



Regular City Council Meeting

Monday, January 6, 2025, at 5:30 PM

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

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

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
4. REPORTS
 - 4.1. CITY MANAGER'S REPORT
 - 4.2. CITY ATTORNEY'S REPORT
5. PUBLIC HEARING
 - 5.1. PUBLIC HEARING: CONSIDER FINAL APPROVAL OF RENAISSANCE ZONE CASE M-105, BOOMTOWN ENTERPRISES, LLC, APPLICANT, 117 W. CENTRAL AVENUE

RECOMMENDED ACTION

It is recommended City Council conduct a public hearing, approve the request, and authorize staff to submit the application to the State of North Dakota for final approval.

- 5.2. PUBLIC HEARING: BUILDING RELOCATION REQUEST TO 1019 43RD ST SE

RECOMMENDED ACTION

It is recommended City Council approve the relocation of the manufactured home from 1852 16th St SW, Minot ND, 58701 also known as Walhood Second Addition Lot 1, to 1019 43rd St SE, Minot, ND 58701, also known as Engers First Addition Lot 13 Block 4, subject to the following conditions:

1. A ten-thousand-dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.
 2. Application and approval of mechanical, electrical, plumbing,

- building permits for all new proposed construction.
3. Coordinate all relocation activities with public utilities and traffic authorities.
 4. An approved foundation design in compliance with City of Minot building codes.
 5. If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
 6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
 7. The exterior of the structure must be one consistent color arrangement of colors after relocation.
 8. The property must be provided with proper site drainage and must be landscaped in a manner similar to surrounding properties.

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the December 16, 2024 Regular City Council meeting, the December 19, 2024 Special City Council meeting, and the December 27, 2024 Special City Council meeting.

6.2. ORDINANCES

RECOMMENDED ACTION

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

1. Ordinance No 6039 - 2024 BA - FD Community Outreach Program
2. Ordinance No 6040 - 2024 BA - 2024 Traffic Signal Cabinet Award of Bid
3. Ordinance No 6041 - 2024 BA - FY24 Edward Byrne Memorial JAG Grant
4. Ordinance No 6042 - 2024 BA - Snow Blower Attachment Trade
5. Ordinance No 6043 - Hotel Leisure Fee

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

It is recommended City Council ratify the following administratively

approved requests:

- 1. 791st Dark Horse Association to conduct a raffle on December 14, 2024 at the Clarion Hotel (2200 Burdick Exwy E).**
- 2. First Lutheran Church to conduct a calendar raffle in February 2025 at First Lutheran Church (120 5th Ave NW).**
- 3. Lewis and Clark Elementary School to conduct a raffle and bingo on January 31, 2025 at Lewis and Clark Elementary School (2215 8th St NW).**
- 4. Minot North Girls Basketball Boosters to conduct a raffle on December 28, 2024 at Minot North High School (2100 21st Ave NW).**
- 5. Souris Valley Pheasants Forever to conduct a raffle on January 12, 2025 at North Hill Bowl (1901 N Broadway).**
- 6. Boy Scout Troop 425 to conduct a raffle on March 15, 2025 at the Congregational United Church of Christ (430 N Broadway).**
- 7. Two Special Event Permits for Sports on Tap (220 S Broadway).**
- 8. Special Event Permit for Blue Rider (118 1st Ave SE).**

6.4. BILLS, TRANSFERS, & PAYROLL

It is recommended City Council approve the payroll for the period of November 17, 2024 through December 14, 2024 in the amount of \$2,670,791.25 and the bills and transfers for December in the amount of \$12,025,406.11.

6.5. GAMING SITE AUTHORIZATION - PRAIRIE GRIT ADAPTIVE SPORTS

RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for Prairie Grit Adaptive Sports to conduct a raffle on March 7, 2025 at the Sleep Inn & Suites located at 2400 10th St SW.

6.6. GAMING SITE AUTHORIZATION - COMPANIONS FOR CHILDREN

RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for Companions for Children to conduct a raffle on February 1, 2025 at the Clarion Hotel Convention Center located at 2200 E Burdick Exwy.

6.7. 2024 PAVEMENT MARKINGS - FINAL PAYMENT (4800)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$19,128.68 to be paid to West River Striping Company.

6.8. 2024 STREET IMPROVEMENT CSA - FINAL PAYMENT (4802.1)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$45,978.10 to be paid to Keller Paving & Landscaping, Inc.

6.9. 2024 WATERMAIN REPLACEMENT - FINAL PAYMENT (4798)

RECOMMENDED ACTION

It is recommended City Council approve the final payment for the 2024 Watermain Replacement Project to Post Construction, Inc. in the amount of \$25,380.91.

6.10. 2024 SIDEWALK, CURB & GUTTER - FINAL PAYMENT (4806)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$27,129.59 to be paid to Ti-Zack Concrete, LLC.

6.11. 2024 SANITARY SEWER CIPP PROJECT - FINAL PAYMENT

RECOMMENDED ACTION

It is recommended City Council approve the final payment for the 2024 Sanitary Sewer CIPP project to Hydro-Klean, LLC in the amount of \$47,531.99.

6.12. 2024 MICROSURFACING - FINAL PAYMENT (4804)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$150,898.63 to be paid to Asphalt Surface Technologies Corp.

6.13. UPDATE AIRPORT'S SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN

RECOMMENDED ACTION

It is recommended City Council approve the Spill Prevention, Control, and Countermeasure (SPCC) plan update to be conducted by Short Elliott Hendrickson Inc. (SEH); and authorize the Mayor to sign the agreement.

6.14. INFAX ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM (EVIDS) SUPPORT AGREEMENTS FOR AIRPORT

RECOMMENDED ACTION

- 1. It is recommended City Council approve the annual support**

- agreement with Infax Incorporated for the Airport's Electronic Visual Information Display (EVID) system;
- 2. Approve the Flightview Data Feed support agreement; and
- 3. Authorize the Mayor to sign contracts.

6.15. 2025 SIGNAL IMPROVEMENT - AWARD OF BID (4883)

RECOMMENDED ACTION

It is recommended City Council award the 2025 Signal Improvement Project to the low bidder, Main Electric Construction Inc. in the amount of \$609,271.00; and authorize the Mayor to sign the agreement.

6.16. APPROVE BUDGET AMENDMENT FOR PUPPY DOG COULEE EASEMENTS

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to appropriate the temporary and permanent easements for Puppy Dog Coulee - Storm Sewer District #121.

6.17. SALT STORAGE BUILDING CONTRACT AMENDMENT

RECOMMENDED ACTION

It is recommended City Council approve the contract amendment and authorize the Mayor to sign applicable documentation.

6.18. CEMETERY ADMINISTRATIVE SPECIALIST / EQUIPMENT OPERATOR LEAD POSITION DESCRIPTION MODIFICATION

RECOMMENDED ACTION

It is recommended City Council approve the position description modification.

6.19. CASE# 2024 -12-01 GERLE FIRST ADDITION - FINAL PLAT

RECOMMENDED ACTION

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

6.20. APPROVAL OF COMPENSATION CONSULTING PROPOSAL WITH HERRONPALMER

RECOMMENDED ACTION

It is recommended City Council approve the Consulting Contract with Herronpalmer; and further, allow the Mayor to sign the contract on behalf of the City.

6.21. 2025 USGS MONITORING AGREEMENT (4578.3)

RECOMMENDED ACTION

It is recommended City Council approve the standard joint funding agreement with the USGS for operation of two (2) water quality gauges on the Souris River; and authorize the Mayor and Utilities Director to sign the agreement.

6.22. APPROVE THE SUBSTANTIAL AMENDMENT #10 FOR CDBG ALLOCATION 2

RECOMMENDED ACTION

It is recommended City Council approve the Substantial Amendment for Allocation 2 authorizing submission to HUD following the public comment period and public hearing.

6.23. BID FOR ROLL-OFF TRUCK (PROJECT NUMBER 4896)

RECOMMENDED ACTION

It is recommended City Council approve the bid from Westlie Truck Center in the amount of \$177,883.00 for the roll-off truck.

6.24. MINOT AIR FORCE BASE WATER RATE CONTRACT AMENDMENT

RECOMMENDED ACTION

It is recommended City Council ratify the Finance Director signature on the MAFB water rate contract amendment.

6.25. MAYORAL APPOINTMENT

RECOMMENDED ACTION

It is recommended City Council confirm the appointment of Scott Burlingame to replace Laurie Davis on the Civil Service Commission with a term to expire April 2026.

7. ACTION ITEMS

7.1. 2025 ALCOHOL LICENSE REFUND - HIGHLAND SUITES

RECOMMENDED ACTION

It is recommended City Council refund the fees for the 2025 Retail Beer license for Highland Suites.

7.2. CITY MANAGER RECOMMENDATIONS FOLLOWING THE MINOT POLICE DEPARTMENT EXTERNAL INVESTIGATION

8. PERSONAL APPEARANCES
9. MISCELLANEOUS AND DISCUSSION ITEMS
10. ADJOURNMENT



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: January 6, 2025

City Manager:

Over the last couple of weeks, the City Manager concluded the annual performance evaluations of all department heads and direct reports. Council will be completing the city manager's annual performance evaluation during the month of January, as per the employment contract.

City facilities were also closed for three days in observance of holidays, and the City Manager also took some additional time off.

Meetings attended included: Central Dakota MPO Policy Board meeting; two special Council meetings; Economic Development Plan Review Committee; spoke to Minot Sunrise Rotary; and various internal communication meetings on projects and needs.

Engineering
City Engineer, Lance Meyer

Department Updates

- In December, the Department issued 3 right of way permits and attended 5 DRT meetings.
- In December, the Traffic Division completed 34 work orders: including 11 streetlight bulbs replacements and 8 sign knockdowns. In December, the Traffic Division experienced two after hours calls.
- Staff will be bringing proposed updates to the City Standard Specifications and Details for consideration at an upcoming council meeting.

Current Projects

- Staff is working on Phase 2 of the Wayfinding project which will address the five entry monuments.
- 2024 Signal Cabinet Improvement for the N Broadway signals of 20th Ave NW, 36th Ave NW and 46th Ave NW was awarded in mid-December. Improvements will occur in early 2025.
- 2025 Signal Improvement for Burdick Expwy E / 27th St SE and Burdick Expwy E / 8th Ave SE is on the January 6 council agenda for bid approval.
- Staff is working on the RFP for the Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan project, staff anticipates this RFP will be released in January.
- Approval for the Energy Efficiency and Conservation Block Grant was finally received in mid-December. Staff is working on the rebate voucher application for streetlight luminaire replacements.
- 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 and awarded. Contracts have been signed. Council has authorized eminent domain against one property.
- The 16th Street Reconstruction project is scheduled for a March 2025 bid by the NDDOT. The plans have been completed since October, but the NDDOT has to keep moving the bid opening date into the future due to lack of federal funds from the federal government.
- The 16th Street Interchange Improvement project is in final design.
- 3rd Street Bridge Repair consultant is finalizing their contract scope and fee for signature.
- 3rd Street and Central Avenue Reconstruction consultant is building their scope and fee for staff review.

2025 Project Design

- 2025 Safe Routes to School is currently in design.
- Staff is in final design phase for 2025 roadway maintenance projects. Projects will start to be bid out in January.

Fire Department
Fire Chief, Kelli Kronschnabel



Fires reported in the month..... 5

- Structure Fires: 4
- Trash/Rubbish Fire: 1

2024 Monthly Fire Counts Year to date Total: 113

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

YTD Dollar loss attributed to fire..... \$787,300

Total incidents reported for the month: 512

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
5	0	404	18	16	31	37	0	3

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

Update from Chief's Kronschnabel's office:

December continued the trend of increased calls compared to the previous year. In 2024, we responded to 512 calls for service—an increase of 106 calls from December 2023. Overall, in 2024, we handled a total of 5,153 calls, compared to 4,848 in 2023, marking an increase of 305 calls.

As always, our crews focused on honing their skills and knowledge through various training sessions throughout the month. Topics included Dive/Ice Rescue, HAZMAT Operations, Vent-Enter-Isolate-Search (V.E.I.S.), CPR refreshers, and more.

We also participated in several community events in December. These included attending the Special Olympics event at the MSU Dome, partnering with Minot Public Schools and the Police Department to deliver Christmas meals to students and their families, and presenting a donation check to Trinity Cancer Care from an internal fundraiser.

We are grateful for the accomplishments and progress our department achieved in 2024 and look forward to the opportunities and challenges that 2025 will bring.

**Minot International Airport
Director, Jennifer Eckman**

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

- The seasonal influx of travelers in November is reflected in the statistics. This time of year even though all other statistics tend to rise due to the holiday travel, the rental cars drop. This is partially due to the typical holiday traveler does not need to rent a vehicle and either parks in the lots or relies on friends and family for their ground transportation needs. Other impacts to the numbers included a winter storm hitting mid-month which impacted some of our travelers heading out a little early for the holiday season.

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. Two part time employees were offered positions to start in early December.
- Training and City P.R.I.D.E. –
 - PRIDE Employee Recognition Committee – Airport Operations team member represents the Airport. Due to shift work the Airport's representative has not been able to attend the regular meetings.
 - 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/NEC International Snow Symposium– The Airport Operations and Maintenance Manager has been nominated and accepted as a member of the planning committee, serving a three-year term to help plan and coordinate a successful conference in Buffalo, NY each spring.
 - AAAE Emerging Leaders Conference – The Airport Operations and Maintenance Manager continues to meet regularly as part of the planning committee for this virtual free conference.
 - AAAE Basic and Advanced ASOS Training - Attended virtually by Operations and Maintenance Technician in order to fulfill promotional requirements.

Equipment

- Vehicles and Snow Removal Equipment (SRE) –
 - Unit 347 (Older Toro) - Went to City shop due to PTO shaft bearing inoperable. Waiting to repair in 2025.
 - Unit 303 (Older tractor) – Power steering pump leak. Waiting on parts at City shop. Has been out of service since October.
 - Unit 333 (New Toro) – New blower attachment arrived for new unit that had been received earlier in the year.
 - Unit 322 (Toro with broom) – Door shattered during use. Staff fabricated makeshift door until replacement can be procured.

- Unit 328 – Hydraulic leak from filter. Replaced and now operational.
- Unit 319 (Newer Bobcat) – Blower attachment hydraulic leak due to bad pump and seals. Waiting on parts.
- Unit 318 (Toolcat) – Replaced broken snow shoe on plow attachment.
- MB4 Rotary Blower – Unit arrived on 11/26/24. Was bid back in April 2023.
- 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. Contractor came on site to install new ball screws. Issues have not duplicated since install.
 - Main windsock – Due to the age of the main windsock, there is significant wear to the point of concern. Airport admin has obtained additional quotes from local contractors with the goal to have it repaired in 2025.

Facilities

- Commercial Terminal –
 - Fire Alarm –Bids were opened in July to replace the fire panel. Install began in November with final completion estimated in December.
 - 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.
 - Assisted TSA with temporary installation of drone detection antenna on roof.
 - Dedicated Outside Air System (DOAS) – Rebuilt defective fan motor and reinstalled. Discovered other fan motor bad, removed for rebuild.
 - Shattered window pane in hold room. Estimated seven weeks out for replacement.
 - Removed and replaced HVAC system filters per quarterly maintenance schedule.
 - Working with local vendor to improve/replace costly exterior light fixtures in 2025.
 - Programming work began in preparation of security system upgrades.
- General Aviation Terminal -
 - HVAC System – Working with consultant to formulate plan to rehabilitate the aged system and allow for zone controls.
 - Received quotes for radon, water and asbestos testing per lease requirements. Working on approval and scheduling of testing.
- SRE –
 - Boiler - Issues with condensation buildup on exhaust pipe resulting in shut down. Since been repaired.
 - Pressure washer - not operating as it should. May need replacement upwards of \$10,000.

- West garage door – Top rollers broke. Door was replaced less than a year ago and should be under warranty. Additional damage was done to a sprinkler head, which hit the fire alarm panel causing it to fry a circuit board.
- Fire alarm panel – Water damage. Waiting on parts.
- Airside –
 - Tie downs on the GA apron have begun to heave in some areas. Quotes were received at much higher costs than anticipated. Airport staff will wait until the spring for new bids and hopeful lower costs.
 - Wetland mitigation/drainage improvement project is reached substantial completion. Some work remains and will be completed in 2025.

Community Engagement

- Social Media –The Airport’s Facebook posts with the highest reach was on November 6, 2024. The post highlighted the airport’s participation in the Minot Area Career Expo reaching 1,907.
- Airport Community Meeting – The monthly meeting with the tenants was held the first week of the month.
- Local Emergency Planning Committee (LEPC) – Airport staff participates in LEPC activities.
- Airport Association of North Dakota (AAND) – Airport Operations and Maintenance Manager is on the board.
- 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.
- Minot Area Career Expo – Airport staff manned a booth at the career fair and showcased a variety of careers at the Airport.
- City Employee Funeral – The Airport Director attended the wake and funeral of Master Office Mitchell Watne.
- Showcase of Business – The Airport’s booth at the Showcase of business received plenty of foot traffic.
- News Interviews –
 - KXNews – Interviewed travelers flying out for the Thanksgiving holidays on November 27, 2024. “[Holiday travelers make their way to Minot airport for Thanksgiving](#)”

Public Information

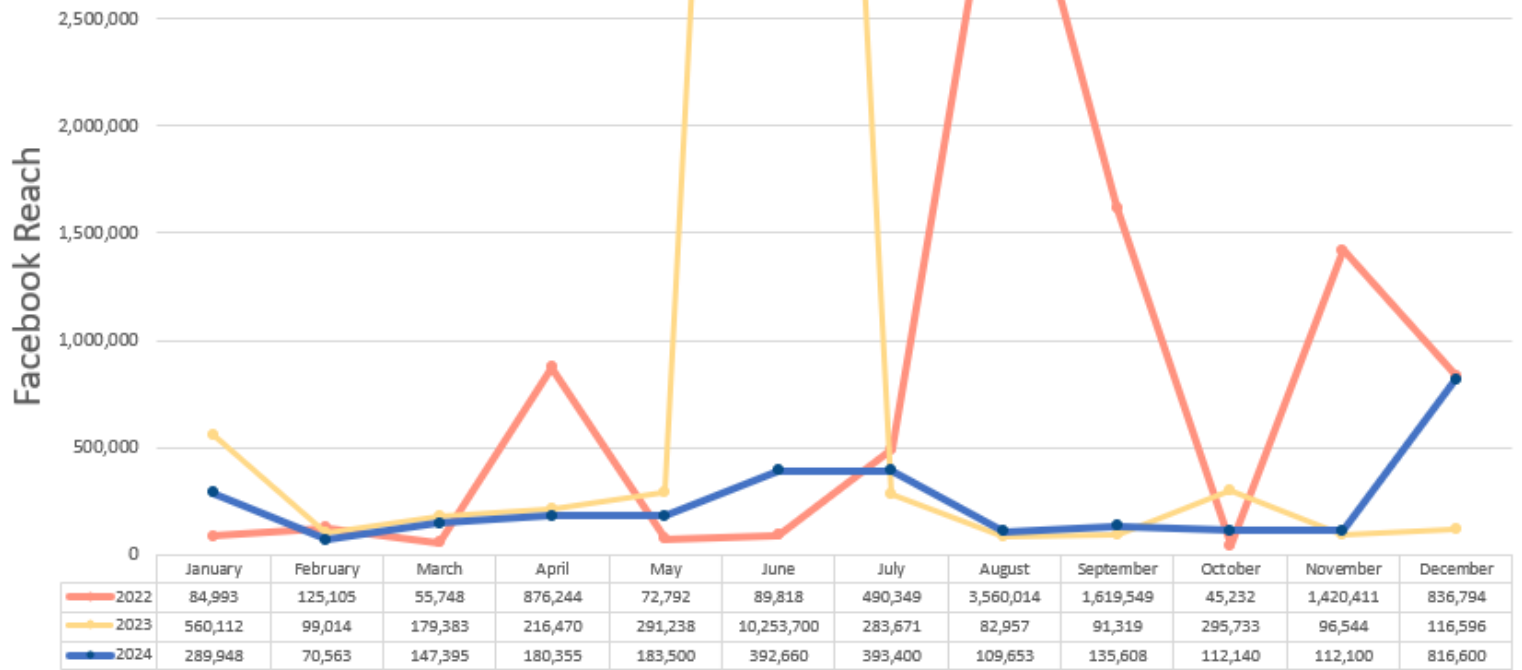
Communication and Engagement Manager Jennifer Kleen

Highlights and Takeaways

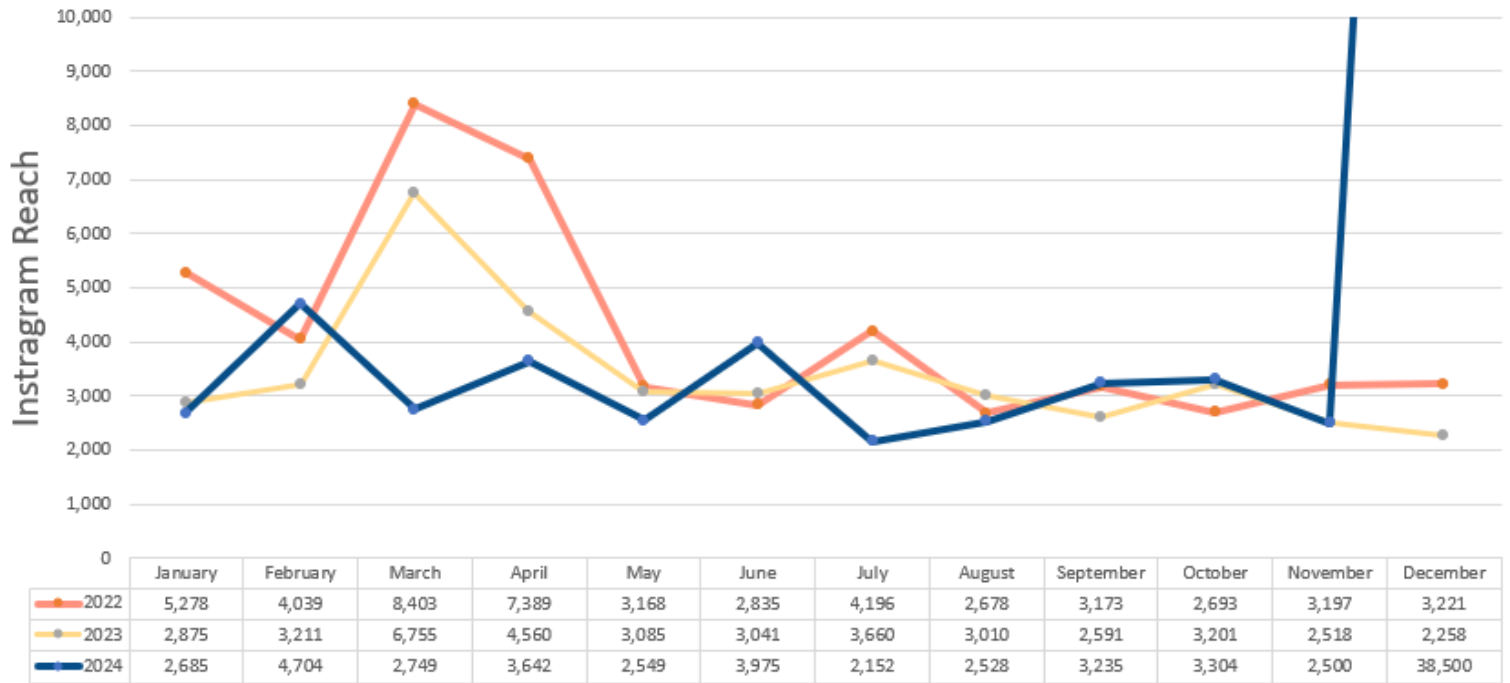
- Communication and Engagement Manager Jennifer Kleen continues to coordinate this office's responses to a wide variety of subjects and issues. In recent months, she has worked with Public Works Operations Director Bryan Banfill and Street Supt. Kevin Braaten, among others, to provide daily updates as necessary during snow events. During snow events, Banfill leads 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. The cooperation from everyone allows the PIO to provide updated information to the public through the City's social media platforms.
- Time was spent in December preparing the public for the City's holidays, including distributing messaging about when City offices are closed, when garbage/recycling collection will take place, and which additional services are available during the holidays, such as locations to drop off real Christmas trees and the landfill being open for drop-off items for City sanitation customers.
- Our office assisted the Wreaths Across America event on Dec. 13 with messaging on our social media channels. The event was held at our Rosehill Memorial Cemetery, and attracted a large number of volunteers to help lay wreaths at the graves of fallen military members.
- Communication Specialist 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.

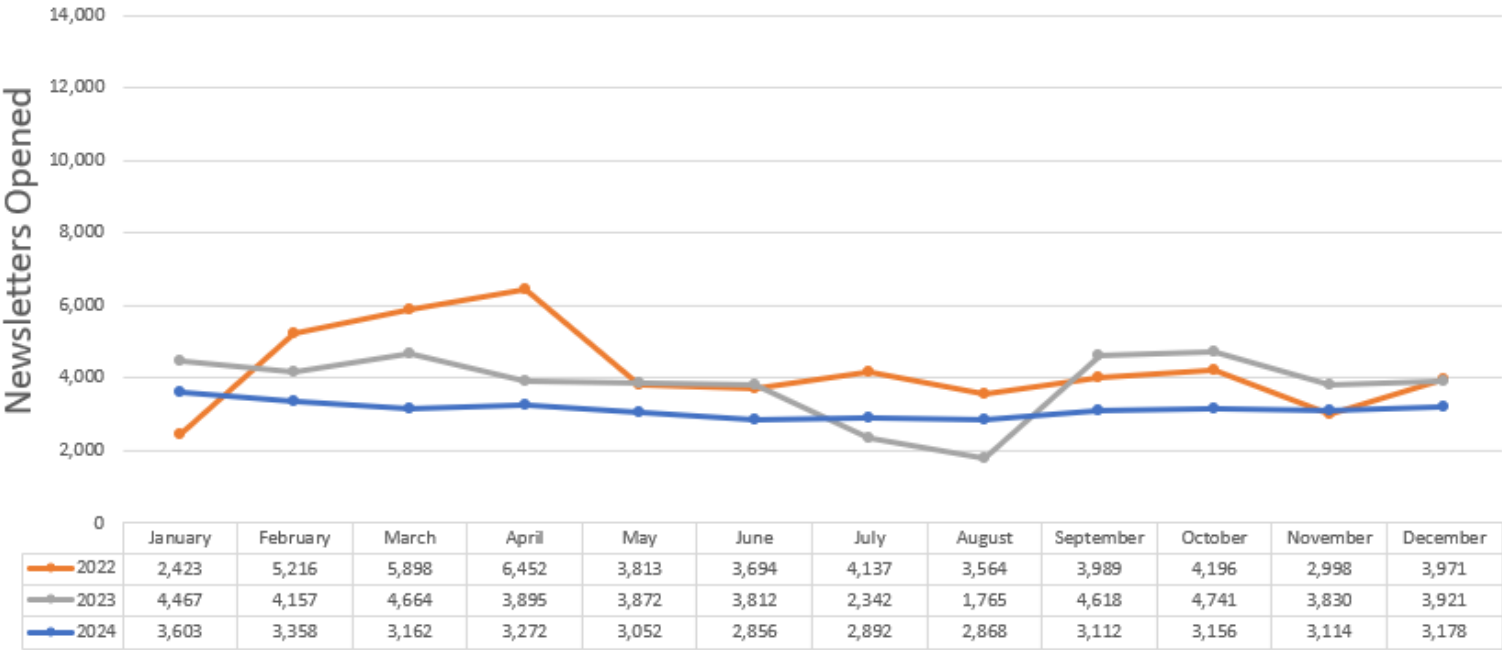
Facebook Reach Month by Month



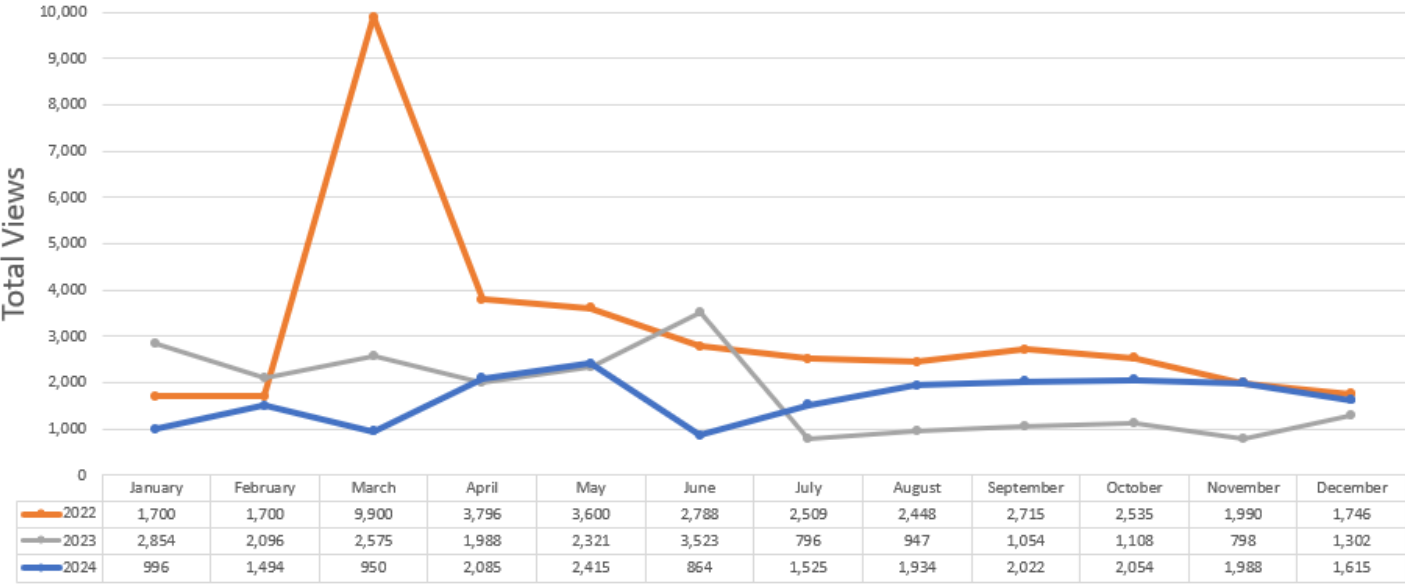
Instagram Reach Month by Month



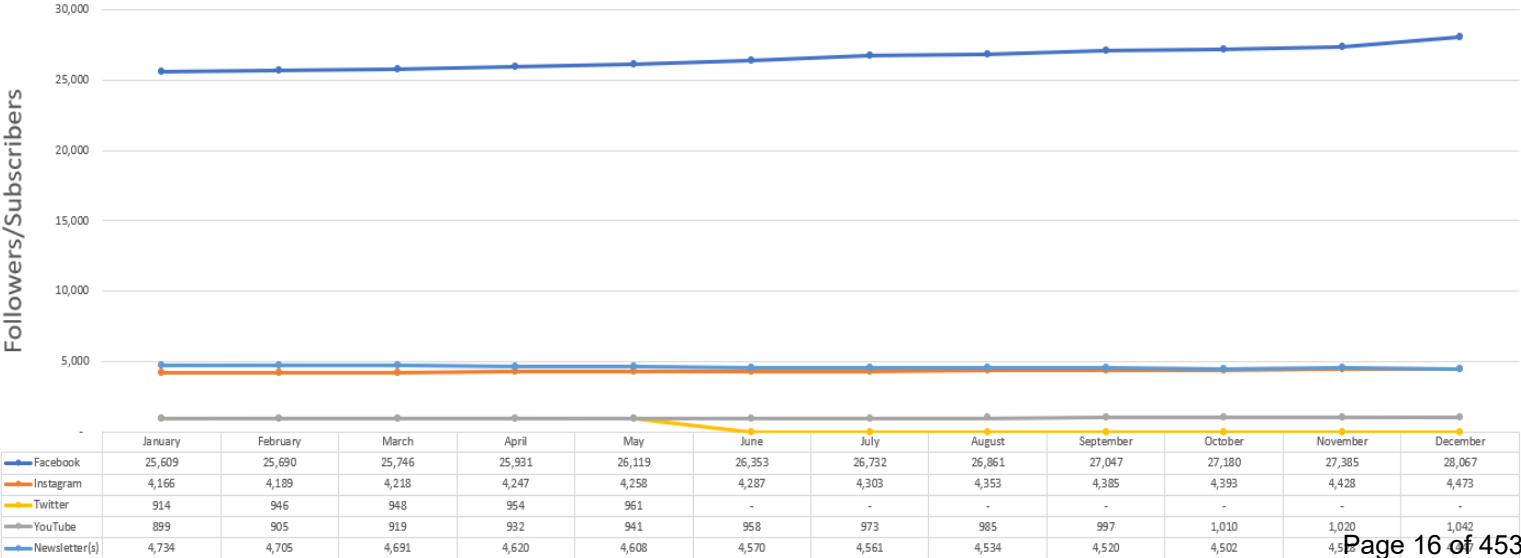
Newsletter Opens Month by Month



YouTube Views Month by Month



2024 Social Media Footprint



Public Information

Public Safety Information & Outreach Officer – T Kvigne

Fire Department

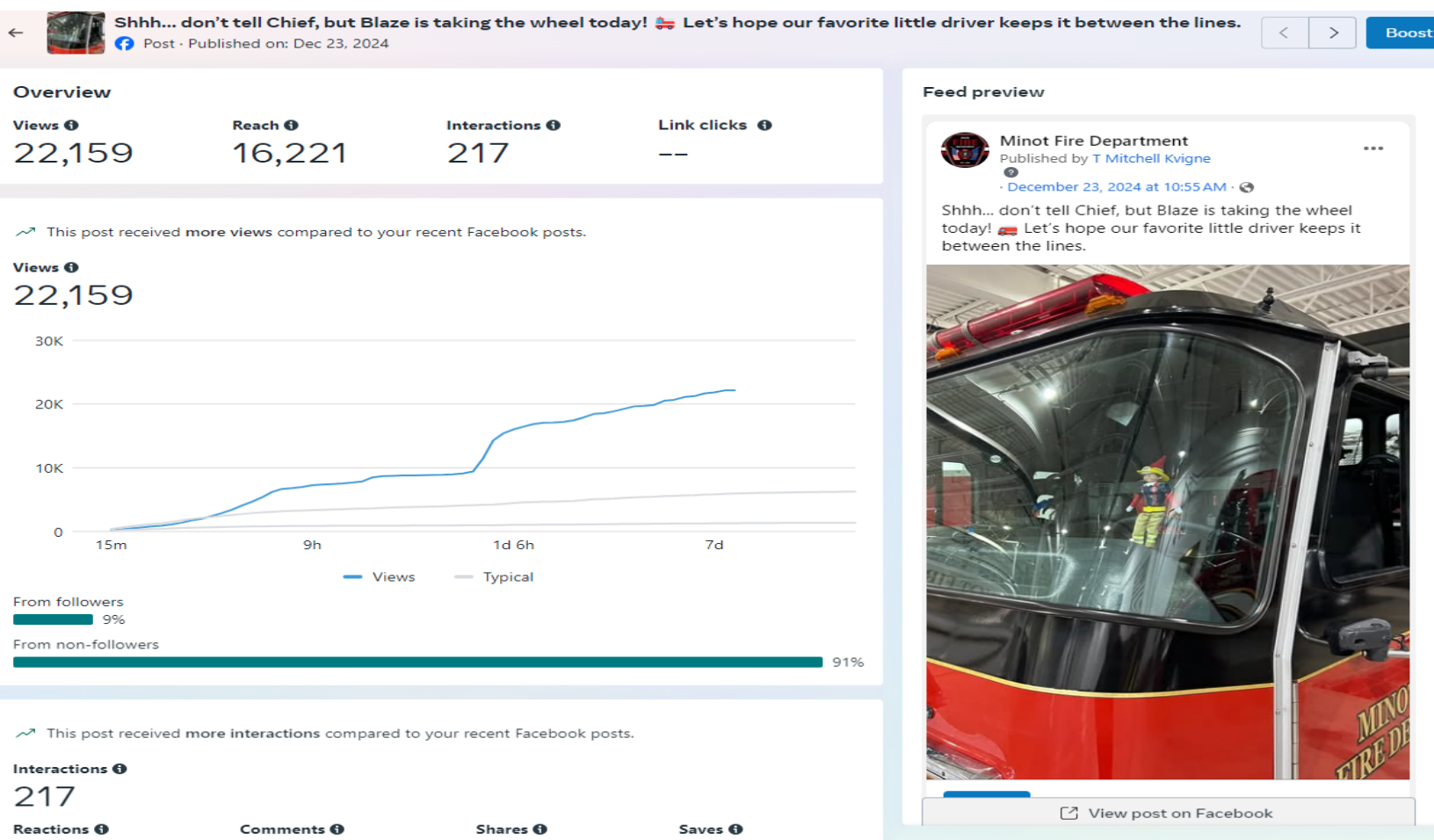
Current Follower counts

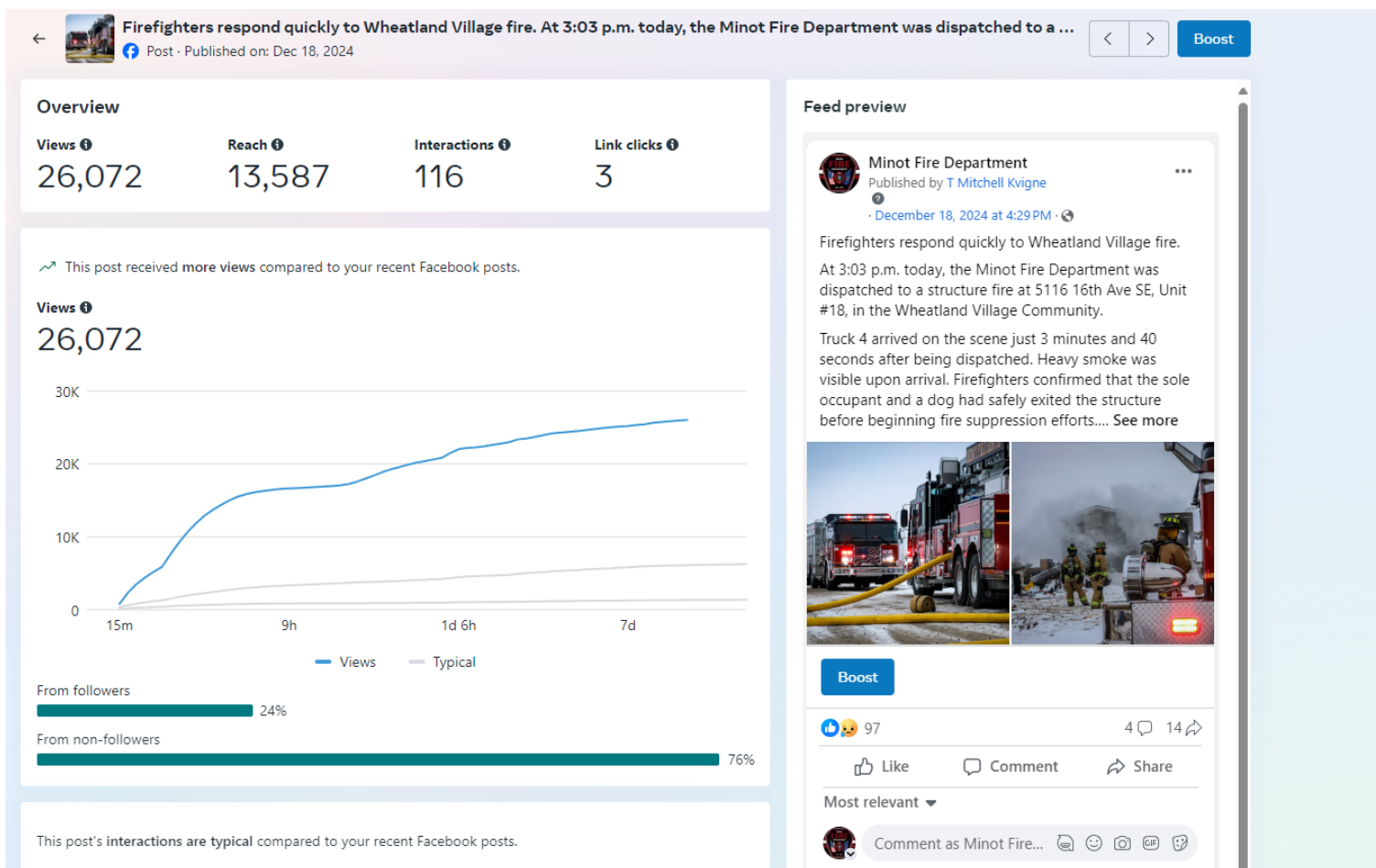
- **Facebook**
 - 4,728
- **Instagram**
 - 331

Media Releases:

- There were 4 media releases sent in December for Fires:
 - Three fires occurred on December 18th.
 - One release sent on the 18th, the other two fire releases were sent on the morning of the 19th.
 - Garage Fire release sent out on December 28.
- In December we gained 109 new followers on Facebook and 15 new followers on Instagram. Our total Facebook reach was 84,170 and a reach of 939 on Instagram for the December.

Our top performing social media posts:





Police Department

Current Follower counts

- **Facebook**
 - **21,943**
- The following media releases were issued:
 - December 2, Burglary suspect arrest
 - December 9, Suspect arrested for corruption of Minor
 - December 16, Vehicle theft arrest
 - December 17, Murder suspect arrest

Our top performing posts for the month were as follows: Missing Person Alert: Faye Schaefer, we utilized the Local Alert feature on Facebook for this post, it reached 139,376 people and amassed over 419,694 views, 78% of those views were from Non-followers. Another top performing post was the traffic alert post about the blockage by the 16th St overpass, which reached 36,758 and amassed 91,660 views, of those views, 53% were non followers of the PD Facebook page.

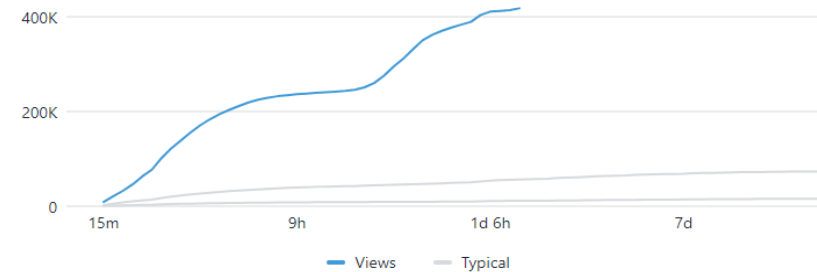
Overview

Views ⓘ	Reach ⓘ	Interactions ⓘ	Link clicks ⓘ
419,694	139,376	2,715	5

📈 This post received more views compared to your recent Facebook posts.

Views

419,694



From followers 22%

From non-followers 78%

📈 This post received more interactions compared to your recent Facebook posts.

Interactions ⓘ
2,715

Reactions  Comments  Shares  Saves 

Feed preview



Minot Police Department

Published by [T Mitchell Kvigne](#)

· 1d ·
 

! UPDATE: Faye Eileene Schaefer Located Safely !

Faye was safely found in her vehicle north of Berthold this morning at approximately 10:20 AM. Two snowmobilers, ages 18 and 17, recognized her vehicle in an area designated for snowmobiles and stopped to check on it.

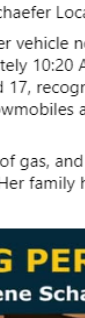
Faye's vehicle had run out of gas, and she was treated for possible hypothermia. Her family has been notified.... See more



MISSING PERSON

Faye Eileene Schaefer






SAFELY

LOCATED

AGE: 84 HEIGHT: 5' 3" WEIGHT: 150 LBS

EYE COLOR: BLUE HAIR COLOR: GREY

If you have any information on Faye's whereabouts, please contact the Minot Police Department at 701.852.0111 | Case# 24-38025

Boost

 View post on Facebook

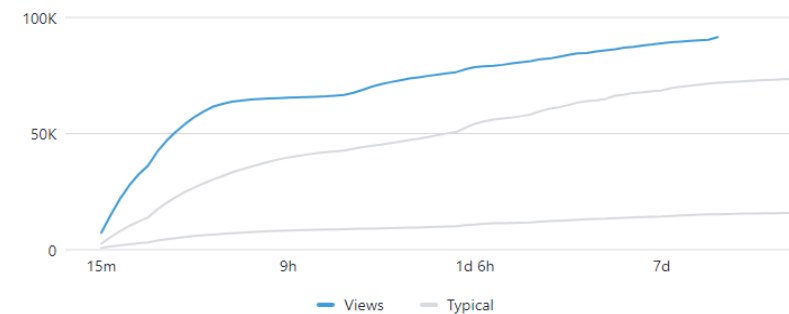
Overview

Views ⓘ	Reach ⓘ	Interactions ⓘ	Link clicks ⓘ
91,660	36,758	369	16

📈 This post received more views compared to your recent Facebook posts.

Views

91,660



From followers 47%

From non-followers 53%

This post's interactions are typical compared to your recent Facebook posts.

Interactions 

369

Feed preview



Minot Police Department

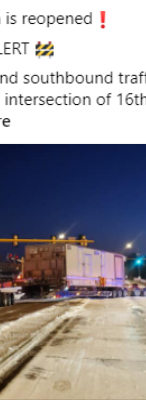
Published by T Mitchell Kvigne

· December 19, 2024 at 5:51 PM · 🌐

Intersection is reopened !

🚧 TRAFFIC ALERT 🚧

Northbound and southbound traffic is completely blocked at the intersection of 16th St. SW and 22nd Ave. SW.... See more



Boost

 203

 78

 86

Like

Comment

Share

Most relevant ▼



Comment as Minot Poli...





Pablo Rivera Jr.

Idk if you can tell them to hurry up and move it, there's a guy really mad about this on the whiners and complainers page.



Memo

To: City of Minot, c/o City Manager and Finance Director
From: Briselda Hernandez, Executive Director
RE: City of Minot Service Agreement reporting

Please accept this document as our report required in our 2024 Service Agreement.

From Exhibit 1 of the Agreement:

The following draft goals have been outlined, associated with SBPC lending programs, and will be reported on:

- a. *Provide technical assistance to entrepreneurs applying for SBPC lending programs.*
- b. *Lend >\$1.0 million in SBPC funding*
- c. *Create/retain 100 jobs*
- d. *Generate 50 new or expanding business leads in the region.*
- e. *Target 20 project leads with non-traditional entrepreneurs.*
- f. *Generate leads with 20 rural entrepreneurs.*
- g. *Leverage >\$6 million in private and local funding through SBPC lending programs.*

To help us achieve our objective to **improve economic progress in the region**, SBPC sets annual Key Results (KRs) that are tracked monthly and reported publicly on our website and to our Board of Directors semi-monthly. This report can be accessed any time [on our website here](#), then click OKR Report or scroll to the end of the page. These KRs are also adjusted as necessary throughout the year, based upon changing needs and capacity of staff and programs. This agreement applies to *Objective—Support entrepreneurship efforts, and the creation, retention, and expansion of businesses in the region* and *Objective—Foster inclusivity and support for underrepresented business owners and entrepreneurs*. Below are our updates as of November 30, 2024.

- A. Lend **\$1 million** in SBPC funding.
 - a. Our Souris Basin Loan Review Committee (SBLRC) has approved \$492M in loans. This includes activity in all our lending programs.
- B. Create/retain **100** jobs.
 - a. The loans approved by the SBLRC have included the creation or retention of 120 jobs.
- C. Generate **50** new or expanding business leads in the region.
 - a. SBPC staff has generated 53 business project leads in the region.
 - b. 29 of these project leads are in Minot.
- D. Target **20** project leads with non-traditional entrepreneurs.
 - a. 13 non-traditional entrepreneur target leads have been generated. These non-traditional entrepreneurs include 8 women, 4 individuals from the BIPOC community, and 1 Veteran.



- E. Generate leads with **20** rural entrepreneurs.
 - a. 21 rural entrepreneur leads have been generated.
- F. Leverage **\$6 million** in private and local funding through SBPC lending programs.
 - a. \$16.1 million has been leveraged through approved projects.

We would be happy to answer any questions or provide additional information at your request.



Date: December 31, 2024
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (January 2025)

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 January 6, 2025 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, no hearings set
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.

January: An Answer was received by the City on September 12, 2024, but to date remains unfiled in District Court. 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 2/3/2022

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.

January: Discovery and negotiations are ongoing.

2. Todd Mickelson v. City of Minot

<u>Counsel:</u>	Brian Schmidt Appointed by NDIRF
<u>Opposing Counsel:</u>	Leo Wilking
<u>Current Status:</u>	Pending in District Court Summary Judgment motion pending Motion Hearing/Pretrial Conference – 1/13/25 at 3pm 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. The complaint was filed in District Court on June 8, 2023. The 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.

January: 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 plaintiff filed a brief in opposition to the City's motion. 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.

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. Nathan Properties, LLC Appeal

<u>Counsel:</u>	John Warcup Appointed by NDIRF
<u>Opposing Counsel:</u>	Jessica Lee Klein
<u>Current Status:</u>	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. On October 29, the District Court entered an order affirming the City's determination that Nathan Properties is not eligible for relocation benefits.

January: To date no appeal of the District Court order has been filed or served.

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

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Ryan Simatic

Current Status: Scheduling Conference – 2/24/25 at 3:30pm

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.

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.

January: A Scheduling Conference and Hearing on the City's Application for Order to Summon a Jury is scheduled for February 24, 2025 at 3:30pm.

5. 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
Bank refuses to

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, 2024 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.

January: 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.

Attorney Warcup reached out to First Western Bank & Trust's attorney to request documentation of their dismissal of claims and was advised by their attorney that if the City would like First Western Bank & Trust to execute a dismissal of its claims that he would have to draft it and forward it to him to review.

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 worked with the Finance Director, City Manager, and Park officials to help finalize details to set a special election for the electorate to consider the Park's the ½ cent sales tax request.
 - d. 2025 Goals and 2026 Budget:** City Attorney's Office staff are finalizing 2025 office goals and continue to review and refine our 2026 budget allocation.

- e. **Superfund Site Meetings/Document Review:** Attorney Stalheim attended 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.
- f. **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 refers questions regarding status of this project to the Community and Economic Development Director.
- g. **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.
- h. **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.
- i. **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.
- j. **Special City Attorney Appointment:** Attorney Stalheim discussed the home rehabilitation program and short-term rental rehabilitation programs with the City's federal grant compliance staff.
- k. **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 SVAS for review and consideration.
- l. **Visit Minot Fee Ordinance:** Attorney Stalheim had a meeting with Visit Minot's attorney regarding the Visit Minot Extended Stay Leisure Fee Ordinance.
- m. **2025 Aerial Photography and Lidar Contract with Eagleview:** Attorney Dickerson reviewed this contract with Engineering staff.
- n. **Substantial Completion Date Amendment (Broadway Circle):** Attorney Stalheim reviewed and discussed the amendment with city staff.
- o. **NDDRE Policy and Procedure Agreement for Tablet Computers:** Attorney Schmitz reviewed this Agreement alongside PD command staff.
- p. **Minot Police Department CLEAR Agreement:** Attorney Schmitz reviewed this Agreement alongside PD staff.
- q. **Insurance Settlement and Release of Property Damage:** Attorney Stalheim reviewed this Agreement with the Finance Department.
- r. **Special City Attorney Appointment:** Attorney Stalheim and CAO staff prepared documentation securing Seymour Jordan as conflict counsel in a City of Minot case where a city staff member is a victim.
- s. **Minot International Airport Infax Contract and Support Agreement:** Attorney Dickerson reviewed a contract and support agreement for the Electronic Visual Information Display System at Minot International Airport.
- t. **Minot International Airport Spill Prevention, Control, and Countermeasure plan (SPCC) update contract:** Attorney Dickerson reviewed a contract for Short Elliott Hendrickson Inc. to update the SPCC plan.
- u. **Minot International Airport Rates and Charges Amendment:** Attorney Dickerson reviewed an amendment to the Rates and Charges.
- v. **City of Minot Capital Asset Policy:** Attorneys Stalheim and Dickerson reviewed updates to the City of Minot's Capital Asset Policy.
- w. **Public Works Salt Storage Building Contract Amendment:** Attorney Dickerson worked with Public Works Operations Director to draft an amendment extending completion date of construction.

- x. **Public Works Snow Removal Meetings:** As a result of recent snow events, Attorney Dickerson attended several meetings regarding snow removal and provided advice on how to process code violations.
- y. **Public Works Fuels Contract:** Attorney Dickerson reviewed a fuel supply contract.
- z. **BNSF Right of Way Licenses Review:** Attorney Dickerson reviewed and is currently negotiating right of way licenses for the 16th Street Reconstruction Project.
- aa. **3rd Street Bridge Repair Contract:** Attorney Dickerson reviewed engineering contract for repairs to the 3rd Street Bridge.

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.
 - b. **Noise and Light Ordinance Reviews:** Attorney Dickerson continues to work with city staff to modify/refine the City's noise and light ordinances.
 - c. **Public Works Director Ordinances:** Attorney Dickerson is reviewing the City's ordinance references to the 'Public Works Director' with public works staff to confirm references are consistent with present practices in light of recent restructuring of that position.
3. **Special City Council Meetings:** Attorney Stalheim attended the special City Council meeting on December 19.
4. **City Manager Committees:** Attorney Dickerson has been serving on the Employee Recognition Committee.
5. **Internships:** The City Attorney's Office finalized internships with two great interns.
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 December 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 Attorney Schmitz 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 are tables documenting the number of criminal and traffic matters opened in municipal court each month for 2022, 2023, and most of 2024. December totals were not available at the time of publishing this memo:

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
November	64	156	220
December			
totals	1371	2926	4297

B. District Court – Assistant City Attorney Schmitz 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



TO: Mayor Ross
Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: January 6, 2025

**SUBJECT: PUBLIC HEARING: CONSIDER FINAL APPROVAL OF
RENAISSANCE ZONE CASE M-105, BOOMTOWN ENTERPRISES,
LLC, APPLICANT, 117 W. CENTRAL AVENUE**

I. RECOMMENDED ACTION

It is recommended City Council conduct a public hearing, approve the request, and authorize staff to submit the application to the State of North Dakota for final approval.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Boomtown Enterprises, LLC., consisting of Ryon and Kristen Boen, received conditional approval on February 14, 2024. They recently completed work on their commercial rehabilitation project at 117 W. Central Avenue and they are requesting final approval of a five-year property tax benefit.

B. Proposed Project

The Boen's completed a major remodeling project on the exterior and interior of the building. The work included roofing, structural, HVAC, electrical, windows, drywall, doors, and plumbing repairs.

C. Recommendation Detail

The City Assessor has reviewed the repairs and has certified that the Boen's have completed the work that was promised in their conditional approval application.

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:

The project will extend the lifespan of a historic building, preserve the historical integrity of the building, and reduce the spread of blight in the neighborhood. This project will create commercial space on the ground level and residential housing on the upper level of the subject building.

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

The City Assessor lists the current assessed value at \$524,000. In order to qualify for the 5-year benefit, the applicant must invest at least \$262,000 (50% of the property's value) on qualifying improvements. The applicant submitted qualifying invoices and canceled checks in the amount of \$269,304 on renovations.

Project Funding

100% privately funded.

VI. ALTERNATIVES

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

Revised - 1/9/24



Office Address: 1025 31st St. SE

Mailing Address: PO Box 5006

Minot, ND 58702

Email: jonathan.rosenthal@minotnd.gov

Office Number: 701-857-4122

Economic Development Division

Renaissance Zone Application

APPLICANT INFORMATION

BOOYTOWN ENTERPRISES LLC

Applicant(s)

Business

Type of Entity

408 20TH AVE SW SUITE 101

MINOT

ND

58701

Address

City

State

Zip

Phone

Email

Social Security Number

Federal Tax ID Number

PROJECT LOCATION

ORIGINAL MINOT ADDITION EAST 100' OF LOTS 21, 22, 23 & 24 BLOCK 4

Legal Description

Renaissance Zone Block

117 W CENTRAL AVE.

MINOT

Address

City

COMMERCIAL ARTIST STUDIO + PARKING ON MAIN FLOOR, 10 APARTMENTS ON 2ND LEVEL

Current Use of Property

TYPE OF PROJECT

☒ Commercial

☐ Residential

☐ Utility Infrastructure Project (UIP)

TYPE OF INVESTMENT

☐ Purchase Only

☐ Lease Only

☐ Purchase with Major

Rehabilitation Only

☐ Historical

To include new construction

Improvements Applies to Only Commercial Projects

☒ Commercial

Must be 50% of true and current value

Preservation and Renovation

☐ Residential

Must be 20% of true and current value

REQUESTED TAX EXEMPTIONS

☐ Personal Income

☐ Investment Income

☒ Property Tax Exemption

☐ Historic Tax Credits

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

RENOVATE THE CENTRAL AVE FACADE OF 117 W. CENTRAL + REMODEL/RENOVATE EXISTING LIVE/WORK UNIT BY COMBINING IT WITH ONE OF THE 2ND FLOOR APARTMENT UNITS.

SQUARE FOOTAGE CALCULATIONS:

10,000 SF

28,000 SF

9600 SF

9600 SF

9600 SF

Lot

Building (Total)

Basement

1st Floor

2nd Floor

3rd Floor

4th Floor

5th Floor

6th Floor

7th Floor

Date of Acquisition:

9/29/2022

Current True and Full Value:

\$524,000 -

Revision Date: February, 2023

Work to Be Done:	Estimated Costs:
2nd LEVEL WINDOW REPLACEMENT - CENTRAL SIDE	90,000
1st LEVEL WINDOW/DOOR REPLACEMENT - CENTRAL SIDE	10,000
REPAIRS TO EXTERIOR WALLS & ROOF	20,000
EXTERIOR IMPROVEMENTS - SIDE WALK, AL GRATE COVERS, LIGHTING	15,000
INTERIOR REMODELING & IMPROVEMENTS FOR LIVE/WORK UNIT	431,290
	431,290
Total Estimated Cost \$	524,000
Current True and Full Value \$	524,000
Estimated Value After Improvements \$	850,000
Estimated Start Date:	Estimated Completion Date: 2/1/24 5/1/24

- If this project is a UIP, is the applicant a Renaissance Zone Project? ☐ Yes ☐ No
- a) To be considered a Renaissance Zone Project, the project would need to take place in the Renaissance Zone and be a utility company.
- b) If this is a property owner affected by a UIP not participating in a Renaissance Zone Project, is the property owner in the Renaissance Zone? ☐ Yes ☐ No
- Is this project a lease? ☐ Yes ☒ No
- a) What type of lease? ☐ New ☐ Expansion ☐ Continuation ☐ Leasehold Improvement
- If this is an expansion, what is the additional square footage of the expansion?
- b) If it is a lease project, does it involve the relocation of a business from one location in the city to the Renaissance Zone or from one zone property to another zone property ☐ Yes ☐ No
- Does this project involve historical preservation or renovation? ☐ Yes ☒ No
- a) For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.
- b) Information for historical properties may be obtained by contacting the Historical Society at: (701) 328-2666 or email history@nd.gov
- Is the project being funded by a Renaissance Fund Organization? ☐ Yes ☒ No
- If yes, describe the type and amount of financing and name of the Renaissance Fund Organization.

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

Total State Tax Benefit for five (5) years	\$ 8622.00
Total Property Tax Benefit for five (5) years	\$ 48,078.30
Total Non-Participation Owner Tax Credit	\$ N/A.
Is the entity subject to the financial institution tax (N.D.C.C. 57.35.3)?	☐ Yes ☐ No
If yes, total state tax benefit for five (5) years	\$
Compute the amount spent per square feet of structure	\$ 23/SF



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

OFFICE ONLY

Zone Authority and City Documentation

Date of Approval or Conditional Approval

_____ (date)

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

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

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

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

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

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

Signature

Date

Revision Date: February, 2023

Renaissance Zone Project Checklist:

Office
Use

☐

~~N/A~~

1) For residential projects, provide evidence that the home purchased is the taxpayer's primary residence.

☐

~~N/A~~

2) If the property is currently a vacant lot, provide evidence that it was previously developed.

☐

~~N/A~~

3) Provide a "Letter of Clearance" from the State Historical Society if seeking historic tax credits.

☐

~~X~~

4) Provide an estimated start and completion date for the project (must follow approval by DCS).

AUG 1, 2023 - 3/1/2024

☐

~~X~~

5) Include site plans, building plans and colored renderings of the elevation of the building.

PLANS FROM ACKERMAN

☐

~~X~~

6) Provide a break out of capital improvements.

PG 2 + LETTER FROM HIGHT

☐

~~X~~

7) Provide documentation that the project cost meets the City's minimum criteria.

PG 2 + LETTER FROM HIGHT (ASSESSOR INFO)

☐

~~X~~

8) Provide the estimated state and local tax benefit to the taxpayer of five (5) years (see your accountant).

LETTER FROM ACCOUNTANT + PG 2.

☐

~~X~~

9) Provide copies of receipts showing proof local real estate taxes have been paid (Ward County Treasurer 701-857-6426)

INCLUDED

☐

~~X~~

10) Provide evidence that the applicant is current on state taxes – Certificate of Good Standing from the State Tax Commissioner (1-800-638-2901) – May take a few weeks.

INCLUDED

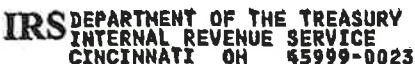
☐

~~X~~

11) Provide Current True and Full Value (contact City Assessor 701-857-4160)

INCLUDED

Comments:



003387.405377.72216.2291 1 MB 0.405 530



CONTOWN ENTERPRISES LLC

Date of this notice: 01-10-2014

in Numbers:

Form:

Number of this notice: 00 530 5

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents. If you have no employees, please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached ~~tax-off~~ stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) 12/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of BOOMTOWN ENTERPRISES LLC

[REDACTED]
[REDACTED]

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

BOOMTOWN ENTERPRISES LLC

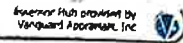
a Limited Liability Company - Business - Domestic was formed under the laws of **NORTH DAKOTA** and filed with this office effective December 11, 2013. This entity has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: January 18, 2023

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe
Secretary of State



Parcel Number: M124.238.040.0241
Deed Holder: BOOMTOWN ENTERPRISES, LLC
Property Address: 117 W CENTRAL AVE
 MINOT, ND 58701-0000 [MAP THIS ADDRESS](#)
Mailing Address: 408 20TH AVE SW
 STE 101
 MINOT, ND 58701-6493 USA
Zoning: C3/CENTRAL BUSINESS
Sec-Twp-Rng: 24238--
Lot-Block: 0241-040
Legal Description: ORIGINAL MINOT ADDITION EAST 100' OF LOTS 21, 22, 23 & 24
 BLOCK 4
Lot Dimensions: 96 X 100 BLK 4
Land Use: RENAISSANCE ZONE



Pin M124.238.040.0241 Photo

1 / 1



Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$58,000	\$0	\$466,000	\$524,000

[Get Current Year Tax Estimate](#)

[Click here](#) to request information on pending or certified special assessments or call 701-857-4770.

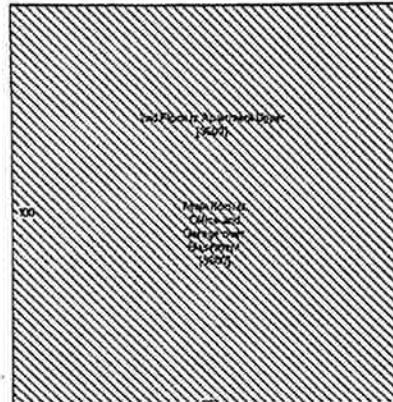
For all other questions, please contact us at assessor@minotnd.org or 701-857-4160

Land Information		
Lot Type	Square Feet	Acres
Sq. Ft x Rate	9,600	0.220

Commercial Building Information		
Occupancy	Year Built	Building Area
▼ Office - General	1925	9,600
▼ Apartment	1925	9,600

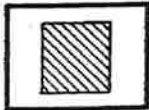
Sale Information		
Sale Date	Amount	Recording
▼ 09/29/2022	\$515,000	3065561
▼ 10/29/2004	\$525,000	2837943
▼ 06/19/2001	\$0	2794576
▼ 05/24/2001	\$100,000	2794011

Sketch



Sketch of Pin MI24.238.040.0241

1/1



MINOT CITY ASSESSOR

Assessor Hub provided by
Vanguard Appraisals, Inc.

Parcel Number: MI24.238.040.0241
Deed Holder: BOOMTOWN ENTERPRISES, LLC
Property Address: 117 W CENTRAL AVE
MINOT, ND 58701-0000
Mailing Address: 408 20TH AVE SW
STE 101
MINOT, ND 58701-6493 USA
Zoning: C3/CENTRAL BUSINESS
Sec-Twp-Rng: 24238--
Lot-Block: 0241-040
Legal Description: ORIGINAL MINOT ADDITION EAST 100' OF LOTS 21, 22, 23 & 24
BLOCK 4
Land Use: RENAISSANCE ZONE

Property Tax Estimate

\$524,000.00	Full And True Value	Recalc
\$262,000.00	Assessed Value	
* 10.000000%	Commercial Classification	
\$26,200.00	Taxable Value	
* 367.01	2022 Mill Levy	
\$9,615.66	Adjusted Annual Tax	

NOTICE: This is an estimate only and subject to change depending on tax year levies and credit amounts. Tax levys, exemption amounts, and rollbacks are all based on the current tax year and are updated periodically.

General Parcel Information for parcel, click here [MI24.238.040.0241](#)

Administration Login • Copyright © 2002-2019 Vanguard Appraisals, Inc. All Rights Reserved • Terms of Use





Ward County North Dakota • 315 Third St SE • Minot, ND 58701

Shopping Cart: 0 Items (\$0.00) [W](#)

[New Search](#)

[History](#)

[Payoff](#)

[Pay Taxes](#)

[Help](#)

Parcel #: M1242380400241

Status: Current

Receipt: 24959

2023 Owner(s):
BOOMTOWN ENTERPRISES LLC

Maple St

MINOT, ND 58701

Legal Description:

ORIGINAL MINOT ADDN EAST 100' LTS 21 THRU 24 BLOCK

2022 Value:

Market: \$789,000
Taxable: \$39,450
Disabled Vet Credit: \$0
Homestead Credit: \$0
Net Taxable: \$39,450

[Detail](#)

2022 Taxes:

First Half: \$7,239.28 Due: 3/1/2023
Second Half: \$7,239.27 Due: 10/16/2023
Total: \$14,478.55

[Show Current Tax Bill](#)

[Detail](#)

[View Pie Charts](#)

2022 Payments:

First Half: \$7,239.28
Second Half: \$7,239.27
Half: \$7,239.27
Discount: \$723.93
Total: \$13,556.62

2022 Legal Records:

Geo Code: Instr#: 3068561 Doc Type: WD Date: 2022-09-30

Property address: 117 CENTRAL AVE W, MINOT ND 58701

Subdivision: (M124238) MINOT ORIGINAL

Legal: ORIGINAL MINOT ADDN EAST 100' LTS 21 THRU 24 BLOCK 4

Notes: The accuracy of this data is not guaranteed.
Web data was last updated 05/18/2023 12:00 PM.

Send Payments To:

Ward County Treasurer
PO Box 5005
Minot, ND 58702



© 2023 Tyler Technologies, Inc. Tax Version 2023.1.1.1



Kristen Boen <kristenboen@gmail.com>

Renaissance Zone Application

Thu, May 11, 2023 at 9:35 AM

Hi Kristen,

I've passed along your question about the Renaissance Zone Application to me, and here's what I was able to find.

Being that Boomtown is a passthrough entity, the income exemption or tax credit is determined at the passthrough entity level, and then it would be passed along to you and Ryon on the K-1's. For the qualified rehabilitation, the 60-month period of the exemption begins on the first day of the month in which the rehabilitation work is completed. Because the property is investment use, the amount of the exemption is equal to net rental income and taxable portion of a gain from the sale or exchange of the property, if applicable.

In order to estimate the Total State Tax Benefit for five years, you would need to determine the net rental income you expect to receive for the five years following the completion of the rehabilitation, and then multiply it by the North Dakota tax rate of 2.9%.

For reference here is the ND Tax website where I found the Renaissance Zone Tax Incentives guideline, I hope this helps!

<https://www.tax.nd.gov/renaissance-zone-incentives>

Jenn Spencer, CPA

Iver J. Eliason, CPA

900 – 20th Ave SW

PO Box 3130

Minot, ND 58701

Telephone: (701) 839-2520

Fax: (701) 839-2531

**WARD COUNTY TREASURER**PO BOX 5005
Minot, ND 58702**TAX RECEIPT**
*** DUPLICATE ***Clerk: tiffenyg
Batch Number: 20221220-000025

Today's Date: 05/23/2023

Received from: BOOMTOWN ENTERPRISES LLC

Receipt#	Payment Date	Tax Year	Tax ID#	Stmt#	General Taxes		Special Assessments		Less Discount	Total Amount
					Tax	P&I	Tax	P&I		
312941	12/20/2022	2022	MI242380400241	24959	14,478.55	0.00	0.00	0.00	723.93	13,754.62
BOOMTOWN ENTERPRISES LLC 408 20TH AVE SW STE 101 MINOT ND 58701				TAX YEAR 2022 PAID IN FULL						
				LOCATION: 117 CENTRAL AVE W DISTRICT: MI 01 ORIGINAL MINOT ADDN EAST 100' LTS 21 THRU 24 BLOCK 4						
				TOTAL:	\$14,478.55	\$0.00	\$0.00	\$0.00	\$723.93	\$13,754.62

Payment Type	Doc#	Description	Amount
CHECK	202232646	BOOMTOWN ENTERPRISES LLC	13,754.62
		TOTAL:	13,754.62

Tyler Tax-Wise County Taxation Software

Page: 1 of 1

HIGHT CONSTRUCTION

*Experience Built Into
Every Project*

Mailing Address:
PO Box 458
Minot, ND 58702
Fax: (701)839-1094

ND Office:
21 2nd St NE
Minot, ND 58703
Ph: (701)839-5819

AZ Office:
2929 N Power Road
Mesa, AZ 85215
Ph: (480)640-2310

Tax ID: 45-0460658
ND Contractor's License: 28529 Class A
AZCC Entity ID: 23317392
AZ ROC License: 339135

June 22, 2023

Ryan & Kristen Boen
117 W. Central Ave.
Minot, ND 58701

Budget Proposal Only

RE: Boen 117 West Central Improvement Project

Thank you very much for allowing us to submit an *initial budget proposal* for this project. We do appreciate the opportunity. The proposal includes all material, labor, equipment, and supervision necessary to complete the building renovations at 117 West central Avenue in Minot, ND.

Please read this proposal carefully to determine whether it agrees with your understanding of the project requirements. All work will be completed according to all applicable State of North Dakota and City of Minot codes and regulations. Hight Construction LLC is an equal opportunity employer.

Project Documents: Schematic Design Plan Sheets G000 thru A601. Dated 5.11.23.
Project Plans by Ackerman -Estvold
Site Visit: 5-30-23 by Titus Clouse & Jay Hight.
Addendum - None

Scope of work included in this Proposal:

- All general requirements commonly associated with construction including worksite supervision, office administration, vehicles/transportation/maintenance, construction tools/equipment, fuel, insurance, layout, scaffolding/staging, daily cleanup, one final cleaning, job site safety requirements including MSDS documentation/OSHA compliance. A performance/payment bond is not included. Builders' Risk Insurance is not included.

SCOPE OF WORK:

- All demolition and removal notes as listed on sheets G000 thru AD101.
- All key notes as listed on sheets G000 thru A601
- Construction and renovations as per plans with the exception of salvaging any leaded glass.

Itemized Breakouts:

Second Level Window Replacement (Central Ave Side Only)	\$90,000.00
First Level Windows & Door Replacement (Central Ave Side Only) (Replacing transom windows only and doors)	\$48,000.00
Replace Overhead Garage Door	\$20,000.00
Exterior Improvements (Facade Stone, AC grate covers, & Lighting)	\$75,000.00
Interior Remodeling & Improvements for Live/Work Unit (Main Level 1,666 sf @ \$190/sf) (Upper Level 918 sf @ \$125/sf)	\$431,290.00

Base Budget Estimate: \$664,290.00

Project-Specific Clarifications:

- Proposal work scope based on the site visit made by Titus Clouse and Jay Hight from Hight Construction.
- This estimate is based on these documents which have no review comments or change requests from the city of Minot plan review department. If any comments or changes result in an increased work scope a price increase will be issued.
- Where the price of material, equipment, or energy increases significantly during the term of the contract through no fault of the contractor, the contract sum shall be equitably adjusted by change order. A significant price increase means a change in price from the date of the contract execution to the date of performance by an amount exceeding 3 percent. Such price increases shall be documented by vendor quotes, invoices, catalogs, receipts or other documents of commercial use.
- Where the delivery of materials, including but not limited to Structural Steel, Joists, Metal Deck and Miscellaneous Metals, is delayed through no fault of the contractor, the owner shall not hold the contractor liable for costs associated with such delay.

Project-Specific Exclusions:

- Exterior building painting
- Building signage and installation.
- Roof repairs
- Engineering errors, omissions, and additional design intent not clearly delivered or identified on referenced drawings.

Standard Clarifications:

- This proposal is based on a site visit and a schematic plan provided with dimensions. This proposal does not include further development of the Drawings and Specifications for such things as changes in scope, systems, kinds, and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Cost Change Order.
- This Contractor is not an Architect or Engineer and does not provide Design Services unless otherwise specifically provided in the Contract Documents. Any recommendations or input by Contractor relating to design, Drawings, and Specifications are intended as suggestions only for consideration by the Owner, Architect, or their consultants.
- Contractor makes no representations or warranties that its recommendations or input relating to design, Drawing, and Specifications complies with applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities or are suitable or compatible with the design intent.
- In the event of conflicting requirements in the bid documents, specifications manual and any supplemental special instructions this attachment take precedence.
- The contractor shall make a reasonable effort to provide timely material deliveries.
- To the extent permitted by law, ten percent (10%) retainage shall be withheld from amounts otherwise due until 50% of this scope is completed. At such time, retainage shall be reduced to five percent (5%) for the remaining billable work scope. Labor-only change orders are not subject to any retainage.

- Upon completion of this work scope, retainage is to be paid out within 60 calendar days.
- Payments are due and payable upon presentation of the Contractors Invoice. Amounts unpaid thirty (30) days after transmittal to the Owner or Owners Representative shall bear interest at the 6% per annum legal rate provided under North Dakota Law. This clause supersedes any pay-when-paid clause in the contract documents.
- Project Management, Design services, and Estimating hours required for change orders are a direct billable expense to the change order and not part of the Original Contract Overhead expense.
- We have not included payment and performance bond costs. Add 1% to the bid if you need a P&P Bond.
- All work is assumed to be during normal working hours of 7 am-4:30 pm. Monday-Friday.
- Includes Daily cleanup of own work areas to onsite dumpsters supplied by Hight Construction.
- Free and clear access to work areas before beginning scopes of work by others.
- Staging and laydown area for materials and equipment to be always provided onsite with clear and free access.

Standard Exclusions:

- Overtime, Night, or Weekend work.
- Relocation of staged materials or equipment once the agreed area is delegated for use.
- Hazardous material remediation of any kind.
- Unforeseen Conditions.
- Engineering of any kind including but not limited to civil, structural, mechanical, and electrical.
- Weather Delays.
- COVID-19 Delays.
- Special Permits
- Builders Risk Insurance
- Temp power & water utility charges.

Respectfully Submitted,
Hight Construction LLC.

Jay P. Hight

Jay P. Hight
President

Included standard insurance package which is:

• Employers' liability (per accident)	\$1,000,000
• Bodily injury by disease (policy limit)	\$1,000,000
• Bodily injury by disease (each employee)	\$1,000,000
• Business automobile liability (per accident)	\$1,000,000
• Commercial general liability (per occurrence)	\$1,000,000
• Commercial general liability (general aggregate)	\$3,000,000
• Commercial general liability (products/completed op's)	\$2,000,000
• Commercial general liability (personal/advertising injury)	\$1,000,000

Change Order Rates:

(Overhead and profit are included in the hourly rates)

- Project Management, Design services, and Estimating hours required for change orders are a direct billable expense to the change order and not part of the Original Contract Overhead expense.
- Labor-only change orders are not subject to retainage.

Estimator	\$ 75.00/hr.
Superintendent/Lead Carpenter	\$ 69.00/hr.
Carpenter	\$ 60.00/hr.
Laborer	\$ 39.00/hr.

For overtime hours a multiplier rate of 1.34 will be calculated.

Equipment

1. No overhead expenses or contractor fees are charged for the equipment.
2. All fuel for the project will be a direct charge to the project.
3. A small tool charge of 4% of labor for change orders will be charged to the project.

Materials:

1. Cost of materials plus 10% markup. All material tickets will be furnished.

Subcontractors:

1. Subcontractor Markup 5%.

On August 21, 2023, a Regular Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Ross called the meeting to order at 5:30 pm.

ROLL CALL

Members Present:

Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross

Members Absent:

None

PLEDGE OF ALLEGIANCE

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

MAYOR'S REPORT

Mayor Ross attended one on one meetings with the City Manager and City Attorney, MACEDC Board Meeting, Task Force 21 meeting, a few Home for the Holiday meetings, Chamber Infrastructure meeting, 16th St Interchange meeting, Sister City potential meeting, leadership on MAFB meetings, 54th Helicopter Squadron Ground Breaking, Governmental Affairs meeting, Souris Heights Open House, Fire Station 5 Ribbon Cutting and Promotional Ceremony, Public Works Director interviews, spoke with the Minot Public Schools teachers, and Welcome Speech to MSU Freshmen.

Mayor Ross also recognized Dan Jonasson on his retirement as the Public Works Director.

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the council.

PUBLIC HEARING: ZONING MAP AMENDMENT AND PRELIMINARY PLAT - HIGHLANDER ESTATES 6TH SUBDIVISION

Public hearing request by Ackerman Surveying, representing HL Development, LLC, owner for a zoning map amendment from "R2" Two-Family Residential District and "R3" Multiple Residence District to "GMU" General Mixed Use District, "C2" General Commercial District, and "RM" Medium Density Residential District. The application includes a request for a future land use map amendment from all Urban Residential to Mixed Use Center, General Commercial, and Urban Residential. Finally, the application includes a preliminary plat for the creation of Highlander Estates 6th Subdivision. The purpose of the application is to facilitate unspecified commercial and residential development. The legal description for the property is Lots 11 and 12, Highlander Estates Subdivision to the City of Minot, North Dakota.

The properties are unaddressed, being located north of the termination of 23rd St. SW and west of the termination of 35th Ave. SW.

Alderman Pitner moved City Council close the public hearing and approve the following in alignment with the Planning Commission recommendation:

1. An ordinance on the first reading for a zoning map amendment; and
2. A major subdivision preliminary plat for Highlander Estates 6th Subdivision.

Motion seconded by Alderwoman Evans and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

PUBLIC HEARING: ZONING MAP AMENDMENT - TOLLBERG SHORES 2ND ADDITION

Public hearing request by Dan Madler on behalf of BSI MHA, LLC representing Northern Lights Property Development, LLC, owner for a zoning map amendment from "R1" Single-Family Residential District to "RM" Medium Density Residential District for the purpose of constructing two (2) thirty-six unit apartment complexes. The legal description for the property is Lot 2, Block 1, Tollberg Shores Second Addition.

The property is unaddressed, being located north of the area pond, lying east of 16th St. NW. and west of 27th Ave. NW.

Alderman Pitner moved City Council close the public hearing and approve an ordinance on first reading for a zoning map amendment in alignment with the Planning Commission recommendation.

Motion seconded by Alderwoman Evans and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

PUBLIC HEARING: ZONING MAP AMENDMENT - WEST HILLS ACRES 2ND ADDITION

Public hearing request by Wade Huus, owner for a zoning map amendment from "R1" Single-Family Residential to "RR" Rural Residential District for the purpose of constructing a third outbuilding. The legal description of the property is Lot 1, West Hills Acres 2nd Addition to the City of Minot, North Dakota.

The address for the property is 3500 Highview Ave. NW.

Alderwoman Evans moved City Council close the public hearing and approve in opposition to the Planning Commission, referring to the originally provided findings of fact generated by staff:

- 1) The applicants have submitted a complete application.
- 2) The present zoning is "R1" Single-Family Residential District.
- 3) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Rural Residential.
- 4) The proposed zoning map amendment satisfies the evaluative criteria of Section 9.1-7. H. 1. thru 4. of the Land Development Ordinance as outlined in the Staff Analysis section of staff's written report.
- 5) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether the zoning map amendment be approved, with or without conditions, or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances

Motion seconded by Alderman Pitner and carried by the following roll call vote: ayes: Burlingame, Evans, Pitner, Ross; nays: Jantzer, Olson, and Podrygula.

PUBLIC HEARING: TEXT AMENDMENT - ARTICLE 13.1-4. D.

Public hearing request by the City of Minot for a zoning text amendment to amend that portion of code related to replacement of residential dwellings in non-agricultural and non-residential districts. The changes are proposed for Section 13.1-4. D. of the Land Development Ordinance of the City of Minot.

Alderman Pitner moved City Council close the public hearing and approve an ordinance on first reading for a zoning text amendment in alignment with the Planning Commission recommendation.

Motion seconded by Alderman Jantzer and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

PUBLIC HEARING

PUBLIC HEARING: RENAISSANCE ZONE CONDITIONAL APPROVAL PROJECT M-105. KRISTIN BOEN, BOOMTOWN ENTERPRISES, LLC

Alderman Pitner moved City Council close the public hearing and approve the Renaissance Zone Case M-105 by Kristen Boen of Boomtown Enterprises, LLC for a five-year property tax exemption including improvements. Advances to the State for their conditional approval.

Motion seconded by Alderwoman Evans and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

CONSENT ITEMS

Alderman Pitner moved the City Council approve consent items 7.1-7.14.

7.1 CITY COUNCIL MINUTES - Approve the minutes of the August 7, 2023, Special City Council meeting and the August 7, 2023, Regular City Council meeting.

7.2 ORDINANCES – Approval of the following ordinances considered for second reading:

1. Ordinance 5877 - 2023 BA - Terminal Roadway Study
2. Ordinance 5878 - 2023 BA - Purchase of PD K-9
3. Ordinance 5879 - Midco Franchise Agreement Ordinance

(Ordinances are available for inspection and copying at the City Hall City Clerk's Office during normal office hours (generally Monday 8:00am – 4:30pm))

7.3 ADMINISTRATIVE APPROVALS - Approve the administrative approvals.

1. Minotauros Booster Club to conduct raffles from September 1, 2023 through May 11, 2024 (Home Games) at Maysa Arena (2501 Burdick Exwy W).
2. Norsk Hostfest Association to conduct a raffle on September 30, 2023 at the Norsk Hostfest Office (1020 S Broadway).
3. Bread of Life Lutheran Church to conduct a raffle on August 4, 2023 at Corbett Field (1124 E Burdick Expwy).
4. Minot Y's Men Indoor Rodeo to conduct a raffle on September 22-23, 2023 at Minot Municipal Auditorium (420 3rd Ave SW).
5. Cardinal Athletic Booster to conduct raffles from August 29, 2023 through February 16, 2024 at Nedrose High School (5705 15th Ave SE).
6. African American Heritage Council to conduct a raffle on September 30, 2023 at Hammond Park (200-298 8th Ave NE).
7. Four Special Event Permits for Atypical, LLC dba Atypical Brewery & Barrelworks (510 E Central Ave).
8. Three Special Event Permits for Der Blaue, LLC dba Blue Rider (118 1st Ave SE).
9. Special Event Permit for Pointe of View Winery, LLC dba Pointe of View Winery (8413 19th Ave NW).
10. Two Special Event Permits for Pour Fools, LLC dba The Pour Farm (201 37th Ave SW).
11. Special Event Permit for The "O"riginal, Inc. dba The "O"riginal Bar and Nightclub (720 N Broadway).
12. Special Event Permit for Casey's Cookies, Inc. dba Cookies for You (117 Main St S).

7.4 MAYORAL APPOINTMENTS – Confirm the following Mayoral Appointments:

Heating and Air Conditioning Board

- Travis Mowbray with a term to expire June 2025
- Caleb Bulow with a term to expire November 2024
- Floyd Hanson with a term to expire June 2025
- Jesse Schroeder with a term to expire June 2025

Plumbing Board

- Trent Livedalen with a term to expire June 2025
- Timothy Feist with a term to expire June 2025
- Wayne Burbach with a term to expire June 2025
- Dalen Kendall with a term to expire June 2025

Board of Appeals

- Scott Huber with a term to expire June 2028

MAGIC Fund

- Jordan Nelson with a term to expire June 2026

7.5 MINOR SUBDIVISION PLAT: COUNTRYSIDE VILLAS 7TH ADDITION - Approve a minor subdivision plat as provided in Attachment A to create Countryside Villas 7th Addition.

7.6 CONTRACT AMENDMENT FOR FI-7, JK HURT RENTALS LLC NOT TO EXCEED \$90,356 FOR FAÇADE IMPROVEMENTS AND TO AUTHORIZE MAYOR TO SIGN ALL NECESSARY DOCUMENTS - Approve an Amendment to Case FI-8 for JK Hurt Rentals, LLC for façade renovation work to be performed at 121 Main Street S as amended in an amount not to exceed \$90,356 (total) subject to terms and conditions and authorize the Mayor to execute all necessary documents.

7.7 SPECIAL ASSESSMENT APPROVAL; 2023 NUISANCE ABATEMENT (4671) - Approve the assessment roll for the 2023 Nuisance Abatement Project 4671.

7.8 SPECIAL ASSESSMENT APPROVAL; SIDEWALK REPAIR (4626) - Approve the assessment roll for Sidewalk Repair Project 4626

7.9 2023-2024 SIDEWALK SNOW REMOVAL CONTRACT – AWARD OF BID (4795) - Authorize a contract for snow removal on the city sidewalk and bike path areas with Schultz Property Maintenance, LLC and authorize the Mayor to sign the contract.

7.10 PAVING & UTILITY DISTRICT 2021-1 (4585) – ENLARGE DISTRICT/AMEND ENGINEERING REPORT RESOLUTIONS - Approve the resolutions to enlarge the district and to amend the engineering report for the improvement district.

7.11 16TH ST INTERCHANGE REHABILITATION CONSULTANT SELECTION - Select SRF Consulting to perform engineering services for the project and authorize the City Engineer to negotiate a scope and fee.

7.12 CONTRACT FOR GRANT ADMINISTRATION SERVICES FOR WILDLIFE HAZARD MITIGATION PROJECT - SHORT ELLIOTT HENDRICKSON, INC. - Approve the Grant Administration Work Order to be conducted by Short Elliott Hendrickson Inc. (SEH); and authorize the Mayor to sign the agreement.

7.13 OFFER SECOND CONTRACT EXTENSION WITH DOUBLE L LOADERWORKS FOR SNOW REMOVAL SERVICES AT THE MINOT INTERNATIONAL AIRPORT (MOT) - Approve a second contract extension of contract terms to Double L Loaderworks for snow removal services and authorize the Mayor to sign any applicable documentation.

7.14 AUTONOMOUS FLOOR SCRUBBER ACQUISITION ADVERTISEMENT FOR BIDS - Approve the Specifications and authorize a call for bids.

Motion seconded by Alderman Burlingame and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

ACTION ITEMS

8.1 CPSM PUBLIC SAFETY ASSESSMENT – APPROVED

Alderman Podrygula moved the City Council approve CPSM conducting a Public Safety Assessment of the Minot Police and Fire Departments; authorize the City Manager to sign all necessary agreements, contracts, and/or documents; and approve the budget amendment for funding of CPSM Public Safety Assessment.

The motion was seconded by Alderman Jantzer and carried the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

8.2 MORATORIUM AND ESTABLISHMENT OF AD HOC COMMITTEE ON HUMAN RELATIONS - APPROVED

Alderman Burlingame moved the City Council:

1. Declare a moratorium suspending Division 4 of Chapter 2, Article V of the City of Minot's Code of Ordinances (the Human Relations Committee Ordinance) until December 31, 2023, or until this Council repeals or amends the Human Relations Ordinance, whichever occurs first;
2. Establish an Ad Hoc Committee on Human Relations (Ad Hoc Committee) to review the Human Relations Committee Ordinance and make a recommendation to the City Council regarding whether the ordinance should remain in effect, and if so, make a recommendation on any amendments that could be made to the present ordinance, if any;
3. Confirm the City Council's appointments to the Human Relations Committee, as originally confirmed on July 10, 2023, as appointments to the Ad Hoc Committee; and
4. Confirm Alderwoman Olson and Alderman Burlingame's appointments as Co-Chairs of the Ad Hoc Committee, with voting authority, and that the Ad Hoc Committee shall abide by the Rules of Order applicable to meetings of the City Council as set forth in Minot City Ordinance Sec. 2-31; and
5. Direct the Ad Hoc Committee, in cooperation with city staff, to develop a plan to study the Human Relations Committee Ordinance, hold public hearings as needed, determine the impact of this ordinance on the City; and
6. Confirm that the Ad Hoc Committee is not to act as the Human Relations Commission (HRC) as described in the Human Relations Committee Ordinance.

The motion was seconded by Alderman Jantzer.

Alderwoman Evans motioned to amend the original motion striking #1:

Declare a moratorium suspending Division 4 of Chapter 2, Article V of the City of Minot's Code of Ordinances (the Human Relations Committee Ordinance) until December 31, 2023, or until this Council repeals or amends the Human Relations Ordinance, whichever occurs first.

The motion to amend was seconded by Alderman Podrygula and carried the following vote: ayes: none; nays: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross. The motion to amend failed.

Whereupon the council returned to the original motion by Alderman Burlingame. The original motion was seconded by Alderman Jantzer and carried the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

PERSONAL APPEARANCES

There were no personal appearances.

MISCELLANEOUS AND DISCUSSION ITEMS

10.1 BROWN & BROWN PRESENTATION - 2024 INSURANCE RENEWAL

Katie Veidel and other members of the Brown & Brown team presented to the City Council the 2024 insurance information.

10.2 STORM SEWER DISTRICT 121 PROJECT UPDATE (4087)

Lance Meyer, City Engineer, gave a project update on Storm Sewer District 121

BUDGET Q & A

The Budget Q & A was a time for the City Council members to ask staff about the 2024 Proposed Budget.

LIAISON REPORTS

Alderman Pitner has his meetings this week. Alderman Burlingame attended the Childcare in Minot meetings and the Human Relations Committee meeting. Alderwoman Olson attended the Childcare in Minot meeting, the SBPC Loan Review and Executive Board meetings, the Human Relations Committee meeting.

Alderman Jantzer and Alderwoman Olson have the Liaison Committee meeting and MPO Policy Board meeting upcoming. Alderwoman Evans attended the Ward County Planning meeting and the Library Board meeting. Alderman Podrygula attended the Annual Convention of American Psychological Association on his own but discussed the different aspects that related to the city.

ADJOURNMENT

There being no further business, Alderman Pitner moved the City Council meeting be adjourned. Motion seconded by Alderwoman Evans and carried unanimously. Meeting adjourned at 7:57 pm.

For the full August 21, 2023 Regular City Council meeting video, see: [City Council Meeting August 21st, 2023 - YouTube](#)

ATTEST 
Mikayla McWilliams, City Clerk

APPROVED: 
Thomas Ross, Mayor

DATE: July 19, 2023

TO: Jonathan Rosenthal, Economic Development Administrator

FROM: Damon Druse, Asst City Assessor

REFERENCE: Renaissance Zone Prospective Project located at 117 Central Ave W, application by Boomtown Enterprises, LLC.

I have been asked to provide some property tax information on the current and estimated future assessment of a building at 117 Central Ave W. The 2023 True and Full assessment is \$524,000. The building assessment portion is \$466,000 and the estimated taxes on the building amount for 2023 are \$8,550. If the Renaissance application were approved, approximately \$42,750 ($\$8,550 \times 5$ yrs) would not be collected over 5 years of tax exemption.

If the project were to receive approval under the Renaissance zone exemption, the estimated True and Full Value on the building after completion of construction and through the 5-year exemption period would be approximately \$842,000. The estimated taxes on this amount for the building would be about \$15,450 per year.

If the project meets certain Renaissance zone guidelines, the land may also qualify for being exempt for the same 5-year period. The 2023 land value is \$58,000 and the estimated tax amount is \$1,050 per year ($\$1,050 \times 5$ yrs = \$5,250).

In total, if the Renaissance application were approved (building and land exempt), approximately \$48,000 would not be collected over 5 years of tax exemption.

Please remember it is difficult to project values and tax rates into the future and if the completed building becomes different than proposed, estimates could change.

Please reach out to the City of Minot Assessor's Office for any further questions.



PO Box 458
Minot, ND 58702-0458

Invoice

Date	Invoice #
3/5/2024	6281

Bill To
Boomtown Enterprises LLC 408 20th Ave SW Ste 101 Minot, ND 58701

Work Completed	Terms
117 W Central	Net 15

Quantity	Description	Rate	Amount
	117 West Central Improvement Project Progress Billing thru 03/02/2024		
	Materials		
	Menards	425.33	425.33
	Prairie Supply	23.98	23.98
	Labor		
1	Estimator/Project Manager @ \$75/hour	75.00	75.00
6	Superintendent/Lead Carpenter @ \$69/hour	69.00	414.00
3	Carpentry Labor @ \$60/hour	60.00	180.00
	10% Overhead - Materials	44.931	44.93
	Other Charges		
	City Landfill	23.45	23.45
	Small Tools Charge - 5% Labor	33.45	33.45
1.05	Subcontracts + 5% Fargo Glass	50,863.00	53,406.15
Thank you for your business!		Total:	\$54,626.29
	Federal Tax ID	Payments/Credits:	\$0.00
		Balance Due:	\$54,626.29
** Invoice Becomes Past Due 30 Days from Invoice Date. 1.5% Per Month Finance Charge on Past Invoices (18% Annual). **			



Invoice

Date	Invoice #
1/28/2024	6258

PO Box 458
Minot, ND 58702-0458

Bill To
Boomtown Enterprises LLC 408 20th Ave SW Ste 101 Minot, ND 58701

Work Completed	Terms
117 W Central	Net 15

Quantity	Description	Rate	Amount
	117 West Central Improvement Project Progress Billing thru 01/27/2024		
	Materials		
	Mac's Hardware	20.40	20.40
	Minot Lumber	90.17	90.17
	Labor		
4	Estimator/Project Manager @ \$75/hour	75.00	300.00
38.5	Superintendent/Lead Carpenter @ \$69/hour	69.00	2,656.50
28.5	Carpentry Labor @ \$60/hour	60.00	1,710.00
	10% Overhead - Materials	11.057	11.06
	Other Charges		
	City Permit	40.00	40.00
	Small Tools Charge - 5% Labor	233.325	233.33
1.05	Subcontracts + 5% Vannett Painting	274.83	288.57

Thank you for your business!		Total:	\$5,350.03
Federal Tax ID	Payments/Credits:		\$0.00
Federal Tax ID	Balance Due:		\$5,350.03

** Invoice Becomes Past Due 30 Days from Invoice Date. 1.5% Per Month Finance Charge on Past Invoices (18% Annual). **

Mac's-Minot
400 20th Avenue SW
Minot, ND 58701

PAGE NO 1

PHONE: (701) 838-1016

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
32800	000	23-38	DALTON	COTC	JC13648	1/8/24 8:36

DUE DATE: 2/10/24

TERMINAL: 2111

SOLD TO:
HIGHT CONSTRUCTION LLC
P.O. BOX 458

SHIP TO:

MINOT ND 58701

701-839-5819

TAX: 130 MINOT, ND

INVOICE: D42236/B

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	1053927	RF100-11 4X11 PAINT ROLLER FRAME		1	2.99 /EA	2.99
2	1	1	EA	1057970	58907 4X12FT DROP CLOTH		1	15.99 /EA	15.99

Hight Construction, LLC
RECEIVED

Date: 1/15/24 PM: Titus
Job Name/No: 23-38 Task Code: 6200
Approved: Ok Date: 1-15-24
Note: Tjm

20.40

TAXABLE 18.98
NON-TAXABLE 0.00
SUBTOTAL 18.98



TOT WT: 0.00
MID: ***6728

** Capital One PAYMENT**

TAX AMOUNT 1.42
TOTAL 20.40

X

Received By
Mail Capital One Trade Credit payments to:
Capital One Trade Credit
PO Box 105525

**Minot Lumber & Hardware, Inc.**

PO Box 1147
204 20th Avenue SE
Minot, ND 58702
Contact us: 701-852-3151

Sales Invoice**Invoice No****M310839****Invoice Date**

12/14/2023

Terms

NET 30

Customer

HI105

Your Ref

2338

Our Ref

1830290

Taken By

Shane Lider

Sales Rep

Brenda Berntson

Invoice Address

Hight Construction
PO Box 458
Minot, ND, 58701

Delivery Address

Hight Construction
PO Box 458
Minot, ND, 58701



Page 1 of 1

Special Instructions**Notes**

Line	Description	Qty/Footage	Price	Per	Total
1	4774956 - 10004 Big Stretch Black	12 ea	6.99	ea	83.88

Hight Construction, LLC
RECEIVED
Date: 12/22/23 PM: Tite
Job Name/No: 23-38 Task Code: [REDACTED]
Approved: ok Date: 12-26-23
Note: Tkm

The invoice is due on 01/13/2024.

In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 25% on the principal balance due plus court costs.

Total Amount	\$83.88
Sales Tax	\$6.29
Invoice Total	\$90.17

Goods received in good condition

Print name

Signature

Dalton Brackets

Job Number:

23-38

Week Ending:

1-6-24

[illegible]

20/24

Page 60 of 453

Josef Lutz

Job Number:

2023-38

Week Ending:

27/24

[illegible]



Remittance:
City of Minot
Treasurer's Office
PO Box 5006
Minot, ND 58702

For payment inquiries
or to pay by credit
card, please call
701-857-4770.

Inspection Invoice

Customer Copy

For billing inquiries, please call 701-857-4102.

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
HIGHT CONSTRUCTION	12/15/2023	16800	\$0.00	01/14/2024	\$40.00		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
IN EXCAVATION PERMIT - ROAD CLOSURE AT 117 W CENTRAL AVE PERMIT 23-1986	1.00	\$40.000000	EACH	\$40.00	\$0.00	\$0.00	\$40.00
Invoice Total:					\$40.00		

HAPPY HOLIDAYS FROM EVERYONE AT THE CITY OF MINOT

Hight Construction, LLC
RECEIVED
Date: 1 / 9 / 24 PM: Tues
Job Name/No: 23-38 Task Code: 8600
Approved: OK Date: 1-9-24
Signature: TAM

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



Remittance:
City of Minot
Treasurer's Office
PO Box 5006
Minot, ND 58702

For payment inquiries
or to pay by credit
card, please call
701-857-4770.

Inspection Invoice

Remit Portion

Invoice Date	12/15/2023
Invoice Number	16800
Customer Number	464
Amount Paid	
Due Date	01/14/2024
Invoice Total Due	\$40.00

HIGHT CONSTRUCTION
PO BOX 458
MINOT, ND 58702-0458

Accounts not paid within 30 days of the date of the invoice
are subject to a 1.75% late fee.

CITY OF MINOT
INSPECTION DEPARTMENT
1025 31ST ST SE
MINOT, ND 58701

Application Number 23-00001966 Date 1/09/24
Property Address 117 W CENTRAL AVE
Parcel Number: MI242380400241
Application type description EXCAVATION ROW PERMIT
Subdivision Name MINOT ORIGINAL
Property Use UNKNOWN
Property Zoning COMMERCIAL CENTRAL BUSINE
Application valuation 0

Type of Work
CLOSED FOR 2ND FLOOR WINDOW REPLACEMENT

Owner

BOOMTOWN ENTERPRISES, LLC
408 20TH AVE SW
STE 101
MINOT ND 58701

Contractor

HIGHT CONSTRUCTION
JAY HIGHT
P O BOX 458
MINOT ND 58702

Permit EXCAVATION ROW PERMIT
Additional desc . . .
Permit Fee 40.00 Plan Check Fee 0.00
Issue Date 12/13/23 Valuation
Expiration Date 6/10/24

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	40.00	.00	.00	40.00
Plan Check Total	.00	.00	.00	.00
Grand Total	40.00	.00	.00	40.00

VANNETT PAINTING
30 CAMBRIDGE COVE
SURREY, ND, 58785

30 CAMBRIDGE COVE



INVOICE #207

TO: Hight Construction
P.O. Box 458
Minot, ND, 58702-0458

DATE ISSUED

1-9-2024

TOTAL AMOUNT

\$274.83

Work performed at:

Job #23-38 trim

WORK COMPLETED :

MATERIALS

TOTAL:

1 Paint 2 coats on 81 linear feet of 1/2 foot boards

\$51.38

\$274.83

2 Paint 2 coats on 77 linear feet of casing

3

4

5

6

7

8

9

10

11

Hight Construction, LLC

RECEIVED

Date: 1/10/24 PM: Titus
Job Name/No: 23-38 Task Code: 9900
Approved: OK Date: 1-12-24
Title: TJM

TOTAL:

\$274.83

Payment Status: **In Transit**

Your check has been sent to the USPS and is in transit.

The check has been printed, sealed, and sent to USPS for delivery. Check back later for updates.

Pay To: Hight Construction

Address: [REDACTED] 3

M [REDACTED]

Memo/Account #: BoomtownEnterprises

Amount: \$10,236.24

Check #: [REDACTED]

Pay From: Boomtown Checking

Mail Date: 04/29/24 | Estimated delivery: 05/13/24 - 05/14/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

Show In Register

Close Window

Payment Status: **Delivered 05/03/24**

Estimated Delivery 05/03/24

The USPS has provided us with a status of delivery. We cannot confirm actual day of delivery, but if it returned to sender, you'll receive a notification.

Pay To: Hight Construction

Address: [REDACTED]
[REDACTED]

Memo/Account #: BoomtownEnterprises

Amount: \$50,000.00

Check # [REDACTED]

Pay From: Boomtown Checking

Mail Date: 04/29/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

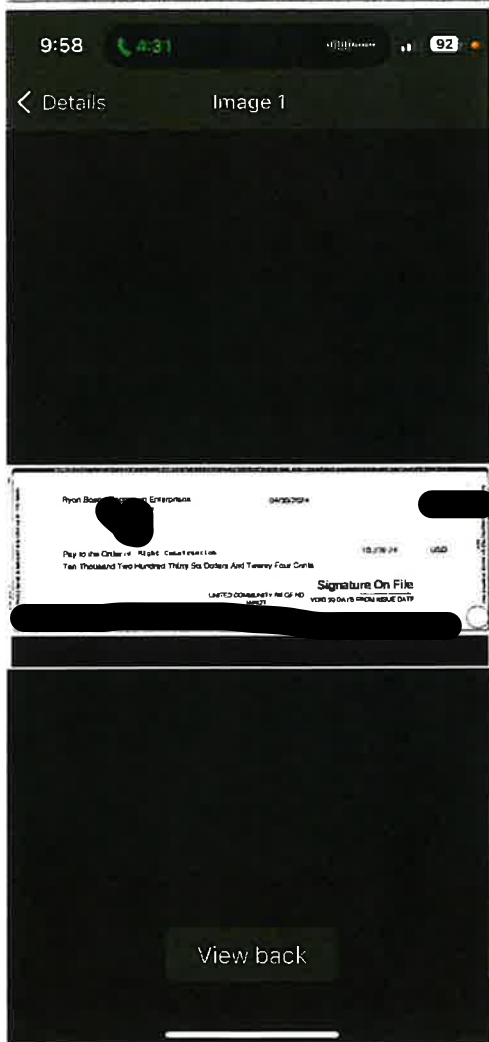
Show In Register

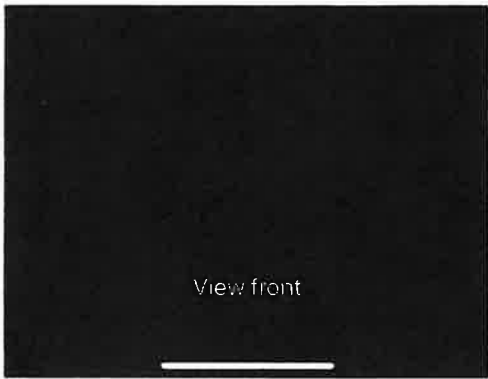
Close Window

Brian Billingsley

From: Kristen Boen <kristenboen@gmail.com>
Sent: Tuesday, May 7, 2024 12:44 PM
To: Brian Billingsley
Subject: Re: 117 W Central invoices and checks

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





Gaytee - Palmer Stained Glass
1519 Central Avenue NE
Minneapolis, MN 55413 US

[REDACTED]
[REDACTED]
9 [REDACTED]

INVOICE

BILL TO

Kristen Boen
1530 Cook Drive
Minot, ND 58701

INVOICE # 2870

DATE 10/03/2023

DUE DATE 04/03/2024

ACTIVITY	AMOUNT
Repair/Relead Per Proposal dated 7.225.2023 Relead prism glass on north side of building at 117 West Central Avenue	56,510.00
PAYMENT	56,510.00
BALANCE DUE	\$0.00

PAID

Web Site ~ Gaytee-PalmerStainedGlass.com

Email ~ [REDACTED]

Fax ~ [REDACTED]

BOOMTOWN ENTERPRISES LLC
408 20TH AVE SW STE 101
MINOT ND 58701

Sep 30, 2023

Pg 1 of 2

BUS SELECT

09/01/2023 Beginning Balance
7 Deposits/Other Credits +
19 Checks/Other Debits -
09/30/2023 Ending Balance 30 Days in Statement Period

----- Deposits/Other Credits -----

09/01/2023 ACH Deposit
WESTERN AGENCY Tompkins /
09/12/2023 ACH Deposit
WESTERN AGENCY Applied -
09/14/2023 Deposit
09/14/2023 I BANKING XFER CR
INTERNET XFR FRM PLATINUM C XXXXXX7765
09/27/2023 ACH Deposit
DAKOTA PROPERTY Sept 2023 CREDIT
09/29/2023 ACH Deposit
EC MIDWEST PAYMENTS PAYMENTS
09/30/2023 Accr Earning Pymt Added to Account

----- Checks listed in numerical order; (*) indicates gap in sequence -----

Check	Date	Amount	Check	Date	Amount
1318	09/01	500.00			

----- Other Debits -----

09/05/2023 ACH Payment 1249
MR. LAWN BILL PAY
09/07/2023 ACH Payment XCEL ENERGY-MN XCELENERGY
09/11/2023 ACH Payment 1251
MIKE WALD BILL PAY
09/11/2023 ACH Payment 1252
CLEANTECH BILL PAY
09/11/2023 ACH Payment 1253
CLEANTECH BILL PAY
09/11/2023 ACH Payment CHASE CREDIT CRD AUTOPAY
09/11/2023 ACH Payment AMEX EPAYMENT ACH PMT
09/13/2023 ACH Payment AMEX EPAYMENT ACH PMT
09/15/2023 ACH Payment
FIRST INT'L BANK ACH TRANS.
09/18/2023 ACH Payment
PAYPAL INST XFER INSTANT TRANSFER
09/22/2023 ACH Payment
PAYPAL INST XFER INSTANT TRANSFER
09/26/2023 ACH Payment 1254
MINOT WATER DEPA BILL PAY
09/26/2023 ACH Payment 1255
BRITE WAY BILL PAY

BOOMTOWN ENTERPRISES LLC

Sep 30, 2023

Pg 2 of 2

09/26/2023 ACH Payment	1256	
MR. LAWN BILL PAY		
09/26/2023 ACH Payment		
FPL DIRECT DEBIT ELEC PYMT 0000000000000000		
09/26/2023 ACH Payment		
PAYPAL INST XFER INSTANT TRANSFER		
09/27/2023 ACH Payment	127	25,000.00
PALMER STAINED G BILL PAY		
09/28/2023 ACH Payment	128	3,255.00
PALMER STAINED G BILL PAY		

ACH =
no check

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

09/1
09/1

----- Earnings Summary -----

** Below is an itemization of the Earnings **
** paid this period. **

8:51

89

< Details

Image 1

Apply to account: Kristen Boen - Kristen Boen

PAY TO THE ORDER OF TWENTY-EIGHT THOUSAND, TWO HUNDRED FIFTY-FIVE DOLLARS AND N
0/100

DATE 04/08/2024

AMOUNT **\$28255.00

GAYTEE - PALMER STAINED GLASS

BRAVERA

check

8:52



< Details

Image 1

ENDORSE HERE
FOR DEPOSIT ONLY

Cayce Palmer Stained Glass

☐ FOR MOBILE DEPOSIT ONLY

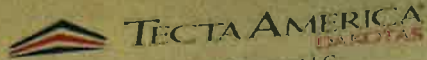
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

15302431
15302431
15302431

FEDERAL RESERVE BANK REGULATION CC

Security features on the currency include a Microprint
border, Optic Clear window, Security Strip, and Security
Feature, and Security Paper with Microprint and Optic Clear
Security Feature. New Series 100 Dollar Bill, 2013
and 2013 Series 100 Dollar Bill.

100
100
100



Tecta America Dakotas LLC
P.O. Box 12878 • Phone: 701-775-5369
Grand Forks, ND 58208-2878 • Fax: 701-775-2415

INVOICE

Invoice Number: S025013080
Invoice Date: 05/30/24
Due Date: 05/30/24
Page No: 1

Bill To: Boomtown Enterprises
408 20th Ave SW
Minot, ND 58701

Ship To: Loft Apartments
[Redacted Address]

Ship Via:
Ship Date: 05/30/24
Terms: Due Upon Receipt
Job Description: Loft Apartments

Customer ID: BOOM15
Customer P.O.:
Salesperson: Travis Muscha
Project No.: 253240038

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Loft Apartments	ea	1	1	6,191.00	6,191.00

Roofing service per quotation B013792
for \$6,191.00

Amount Subject to
Sales Tax
0.00

Amount Exempt
from Sales Tax
6,191.00

Subtotal: 6,191.00
Invoice Discount: 0.00
Tax: 0.00
Total: 6,191.00

Payments are due on the date specified above as the Due Date. Unpaid invoices shall bear interest at the rate of 1 1/2% per month.
Customer shall be responsible for all costs of collection, including reasonable attorneys' fees incurred due to nonpayment.
We pay Sales Tax on gross amount billed, not on net of retention.



TECTA AMERICA
DAKOTAS

Tecta America Dakotas LLC
P.O. Box 12878 • 701-775-5369
Grand Forks, ND 58208-2878 • 701-775-2419

STATEMENT

Statement Date: 05/31/24

Account Number: BOOM15

Page: 0

CUSTOMER:

Boomtown Enterprises
408 20th Ave SW
Minot, ND 58701

CONTACT:

PHONE:

Document	Date	Terms	Code	Description	Amount	Balance
S025019140	05/31/24	Due Upon	Invoice	Loft Apartments	1,778.00	1,778.00

Statement Aging:	Current	31 - 60 Days	61 - 90 Days	Over 90 Days
Days old:				
Aged amounts:	1,778.00	0.00	0.00	0.00
Statement Balance			1,778.00	1,778.00

WARNING: DO NOT SIGN THIS CHECK UNTIL YOU HAVE RECEIVED THE SIGNATURE FROM THE PAYEE. WHEN SIGNING, SIGN OVER THE CHECK AND SIGN YOUR NAME. THE CHECK IS PROTECTED BY PAYEE POSITIVE PAY PROTECTION. THE CHECK IS PROTECTED BY PAYEE POSITIVE PAY PROTECTION. THE CHECK IS PROTECTED BY PAYEE POSITIVE PAY PROTECTION.

PAYEE NAME & AMOUNT ARE ON FILE AT THE BANK

Ryon Boen - Boomtown Enterprises
[REDACTED] Ave SW

06/06/2024

Pay to the Order of: TectaAmerica

Six Thousand One Hundred Ninety One Dollars And Zero Cents**

6,191.00 USD

Signature On File

UNITED COMMUNITY BK OF ND
MINOT
MINOT, ND

VOID 90 DAYS FROM ISSUE DATE

Reference: Boomtown Enterprises

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PAY TO THE ORDER OF
WELLS FARGO BANK, N.A.
FOR DEPOSIT ONLY
TECTA AMERICA CONCENTRATION
GREENBERG ROOFING

[REDACTED]

PAYEE NAME & AMOUNT ARE ON FILE AT THE BANK

Ryon Boen - Boomtown Enterprises
408 20th Ave SW
Suite 101
Minot, ND
58701

06/18/2024

THIS CHECK IS PROTECTED BY PAYEE POSITIVE PAY
RDP

Pay to the Order of: TectaAmerica

1,778.00

USD

One Thousand Seven Hundred Seventy Eight Dollars And Zero Cents

Signature On File

UNITED COMMUNITY BK OF ND
MINOT
MINOT, ND

VOID 90 DAYS FROM ISSUE DATE

Reference: Boomtown Enterprises - BOOM15

PAY TO THE ORDER OF
WELLS FARGO BANK, N.A.
FOR DEPOSIT ONLY
TECTA AMERICA CONCENTRATION
STG

DOMINGUEZ CONSTRUCTION LLC

Contractors Invoice

BOOMTOWN ENTERPRISES

ATTN: KRISTEN BOEN

WORK PERFORMED AT:

117 W CENTRAL AVE

MINOT, ND

DATE
08/30/2024

YOUR BOMI ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

- HANGING, TAPING, PRIMING, TEXTURING (MEDIUM ORANGE PEEL TEXTURE), PRIMING AND PAINTING THE NEW WALLS AND CEILING NEEDING DRYWALL
- TAPING, PRIMING AND TEXTURING (MEDIUM ORANGE PEEL TEXTURE) A FEW WALLS NEEDED.
- MUDDING, PRIMING AND TEXTURING (MEDIUM ORANGE PEEL TEXTURE) WALLS AND CEILING WHERE NEEDED

TOTAL AMOUNT DUE FOR THIS INVOICE \$15,200.00

Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____)

is a ☐ Partial ☐ Full invoice due and payable by:accordance with our ☐ Agreement ☐ Proposal

No. _____

Dated _____

adams NC3122

30-11

Payment Status: **Delivered 08/27/24**

Estimated Delivery 08/27/24

The USPS has provided us with a status of delivery. We cannot confirm actual day of delivery, but if it returned to sender, you'll receive a notification.

Pay To: Dominguez Construction LLC

Address: 1616 Rivers Edge Dr SE
Minot, ND 58701-7942

Memo/Account #: Boomtown Enterprises

Amount: \$15,200.00

Check #: [REDACTED]

Pay From: Boomtown Checking

Mail Date: 08/22/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

Show In Register

Close Window



MINOT
101 28TH AVE SE
MINOT, ND 58701

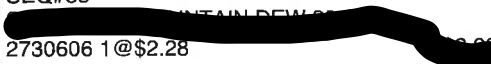


Not valid for rebate submissions

Allowable returns for items on this receipt
will be in the form an in store credit
voucher if the return is done after
10/21/24

SPECIAL ORDER	30657695
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$815.83	\$815.83
SEQ#18	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$0.00 SEQ#17	\$0.00
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$0.00 SEQ#16	\$0.00
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$1,466.85	\$1,466.85
SEQ#15	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$821.72	\$821.72
SEQ#30	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$287.60	\$287.60
SEQ#29	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$821.72	\$821.72
SEQ#28	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$219.46	\$219.46
SEQ#27	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$0.06 SEQ#34	\$0.06
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$128.99	\$128.99
SEQ#33	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$429.97	\$429.97
SEQ#32	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$0.06 SEQ#31	\$0.06
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$444.09	\$444.09
SEQ#22	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$444.09	\$444.09
SEQ#21	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$444.09	\$444.09
SEQ#20	

CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$444.09 SEQ#19	\$444.09
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$627.02 SEQ#26	\$627.02
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$202.58 SEQ#25	\$202.58
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$578.79 SEQ#24	\$578.79
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$0.06 SEQ#23	\$0.06
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$209.58 SEQ#46	\$209.58
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$598.79 SEQ#45	\$598.79
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$205.87 SEQ#44	\$205.87
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$588.20 SEQ#43	\$588.20
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$716.43 SEQ#50	\$716.43
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$209.58 SEQ#49	\$209.58
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$598.79 SEQ#48	\$598.79
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$379.39 SEQ#47	\$379.39
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$621.73 SEQ#38	\$621.73
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$0.06 SEQ#37	\$0.06
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$128.99 SEQ#36	\$128.99
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$429.97 SEQ#35	\$429.97
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$207.72 SEQ#42	\$207.72
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$593.49 SEQ#41	\$593.49
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB
4009793 1@\$0.06 SEQ#40	\$0.06
CAR DES SUNFIELD MAPLE SPECIAL ORDER	SB

4009793 1@\$621.73	\$621.73
SEQ#39	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$52.94 SEQ#62	\$52.94
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$37.06 SEQ#61	\$37.06
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$37.06 SEQ#60	\$37.06
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$37.06 SEQ#59	\$37.06
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 14@\$0.06 SEQ#66	\$0.84
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 8@\$103.52	\$828.16
SEQ#65	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 5@\$31.17 SEQ#64	\$155.85
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$67.64 SEQ#63	\$67.64
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$438.30	\$438.30
SEQ#54	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$375.68	\$375.68
SEQ#53	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$1,252.28	\$1,252.28
SEQ#52	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$0.06 SEQ#51	\$0.06
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$769.13	\$769.13
SEQ#58	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$2,197.52	\$2,197.52
SEQ#57	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$360.57	\$360.57
SEQ#56	
CAR DES SUNFIELD MAPLE	SB
SPECIAL ORDER	
4009793 1@\$360.57	\$360.57
SEQ#55	
	
2730606 1@\$2.28	
END OF ORDER	
ORDER	30657695
DELIVERY	
3 1@\$0.00	\$0.00
Subtotal \$21,260.45	
Taxes and Fees \$1,213.02	
Total \$22,473.47	
Payment Method(s) Used:	
American Express -	\$22,473.47
2016	

SB = Special order items may be refunded at
Menards sole discretion with a 25% restocking
fee.

22884 09 6981 07/23/24 04:37 PM 3113

Q



Delta SkyMiles® Reserve Card
(-81000)



Home Statements & Activity Payments Account Services Rewards & Benefits

2024 Year to Date

Total ⓘ \$24,308.92

Jan 1 - Present

Summary

Total ⓘ \$24,308.92

Date	Status	Description	Card Member	Amount
Oct 29		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$194.95 >
Sep 25		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$46.01 >
Jul 23		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$22,473.47 >
May 3		MENARDS MINOT ND 000MINOT ND	RYON J BOEN	\$979.99 >
Feb 7		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$253.47 >
Jan 3		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$361.03 >

You've reached the end of your results.

Goldade Construction
113 16th St NW
Minot ND 58703

No.

DATE 5-7-24

ORDER NO.

NAME Ryon Been - Boomtown Enterprises

ADDRESS 117 W CENTRAL

CITY, STATE, ZIP Minot N.Dak. 58701

SOLD BY

☐ CASH

☐ C.O.D.

☐ PAID OUT

☐ CHARGE

☐ MERCHANDISE RETURNED

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	March 26 th thru = April 30 th		
	Install Last door closet trim out		
	Door + Barn door = Cleanup =		
	Start down stairs layout, framing		
	Set plates = ect.		
	pick up mat + order Mat =		
	Tearout ceiling lights + conduit =		
	Take down, Plumbing hanger, duct straps, ect		
	take down 1"x2" + Hail too Dumps = (Duct work)		
	Rip + patch in 1"x8" ceiling (Ready for sheet rock)		
	Mat = Menard's, Home Depot + Fargo's		
	2"x4", screws, nails, glue, ect.		
	Total Mat = 2300.00		Total
	LABOR 6,100.00		8,400.00

SIGNATURE



01-11

adams
NC2581

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

9:21

85

< Details

Image 1

BOOMTOWN ENTERPRISES LLC
[REDACTED]

MAY 7 '24 Date

Pay to the Order of Odessa Construction \$ 8400

Eighty four thousand Dollars

 **United Community Bank**
925 20th AVE SW LPO BOX 819 • MINOT, ND 58701
TELEPHONE (701) 838-3600

For [Signature]

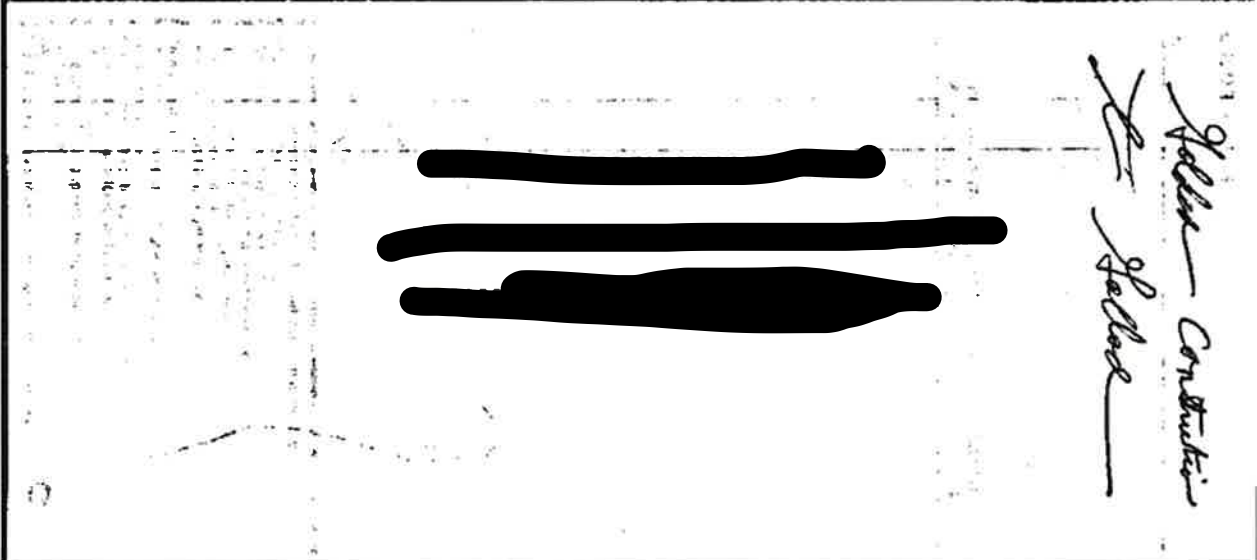
9:21



85

< Details

Image 1



Goldade Construction

12101 CLARK
MINOT, ND 58702

PROPOSAL

2024
FEB-19th
↓ thru
March 22

PROPOSAL NO.
SHEET NO.
DATE FEB - March

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME Boomtown Enterprises	ADDRESS 117 W Central
ADDRESS	CITY, STATE Minot
CITY, STATE	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Haul UP DOORS + closet Mat. Install DOORS +
Cabinet DOOR, Handles, Haul out Card Board =
Trim DOORS + Base Board &
Closets = put together Drawers, Install Shelving +
Drawers.

Install, Bathroom + Shower-door - caulking's
Start down stairs

Tearout + Clean up down stairs

2 - loads Pumps + some in Dumpster's
Vacuum area's

Pick up Mat - plates, STUDS, screws - ect.

Start Lay out + framing's
City permit

Materials =	UPSTAIRS + Down stairs =	425.00
	Dumps =	1000 -
	LABOR Tim =	20 -
	HELP LABOR	6600 -
		350 -
		<u>8400 -</u>

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

TOTAL MAT + LABOR Dollars (\$ 8400 -

with payments to be as follows

Respectfully submitted

[Signature]

Per

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

DATE _____

SIGNATURE _____

9:20

86

< Details

Image 1

Ryon Boen - Boomtown Enterprises 408 20th Ave SW Suite 101 Minot, ND 58701		04/08/2024
Pay to the Order of: GOLDADE CONSTRUCTION		8,400.00 USD
Eight Thousand Four Hundred Dollars And Zero Cents*****		
Reference: Boen-Boomtown Enterprises		
UNITED COMMUNITY BK OF ND MINOT MINOT, ND		Signature On File VOID 90 DAYS FROM ISSUE DATE

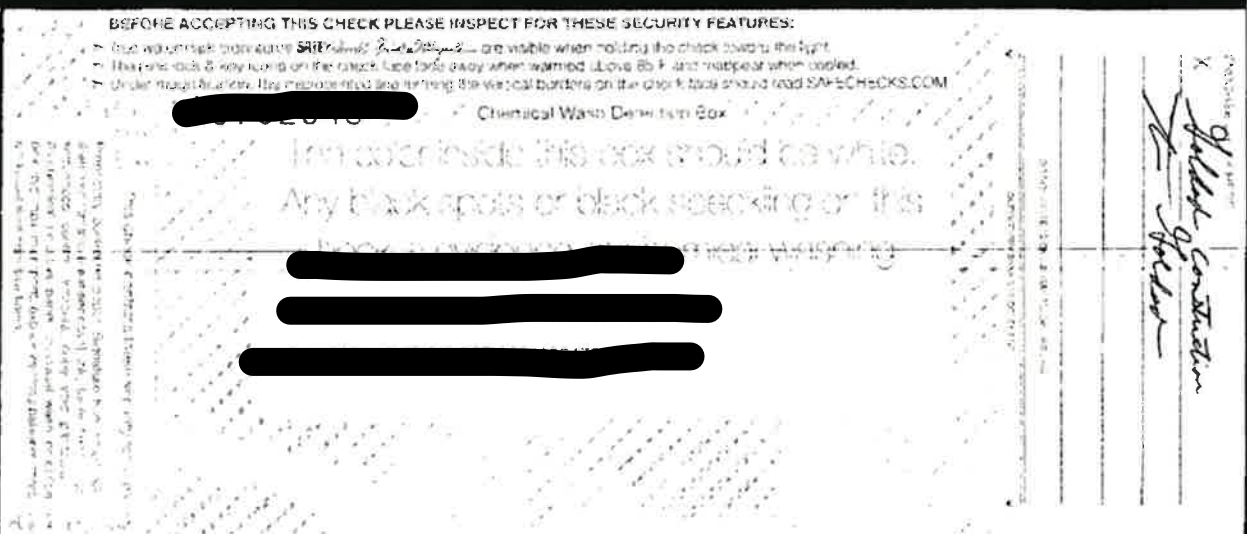
9:20



86

< Details

Image 1



Goldade Construction
113 16th St NW
Minot ND 58703

No.

DATE 7-1-24
ORDER NO.

NAME Boomtown Enterprises
ADDRESS Western Agency - 117 - W Center
CITY, STATE, ZIP Minot N.Dak. 58701
SOLD BY ☐ CASH ☐ C.O.D. ☐ PAID OUT
☐ CHARGE ☐ MERCHANDISE RETURNED

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	May 7 th Through June 2 nd Tore down Ceiling Main Entry (Clean up) Reinstall Shelve for (Security System)		
	"Frame out Storage Room, Bath Room Frame Ceiling Bath + Hallways with 2"X6" for Sheet rock Ceiling Frame Exterior walls Around Perimeter Frame out Headers = 700 wrap with Sheet rock"		
	Mat = 2"X4", 2"X6", Nails, screws Glue Anchors, ect. LABOR		3800 -
	Mat =		1,000 -
	TOTAL BILL To Date		4800 -
SIGNATURE 			

adams
NC2581

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

01-11

Payment Status: **Delivered 07/15/24**

Estimated Delivery 07/15/24

The USPS has provided us with a status of delivery. We cannot confirm actual day of delivery, but if it returned to sender, you'll receive a notification.

Pay To: GOLDADE CONSTRUCTION

Address: 113 16th St NW
Minot, ND 58703-2918

Memo/Account #: Boen-Boomtown Enterprises

Amount: \$4,800.00

Check #: [REDACTED]

Pay From: Boomtown Checking

Mail Date: 07/09/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

Show In Register

Close Window

Goldade Construction
113 16th St NW
Minot ND 58703

No.

DATE 8-5-24

ORDER NO.

NAME Boom Town Enterprises

ADDRESS 117 W Central

CITY, STATE, ZIP Minot N.Dak.

SOLD BY

☐ CASH

☐ C.O.D.

☐ PAID OUT

☐ CHARGE

☐ MERCHANDISE RETURNED

7-22 Thru

8-2-2024

PRICE

AMOUNT

QUANTITY

DESCRIPTION

3

Pick up Pocket doors, & Install =

Install wood Blocking for Handicap BARS

Cover windows with plastic. Spray foam

Front around windows & part of west wall till

Run out with help! 800 sq ft. Kts (Boss Mat)

Install Friction Fit Insulation Rest of (west wall)

Install Sound & Fire Block "wool" Insulation FOR

South stairway wall & Cleanup & Scape foam

over spray! ect.

Total Mat. Pocket DOORS = 430-

Foam Insulation 2,000-

Bat Insulation = 670-

TOTAL LABOR = 2100-

TOTAL Mat + LABOR = 5200-

SIGNATURE

[Signature]

adams
NC2581

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

01-11

Payment Status: **Delivered 08/09/24**

Estimated Delivery 08/09/24

The USPS has provided us with a status of delivery. We cannot confirm actual day of delivery, but if it returned to sender, you'll receive a notification.

Pay To: GOLDADE CONSTRUCTION

Address: 113 16th St NW
Minot, ND 58703-2918

Memo/Account #: Boen-Boomtown Enterprises

Amount: \$5,200.00

Check #

Pay From: Boomtown Checking

Mail Date: 08/05/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

Show In Register

Close Window



Invoice

Date	Invoice #
6/4/2024	7716

Bill To
Kristen Boen [REDACTED] [REDACTED]

Description	Qty	Rate	Amount
117 West Central AVE			
I hereby propose to furnish all of the material and perform all of the labor necessary to complete the following work: Remove existing ac units that are on front of building Replace units with ceiling hung minisplit units Condensers on roof roof cutting and patching by others wiring by others	0.25	0.00	0.00
All material is guaranteed to be as specified, completed in a substantial workmanlike manner, and will be performed in accordance with the plans and specifications submitted for above work for the sum of: \$48970.00	0.25	48,970.00	12,242.50
Any alterations or deviations from the above specifications will be executed only upon written orders and will become an extra charge over and above the proposed estimate. All agreements are contingent upon strikes, accidents or delays beyond the parties control. Owner to carry fire, flood and other necessary liability insurance covering above work. Workman's Compensation and Public Liability Insurance on above work has been taken out by Christianson Heating And Air Conditioning LLC, License Number:47735	0.25	0.00	0.00T
The above proposal, including specifications, conditions and prices, is satisfactory and I hereby accept it.	0.25	0.00	0.00
I acknowledge that I have read the 'Notice to Owner' (attached). You are authorized to perform the work as specified and payment will be made as set forth above.	0.25	0.00	0.00
Accepted by: _____ Signature: _____ Date: _____ Sales Tax Included		0.00%	0.00

Looking Forward To Doing Business With You.	PO Box 218 Minot, ND 58702	Total	\$12,242.50
---	-------------------------------	--------------	-------------



Invoice

Date	Invoice #
10/9/2024	7913

Bill To
Kristen Boen

Description	Qty	Rate	Amount
117 West Central AVE			
I hereby propose to furnish all of the material and perform all of the labor necessary to complete the following work: Remove existing ac units that are on front of building Replace units with ceiling hung minisplit units Condensers on roof roof cutting and patching by others wiring by others	0	0.00	0.00
All material is guaranteed to be as specified, completed in a substantial workmanlike manner, and will be performed in accordance with the plans and specifications submitted for above work for the sum of: \$48970.00	0.15	48,970.00	7,345.50
Any alterations or deviations from the above specifications will be executed only upon written orders and will become an extra charge over and above the proposed estimate. All agreements are contingent upon strikes, accidents or delays beyond the parties control. Owner to carry fire, flood and other necessary liability insurance covering above work. Workman's Compensation and Public Liability Insurance on above work has been taken out by Christianson Heating And Air Conditioning LLC, License Number:47735	0	0.00	0.00T
The above proposal, including specifications, conditions and prices, is satisfactory and I hereby accept it.	0	0.00	0.00
I acknowledge that I have read the 'Notice to Owner' (attached). You are authorized to perform the work as specified and payment will be made as set forth above.	0	0.00	0.00
Accepted by: _____ Signature: _____ Date: _____ Sales Tax Included		0.00%	0.00

Thank you for your business.	PO Box 218 Minot, ND 58702	Total	\$7,345.50
------------------------------	-------------------------------	--------------	------------

Payment Status: **Delivered 06/17/24**

Estimated Delivery 06/17/24

The USPS has provided us with a status of delivery. We cannot confirm actual day of delivery, but if it returned to sender, you'll receive a notification.

Pay To: Christianson Heating and Air

Address: PO BOX 218
Minot, ND 58702-0218

Memo/Account #: Boen-Boomtown

Amount: 17,139.50

Check #: [REDACTED]

Pay From: Boomtown Checking

Mail Date: 06/10/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-



**BURLINGTON
ELECTRIC**

P.O. Box 127
Burlington, ND 58722-0127

Invoice

Date	Invoice #
2/19/2024	16916

Kristen Boen

P.O. No.	Terms	Date Due
	Net 15	3/5/2024

Qty	Description	Rate	Amount
1	Work done at the Loft Apartments		
1	Labor (Russ)	315.00	315.00
	Truck Charge	15.00	15.00
	Hang lights		

Credit Card Policy: If you are paying by credit card there will be a 3.5% charge added to your balance.

Please pay from this invoice. Past due invoices will be charged 1.5% service charge per month, 18% annual 30 days from invoice date. You have 15 days to dispute this invoice, otherwise both parties agree to the total amount due.

Total \$330.00

Payments/Credits \$0.00

Phone #

E-mail

Fax #

Balance Due \$330.00



**BURLINGTON
ELECTRIC**

P.O. Box 127
Burlington, ND 58722-0127

Invoice

Date	Invoice #
3/1/2024	16943

Kristen Boen

P.O. No.	Terms	Date Due
	Net 15	3/16/2024

Qty	Description	Rate	Amount
1	Central Ave Apts		
	Materials	483.25	483.25
1	Labor (Russ)	997.50	997.50
3	Truck Charges	15.00	45.00
	Trim out owner suite		

Credit Card Policy: If you are paying by credit card there will be a 3.5% charge added to your balance.

<i>Please pay from this invoice. Past due invoices will be charged 1.5% service charge per month, 18% annual 30 days from invoice date. You have 15 days to dispute this invoice, otherwise both parties agree to the total amount due.</i>			Total	\$1,525.75
			Payments/Credits	\$0.00
			Balance Due	\$1,525.75
Phone #	E-mail	Fax #		
[REDACTED]	[REDACTED]			

08/26/24	Burlington Electric	Boomtown	Repairs and Maintenance	117 Central	-225.00	Boomtown Checking
08/05/24	Burlington Electric	Boomtown	Repairs and Maintenance	117 Central	-467.35	Boomtown Checking
07/29/24	Burlington Electric	Boomtown	Repairs and Maintenance	117 Central	-13,932.38	Boomtown Checking
04/01/24	Burlington Electric	Boomtown	Repairs and Maintenance	117 Central	-330.00	Boomtown Checking
03/18/24	Burlington Electric	Boomtown	Repairs and Maintenance	117 Central	-1,525.75	Boomtown Checking
01/16/24	Burlington Electric	Boomtown	Repairs and Maintenance	117 Central	-733.82	Boomtown Checking
01/04/24	Burlington Electric	Boomtown	Repairs and Maintenance	117 Central	-2,134.25	Boomtown Checking

Payment Status: **Delivered 08/19/24**

Estimated Delivery 08/19/24

The USPS has provided us with a status of delivery. We cannot confirm actual day of delivery, but if it returned to sender, you'll receive a notification.

Pay To: Burlington Electric

Address: PO BOX 127
Burlington, ND 58722-0127

Memo/Account #: Boen-Boomtown Enterprises

Amount: \$225.00

Check #: XXXXXXXXXX

Pay From: Boomtown Checking

Mail Date: 08/16/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

Show In Register

Close Window



**BURLINGTON
ELECTRIC**

P.O. Box 127
Burlington, ND 58722-0127

Invoice

Date	Invoice #
7/16/2024	17229

Kristen Boen

P.O. No.	Terms	Date Due
	Net 15	7/31/2024

Qty	Description	Rate	Amount
1	The Lofts on Central		
	Materials	1,782.38	1,782.38
1	Labor (Orlin & Garrett)	12,075.00	12,075.00
5	Truck Charges	15.00	75.00
	Rough-in apartment		

Credit Card Policy: If you are paying by credit card there will be a 3.5% charge added to your balance.

Please pay from this invoice. Past due invoices will be charged 1.5% service charge per month, 18% annual 30 days from invoice date. You have 15 days to dispute this invoice, otherwise both parties agree to the total amount due.

Total \$13,932.38

Payments/Credits \$0.00

Phone #

E-mail

Fax #

Balance Due \$13,932.38

Payment Status: **Delivered 07/22/24**

Estimated Delivery 07/22/24

The USPS has provided us with a status of delivery. We cannot confirm actual day of delivery, but if it returned to sender, you'll receive a notification.

Pay To: Burlington Electric

Address: PO BOX 127
Burlington, ND 58722-0127

Memo/Account #: Boen-Boomtown Enterprises

Amount: 117,000.00

Check #: 117

Pay From: Boomtown Checking

Mail Date: 07/17/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

Show In Register

Close Window



**BURLINGTON
ELECTRIC**

P.O. Box 127
Burlington, ND 58722-0127

Invoice

Date	Invoice #
7/26/2024	17253

Kristen Boen

P.O. No.	Terms	Date Due
	Net 15	8/10/2024

Qty	Description	Rate	Amount
1	The Lofts on Central		
	Materials	137.35	137.35
1	Labor (Orlin & Garrett)	315.00	315.00
1	Truck Charge	15.00	15.00
	Add receptacles and RBG cable		

Credit Card Policy: If you are paying by credit card there will be a 3.5% charge added to your balance.

<i>Please pay from this invoice. Past due invoices will be charged 1.5% service charge per month, 18% annual 30 days from invoice date. You have 15 days to dispute this invoice, otherwise both parties agree to the total amount due.</i>			Total	\$467.35
			Payments/Credits	\$0.00
			Balance Due	\$467.35
Phone #	E-mail	Fax #		
██████████7	██████████n			

Payment Status: **Delivered 08/02/24**

Estimated Delivery 08/02/24

The USPS has provided us with a status of delivery. We cannot confirm actual day of delivery, but if it returned to sender, you'll receive a notification.

Pay To: Burlington Electric

Address: PO BOX 127
Burlington, ND 58722-0127

Memo/Account #: Boen-Boomtown Enterprises

Amount: \$467.35

Check #: [REDACTED]

Pay From: Boomtown Checking

Mail Date: 07/29/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

-None-

Show In Register

Close Window



**BURLINGTON
ELECTRIC**

P.O. Box 127
Burlington, ND 58722-0127

Invoice

Date	Invoice #
8/12/2024	17284

Kristen Boen

P.O. No.	Terms	Date Due
	Net 15	8/27/2024

Qty	Description	Rate	Amount
1	Labor (Orlin &Garrett)	210.00	210.00
1	Truck Charge	15.00	15.00
	Fix wiring that was hit by the drywall guy		

Credit Card Policy: If you are paying by credit card there will be a 3.5% charge added to your balance.

<i>Please pay from this invoice. Past due invoices will be charged 1.5% service charge per month, 18% annual 30 days from invoice date. You have 15 days to dispute this invoice, otherwise both parties agree to the total amount due.</i>			Total	\$225.00
			Payments/Credits	\$0.00
			Balance Due	\$225.00
Phone #	E-mail	Fax #		



**BURLINGTON
ELECTRIC**

P.O. Box 127
Burlington, ND 58722-0127

Invoice

Date	Invoice #
11/21/2024	17491

Kristen Boen

		P.O. No.	Terms	Date Due
			Net 15	12/6/2024
Qty	Description		Rate	Amount
1	Work done @ Central Lofts			
1	Materials		2,487.54	2,487.54
1	Labor (Russ, Orlin & Brady) Oct 10th thru Nov 5, 2024		8,557.50	8,557.50
12	Truck Charges		15.00	180.00
		Trim out apartments		
Credit Card Policy: If you are paying by credit card there will be a 3.5% charge added to your balance.				
<i>Please pay from this invoice. Past due invoices will be charged 1.5% service charge per month, 18% annual 30 days from invoice date. You have 15 days to dispute this invoice, otherwise both parties agree to the total amount due.</i>			Total	\$11,225.04
			Payments/Credits	\$0.00
Phone #	E-mail	Fax #		
(205) 496-7			Balance Due	\$11,225.04

Payment Status: **Scheduled**

Payment Submitted

Payments can be canceled up until the morning of the scheduled date.

Pay To: Burlington Electric

Address: PO BOX 127
Burlington, ND 58722-0127

Memo/Account #: Boen-Boomtown Enterprises

Amount: \$11,225.04

Check #: 00000

Pay From: Boomtown Checking

Mail Date: 12/05/24 | Estimated delivery: 12/10/24 - 12/13/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

Cancel Payment

Show In Register

Close Window



Date Ordered: June 01, 2024

Order Number: WJ56520302

Order Total: \$489.18

Pick Up

Product Information

Item	Qty	Price
MSI White Sparkle 12 in. x 12 in. Polished Granite Floor and Wall Tile (5 sq. ft./Case) Model #TBIACTLN1212 Store SKU #1005616982	19	\$455.05

Canceled Items

Product Information

Item	Qty	Price
MSI White Sparkle 12 in. x 12 in. Polished Granite Floor and Wall Tile (5 sq. ft./Case) Model #TBIACTLN1212 Store SKU #1005616982	1	\$0.00

Payment Information

Billing Address	Payment Details
Kristen Boen 1530 Cook Dr MINOT, ND 58701	Subtotal \$455.05 Delivery FREE Sales Tax \$34.13
Payment Method AX Ending in 2016	Order Total \$489.18



How doers
get more done.

3425 S BROADWAY, MINOT, ND 58701
STORE MANAGER: JENNIFER BELL (701) 420-8400

[REDACTED] 01/03/24 05:46 PM
SALE SELF CHECKOUT

747583097163 12X24 TILE <A>
12X24 CEMENTINO GRAY-14 SQFT-CA
21@22.99 482.79
4011832142512 KB12SN305305 <A> 99.00
12" X 12" KERDI NICHE
193453402573 12X10MSIC-EA <A>
12X10 LMRA MRBL CPRI HEX MS-EA-.81SF
23@5.99 137.77
4011832168543 KERDI SH KIT <A> 665.00
KERDI-SHOWER-KIT 48" X 48" PVC FLANG

SUBTOTAL 1,384.56
SALES TAX 103.84
TOTAL \$1,488.40

XXXXXXXXXXXX2016 AMEX USD\$ 1,488.40
[REDACTED] TA
Chip Read
[REDACTED] AMERICAN EXPRESS

3703 01/03/24 05:46 PM



RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 04/02/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey



Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Order Confirmation

Menards <order@orders.menards.com>
Reply-To: order@orders.menards.com
To: kristenboen@gmail.com

Tue, Oct 29, 2024 at 7:02 AM



[MY ACCOUNT](#) | [HELP CENTER](#)

ORDER CONFIRMATION

Thanks, Kristen Boen,

This email is your official receipt. We'll send another email when your order is ready.

Your **Rebate Receipt** is included in an **attachment** to this email.

Next Steps:

- MINO78020 - [Track Your Order](#)

[Order Tracker](#)

[Rebate Center](#)

Pick Up At Store: [MINO78020](#)

MINOT

101 28TH AVE SE

MINOT, ND 58701



Item Description	QTY	Item Price	Item Total
 Akona® Self-Leveling Floor Underlayment Cement - 50 lb. [REDACTED]	5	\$35.99	\$179.95

Merchandise Subtotal: **\$179.95**

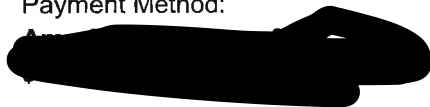
Processing Fee: **\$1.40**

Sales Tax: **\$13.60**

Order Total: **\$194.95**

- [REDACTED]
- Register ID: 73
- Store Number: 3113
- Order Date: 10/29/2024

Payment Method:



Did you know: From your [Menards.com](https://www.menards.com)® account, you can download any rebate receipts you have available or resend your order confirmation emails for orders placed in the last 30 days! Create a [Menards.com](https://www.menards.com)® account to ensure you don't miss out!

Please add order@orders.menards.com to your address book to ensure our emails reach your inbox.

View our [privacy policy](#).

©2024, Menard, Inc. A Wisconsin Corporation.



11% Rebate on Everything (44A).pdf

11K

BOOMTOWN ENTERPRISES LLC

MINOT, ND

OCT 25, '24
Date

Pay to the Order of OJA'S CUSTOM TILE \$ 4310-

FOUR THOUSAND THREE HUNDRED TEN & 10/100 Dollars



United Community Bank
925 20th AVE SW P.O. BOX 819 • MINOT, ND 58701
TELEPHONE (701) 839-3500

For _____

K. E. [Signature]

Security Features on Back

Gate City Bank

[Handwritten signature]

Delta SkyMiles® Reserve Card
(-81000)[Home](#)[Statements & Activity](#)[Payments](#)[Account Services](#)[Rewards & Benefits](#)

2024 Year to Date

Total ⓘ **\$6,476.26**

Jan 1 - Present

Summary

Total ⓘ

\$6,476.26

Date	Status	Description	Card Member	Amount
Nov 16		THE HOME DEPOT BONITA SPRINGS FL	● KRISTEN L BOEN	\$519.49 >
Nov 9		THE HOME DEPOT BONITA SPRINGS FL	● KRISTEN L BOEN	\$59.08 >
Oct 25		THE HOME DEPOT MINOT ND	● KRISTEN L BOEN	\$354.75 >
Sep 30		THE HOME DEPOT BONITA SPRINGS FL	● RYON J BOEN	\$97.66 >
Aug 21		THE HOME DEPOT BONITA SPRINGS FL	● KRISTEN L BOEN	\$106.88 >
Jul 23		THE HOME DEPOT MINOT ND	● KRISTEN L BOEN	\$54.76 >
Jun 26		THE HOME DEPOT MINOT ND	● KRISTEN L BOEN	\$6.43 >
Jun 11		THE HOME DEPOT 3703 MINOT ND	● KRISTEN L BOEN	\$96.64 >
Jun 4		HOMEDPOT.COM 800-430-3376 GA	● KRISTEN L BOEN	\$489.18 >
May 9		HOMEDPOT.COM 800-430-3376 GA	● KRISTEN L BOEN	\$6.43 >
May 8		HOMEDPOT.COM 800-430-3376 GA	● KRISTEN L BOEN	\$3.21 >
May 8		HOMEDPOT.COM 800-430-3376 GA	● KRISTEN L BOEN	\$9.64 >



Delta SkyMiles® Reserve Card
(-81000)

- Home
- Statements & Activity
- Payments
- Account Services
- Rewards & Benefits

Date Range

2024 Year to Date

Jan 1, 2024 - Present

Search by Transaction Description

Menards

Filters Card Member

Actions Download All Print All

Showing 6 Results for "Menards" Clear All

Sort by Most Recent

2024 Year to Date

Total \$24,308.92

Jan 1 - Present

Summary

Total \$24,308.92

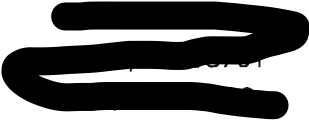
Date	Status	Description	Card Member	Amount
Oct 29		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$194.95
Sep 25		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$46.01
Jul 23		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$22,473.47
May 3		MENARDS MINOT ND 000MINOT ND	RYON J BOEN	\$979.99
Feb 7		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$253.47
Jan 3		MENARDS MINOT ND 000MINOT ND	KRISTEN L BOEN	\$361.03

Order #90059244

Status: Delivered
Purchased On: Build.com
Placed On: 09/24/2024

Shipping

Kristen Boen



Standard Delivery

Payment

Kristen Boen



MinkaAire 48" Ceiling Fan Downrod for 13 Ft Ceilings... **\$59.12**
Model: DR548-CL
Color/Finish: Coal
\$59.12 (Qty. 1)

Subtotal:	\$59.12
Shipping:	\$0.00
Tax:	\$4.44
Grand Total	\$63.56

Order #90178250

Status: Delivered
Purchased On: Build.com
Placed On: 10/09/2024

Shipping

Kristen Boen
1530 Cook Dr
Minot, ND 58701
(701) 340-5592

Standard Delivery

Payment

Kristen Boen

[Redacted]
[Redacted]
[Redacted]
(701)

[Redacted]
[Redacted]



Golden Lighting Garrett 5 Light 40" Wide Linear Chandelier... **\$498.00**
Model: 0818-LP ABI
Color/Finish: Antique Black Iron
\$249.00 (Qty. 2)

Subtotal:	\$498.00
Shipping:	\$0.00
Tax:	\$37.35
Grand Total	\$535.35

Order #89898516

Status: Delivered
Purchased On: Build.com
Placed On: 09/05/2024

Returns

Return #	Created	Status	Refund Type	Total
22370210	09/24/2024	Refunded	Original Payment Method	\$65.49
13213332	10/09/2024	Refunded	American Express (2016)	\$884.23

Refunds are issued approximately 8 days after all items are received. Banks typically take 3-7 days (but can take up to 30 days) to issue your refund. Contact them for exact timing.

Shipping

Kristen Boen
[Redacted]
[Redacted]

Standard Delivery

Payment

Kristen Boen
[Redacted]
[Redacted]
(701) 340-56
[Redacted]
[Redacted] EXPRESS (2016) \$8,842.23



Z-Lite Modernist 2 Light 5" Tall Wall Sconce... **\$292.11**
Model: 731-2S-MB
Color/Finish: Matte Black
\$41.73 (Qty. 7)



Savoy House Burgess 8 Light 42" Wide Linear Chandelier... **\$839.62**
Model: 1-990-8-41
Color/Finish: Durango



\$419.81 (Qty. 2)

2 Returned



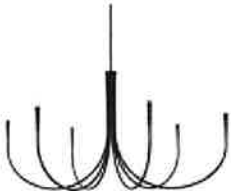
James Allan Josephine 16 Light 60" Wide Taper Candle Chandelie...

\$991.73

Model: ZCH86832MBK

Color/Finish: Matte Black

\$991.73 (Qty. 1)



Elegant Lighting Layne 6 Light 50" Wide Taper Candle Style Chandel...

\$356.14

Model: LD722D50BK

Color/Finish: Black

\$356.14 (Qty. 1)



Canarm Morocco Single Light 12-1/2" High Wall Sconce with...

\$165.14

Model: IWF582A01BK

Color/Finish: Black

\$82.57 (Qty. 2)



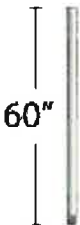
MinkaAire Windmolen 65" 12 Blade Indoor / Outdoor Smart LED ...

\$599.95

Model: F870L-TCL

Color/Finish: Textured Coal

\$599.95 (Qty. 1)



MinkaAire 60" Ceiling Fan Downrod for 14 Ft Ceilings...

\$67.43

Model: DR560-CL

Color/Finish: Coal

\$67.43 (Qty. 1)



Maxim Trim 11" Wide Integrated LED Flush Mount Ceiling F...

\$106.38

Model: 57664WTBK

Color/Finish: Black

\$53.19 (Qty. 2)

Subtotal:	\$3,418.50
Shipping:	\$0.00
Tax:	\$256.40
Original Total:	\$3,674.90
Adjustments:	-\$949.72
Adjusted Total	\$2,725.18



Date Ordered: January 24, 2024

Order Number: WM58532096

Order Total: \$2,675.89

Delivery

Product Information

Item	Qty	Price
Sumner Street Home Hardware Flynn 5-1/2 in. Matte Black Drawer Pull (10-Pack) Model #RL070130VP Store SKU #1006036015	1	\$57.95
Sumner Street Home Hardware Flynn 5-1/2 in. Matte Black Drawer Pull Model #RL062722 Store SKU #1004628768	2	\$15.72

Return Completed

Product Information

Item	Qty	Price
Liberty Artesia 5-1/16 in. (128 mm) Modern Champagne Bronze Cabinet Drawer Bar Pull Model #P16692C-CZ-CP Store SKU #1004700002	2	\$0.00

Return Completed

Product Information

Item	Qty	Price
Liberty Modern Wood 5-1/16 in. (128 mm) Modern Matte Black and Rustic Pine Cabinet Drawer Bar Pull Model #P39349C-FBP-CP Store SKU #1003189137	23	\$0.00
Liberty Artesia 5-1/16 in. (128 mm) Modern Champagne Bronze Cabinet Drawer Bar Pulls (10-Pack) Model #P16692C-CZ-K1 Store SKU #1004279563	1	\$0.00

Delivery

Product Information

tem	Qty	Price
KOHLER Setra Single Hole 2-Handle Monoblock Bathroom Faucet in Matte Black	2	\$238.14
Model #K-R29664-4D-BL		
Store SKU #1006273068		

Return Completed

Product Information

tem	Qty	Price
KOHLER Standard Clicker Drain with Overflow in Matte Black	2	\$0.00
Model #K-RH1274364-BL		
Store SKU #1006106509		

Pick Up

Product Information

tem	Qty	Price
Closet Evolution Classic 36 in. W . - 60 in. W White Wood Closet Tower System	2	\$830.40
Model #WH74		
Store SKU #1008971225		

Pick Up

Product Information

tem	Qty	Price
Closet Evolution Ultimate 60 in. W - 96 in. W Tower Wall Mount 6-Shelf Wood Closet System	1	\$419.20
Model #WH19		
Store SKU #1004670546		

Pick Up

Product Information

tem	Qty	Price
-----	-----	-------

Matte Black with Crystal Clear Glass
Model #K-706008-L-BL
Store SKU #1006712393

Payment Information

Billing Address

[Redacted Billing Address]

Payment Method

[Redacted Payment Method]

Payment Details

Subtotal	\$2,932.85
Discount	-\$422.11
Delivery	FREE
Sales Tax	\$165.17

Order Total	\$2,675.89
Refund Total	\$376.55



Date Ordered: February 07, 2024

Order Number: WM59482467

Order Total: \$310.68

Return Completed

Product Information

Item	Qty	Price
Sumner Street Home Hardware Kent Knurled 1-3/8 in. Satin Nickel Cabinet Knob Model #RL063323 Store SKU #1006660079	10	\$0.00
Sumner Street Home Hardware Kent Knurled 7 in. (178 mm) Satin Nickel Drawer Pull Model #RL063118 Store SKU #1005923770	15	\$0.00
Sumner Street Home Hardware Kent Knurled 12 in. (305 mm) Satin Nickel Drawer Pull Model #RL063149 Store SKU #1005923764	15	\$124.35
Sumner Street Home Hardware Kent Knurled 1-3/8 in. Satin Nickel Cabinet Knob (5-Pack) Model #RL000953 Store SKU #1006823726	2	\$67.90

Payment Information

Billing Address

[Redacted Billing Address]

Payment Method

[Redacted Payment Method]

Payment Details

Subtotal	\$436.45
Discount	-\$147.45
Delivery	FREE
Sales Tax	\$21.68

Order Total	\$310.68
Refund Total	\$104.00

• Minot, ND 58702
701.509.2229

JOB INVOICE

SOLD TO

KRISTEN & RYON BOEN
117 WEST CENTRAL (UNIT 205)
MINOT, ND 58701

DATE ORDERED

11-15-23

ORDER TAKEN

1708

PHONE NO.

CUSTOMER ORDER #

CUSTOMER ORDER #
ROEN 124

JOB LOCATION

WILPHONE

STARTING DATE

1-9-24

TERM

LABOR

DESCRIPTION-SQ. FT. TOTAL		UNIT	AMOUNT	MATERIAL MISCELLANEOUS	
MAIN BATH				2	DELOREN GROUT \$40 81
FLOOR 41 SQ. FT.	@	\$6.50	\$266.50	2	" CAULK \$49 04
SHOWER FLOOR 10 SQ. FT.	@	\$15.00	\$150.00	1	ADDITIONAL THINSET \$20 00
SHOWER WALLS 74 SQ. FT.	@	\$12.50	\$925.00	3	ADDITIONAL 12X24 TILE \$10 61
NICHE 3 @		\$100.00	\$300.00	4	DEN WALL CORNERS \$18 00
CURB 1 @		\$100.00	\$100.00	1	SELF LEVEL FLOOR FINISH \$41 00
KIT 1 @		\$400.00	\$400.00	1	DRAN GRATE \$106 43
TRANSITION 34 LN. FT.	@	\$5.00	\$170.00	1	TILE LEVEL KIT \$87 00
			\$2311.50	2	HYDRO FLEX FLOOR PREP \$72 00
2ND BATH				1	KIRDI FIX \$27 00
FLOOR 42 SQ. FT.	@	\$6.50	\$273.00		\$471 89
COLUMN 104 SQ. FT.	@	\$12.50	\$1300.00		
TRANSITION 34 LN. FT.	@	\$5.00	\$170.00		
KITCHEN BACKSPASH 22 SQ. FT.	@	\$12.50	\$275.00		
MAIN BATH 7 LN. FT.	@	\$12.50	\$87.50		
2ND BATH 7 LN. FT.	@	\$12.50	\$87.50		
TRANSITION 24 LN. FT.	@	\$5.00	\$120.00		
SQ. FT. TOTAL			4624.50		
				TOTAL LABOR \$240 00	
Thank You!				TOTAL LABOR \$240 00	

Thank You!

WORK ORDERED

DATE ORDERED

251 12075572

2-10-24

CUSTOMER

RECEIVED

TOTAL LABOR

H240⁰⁰

TOTAL MATERIALS 100.00

47185

45

346245

SETH

H5336⁵

INVOICE

STONE CRAFTERS INC
2900 S Broadway
Minot, ND 58701

stonecrafters@srt.com
+1 (701) 837-9419
www.ndstonecrafters.com



Bill to

Boom Town Ent.

400 20th St NW
Minot, ND 58701

Invoice details

Invoice no.: 4569C
Terms: Due on receipt
Invoice date: 01/16/2024
Due date: 02/05/2024

Sales Rep: JS

#	Product or service	Description	Qty	Rate	Amount
1.	Countertop	Kitchen - Iced White No Back Splash Eased Edge Undermount Sink Hole Template and Installation Main Bath(w/Shower) - Iced White No Back Splash Eased Edge Undermount Sink Holes Template and Installation Main Bath(w/Tub) - Roccoco No Back Splash Eased Edge Undermount Sink Holes Template and Installation	1	\$4,280.00	\$4,280.00
2.	Sink	Sink - White Rectangle Vanity Undermount	4	\$75.00	\$300.00
Subtotal					\$4,580.00
Sales tax					\$22.50
Total					\$4,602.50
Payment					-\$4,602.50
Balance due					\$0.00

Paid in Full

THIS CHECK IS VOID WITHOUT THE SAFETY FEATURES LISTED ON THE BACK

08022415973

Apply to account: BoomTownRyonBoen - RYON BOEN

Boomtown Enterprises LLC

DATE 02/08/2024

Bravera Bank
220 1st Ave W
Dickinson ND 58601-5689

PAY TO THE ORDER OF FOUR THOUSAND SIX HUNDRED TWO DOLLARS AND 50/100

STONE CRAFTERS

AMOUNT **\$4602.50

BRAVERA BANK

4569C

Signature on File -
account holder has pre-approved this check

Void After 90 Days



Gate City Bank 2810

PAY TO THE ORDER OF

ENDORSE HERE GATE CITY BANK

MINOT, ND 58701-7029

291370918

FOR DEPOSIT ONLY

STONE CRAFTERS INC

17080351584

☐ FOR MOBILE DEPOSIT ONLY

DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE



QUOTE

MINOT SASH & DOOR, INC
7000 HWY 2 E
MINOT, ND 58701

Phone:
Fax:

Quote Date
Quoted By

Page 1 of 3
12/11/2023
Erik Myre

BILL TO

SHIP TO

Quote # 516261

Customer PO#

Project Name Unassigned Project

Phone
Fax

Phone
Fax

Quote Name Unassigned Quote

LINE #	DESCRIPTION	QTY	U/M	NET PRICE	NET EXT
--------	-------------	-----	-----	-----------	---------

100	INTERIOR SINGLE PREHUNG, 3/0X6/8, 1-3/8 SC, A1 1p, PRIMED SMOOTH MOLDED, (LH), 4-13, Primed (LBR CR), 301A Primed Poplar, No Casing, 3.5" Ball Bearing Black US1D Hinge 5/8" Radius, LOCK-ONE Machining: Cylindrical, 2-1/8, Thru Bore, BBW, Drive In, 2-3/8 Backset, Strike: Full Lip, Rad, 3/32, PREFINISH DOOR: Paint #184 Bayer Built Black	2	EA	\$528.37	\$1,056.74
-----	---	---	----	----------	------------

STANDARD SIZING:
RO: 38 x, 82 1/2
UD: 37 1/2 x, 81 3/4

Room: None Assigned

200	INTERIOR SINGLE PREHUNG, 3/0X6/8, 1-3/8 SC, A1 1p, PRIMED SMOOTH MOLDED, (RH), 4-13, Primed (LBR CR), 301A Primed Poplar, No Casing, 3.5" Ball Bearing Black US1D Hinge 5/8" Radius, LOCK-ONE Machining: Cylindrical, 2-1/8, Thru Bore, BBW, Drive In, 2-3/8 Backset, Strike: Full Lip, Rad, 3/32, PREFINISH DOOR: Paint #184 Bayer Built Black	2	EA	\$528.37	\$1,056.74
-----	---	---	----	----------	------------

STANDARD SIZING:
RO: 38 x, 82 1/2
UD: 37 1/2 x, 81 3/4

Room: None Assigned



QUOTE

MINOT SASH & DOOR, INC

Page 2 of 3

7000 HWY 2 E

Phone:

Quote Date

12/11/2023

Fax:

Quoted By

Erik Myre

MINOT, ND 58701

LINE #	DESCRIPTION	QTY	U/M	NET PRICE	NET EXT
--------	-------------	-----	-----	-----------	---------

300	INTERIOR SINGLE PREHUNG, 2/0X6/8, 1-3/8 SC, A1 1p, PRIMED SMOOTH MOLDED, (RH), 4-13, Primed (LBR CR), 301A Primed Poplar, No Casing, 3.5" Ball Bearing Black US1D Hinge 5/8" Radius, LOCK-ONE Machining: Cylindrical, 2-1/8, Thru Bore, BBW, Drive In, 2-3/8 Backset, Strike: Full Lip, Rad, 3/32, PREFINISH DOOR: Paint #184 Bayer Built Black	1	EA	\$485.84	\$485.84
-----	---	---	----	----------	----------

STANDARD SIZING:

RO: 26 x, 82 1/2

UD: 25 1/2 x, 81 3/4

Room: None Assigned

400	INTERIOR SINGLE PREHUNG, 2/6X6/8, 1-3/8 SC, A1 1p, PRIMED SMOOTH MOLDED, (LH), 4-13, Primed (LBR CR), 301A Primed Poplar, No Casing, 3.5" Ball Bearing Black US1D Hinge 5/8" Radius, LOCK-ONE Machining: Cylindrical, 2-1/8, Thru Bore, BBW, Drive In, 2-3/8 Backset, Strike: Full Lip, Rad, 3/32, PREFINISH DOOR: Paint #184 Bayer Built Black	1	EA	\$501.77	\$501.77
-----	---	---	----	----------	----------

STANDARD SIZING:

RO: 32 x, 82 1/2

UD: 31 1/2 x, 81 3/4

Room: None Assigned

500	7-6 (90") 155A PRIMED POPLAR CASING (9/16"x3")	43	EA	\$25.26	\$1,086.18
-----	--	----	----	---------	------------

Room: None Assigned

600	155A PRIMED POPLAR CASING (9/16"x3"), 12' (SPECIFIED LENGTH)	2	EA	\$45.05	\$90.10
-----	--	---	----	---------	---------

Room: None Assigned



QUOTE

MINOT SASH & DOOR, INC
7000 HWY 2 E
MINOT, ND 58701

Phone:
Fax:

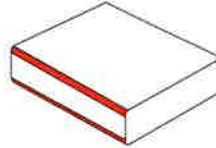
Quote Date
Quoted By

Page 3 of 3
12/11/2023
Erik Myre

LINE #	DESCRIPTION	QTY	U/M	NET PRICE	NET EXT
--------	-------------	-----	-----	-----------	---------

700	USE: 8', ==>RIP:, 2-1/2" Primed Poplar S4S, TO: 1-1/4, S4S, 1/8" Ease, 2 Long Edge Same Edge, Finished Thickness: 9/16"	10	EA	\$50.31	\$503.10
-----	---	----	----	---------	----------

Room: None Assigned



800	241A PRIMED POPLAR BASE (7/16"x5-1/4"), 15' (SPECIFIED LENGTH)	22	EA	\$77.77	\$1,710.94
-----	--	----	----	---------	------------

Room: None Assigned



SUB-TOTAL:	\$6,491.41
LABOR:	\$0.00
FREIGHT:	\$0.00
SALES TAX:	\$0.00
TOTAL:	\$6,491.41

CUSTOMER SIGNATURE _____ DATE _____



Exterior & Interior Doors | Stair Parts | Mouldings | Deck Railing | Pre-Finish

8:57

88

< Details

Image 1

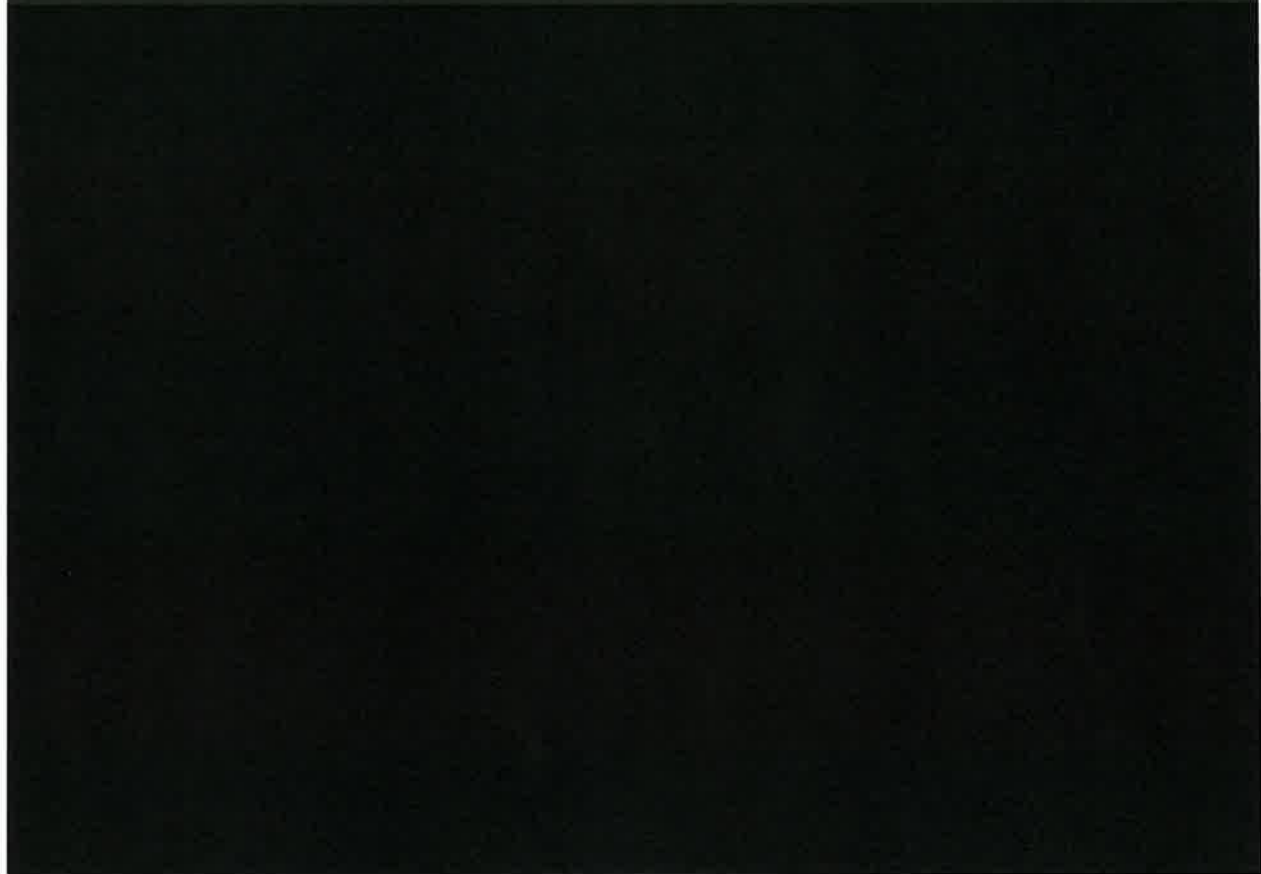
Ryon Boen - Boomtown Enterprises		05/28/2024
		
Pay to the Order of: Dominguez Collections LLC	5,600.00	USD
Five Thousand Six Hundred Dollars And 00/100ths		
Reference: Boomtown Enterprises	UNITED COMMUNITY BK OF ND MINOT, ND	Signature On File VOID 90 DAYS FROM ISSUE DATE

8:58

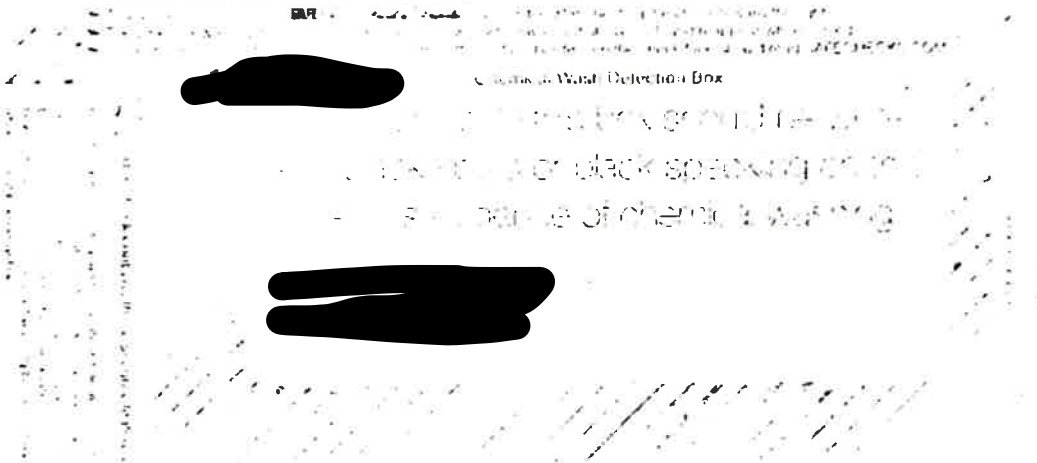


< Details

Image 1



BEFORE ACCEPTING THIS CHECK PLEASE INSPECT FOR THESE SECURITY FEATURES:



PAY TO THE ORDER OF
U.S. BANK
MINOT ND 58701
IN 091300023-4
FOR DEPOSIT ONLY
ESTEBAN DOMINGUEZ
DOMINGUEZ CONSTRUCTION
163071409361

BOOMTOWN ENTERPRISES LLC

77-1078/913

JAN 17 '24
Date

Pay to the
Order of BRANDT PAINTING LLC \$ 6200-

SIX THOUSAND TWO HUNDRED + 00/100 Dollars  Security Features Details on Back



United Community Bank
925 20th AVE SW P.O. BOX 819 - MINOT, ND 58701
TELEPHONE (701) 839-3500

For _____

KELB

AffinityFCCU

~~XXXXXXXXXX~~

450330
Donald B. Smith

WARNING! DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE SIGNATURES IN A HOLE WATERMARK WHEN HOLDING THE CHECK TOWARD THE LIGHT AND PINK LINES & KEY TEARS THAT FADE WHEN WARMED

PAYEE NAME & AMOUNT ARE ON FILE AT THE BANK

Ryon Boen - Boomtown Enterprises 04/12/2024

Pay to the Order of: Brandt Painting 1,260.00 USD

One Thousand Two Hundred Sixty Dollars And Zero Cents*****

Signature On File

UNITED COMMUNITY BK OF ND
MINOT
MINOT, ND

VOID 90 DAYS FROM ISSUE DATE

Reference: KristenBoen

THIS CHECK IS PROTECTED BY PAYEE POSITIVE PAY RDP

AffinityFCCU

104070

CREDITED TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
Absence of endorsement guaranteed
AFFINITY FIRST FEDERAL CREDIT UNION
MINOT, NORTH DAKOTA

450

Payment Status: **Delivered 05/31/24**

Estimated Delivery 05/31/24

The USPS has provided us with a status of delivery. We cannot confirm actual day of delivery, but if it returned to sender, you'll receive a notification.

Pay To: Dominguez Construction LLC

Address: 1616 Rivers Edge Dr SE
Minot, ND 58701-7942

Memo/Account #: Boomtown Enterprises

Amount: \$5,600.00

Check #: [REDACTED]

Pay From: Boomtown Checking

Mail Date: 05/28/24

Method: Check Pay

Category: Business Expenses:Repairs and Maintenance

Tags: 117 Central

Notes: -None-

117 Central

Show In Register

Close Window

DOMINGUEZ CONSTRUCTION LLC
1616 RIVERS EDGE DR SE
MINOT, ND 58701
(701) 578-4599

Contractors Invoice

WORK PERFORMED AT:

TO: BOOMTOWN ENTERPRISES
ATTN: KRISTEN BOEN
[REDACTED]

[REDACTED]
[REDACTED]

DATE

05/26/2024

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

- HANGING AND FIRE TAPING THE CEILING FOR \$2,000.00
- FRAMING AND HANGING A SUFFIT AT ENTRYWAY,
TAPING AND TEXTURING THE ENTRYWAY FOR \$2,400.00
- PRIMING AND PAINTING ENTRYWAY \$1,200.00

TOTAL AMOUNT DUE \$5,600.00

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____)

This is a ☐ Partial ☐ Full invoice due and payable by: _____

In accordance with our ☐ Agreement ☐ Proposal

No. _____

Dated _____

8:57



< Details

Image 1

Ryon Boen - Boomtown Enterprises		05/28/2024	
Pay to the Order of: Dominguez Construction LLC		5,600.00	USD
Five Thousand Six Hundred Dollars And 00/100ths			
Reference: Boomtown Enterprises		Signature On File	
UNITED COMMUNITY BK OF ND		VOID 60 DAYS FROM ISSUE DATE	
MINOT, ND			

8:58



< Details

Image 1

BEFORE ACCEPTING THIS CHECK PLEASE INSPECT FOR THESE SECURITY FEATURES.

DATE: 10/10/2018
AMOUNT: \$100.00
PAY TO THE ORDER OF: ESTEBAN DOMINGUEZ DOMINGUEZ CONSTRUCTION

Check or Wash Detection Box

1. Hold the check over a strong light source.

2. Look for a clear, dark speaking color.

3. Look for a clear, dark speaking color.

PAY TO THE ORDER OF
U.S. BANK
MINOT, ND 58701
P 091300023 4
FOR DEPOSIT ONLY
ESTEBAN DOMINGUEZ
DOMINGUEZ CONSTRUCTION
163071409561

Outside and Lower Level		Total	Nov 24 receipts from 2-15 until now				
1. Ackerman		\$24,000	xxxx				
2. Hight		\$194,187					
3. Stained Glass		\$56,555					
4. Roofing		\$7,969					
5. Drywall/Paint		\$19,600					
6 Appliances		\$17,000					
7. Cabs		\$22,474					
8. Tim		\$30,000					
9. HVAC		\$41,625					
10. Plum Electrical		\$36,763					
11. Flooring		\$16,600					
12. Tile		\$12,000					
13 Counter Top		\$8,000	Not done				
14. Paint		\$4,000	Not done				
15. Misc - lights, etc		\$5,000					
Apartment							
16. Cabinets		\$16,981					
17. Appliances		\$4,200					
18. Flooring		\$14,675					
19. Tim		\$17,000	See above				
20. Plum/Elect		\$8,187	See above				
21. Tile		\$5,336					
22. Counter Top		\$4,602					
23. Doors Trim		\$5,300					
24. Drywall and Paint		\$7,460					
Total		\$617,950		\$327,030.58			
						269304	



TO: Mayor Ross
Members of the City Council

FROM: Luke Tillema, Building Official

DATE: January 6, 2025

**SUBJECT: PUBLIC HEARING: BUILDING RELOCATION REQUEST TO 1019
43RD ST SE**

I. RECOMMENDED ACTION

It is recommended City Council approve the relocation of the manufactured home from 1852 16th St SW, Minot ND, 58701 also known as Walhood Second Addition Lot 1, to 1019 43rd St SE, Minot, ND 58701, also known as Engers First Addition Lot 13 Block 4, subject to the following conditions:

1. A ten-thousand-dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.
2. Application and approval of mechanical, electrical, plumbing, building permits for all new proposed construction.
3. Coordinate all relocation activities with public utilities and traffic authorities.
4. An approved foundation design in compliance with City of Minot building codes.
5. If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
7. The exterior of the structure must be one consistent color arrangement of colors after relocation.
8. The property must be provided with proper site drainage and must be landscaped in a manner similar to surrounding properties.

II. DEPARTMENT CONTACT PERSONS

Luke Tillema, Building Official, 701-857-4102
Brian Billingsley, Community Development Director, 701-857-4022

III. DESCRIPTION

A. Background

The structure to be moved is a 43' X 27' manufactured home.

B. Proposed Project

The application for this residential move is proposing to move a building that already exists on the proposed property. The current location does not meet minimum setbacks, nor is the building set on a permanent, frost-protected foundation. HUD requires manufactured homes to be placed on piers that are installed to provide protection from the effects of frost. The building will need to be located in accordance with a site plan that is approved by the Planning Division. A frost-protected foundation and permanent anchoring method shall be installed with the benefit of a building permit, issued by this office. Plans, drawings and specifications should be submitted with an application for a foundation only building permit, as HUD regulates this structure beyond the foundation and attachment to earth.

C. Recommendation Detail

All work must begin within 30 days of issuance of moving and building permits and completed within ten months of start date and generally in accordance with the following schedule.

1. Foundation completed within two months.
2. Structure relocated within four months.
3. Work required for code compliance completed within six months.
4. All proposed construction and final clean up completed within ten months.
5. City of Minot Zoning Ordinance, Section 23-1 States:

"All off-street parking spaces and all driveways on private property leading to such parking areas shall be all-weather hard surface material. Acceptable surfacing materials include asphalt, concrete, brick, cement pavers or similar materials installed and maintained according to industry standards."

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding
N/A

VI. ALTERNATIVES

There are no alternatives.

APPLICATION FOR MOVING A RESIDENTIAL BUILDING

I, Lisa Bergstad, owner and/or agent hereby make application to the City Building Official to move a(n) manufactured home structure(s) from:

LOT 84 BLOCK _____
ADDITION Western Village
ADDRESS 1852 16th St SW

To the location within the City of Minot, North Dakota, legally described as:

LOT 13 BLOCK 4
ADDITION Engers First Addition
ADDRESS 1019 43rd St SE ZONING MH

I understand that this relocation request shall be posted by the City of Minot for a Notice of Public Hearing and that such Notice shall be published in the Official Newspaper designating the date of said hearing. Separate notices shall be sent by certified mail to affected property owners.

Moving Fee:

Residential Use: City Council approval fee: \$450.00

It is further understood that a completion bond in the amount of \$10,000.00 shall be provided to the City upon the approval of this application.

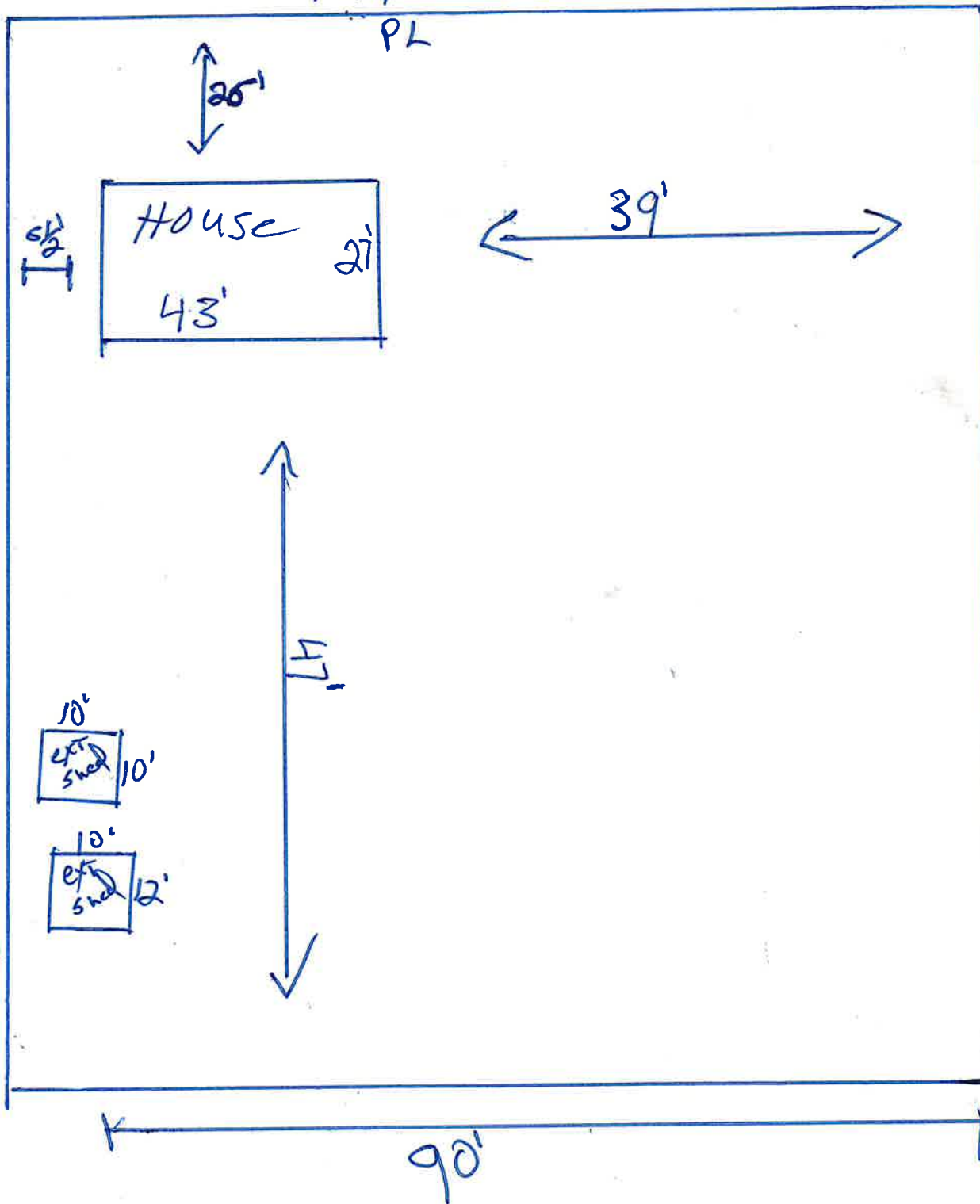
Lisa Bergstad 11-20-24
Signature of owner/agent Date

1019 43rd St SE Minot, ND 58701
Mailing Address

701-340-6558
Phone



street
#1019 43rd ST SE



To Whom it may concern,

I as the owner of #1019 43rd ST SE MINOT, ND
have entered into a quick claim ^{contract} with Ole & Lucie
Bergstad. They will be moving a Manufactured home
on this property.

DONI JESSEN #701-833-4758

#9435 County Rd 15 WEST MINOT, ND 58703

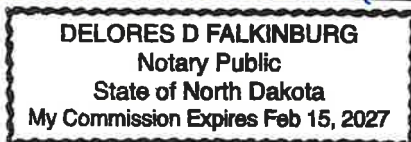
Doni Jessen

State of North Dakota

County of Ward

Subscribed and sworn to (affirmed) before me this 22nd day of November, 2024 by

Donald Jessen *



(Seal)

Delores Falkinburg
Notary Public

My commission expires Feb 15, 2027

Lisa Bergstad: You or your representative should appear on behalf of your request at the City Council meeting on Monday January 6, 2025, at 5:30 p.m. in the City Council Chambers. The City Council will be considering your request at that time.

NOTICE OF INTENT TO MOVE A BUILDING

Lisa Bergstad, owner of a manufactured home, is requesting to relocate this structure from 1852 16th St SW to **1019 43rd St SE** (Engers First Addition Lot 13, Blk 4).

Application has been made to the City Council for a moving permit to move this structure, and a public hearing will be held on January 6, 2025, at 5:30 p.m. in City Council Chambers at City Hall (10 3rd Avenue SW).

Anyone objecting to the granting of the permit to move this structure should make their protest known and appear in opposition to the granting of this permit. Further information can be obtained from Luke Tillema, Building Official, at 857-4102.

Publish Legal Ad: December 21, 2024
 December 29, 2024
 January 4, 2025

Bill to: Inspection Department
 City of Minot
 10 3rd Avenue SW
 Minot, ND 58701

Inspection Department



12-13-2024

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Lisa Bergstad to relocate a manufactured home from 1852 16th St SW to 1019 43rd St SE (ENGERS FIRST ADDITION, LOT 13, BLOCK 4). This property is zoned MH, Manufactured Home District.

A public hearing regarding the request will be held on Monday, January 6, 2025. The City Council will be reviewing the request on that day, at 5:30 pm in the City Council Chambers at City Hall. If you wish to appear or give comments concerning the request, you may attend this meeting, or you may present comments to this office at 1025 31st Street SE during normal working hours. Your aldermen are: Mike Blessum, Scott Samuelson, Rob Fuller, Mark Jantzer, Lisa Olson, and Paul Pitner.

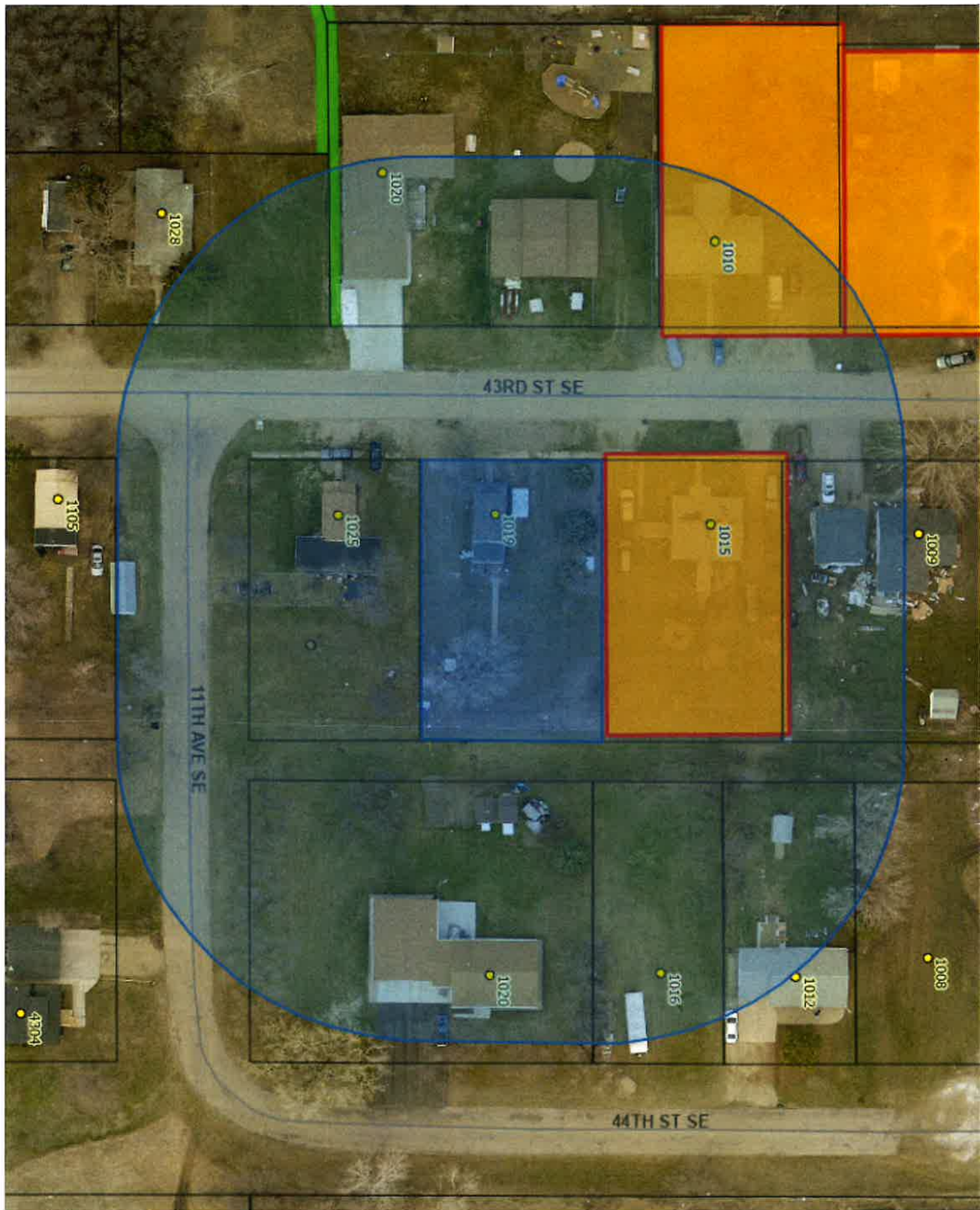
Sincerely,

Luke Tillema
Building Official

Enclosures

Certified Mail







Michelle Kimball

From: Dan Falconer
Sent: Tuesday, November 26, 2024 2:02 PM
To: Lisa Bergstad
Cc: Michelle Kimball
Subject: 1019 43rd St SE Site plan
Attachments: Bergstad 1019 43rd St SE Site Plan.pdf

Hello Lisa,

I've reviewed your site plan and added a few comments. As long as you follow the comments, the site plan is approved. I've attached your site plan with my comments. Let me know if you have any questions.

Regards,

Daniel Falconer

City of Minot, Assistant Planner

Office Phone: 701 -857-4122



Serving our neighbors, building our community with PRIDE.

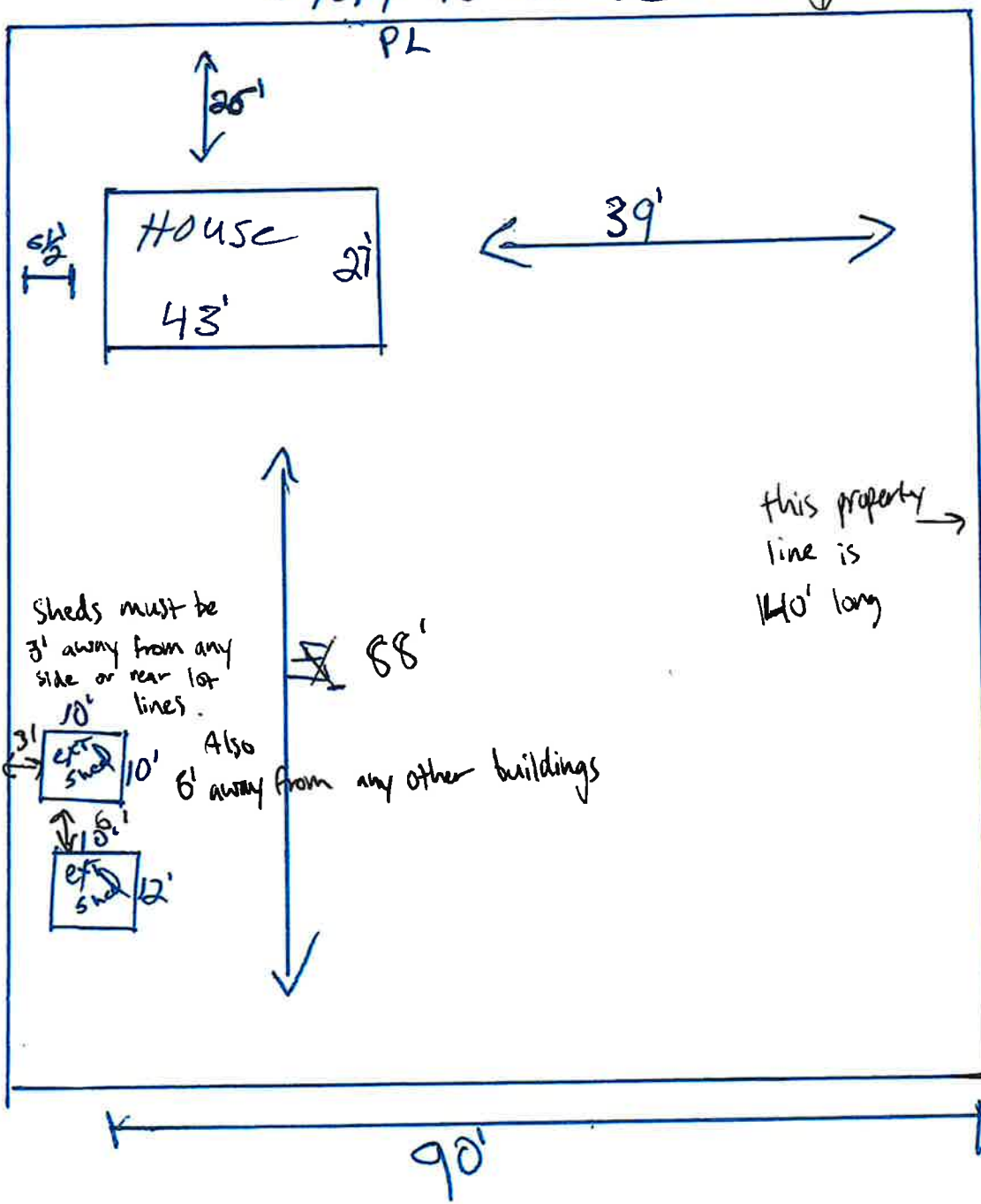
Professionalism | Responsibility | Integrity | Dedication | Excellence



This email is confidential and intended solely for the use of the individual to whom it is addressed. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error, please delete this email including all attachments and contact the sender by reply email.

STREET
#1019 43rd ST SE

Sidewalk
starts here
↓



To Whom it may concern,

I am the owner of #1019 43rd ST SE MINOT, ND
have entered into a quick claim^{contract} with Ole & Lucille
Bergstad. They will be moving a Manufactured home
on this property.

DONI JESSEN #701-833-4758

#9435 County Rd 15 WEST MINOT, ND 58703

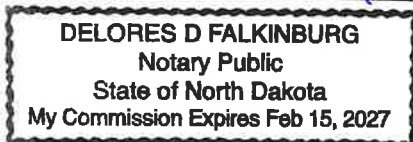
Doni Jessen

State of North Dakota

County of Ward

Subscribed and sworn to (affirmed) before me this 22nd day of November, 2024 by

Donald Jessen *



(Seal)

DeLores Falkenburg
Notary Public

My commission expires Feb 15, 2027

1025 31st Street SE Minot, ND 58701, Phone: 701-857-4102

PROPERTY LOCATION: 1019 43rd St SE

PROJECT NAME: Bergstad move

EXTERIOR:

1. Are there signs of roof, foundation, wall and structural support failure? NO
2. What is the current condition of shingles and roof vents? GOOD CONDITION
3. Current condition of windows, facia, and trim? GOOD CONDITION
4. Current condition of siding, need repair, replacement, or paint? GOOD CONDITION

INTERIOR:

1. Are windows in all sleeping rooms egress type (820 Sq. In. Net openable area)? N/A
2. Are smoke detectors installed and in correct location? N/A
3. What is the size and condition of floor supports? N/A
4. Does the building have fuses or circuit breakers and what size is the electrical panel? N/A
5. What is the type and current condition of wiring? N/A
6. What is the type and current condition of HVAC? N/A

COMMENTS: This is a manufactured home inspected and regulated by HUD

INSPECTOR'S SIGNATURE: _____



DATE: 12-4-2024 _____



TO: Lisa Bergstad
FROM: Luke Tillema, Building Official
DATE: January 6, 2025
SUBJECT: Relocation Agreement for 1019 43rd St SE

To the City of Minot:

If this relocation is approved, I hereby guarantee that I will make any requested modifications resulting from the inspection of the above-referenced building and its systems. The above work will be completed within a ten-month period as allotted by section 9-51 of the City of Minot Code of Ordinances. This ten-month period shall commence upon issuance of the building permit for said proposed project and is required be completed and performed in accordance with the following schedule:

1. Foundation complete within 2 months.
2. Structure set upon foundation within 4 months.
3. Work for code compliance complete within 6 months and prior to occupancy of the structure.
4. If occupancy is considered 2 family dwelling additional code requirements and designs will need to be met.
5. Over all structure of building appears to be sound
6. Any required cosmetic work completed within 8 months.
7. If required: existing siding will be repaired and painted
8. If required existing exterior windows shall be replaced.
9. If required existing shingles shall be repaired or replaced.
10. Grading, landscaping, parking and all exterior work complete within 10 months.

The following design requirements shall be submitted and must be approved before the issuance of any permits:

- This building requires a permanent frost-protected foundation is accordance with HUD Standards, International Residential Code and area design forces.
- This building will need to be relocated on the property to meet minimum setbacks in accordance with the City of Minot Land Development Ordinance.

Signed:

Name

Date

Address

Phone Number

MEMO

DATE: 11/27/2024

TO: Minot City Council

FROM: Ryan Kamrowski, City Assessor
Dan Lovelace, Senior Property Appraiser

SUBJECT: Application from Lisa Bergstad to move 1 Story Manufactured home located at 1852 16th St SW Minot, ND 58701 also known as WESTERN VILLAGE LOT 84 to 1019 43rd St SE Minot, ND 58701 also known as ENGERS FIRST ADDITION LOT 13 BLOCK 4.

DESCRIPTION

The application is requesting to move a 1 Story Manufactured home located at 1852 16th St SW Minot, ND 58701 also known as WESTERN VILLAGE LOT 84 to 1019 43rd St SE Minot, ND 58701 also known as ENGERS FIRST ADDITION LOT 13 BLOCK 4. The manufactured home is wood frame construction. The home has wood siding, asphalt shingles and vinyl windows.

RECOMMENDATION

The area that is under consideration for the moving application is 1019 43rd St SE Minot, ND 58701. The proposed site is in an established subdivision within the city limits. The property is zoned "MH" which allows Single Family Residential units. The surrounding neighborhood consists of several 1 story structures built between 1945 and 1965. Most of the structures in the neighborhood are single family residences. The proposed moving location is in eastern Minot, in an area referred to as Jefferson Map Area. Most of the properties in the vicinity have structures on them. Property values in the area range from approximately \$86,000 for the smaller residential properties to over \$230,000 for the largest property. A large percentage of the homes in the area are rental properties.

On a building relocation move, city ordinance requires the Assessor's Office to determine if the structure in consideration to be moved would currently meet 60% of its replacement cost and whether it is compatible with the neighborhood.

The structure has wood siding, asphalt roof, and vinyl windows all in good condition. We estimate the structure to meet at least 60% of its replacement cost as per Sec 9-47(b) (c) of the Minot Code of Ordinances. The subject structure was constructed using modern construction methods and is in good condition. It is our opinion that this structure would conform to the neighborhood under consideration.

The City of Minot Assessor's Office recommends the move be approved to the proposed site. The Assessor's office recommendation assumes that following the relocation the structure will meet all current building codes and set back requirements as determined by the building official.

Structure to be moved:



1 Story next door to the South:



1 Story to the North:



1 Story, second House to the North:



1 Story directly across street to West:



1 Story across the street and to the South:



On December 16, 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 05:30 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 the Team Minot Breakfast at MAFB, a flood work construction traffic re-route discussion, a discussion over food trucks and options for MAFB, a Trinity Hospital discussion, 1:1 with City Manager, a State Workforce Council meeting in Bismarck, a MACEDC meeting, a Community Action discussion on homeless situation in Minot, several holiday celebrations, hosted Cub Scout Troop 4421 at City Hall, a Task Force 21 meeting, a community leadership engagement at MAFB, met with newly elected members of State Legislature, and opening ceremonies for ND State Special Olympics Basketball Tournament.

PROCLAMATION

Mayor Ross presented the Minot High Bowling Team with a proclamation for their state championship.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council.

PLANNING COMMISSION

CONSIDER THE REPORT OF THE PLANNING COMMISSION

CONSENT ITEMS

The motion to approve items 6.1 through 6.22 with the staff recommended action 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 December 2, 2024 Regular City Council meeting.

ORDINANCES – Approve the following ordinances on second reading:

1. Ordinance No 6029 - 2024 BA - Puppy Dog Coulee SSD 121
2. Ordinance No 6030 - 2024 BA - RAISE Grant Consulting Fees
3. Ordinance No 6031 - 2025 BA - WCNTF 2025 Grant Award
4. Ordinance No 6032 - 2024 BA - Purchase of (2) Garbage Trucks
5. Ordinance No 6033 - 2025 BA - Purchase of (2) Garbage Trucks
6. Ordinance No 6034 - 2024 BA - Landfill Air Curtain Incinerator Purchase
7. Ordinance No 6035 - 2025 BA - Landfill Air Curtain Incinerator Purchase
8. Ordinance No 6036 - 2024 BA - Loose Equipment Needs for Used Fire Engines
9. Ordinance No 6037 - 2024 BA - 2024 Sanitary Sewer Rehab
10. Ordinance No 6038 - Proposed Ordinance - Downtown Alleyway

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

1. Minot Blue Line Club to conduct raffles at home games from December 14, 2024 through February 22, 2025 at the Maysa Arena (2501 Burdick Exwy W).
2. Minot Wrestling Boosters to conduct a calendar raffle in March 2025 and 50/50 raffles from 12/5/2024 through 1/16/2025 at Magic City Campus (1300 4th Ave NW).

3. Nedrose Cardinals Booster Club to conduct a sports pool on February 9, 2025 at Nedrose High School (5705 15th Ave SE).
4. Three Special Event Permits for Saul's (105 1st St SE Basement).
5. Special Event Permit for Sports on Tap (220 S Broadway).
6. Special Event Permit for 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. AMC Dakota Square 9
2. Aces Lounge & Casino
3. Atypical Brewery & Barrelworks
4. Blue Rider
5. Bootlegz
6. Buffalo Wings and Rings
7. Casa Jalisco
8. Clarion Hotel and Convention Center
9. Dakota Inn Trappers Lounge
10. Dakota Lounge
11. Enerbase
12. Ironhorse Kitchen & Bar
13. Lamplighter Lounge & Liquor Store
14. Landing Bar & Bottleshop
15. MP Wine & Spirits
16. MP Wine & Spirits Arrowhead
17. MP Wine & Spirits North Hill
18. MP Wine & Spirits S Broadway
19. Minot Hot Tots
20. Minotauros Hockey
21. Nola's Lounge
22. Oishii Ramen
23. Planet Pizza
24. Ranger Lounge
25. Sammy's Pizza
26. Target
27. The Putt District
28. Tilt Studio
29. Try Thai
30. Up Your Axe
31. 19th Hole
32. Army's 2.0
33. Bones BBQ
34. Brake Time
35. Cashwise
36. Cookies for You
37. Gourmet Chef
38. Hampton Inn & Suites Minot Airport
39. Hotel Revel
40. Longhorn Steakhouse
41. Pizza Ranch
42. Quality Inn & Suites
43. The Olive Garden Italian Restaurant
44. The Spot
45. Urban Winery
46. JL Beers (Supper Club)

MAYORAL APPOINTMENTS – Confirm the following Mayoral Appointments:

Planning Commission:

- Reappoint Kayla Johnson for a term of five-years to the Planning Commission that expires on December 31, 2029
- Appoint Tanner Dockter for a term of five-years to the Planning Commission that expires on December 31, 2029

Renaissance Zone Review Board:

- Reappoint Mark Lyman (MACEDC representative) for a term of three-years to the Renaissance Zone Review Board that expires on December 31, 2027
- Reappoint Pat Bailey (MAB representative) for a term of three-years to the Renaissance Zone Review Board that expires on December 31, 2027

GAMING SITE AUTHORIZATION - NORTH DAKOTA COWBOY HALL OF FAME – Approve the gaming site authorization for the North Dakota Cowboy Hall of Fame to conduct a raffle on November 22, 2025 at the following location:

- Minot Municipal Auditorium (420 3rd Ave SW)

MINOT FIRE DEPARTMENT COMMUNITY OUTREACH PROGRAM – Accept donation funds in the amount of \$18,000 from Community Partners and Gaming Organizations; authorize the City Mayor to sign the contract for Care Resource Connections, the third-party vendor; and approve the 2024 Budget Amendment on first reading to increase General Fund Revenues and the Consultants and Dept. Materials and Supplies line items in the Fire Dept. budget.

CONTRACT WITH TIMMONS - CITYWIDE PERMITTING PORTAL (4423) – Approve the contract with Timmons and authorize the Mayor to sign.

2025 FUEL - AWARD OF BID - Award the bid for fuel to United Quality Cooperative as the supplier and authorize the Mayor to sign applicable documentation.

ADOPT THE UPDATED CAPITAL ASSET POLICY – Adopt the updated capital asset policy.

NW AREA WATERMAIN REPLACEMENT - FINAL PAYMENT (4656) – Approve the final payment for the NW Area Watermain Project to Wagner Construction, Inc., in the amount of \$60,411.43.

2023 S BROADWAY & BURDICK EXPWY W SIGNAL REPLACEMENT - FINAL PAYMENT (4752) – Approve the final payment of \$68,790.24 to be paid to Main Electric Construction, Inc.

2024 SIGNAL IMPROVEMENT - FINAL PAYMENT (4809) – Approve the final payment of \$124,928.11 to be paid to Main Electric Construction, Inc.

2024 SIGNAL CABINET IMPROVEMENT - AWARD OF BID (4885) – Award the bid for the construction portion of the 2024 Signal Cabinet Improvement Project to the low bidder, Main Electric Construction, Inc. in the amount of \$208,740.00; award the budget amendment to transfer \$70,527 from the Traffic Division's Signal Maintenance fund to the Traffic Division's Capital Improvement Equipment fund; and authorize the Mayor to sign the agreement.

CASE # 2024-11-01 - CARVER ADDITON - FINAL PLAT – Approve the proposed final subdivision plat as provided in Attachment A.

3RD STREET AND CENTRAL AVENUE RECONSTRUCTION ENGINEERING CONSULTANT SELECTION (4826) – Select Apex Engineering Group to perform engineering services for the 3rd Street and Central Avenue Reconstruction project; and authorize the City Engineer to negotiate a scope and fee for Task Order 1 and authorize the Mayor to sign the agreement.

NORTH DAKOTA DRUG RECOGNITION EXPERT (DRE) POLICY AND PROCEDURE AGREEMENT FOR TABLET COMPUTERS – Approve the North Dakota DRE Policy and Procedure Document for tablet computers is an agreement and authorize the DRE officers and Mayor to sign the agreement.

2023 SIGNAL CABINET IMPROVEMENT - FINAL PAYMENT (4774) – Approve the final payment of \$36,814.00 to be paid to Main Electric Construction, Inc.

BJA FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) – Accept the FY2024 Local Edward Byrne Memorial Justice Assistance Grant (JAG); authorize the Mayor and Acting Chief of Police to sign the Memorandum of Understanding; and approve the budget amendment on first reading to increase the police grants department operation supplies.

CORRECTION TO RESOLUTION NO. 3845 ESTABLISHING 2025 RATES, FEES, AND CHARGES AT THE MINOT INTERNATIONAL AIRPORT (MOT) – Approve the corrected rates and charges resolution and authorize the Mayor to sign any applicable documents.

AUTHORIZE MAYOR TO SIGN CDBG FINANCIAL AWARD FOR ENGLE COURT APARTMENTS – Authorize the Mayor to sign the CDBG financial award.

ND ENERGY CONSERVATION GRANT APPLICATION FOR LED LIGHTING – Approve the submission of the ND Energy Conservation Grant application for LED Lighting, which will remove and replace outdated, less efficient lighting; and authorize staff and Mayor to sign applicable documentation.

ACTION ITEMS

BUDGET AMENDMENT FOR SNOW BLOWER WITH TRADE-IN

The motion to authorize the trade-in of the 36" snow blower attachment and approve the proposed BA on 1st reading 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.

EXTENDED STAY LEISURE FEE ORDINANCE

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

3RD STREET BRIDGE REPAIR ENGINEERING CONSULTANT SELECTION (4873)

The motion to select KLJ to perform engineering services for the 3rd Street Bridge Repair project; authorize the City Engineer to negotiate a scope and fee for Task Order 1; and authorize the Mayor to sign the agreement 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.

RATIFY ACCEPTANCE OF INSURANCE SETTLEMENT AND RELEASE OF PROPERTY DAMAGE

The motion to ratify the acceptance of the insurance settlement and authorize the Mayor to sign the release of property damage 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.

PERSONAL APPEARANCES

There were no personal appearances.

MISCELLANEOUS AND DISCUSSION ITEMS

FIRE DEPARTMENT STAFFING PRESENTATION

Chief Kelli Kronschabel presented to the City Council about the Fire Department and future staffing.

VISIT MINOT REPORT

Stephanie Schoenrock presented Visit Minot's 2024 Performance Report to the City Council.

MISCELLANEOUS AND DISCUSSION ITEMS

Aaron Moss spoke to the City Council on behalf of the FOP about the annual Stuff a Squad event and the Shop with a Cop kids event.

Alderman Fuller spoke about a requested meeting by family members of Officer Watne and outreach/aftercare programs for first responders.

The motion to approve moving forward with this mental healthcare initiative for first responders was initiated by City Council Member Fuller, 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.

LIAISON REPORTS

Council Member Fuller attended the Ward County Emergency Planning Meeting. Council Member Pitner attended the Economic Development Plan Review Committee and mentioned an upcoming Renaissance Zone Board meeting. Council Member Jantzer and Council Member Blessum attended a meeting with the newly elected members of the State Legislature.

Council Member Samuelson mentioned an upcoming Ward County Planning Commission meeting and attended a League of Cities legislative meeting. Council Member Blessum attended the Economic Development Plan Review Committee and mentioned the upcoming Ward County 911 meeting and the Minot Commission on Aging meeting. Council Member Olson attended an SBPC Loan Review Committee meeting and mentioned the upcoming Central Dakota MPO meeting and SBPC Executive Board meeting.

ADJOURNMENT

The motion to adjourn meeting at 6:48 pm 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.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

On December 19, 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 05:48 PM.

ROLL CALL

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

Members Absent: Rob Fuller

PLEDGE OF ALLEGIANCE

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

ACTION ITEMS

ALCOHOLIC BEVERAGE LICENSE RENEWALS

Council Member Pitner initiated a motion to approve the alcoholic beverage license renewals for the period of January 1, 2025 through December 31, 2025 for the following businesses:

1. Don Tapatio Mexican Cuisine
2. El Azteca
3. Off the Vine
4. On the Rocks Lounge
5. Taco Feliz
6. Taco Feliz No 2
7. The Grand Hotel
8. Uncle Maddio's Pizza

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

APPOINTMENT OF SPECIAL CITY ATTORNEY, SEYMOUR JORDAN - MINOT POLICE/WARD COUNTY CASE NO. 24-19088

The motion to consent and approve of the appointment of Seymour Jordan, Divide County States Attorney, to act as Special Assistant City Attorney in Minot Police/Ward County Case No. 24-19088; and authorize the City Attorney and Mayor to sign any necessary paperwork to complete the appointment was initiated by City Council Member Pitner, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

UPDATE/DISCUSSION ON CITY OF MINOT POLICE DEPARTMENT EXTERNAL INVESTIGATION REPORT

There was no action taken on this item. Yvette Heintzelman presented her background in investigations and was available for questions pertaining to the report or process.

ADJOURNMENT

The motion to adjourn the meeting at 6:16 pm was initiated by City Council Member Pitner, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

On December 27, 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 02:00 PM.

ROLL CALL

Members Present: Mike Blessum, Rob Fuller, Mark Jantzer (via Teams), Lisa Olson, Tom Ross

Members Absent: Paul Pitner, Scott Samuelson

PLEDGE OF ALLEGIANCE

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

ACTION ITEMS

ALCOHOLIC BEVERAGE LICENSE RENEWALS

City Council Member Blessum motioned to approve the alcoholic beverage license renewals for the period of January 1, 2025 through December 31, 2025 for the following businesses:

1. Comfort Suites
2. Moose Lodge No 822 (Once approved by AC Captain Dale Plessas.)

The motion was seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Lisa Olson, Tom Ross; nays: None.

LEGISLATIVE UPDATE, DISCUSSION, AND POSSIBLE PRIORITIZATION

The representatives present provided introductions to the City Council members and mentioned the committees they would be serving on. Jason Sorenson, Utilities Director, presented an update on flood protection and NAWs. City Council Member Mark Jantzer gave a military update. City Council Member Lisa Olson discussed the Childcare in Minot Committee and the issues with childcare.

Finance Director, David Lakefield, spoke to the City Council and Legislatures about HUB City Funding. Chief Kelli Kronschnabel discussed the legislation she is working on with liens and fire insurance. City Manager, Harold Stewart, discussed personnel records possibly being considered exempt/confidential records. City Council Member Mike Blessum discussed property tax. Brian Horinka, Bus Superintendent, discussed public transportation changes and challenges.

ADJOURNMENT

The motion to adjourn the meeting at 3:11 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, Mark Jantzer, Lisa Olson, Tom Ross; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 6039

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT CONSULTANTS AND MATERIALS/SUPPLIES
EXPENDITURES AND CONTRIBUTIONS & DONATIONS REVENUE FOR THE
COMMUNITY OUTREACH PROGRAM.**

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

- §1: Amend the 2024 annual budget to increase the Fire Department consultants and materials/supplies expenditures and contributions & donations revenue for the community outreach program:

10031000-43040	2024300004	\$17,000
10031000-46101	2024300004	1000
10000000-36400	2024300004	18,000

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

PASSED FIRST READING: December 16, 2024

PASSED SECOND READING: January 6, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6040

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE TRAFFIC CAPITAL EQUIPMENT EXPENDITURES AND DECREASE THE SIGNALS AND LIGHTING ACCOUNT FOR THE 2024 SIGNAL CABINET REPLACEMENT BID AWARD AND APPROVE THE TRANSFER OF FUNDS.

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

- §1: An ordinance amending the 2024 annual budget to increase the traffic capital equipment expenditures and decrease the signals and lighting account for the 2024 signal cabinet replacement bid award:

42037000-57500	2024370001	\$70,527
10037000-46120		(70,527)
10037000-49125		70,527

- §2: Approve the transfer of funds:

10037000-49125		70,527
42000000-39101	2024370001	(70,527)

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

PASSED FIRST READING: December 16, 2024

PASSED SECOND READING: January 6, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6041

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
POLICE GRANT DEPARTMENT REVENUES AND EXPENDITURES FOR THE FY24
EDWARD BYRNE MEMORIAL JAG GRANT AWARD.**

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

§1: Amend the 2024 annual budget to increase the Police grant department revenues and expenditures for the FY24 Edward Byrne Memorial JAG Grant award:

10000000-33100	2024200015	\$16,214
10020000-46101	2024200015	16,214

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

PASSED FIRST READING: December 16, 2024

PASSED SECOND READING: January 6, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6042

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE STREET DEPARTMENT CAPITAL EQUIPMENT REVENUES AND EXPENDITURES AND DECREASE THE STREET DEPARTMENT OPERATION SUPPLIES FOR THE SNOWBLOWER ATTACHMENT TRADE IN.

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

- §1: Amend the 2024 annual budget to increase the street department capital equipment revenues and expenditures and decrease the street department operation supplies for the snowblower attachment trade in:

42040000-57500		\$5,700
42000000-39210		2,700
10040000-46101		(3,000)

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

PASSED FIRST READING: December 16, 2024

PASSED SECOND READING: January 6, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



ORDINANCE NO. 6043

AN ORDINANCE AMENDING DIVISION 4, UNDER CHAPTER 18 (LICENSES AND BUSINESS REGULATIONS), ARTICLE III (SPECIFIC BUSINESSES AND OCCUPATIONS) OF THE CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO TITLE DIVISION 4 AS "HOTEL LEISURE FEE" AND TO ADOPT PROVISIONS RELATING TO THE HOTEL LEISURE FEE

WHEREAS, the City of Minot is a political subdivision lawfully recognized in the state of North Dakota as a home rule city and possessing municipal powers and authority pursuant to its home rule charter and provisions of North Dakota Century Code (NDCC) § 40-05.1, as well as statutory provisions codified in NDCC 40-05-01; and

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof, including the authority to control its finances and fiscal affairs; and

WHEREAS, the City of Minot has the authority pursuant to state law and its home rule charter to, among other things, impose and collect fees; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

§ 1. That Division 4, under Chapter 18 (Licenses and Business Regulations), Article III (Specific Businesses and Occupations), is hereby amended as follows:

DIVISION 4. – HOTEL LEISURE FEE

Sec. 18-82. – Leisure Fee Imposed; Amount.

There is hereby imposed a fee upon the extended stay occupancy of any room or space furnished by a hotel. The fee imposed shall be \$1.00 per day, beginning on the first day of occupancy. The fee shall be paid by the occupant of such room or space. This fee is in addition to any other fee or tax imposed or levied by the city, whether enacted prior thereto or hereafter.

Sec. 18-83. – Definitions.

The following words, terms and phrases are, for the purposes of this division, except where the context clearly indicates a different meaning, defined as follows:

Administrator shall mean the city auditor.

Consideration shall mean the cost of the room in said hotel and shall not include the costs of any food served or personal services rendered to the occupant of such room, not related to the cleaning and readying of such room for occupancy, and shall not include any tax assessed for occupancy thereof by this division or otherwise by the city or by any other governmental entity.

Extended Stay Occupancy shall mean the use or possession or the right to the use or possession of any room or rooms in a hotel for sleeping accommodation for any period of time for thirty (30) or more consecutive days.

Hotel shall mean any hotels and motels licensed as a lodging establishment by the State of North Dakota under Chapter 23-09 of the North Dakota Century Code.

Occupant shall mean anyone who, for a consideration, uses, possesses or has a right to use or possess any room or rooms used for sleep under any lease, concession, permit, right of access, license, contract or agreement.

Person shall mean any individual, company, corporation or association owning, operating, managing or controlling any hotel.

Sec. 18-84. – Purpose and Proceeds.

- (a) The purpose of this division is to raise funds dedicated to the promotion of conventions in and visitors to the City of Minot through the operation of a convention and visitors bureau.
- (b) The net proceeds of the fee imposed by this division (that is, the gross proceeds less the reasonable costs of administration) shall be used for the operation of a convention and visitor's bureau.

Sec. 18-85. – Duty to Collect Leisure Fee.

The owner (which term shall include the plural "owners") of a hotel located within the City of Minot, or such person (which shall include the plural "persons") as may be delegated by the owner, shall collect the fee imposed in section 18-82 hereof with respect to the operation of such hotel from the patrons thereof. Provided that, however, the delegation of the duties imposed in this section or elsewhere in this division by the hotel owner to another person shall not constitute a defense to any proceedings brought against the owner pursuant to this section or section 18-89 to collect the fee imposed by this division, including any delinquent portion thereof, plus penalty and interest, if any. The fee imposed in this division and any penalty or interest shall constitute a debt of the owner of the hotel to the City of Minot, whether collected from the hotel patrons or not, and it may be collected by the City of Minot through an appropriate civil action.

Sec. 18-86. – Reports; When Leisure Fee Due.

Monthly, on or before the last day of the next succeeding month, the person required or authorized in section 18-85 hereof to collect the fee imposed herein shall pay the entire fee due with respect to the operation of the hotel during the prior month to the administrator. In addition, the person shall file with the fee payment a report showing the extended stay occupancies in the preceding month, the amount of the fee collected on such occupancies, and any other information as the administrator may reasonable require. The administrator will then remit (after deducting appropriate administrative expenses if the same are authorized pursuant to section 18-88 hereof) the fee proceeds to the city treasurer to be deposited in a special fund of the city to be known as the "hotel leisure fee fund."

Sec. 18-87. – Rules and Regulations.

The administrator shall have the power to make such rules and regulations as are necessary to effectively collect the fee imposed herein, and shall upon reasonable notice have access to books and records necessary to enable him to determine the correctness of any report filed as required by this division and the amount of fees due under the provisions of this division.

Sec. 18-88. – Administration of Leisure Fee.

The city auditor shall have the responsibility of administering the leisure fee imposed in this division.

Sec. 18-89. – Penalties, Criminal and Civil.

- (a) *Criminal penalties.* Any person, whether as principal, accomplice or coconspirator (1) who willfully fails (a) to file a report as required herein or (b) to pay to the administrator the fee imposed herein, when said report or payment is due, or (2) who files a false report with the intent to evade in whole or in part the fee imposed herein, shall be punished by a fine not to exceed one thousand five hundred dollars (\$1,500.00) or imprisonment for thirty (30) days, or both.
- (b) *Civil penalties.* Delinquent payment of fees, that is, any portion of the fee which is not timely paid on the due date, whether by nonfiling, or by underreporting of liability, or otherwise, shall draw interest at the rate of nine (9) per cent per annum from the due date, and in addition, the administrator shall assess a penalty equal to the greater of (1) fifty dollars (\$50.00) or (2) five (5) per cent of the amount of the fee found to be delinquent, which penalty shall immediately become due and payable as additional fee, (provided that, however, no interest shall be payable with respect to such penalty).

Sec. 18-90. – Severability Provisions.

If any section, clause, paragraph, or provision of this division shall be held unconstitutional or void, then the invalidity of such section, clause, paragraph, or provision shall not affect the other provisions of this division, and the same shall remain in full force and effect.

§2. This Ordinance shall become effective upon final passage and approval.

PASSED FIRST READING: December 16, 2024

PASSED SECOND READING: January 6, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: January 6, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. 791st Dark Horse Association to conduct a raffle on December 14, 2024 at the Clarion Hotel (2200 Burdick Exwy E).**
- 2. First Lutheran Church to conduct a calendar raffle in February 2025 at First Lutheran Church (120 5th Ave NW).**
- 3. Lewis and Clark Elementary School to conduct a raffle and bingo on January 31, 2025 at Lewis and Clark Elementary School (2215 8th St NW).**
- 4. Minot North Girls Basketball Boosters to conduct a raffle on December 28, 2024 at Minot North High School (2100 21st Ave NW).**
- 5. Souris Valley Pheasants Forever to conduct a raffle on January 12, 2025 at North Hill Bowl (1901 N Broadway).**
- 6. Boy Scout Troop 425 to conduct a raffle on March 15, 2025 at the Congregational United Church of Christ (430 N Broadway).**
- 7. Two Special Event Permits for Sports on Tap (220 S Broadway).**
- 8. Special Event Permit for Blue Rider (118 1st Ave SE).**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

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

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

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

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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

Department: Airport	
Name	Gross Pay
Baier, Jamison T	\$ 4,205.70
Brock, Vanessa M	\$ 4,163.18
Brock, William	\$ 7,838.35
Choi, Alex M	\$ 5,742.34
Clark, Benjamin P	\$ 4,163.18
Davis, Brandon	\$ 4,985.28
Depriest, Isaac	\$ 4,406.29
Dickson, Earnest edward	\$ 4,845.17
Draper, David	\$ 5,199.69
Eckman, Jennifer Kristin	\$ 11,839.18
Kaminski, Thomas	\$ 3,786.75
Klein, Craig A	\$ 4,508.12
Long, Jessica	\$ 6,268.26
McCuaig, Tyler	\$ 3,104.18
Moody, Sharon	\$ 4,375.64
Norby, Judy	\$ 3,815.64
Ortiz-Pabon, Nelson	\$ 4,516.23
Rafala, Michael	\$ 5,762.78
Romanick, Maria C	\$ 6,585.64
Romero, Melvin Frederick	\$ 3,285.06
Sanders, Sean Edward	\$ 524.94
Schriock, Brittany R	\$ 3,913.26
Simpson, Drew Jaym	\$ 209.30
Takashige, Alec N	\$ 5,329.93
Urban, Randy N	\$ 3,274.46
Totals for Department Airport	
Total	\$ 116,648.55

Department: Assessors	
Name	Gross Pay
Druse, Damon	\$ 8,360.05
Kamrowski, Ryan L	\$ 8,843.80
Lovelace, Daniel D	\$ 6,610.30
Maragos, Sheila M	\$ 6,944.21
Nelson, Chelsy	\$ 3,920.18
Schlecht, Dustin J	\$ 7,332.84
Totals for Department Assessors	
Total	\$ 42,011.38

Department: Cemetery	
Name	Gross Pay

Name	Gross Pay
Kamphuis, Allison Beth	\$ 4,641.17
Roteliuk, Rondel R	\$ 6,775.18
Seifert, James R	\$ 4,535.39
Zietz, Cole J	\$ 4,596.07
Totals for Department Cemetery	
Total	\$ 20,547.81

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	\$ 6,145.72
Schraeder, Ann M	\$ 4,768.99
Stein, Jeanne	\$ 6,750.18
Stewart, Harold Leroy	\$ 20,474.80
Totals for Department City Manager	
Total	\$ 51,587.65

Department: City Shop	
Name	Gross Pay
Anderson, Robbie	\$ 4,252.75

Name	Gross Pay
Bradford, Emil	\$ 3,850.44
Headrick, Jesse	\$ 3,592.66
Hermanson, Brook A	\$ 7,019.99
Hughbanks, Brian	\$ 3,966.37
Marsh, Timothy D	
Ortmann, Donald G	\$ 6,368.04
Rivera, Frank R	\$ 4,767.93
Schaubroeck, April S	\$ 3,528.97
Schmidt, Charles Joseph	\$ 7,092.24
Smith, Zachary Thomas	\$ 3,246.95
Totals for Department City Shop	
Total	\$ 47,686.34

Department: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 6,115.02
Brown, Justice	\$ 4,938.73
Buchweitz, Savannah Raelyn	\$ 4,148.20
Christie, Sean A	\$ 12,262.50
Cowden, Brandy	
Evans, Amy	\$ 4,426.11
Fahy, Wayne W	\$ 6,749.42
Haugan, Margaret H	\$ 9,304.36
Lausch, Jacqueline	\$ 6,213.74
Lonis, Ashleigh	\$ 5,609.63
Mindt, Haley Marie	\$ 3,872.42
Newman, Samantha	\$ 5,244.63
Okon, Destany Lynn	\$ 3,968.53
Orla-Cabral, Kristen	
Plumadore, Maggie	\$ 646.95
Roehm, Brandi	\$ 4,420.13
Schoen, Molly	
Sorensen, Elizabeth A	\$ 7,317.64
Van Hill, Shanlya M	\$ 6,624.97
Yost, Braydon Gage	\$ 4,258.86
Totals for Department Dispatch	
Total	\$ 96,121.84

Department: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 6,717.38
Foley, Taylor	\$ 4,660.65
Hernandez, Gabriel	\$ 4,120.24
Hoffart, Jesse	\$ 7,468.61

Name	Gross Pay
Huettl, Emily	\$ 9,305.24
King, Matthew R	\$ 6,750.18
Meyer, Lance E	\$ 13,951.48
Ramos, Nicole	\$ 5,539.48
Romann, Alicia A	\$ 5,018.84
Steckler, Thomas E	\$ 7,450.92
Swartz-Dahl, Sami	\$ 4,776.85
Vorgitch, Julia	\$ 4,436.44
Totals for Department Engineering	
Total	\$ 80,196.31

Department: Finance	
Name	Gross Pay
Burns, Callie S	\$ 6,474.37
Grabow, Randi L	\$ 5,019.15
Lakefield, David	\$ 12,558.64
Molina, Crystal R	\$ 4,608.51
Nerem, Laurisa	\$ 4,328.01
Olson, Jaelee	\$ 4,479.61
Schmidt, Susan	\$ 5,019.15
Shatara, Jenna	\$ 1,401.66
Shefstad, Brittany J	\$ 5,678.64
Shelkey, Melody L	\$ 7,294.21
Van Grinsven, Kristin	\$ 6,268.26
Variste, Jeanny	\$ 4,396.29
Zeece, Holly	\$ 5,405.08
Zelinski, Jenna M	\$ 8,048.91
Totals for Department Finance	
Total	\$ 80,980.49

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	\$ 6,292.45
Kronsnabel-Dostert, Kelli	\$ 12,533.64
Seifert, Travis J	\$ 6,848.25
Summers, Dana W	\$ 5,990.82
Weber, Brent A	\$ 8,430.14
Totals for Department Fire - Administration	
Total	\$ 60,569.14

Department: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 8,932.09
Allen, Scott	\$ 5,122.17
Anderson, Joseph	\$ 5,240.32
Angelo, Jason	\$ 4,985.49
Baker, Griffin Joseph	\$ 3,781.94
Beck, Kyle W	\$ 7,564.54
Bell, Ryan A	
Berntson, Austin	\$ 4,692.38
Blackwood, Robert	\$ 5,932.68
Boechler, Matthew A	\$ 4,768.07
Burgess, Justin T	\$ 7,187.00
Burns, Austin T	\$ 8,418.81
Christen, Tyler P	\$ 5,506.30
Coleman, Alexander	\$ 5,380.77
Croxall, Jeremy M	\$ 6,178.46
Decoteau, William	
Degele, Travis W	\$ 7,568.53
Dockter, James	\$ 5,452.56
Eull, Mitchell	\$ 5,657.50
Fernandez, Jacob S	
Filkins, Jacob E	\$ 5,940.68
Fylling, Jacob	\$ 5,509.43
Garberg, Tully D	\$ 9,565.44
Ghent, Tyler	\$ 3,973.68
Gilliss, Shane	\$ 7,798.34
Hanselman, Andrew J	\$ 7,779.85
Hanson, Myles	\$ 6,169.52
Hardy, Glen A	\$ 7,311.40
Haskins, Patrick	\$ 4,040.17
Hayden, Jameson	\$ 4,526.31
Kristiansen, Hans	\$ 8,768.36
Laks, Damon	\$ 5,079.62
Laskowski, Paul J	\$ 11,011.40
Lentz, Jacob W	\$ 7,602.34
Mathieson, Mark	\$ 5,974.23
Maxwell, Mason W	\$ 9,264.00
McFadden, Kyle	
Meadows, Casey D	\$ 8,209.69
Meadows, Jaydee	\$ 5,086.93
Meyer, Trent	\$ 4,060.32
Nelson, Brady Kent	\$ 3,764.58
Nerem, Jesse	\$ 5,122.17
Newman, Phillip	\$ 4,776.85

Name	Gross Pay
Olson, Joshua	\$ 6,044.28
Orr, Jeremiah	\$ 5,652.86
Peterson, Aaron P	\$ 8,532.12
Raymond, Daniel	\$ 9,232.55
Rice, Alec D	\$ 6,525.81
Rohrbach, Robert A	\$ 6,199.23
Ross, Michael T	\$ 8,560.41
Rostberg, Casey	\$ 5,515.67
Safranski, Dustin M	\$ 6,199.23
Schill, Kyle	\$ 5,110.78
Schoenborn, Matthew Lee	\$ 4,363.50
Schriock, Kerry W	\$ 10,602.98
Shoemaker, Charles	\$ 6,219.40
Sickles, Chad	\$ 6,261.47
Staples, Kayden	\$ 4,648.56
Tancabel, Andrew	\$ 6,369.35
Taylor, Matthew	\$ 4,369.94
Tougas, Brady W	\$ 9,777.82
Urban, Augustus	\$ 5,811.51
Walhood, Bradley	\$ 5,845.81
Walter, Devin M	\$ 8,401.10
West, Jason	\$ 6,900.23
Wolf, Hunter	\$ 3,903.46
Zabka, Aaron	\$ 5,122.17
Totals for Department Fire Control	
Total	\$ 399,875.16

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	\$ 4,132.34
Knudsvig, Miles	\$ 5,226.61
McKibben, Jason S	\$ 8,906.91
Podolski, Tyler	\$ 4,142.54
Ulrickson, Paul M	\$ 8,690.85

Name	Gross Pay
Totals for Department IT	
Total	\$ 37,265.07

Department: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 5,820.60
Degroot, Gage	\$ 7,522.49
Dodge, Cindy J	
Falkinburg, Delores D	\$ 13,778.72
Hancock, Thomas	\$ 1,919.00
Heizelman, Gerald Lee	\$ 1,742.16
Kilichowski, Owen J	\$ 6,004.65
Kimball, Michelle L	\$ 5,273.73
Murphy, Michael J	\$ 6,919.20
Ringsaker, Kelsey Raye	\$ 680.00
Sickler, Laurie A	\$ 4,896.20
Stewart, Tony Earl	\$ 5,421.13
Tillema, Luke	\$ 9,078.34
Totals for Department Inspections	
Total	\$ 69,056.22

Department: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 3,925.05
Anderson, Melissa Ann	\$ 3,149.01
Boucher, Robbie R	\$ 4,603.87
Bullard-Wolf, Christina	\$ 4,896.19
Bullard-Wolf, Travis D	\$ 1,301.43
Curelo, Steven	\$ 5,322.58
Foster, Krystle A	\$ 3,139.38
Helgeson, David	\$ 5,978.76
Mullikin, Christopher Ryan	\$ 3,299.10
Reimche, Tyler J	\$ 6,005.66
Shefstad, Allen	\$ 9,298.83
Zuck, Darren S	\$ 5,018.83
Totals for Department Landfill	
Total	\$ 55,938.69

Department: Library	
Name	Gross Pay
Aberle, Craig S	\$ 3,611.95
Anderson, Janet B	
Bercier, Georgianna	\$ 30.14

Name	Gross Pay
Bickell, Destiny Jayd	\$ 3,023.24
Brown, Leah M	\$ 1,231.45
Carswell, Pamela E	\$ 4,789.63
Fagerland, Benjamin	\$ 1,010.12
Frey, Katelin Margaret	\$ 504.15
Hall, Bradley William	\$ 427.24
Humble, Katie	\$ 493.27
Huseth, Valerie	\$ 3,473.24
Julson, Marcia G	\$ 4,332.38
Lien, Kathryn	\$ 3,341.01
Miller, Emily	\$ 89.73
Monley, Randi D	\$ 4,542.26
Moya, Zhaina	\$ 7,329.41
Ostlund, Emily	\$ 4,541.82
Pecoraro, Betty	\$ 1,655.67
Pikka, Joshua	\$ 5,813.71
Possen, Lacey A	\$ 3,902.06
Prevett, Destiney Raine	\$ 1,264.47
Schneibel, Veronica	\$ 4,110.58
Timothy, Scott D	\$ 5,486.62
Wernecke, Elizabeth MayLynn	\$ 791.88
Wheeler, Mary P	\$ 5,413.24
Williams, David J	\$ 742.95
Wolf, Julie M	\$ 3,371.03
Ziegler, Kassandra M	\$ 3,368.54
Totals for Department Library	
Total	\$ 78,691.79

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
Dodge, Cindy J	
Glines, Morgan	\$ 1,200.00
McNicholas, Andrea	\$ 3,731.44
Nishek, Laurie	\$ 6,108.64
Tallman, Nicole	\$ 4,241.51
Tinkle, Staci	
Totals for Department Municipal Court	

Name	Gross Pay
Total	\$ 19,899.75

Department: NAWS Biota Plan	
Name	Gross Pay
Kittelson, Collin	\$ 5,735.84
Knight, Benjamin Layton	\$ 3,284.27
May, Ashley Elizabeth	\$ 1,598.09
O'Keefe, Kevin	\$ 5,193.02
Parsons, John	\$ 3,360.87
Plesuk, Sara Dawn	\$ 3,734.23
Sims, Aaron	\$ 3,216.75
Solberg, Dana	\$ 3,347.42
Walker, James Alonso	\$ 4,127.90
Totals for Department NAWS Biota Plan	
Total	\$ 33,598.39

Department: National Disaster Recover	
Name	Gross Pay
Barrette, Anthony	
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	\$ 5,539.88
Meyer, Veronica M	\$ 8,883.85
Schettler, Tristan	\$ 5,539.48
Sorenson, Jason S	\$ 13,587.00
Totals for Department PW Utility Admin	
Total	\$ 45,397.05

Department: Planning	
Name	Gross Pay
Billingsley, Brian	\$ 11,613.21
Diedrichsen, Douglas Craig	\$ 8,640.99
Falconer, Daniel	\$ 4,896.20
Gartner, Kylee Jo	\$ 3,333.00
Hornberger, Hannah L.	\$ 199.28
Zietz, Marjorie	\$ 3,145.78

Name	Gross Pay
Totals for Department Planning	
Total	\$ 31,828.46

Department: Police - Administration	
Name	Gross Pay
Bachmeier, Kendra	\$ 3,065.09
Chapman, David J	\$ 8,430.14
Church, Jenna J	\$ 3,397.09
Foley, Jared S	\$ 9,936.96
Gessner, Cheryl K	\$ 5,965.88
Guthrie, Trisha K	\$ 3,880.74
Haug, Shane M	\$ 15,491.43
Klug, John M	\$ 11,053.04
Kolnes, Kimberly	\$ 3,233.20
Olson, Ashley	\$ 3,793.90
Roberts, Christine L	\$ 4,896.20
Sandusky, Caisee M	\$ 8,173.84
Schmidt, Denise	\$ 2,915.17
Sumlin, Robbie M	\$ 6,812.87
Sundbakken, Jason J	\$ 9,776.34
Totals for Department Police - Administration	
Total	\$ 100,821.89

Department: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 13,484.27
DeNovio, William	\$ 6,198.63
Dyke, Darren M	\$ 9,594.25
Guerton, Kristin	\$ 6,451.34
Hanks, Elijah	\$ 6,544.19
Heringer, Rebecca	\$ 4,660.66
Johnson, Charles S	\$ 10,866.57
Johnson, Greg W	\$ 8,207.42
Plessas, Dale J	\$ 10,491.74
Reis, Shawn	\$ 10,854.67
Roach, Andrew	\$ 7,513.00
Wheeling, Jill	\$ 3,610.49
Wilkerson, Roman	
Totals for Department Police - Investigations	
Total	\$ 98,477.23

Department: Police - Patrol	
Name	Gross Pay

Name	Gross Pay
Andrade, Memorie	\$ 7,522.22
Bach, Kolbe M	\$ 7,608.07
Bambenek, Jason L	\$ 7,339.34
Bartlett, Alec	\$ 5,966.68
Batteiger, Daniel W	
Berentson, Taylor	\$ 4,593.70
Black, Winston	\$ 2,090.00
Boswell, Jordan	\$ 5,695.39
Burghardt, Thomas	\$ 5,083.94
Burtch, Tyler R	\$ 5,030.65
Carter, Ronald	\$ 9,613.73
Casarez, Andres	\$ 7,858.93
Connole, Michael W	\$ 7,659.04
Gladback, Belinda	\$ 7,905.51
Gonzales, Daniel	\$ 5,992.64
Hall, Cullen	\$ 7,188.88
Harrington, Alexander D	\$ 6,522.84
Hathaway, Eric	\$ 5,173.28
Hess, Andrew M	\$ 5,676.79
Hugg, Anthony	\$ 6,120.60
Hunter, Mark	\$ 4,243.73
Jensen, Taylor A	\$ 12,311.37
Kiss, Sarah	\$ 5,738.81
Knutson, Zachary W	\$ 1,350.93
Labodda, Seth	\$ 5,740.24
Lakoduk, Ross Allen Macklin	\$ 7,548.13
Lovro, Mary Sanford	\$ 3,828.46
Luck, Jayden James	\$ 5,178.12
McLeod, Matthew T	\$ 8,430.14
Mehlhoff, Andrew K	\$ 12,394.57
Miller, Cody	
Miller, Gannon E	\$ 6,435.53
Myers, Zackery Colin	\$ 8,645.67
Neel, Tyler	\$ 1,594.47
Nielsen, Michael Anthony	\$ 4,528.88
Noyes, Joshua D	\$ 10,424.17
Olson, Jacob	\$ 8,417.61
Petersen, Carrie A	\$ 6,216.84
Pfeiffer, Peggy	\$ 4,512.41
Pollman, Dana	\$ 13,117.78
Presley, Jessica L	\$ 6,542.27
Roberts, Bobby R	\$ 4,865.67
Ruelle, Tyler J	\$ 16,180.38
Rynestad, Jersey	\$ 4,364.66
Schoenrock, Stephen J	\$ 7,495.51

Name	Gross Pay
Shaide, Kristian	\$ 6,193.53
Shaw, Jarred	\$ 7,523.85
Squyres, Heidi	\$ 2,501.33
Stebbleton, Tatum	\$ 4,645.75
Strandemo, Cole A	\$ 8,342.35
Suarez, Jonathan	\$ 4,322.94
Sullivan, Christian	\$ 5,163.86
Sundheim, Justin C	\$ 10,001.77
Washington, Anthony L	\$ 8,602.68
Watne, Mitchell R	
Wegner, Shawn P	\$ 8,798.18
Wheeler, Daniel B	\$ 7,548.42
Wilkes, Jordan R	\$ 5,115.36
Williams, Brian	\$ 7,740.47
Totals for Department Police - Patrol	
Total	\$ 377,249.07

Department: Property Maintenance	
Name	Gross Pay
Coughlin, Brent	\$ 3,777.18
Eichstadt, Jacob	\$ 4,860.32
Espe, Scott A	\$ 3,725.97
Heizelman, Grant L	\$ 6,296.28
Knatterud, Dena M	\$ 3,733.17
Randash, Shawn A	
Reinemann, Christopher Jones	\$ 3,259.84
Sickler, Kevin	\$ 8,798.18
Smith, Samuel Allen	\$ 3,626.70
West, Samantha M	\$ 3,379.88
Totals for Department Property Maintenance	
Total	\$ 41,457.52

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

Department: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 10,071.76

Name	Gross Pay
Jensen, Debra	\$ 3,641.12
Totals for Department Public Works - Administra	
Total	\$ 13,712.88

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 5,148.56
Hamel, Scott	\$ 7,617.28
Hammer, Reid	\$ 4,677.98
Ingold, Douglas A	\$ 4,739.52
Kraft, Joshua B	\$ 8,257.56
Lakoduk, Daltyn J	\$ 5,293.47
Marten, Harold L	\$ 4,454.04
Oange, Zephaniah N	\$ 4,775.20
Reynolds, Nicholas R	\$ 8,854.56
Shurtleff, Michael J	\$ 4,155.28
Simonson, Christopher A	\$ 5,009.09
Totals for Department Sanitation	
Total	\$ 62,982.54

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 3,641.15
Boyd, Samuel C	
Brevik, Dax	\$ 4,776.85
Cimino, Robert Paul	\$ 4,216.02
Keller, Eric J	\$ 14,630.92
Kuglin, Troy D	\$ 5,144.64
LaValley, Christopher	\$ 3,381.37
Marmon, Shannon L	\$ 5,731.89
Olstad, Karlain L	\$ 3,557.86
Sloboden, Timothy J	\$ 6,780.02
Totals for Department Sewer Pumping	
Total	\$ 51,860.72

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	\$ 3,177.52
Espe, Mark W	\$ 6,711.27
Heizelman, Dean A	\$ 4,065.98
Herslip, Christopher C	\$ 3,920.18
Hogencamp, Matthew	\$ 4,036.79
Iglesias, Adrian	\$ 4,958.06

Name	Gross Pay
Johnson, Colby	\$ 3,139.54
Kueffler, Alexander	\$ 3,961.26
Rockwell, Nicholas paul	\$ 3,218.45
VanSickle, Edward	\$ 3,177.51
Totals for Department Storm-Sewer	
Total	\$ 40,366.56

Department: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 3,488.00
Archer, Ronald Patrick	\$ 3,107.92
Braaten, Kevin A	\$ 8,640.85
Choquette, Marc F	\$ 5,758.37
Ciccarelli, Robert S	\$ 5,528.24
Edwards, Nicholas S	\$ 4,129.69
Fredericksen, Brandon L	\$ 6,123.83
Funke, Danny J	\$ 345.40
Grant, Zachary L	\$ 7,488.23
Grondin, Joseph D	
Gruse, Richard	\$ 3,434.10
Harvey, Dale A	\$ 6,119.06
Herzog, Rodney	\$ 3,821.54
Huntzinger, Brian D	\$ 5,640.09
Lower, Robert	\$ 4,373.50
Mackay, Brooke	\$ 4,115.26
Monk, Harry	\$ 3,693.04
Monley, Lucus	\$ 4,969.61
Neuhalfen, Scott J	\$ 4,156.61
Opperde, Darin B	\$ 3,817.69
Oswalt, Matthew	\$ 3,927.84
Patterson Jr., Rex	
Poole, Kellen	
Rutherford, Robert Hart	\$ 3,991.80
Sanchez, David L	\$ 4,215.37
Scofield, Garrett D	\$ 6,391.01
Skinner, Lehmann	\$ 5,301.49
Sloboden, Jacob	\$ 3,994.29
Torres, Diego Enrique	\$ 3,464.53
Vind, Roger T	\$ 6,369.82
Votava, Jon Jared	\$ 1,655.46
Wood, Justin G	\$ 5,528.27
Totals for Department Street Department	
Total	\$ 133,590.91

Department: Traffic	
Name	Gross Pay
Behrens, Jeffrey W	\$ 5,909.89
Bieger, Michael	\$ 3,662.36
Degenstein, Joseph	\$ 4,734.12
Derr, Nathan P	\$ 4,438.36
Joersz, Stephen	\$ 9,138.34
Rodman, David F	\$ 6,787.42
Steen, Jeffery	\$ 1,798.00
Totals for Department Traffic	
Total	\$ 36,468.49

Department: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	\$ 1,336.90
Billings, Douglas E	\$ 3,666.85
Cooper, Dean	\$ 1,774.39
Cutaiar, Joseph	\$ 6,388.24
Evano, Amber Renee	\$ 3,304.92
Hochsprung, Kory	\$ 4,254.86
Horinka, Brian L	\$ 9,596.06
Newbury, Tina M	\$ 4,295.41
Olson, Sheri	\$ 3,391.44
Robinson, Nicole	\$ 3,612.21
Schalesky, Marty	\$ 3,370.78
Shekleton, Michael	\$ 4,252.49
Stacy, Brent Allen	\$ 3,146.10
Totals for Department Transit/Bus	
Total	\$ 52,390.65

Department: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 4,221.87
Dutenhafer, Miranda S	\$ 5,144.64
Grilley, Jamie N	\$ 3,465.28
Totals for Department Utility Billing	
Total	\$ 12,831.79

Department: Water Distribution	
Name	Gross Pay
Bergrude, Carson	\$ 3,437.96
Bourdage, Brenden Joseph	\$ 3,233.41

Name	Gross Pay
Brandt, Kelly G	\$ 3,898.11
Burckhard, Terry	\$ 3,243.38
Burnley, Cory	\$ 3,381.37
Christianson, Kurt A	\$ 5,412.01
Erhardt, Garrett	\$ 3,248.46
Feller, Taylor Rae	\$ 3,218.44
Finken, Chad G	\$ 2,277.57
Gable, Joseph shane	
Higgins, Damion Joseph	\$ 3,233.40
Hudson, Kasey L	\$ 5,242.54
Kelly, Kevin J	\$ 5,597.94
Knoop, Scot M	\$ 5,144.64
Lockyer, Cody M	\$ 5,033.30
Racine, Riley	\$ 3,248.38
Randash, Brian K	\$ 6,711.88
Reisenauer, Rick	\$ 4,331.57
Reynolds, John E	\$ 12,916.96
Rieke, Dustin B	\$ 5,725.70
Robinson, Derek	\$ 4,851.02
Westergaard, Steve B	\$ 6,367.94
Wiggins, Kaitlynn	\$ 3,602.01
Totals for Department Water Distribution	
Total	\$ 103,357.99

Department: Water Treatment Plant	
Name	Gross Pay
Andrysiak, Richard J	\$ 4,776.86
Dinsmoore, Marissa R	\$ 4,123.11
Fjeld, Debra A	\$ 1,076.80
Haider, Mark A	\$ 5,562.77
Hall, Steven M	\$ 1,281.43
Herd, Peter J	\$ 3,749.76
Kopp, Timothy J	\$ 5,285.45
Lopez, Ryan	\$ 4,130.50
Paddock, Mark A	\$ 8,455.82
Parton, Janet L	\$ 5,288.28
Pederson, Robert A	\$ 5,977.21
Reimche, Keith R	\$ 5,706.06
Renaud, Zachery John	\$ 3,755.04
Rensland, Brandon T	\$ 5,442.84
Seifert, Justin R	\$ 7,189.44
Solberg, Stuart	\$ 204.50
Totals for Department Water Treatment Plant	
Total	\$ 72,005.87

Grand Totals

Total	\$ 2,670,791.25
-------	-----------------

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
11/27/2024	FSA1124	100006411	EMPOWER TRUST COMPANY, LLC		VOID AFTER UPDATE 12/05/2024	\$0.00	\$4,643.40
	UNUM1124	100006410	PROVIDENT LIFE & ACC INS CO		November 2024 Provident Life	\$363.08	\$0.00
	WIRE_001	100006413	WEX HEALTH, INC		November 2024 Discovery Benefi	\$4,643.40	\$0.00
11/29/2024	PM112924	100006418	MINOT PARK DISTRICT		Park Mass 11.29.2024	\$1,413.74	\$0.00
	UNUM1124	100006419	UNUM LIFE INSURANCE		POLICY #0098723 0014 (NOVEMBER	\$4,751.85	\$0.00
12/05/2024	JO120524	303144	1 CALL SEPTIC SERVICES, INC.		Recycling Transport x 4 Trips	\$9,796.16	\$0.00
	JO120524	303145	3D SPECIALTIES, INC		Traffic Control for Stop Log	\$1,100.00	\$0.00
	JO120524	303146	ACKERMAN ESTVOLD		4620 - DOWNTOWN MINOT WAYFINDI	\$27,642.39	\$0.00
	JO120524	303147	ACME RENTS		Milwaukee M16 Fuel Impact	\$527.12	\$0.00
	JO120524	303148	ACME TOOLS		Artic Blaster Thawing Device	\$5,781.29	\$0.00
	JO120524	303149	ADVANCED BUSINESS METHODS		2023-2028 COPIER AGREEMENT	\$1,247.45	\$0.00
	JO120524	303150	AMAZON		CYLINDER PISTON KIT 49MM	\$126.09	\$0.00
	JO120524	303151	AMERICAN WELDING & GAS, INC.		Carbon Dioxide	\$10,505.15	\$0.00
	JO120524	303152	APH/AUTO VALUE		001; CABIN AIR FILTER	\$503.99	\$0.00
	JO120524	303153	ARROWHEAD ACE		Snowblower	\$1,999.00	\$0.00
	JO120524	303154	HARDWARE BAKER & TAYLOR		Books	\$3,819.39	\$0.00
	JO120524	303155	BECHTOLD PAVING		39.62 Tons Hot Mix Asphalt	\$105,658.84	\$0.00
	JO120524	303156	BIBLIOTHECA, LLC		RFID Workstation & Freight	\$1,194.00	\$0.00
	JO120524	303157	BLUESTONE CONSTRUCTION, INC.		AVFLIGHT PARKING LOT REPAIRS	\$30,802.25	\$0.00
	JO120524	303158	BOLTON & MENK, INC		CDMPO 2050 Metropolitan Transn	\$54,889.42	\$0.00
	JO120524	303160	BORDER STATES INDUSTRIES, INC.		24 Volt Power Supplies	\$286.71	\$0.00
	JO120524	303161	BUTLER MACHINERY CO.		(8)"X7/8" Thick Cutting Edges	\$3,875.50	\$0.00
	JO120524	303162	CARAHSOFT TECHNOLOGY CORPORATION		SALESFORCE Quote#51358964, Con	\$711.26	\$0.00
	JO120524	303233	CITY OF MINOT		Adam Thorpe Restitution MI-202	\$50.00	\$0.00
	JO120524	303163	CLARK HILL PLC		LEGAL SERVICES FOR OCTOBER 202	\$51,924.24	\$0.00
	JO120524	303164	COMPUTER STORE		Electronic Door Lock Repair	\$120.00	\$0.00
	JO120524	303228	CREA		Booth Space for Minot Area Car	\$200.00	\$0.00
	JO120524	303165	CROSSCOUNTRY FREIGHT SOLUTIONS, INC		Environmental Toxicity control	\$139.86	\$0.00
	JO120524	303166	DACOTAH PAPER CO.		SNOW MELT	\$135.60	\$0.00
	JO120524	303167	DAKOTA FENCE		Fence/gate repair Roosevelt li	\$925.00	\$0.00
	JO120524	303168	DAKOTA FLUID POWER, INC.		Hose repair	\$1,644.31	\$0.00
	JO120524	303169	DAKOTALAND AUTOGLASS		WINDSHIELD; WINDSHIELD CHIP RE	\$50.00	\$0.00
	JO120524	303170	DECOMM VENTURES, LP		MOT TASK ORDER #2 - AIR SERVIC	\$8,051.41	\$0.00
	JO120524	303171	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees for Novembe	\$1,198.38	\$0.00
	JO120524	303172	EAPC		DOWNTOWN TRANSIT TRANSFER FACI	\$6,115.91	\$0.00
	JO120524	303173	ECOLAB PEST ELIMINATION DIVISION		Pest Control - Water/Wastewate	\$98.74	\$0.00
	JO120524	303174	ELDORADO NATIONAL - CALIFORNIA		AIR BAG; ELDORADO REAR AIR BAG	\$620.92	\$0.00
	JO120524	303175	ELECTRIC PUMP		Repair kits and spare parts fo	\$15,744.51	\$0.00
	JO120524	303176	EMPLOYEE ONE TIME PAY	Damion Higgins	CDL Reimbursement- Damion Hign	\$5.00	\$0.00
	JO120524	303177	EMPLOYEE ONE TIME PAY	Jacob Filkins	Tuition Reimbursement US Gover	\$729.00	\$0.00

JO120524	303178	EMPLOYEE ONE TIME	Jeanne Stein	Occupancy Tax Audits- Jeanne S	\$25.06	\$0.00
JO120524	303179	PAY ENERBASE		RESET LP TANK LAND FILL 150 Un	\$16,645.86	\$0.00
JO120524	303180	ESO SOLUTIONS, FH		Emergency Reporting Software S	\$7,537.00	\$0.00
JO120524	303181	SOFTWARE FACTORY MOTOR		004; WIPER WW*2601*PF FITS	\$2,432.12	\$0.00
JO120524	303183	PARTS FERGUSON		TAU control board for boiler exhau	\$206.31	\$0.00
JO120524	303184	ENTERPRISES, INC. FIRST DISTRICT		FIRST DISTRICT HEALTH UNIT SER	\$26,500.00	\$0.00
JO120524	303185	HEALTH UNIT FIRST INTERNATIONAL		Fire Union Due's	\$737.00	\$0.00
		BANK & TRUST				
JO120524	303186	FLEETMIND		FleetMind System for ASL Truck	\$870.24	\$0.00
JO120524	303187	SOLUTIONS, INC. FLEXIBLE PIPE TOOLS		hose swivel	\$491.30	\$0.00
JO120524	303188	& EQUIPMENT FORCE AMERICA		MOTOR; HYDRAULIC SPINNER	\$3,370.82	\$0.00
JO120524	303189	G & P COMMERCIAL		MOTOR Custodial Materials	\$286.48	\$0.00
JO120524	303190	SALES GALE		Account 155626 Credit	\$0.82	\$0.00
JO120524	303205	GENERAL EQUIPMENT		ISOLATION SWITCH	\$113.79	\$0.00
JO120524	303191	GENERAL ONE TIME	BC/BS	Sharla Cordova Restitution MI-	\$12.36	\$0.00
		PAY				
JO120524	303192	GENERAL ONE TIME	Jade R. Carson	Christopher Bean Restitution M	\$75.00	\$0.00
		PAY				
JO120524	303193	GENERAL ONE TIME	Jameson P. Lesmann	Michael Odendaal Restitution M	\$13.44	\$0.00
		PAY				
JO120524	303194	GENERAL ONE TIME	Kaitlyn Holman	Leequan Ashford Restitution MI	\$10.00	\$0.00
		PAY				
JO120524	303195	GENERAL ONE TIME	Key Bliss Boutique	Ashlee Wegley Restitution MI-2	\$120.90	\$0.00
		PAY				
JO120524	303196	GENERAL ONE TIME	Loaf N' Jug	Waylon Thomas Restitution MI-2	\$1.99	\$0.00
		PAY				
JO120524	303197	GENERAL ONE TIME	Italo B Camacho	Jerica Moore Restitution MI-20	\$25.00	\$0.00
		PAY				
JO120524	303198	GENERAL ONE TIME	Marketplace Foods	Jonathan Sather Restitution MI	\$25.00	\$0.00
		PAY				
JO120524	303199	GENERAL ONE TIME	Michaela Young	Richard Graham Restitution MI-	\$100.00	\$0.00
		PAY				
JO120524	303200	GENERAL ONE TIME	North Dakota Child Support	Shari Rodgers Restitution MI-2	\$250.00	\$0.00
		PAY				
JO120524	303201	GENERAL ONE TIME	Peter Bears	Luke Schafer Restitution MI-20	\$25.00	\$0.00
		PAY				
JO120524	303202	GENERAL ONE TIME	Safari Fuels	Michael Odendaal Restitution M	\$11.56	\$0.00
		PAY				
JO120524	303203	GENERAL ONE TIME	Teresa Hunt	Alexander Pittenger Restitutio	\$25.00	\$0.00
		PAY				
JO120524	303204	GENERAL ONE TIME	Wal-Mart	Karitta Phillip Restitution MI	\$5.00	\$0.00
		PAY				
JO120524	303206	GENERAL TRADING		009; 3/4 X 16 JIC 37* SWIVEL F	\$1,248.74	\$0.00
JO120524	303207	GERDAU RECYCLING		4 X 8 X 10 GA HR SHEET	\$269.76	\$0.00
JO120524	303208	GOETTLE LAW, PLLC		December 2024 Retainer	\$3,500.00	\$0.00
JO120524	303209	GRANITE SPRINGS CO.		Drinking water	\$105.00	\$0.00
JO120524	303210	GRAYBAR		LIGHT BULBS	\$277.80	\$0.00
JO120524	303211	GRAYMONT WESTERN		Lime	\$58,973.85	\$0.00
		US INC.				
JO120524	303212	GREYSTONE		4830 - SALT STORAGE BUILDING	\$61,974.00	\$0.00
		CONSTRUCTION				
		COMPANY				
JO120524	303213	H.A. THOMPSON &		HVAC Maintenance agreement	\$3,985.00	\$0.00
		SONS, INC.				
JO120524	303214	HAWKINS, INC.		Calcium Nitrate	\$17,029.16	\$0.00
JO120524	303215	HENDERSON		013; 1.25X5" USABLE LENGTH PIN	\$68.16	\$0.00
		PRODUCTS INC.				
JO120524	303216	INTERNATIONAL CITY		City manager pension	\$651.47	\$0.00
		MANAGEMENT				
		ASSOCIATION DET				
JO120524	303217	JAMESTOWN		Siren #1018 Repairs	\$1,248.00	\$0.00
		COMMUNICATIONS				
JO120524	303218	KELLER PAVING AND		4805 - 2024 STREET PATCHING	\$70,797.39	\$0.00
		LANDSCAPING				

JO120524	303219	LOCATORS & SUPPLIES		18 Pairs Gloves XL	\$935.51	\$0.00
JO120524	303220	M&T FIRE AND		Structure Turnout Gear	\$18,093.00	\$0.00
JO120524	303221	SAFETY. INC. MAD DOG		100.32 Tons Salt	\$10,684.09	\$0.00
JO120524	303222	BROKERAGE INC MAIN ELECTRIC		ADDITIONAL HEAT IN RENTAL	\$271,340.20	\$0.00
JO120524	303223	CONSTRUCTION MARCO, INC.		CARE Marco Copier Maintenance INV 1	\$211.75	\$0.00
JO120524	303224	MASIMO AMERICAS, INC.		Pulse Oximeters for New Truck	\$698.00	\$0.00
JO120524	303249	MAXWELL PATZNER		Children's Library Murals	\$2,500.00	\$0.00
JO120524	303225	MENARDS		XMAS DECOR FOR TERMINAL	\$43.95	\$0.00
JO120524	303226	METROHM USA, INC.		Aquatrode Plus Pt1000 F/2 mm	\$964.69	\$0.00
JO120524	303227	MIDWEST TAPE		Children's Movies	\$32.98	\$0.00
JO120524	303229	MINOT AUTO		WINDOW HANDLE	\$1,850.60	\$0.00
JO120524	303230	MINOT EMPLOYEE		Minot Employee Donations	\$806.64	\$0.00
JO120524	303231	DONATIONS MINOT PARK DISTRICT		November 2024 State Aid paid t	\$68,874.66	\$0.00
JO120524	303232	MINOT RURAL FIRE		Propane for Training Grounds	\$208.60	\$0.00
JO120524	303234	DEPT MOORE ENGINEERING, INC.		4667- Edison SRTS Engineering	\$8,190.32	\$0.00
JO120524	303235	MOWBRAY & SONS		For job in October 8, 2024. Je	\$448.00	\$0.00
JO120524	303236	NAPA AUTO PARTS		001; AIR FILTER PRI	\$4,389.01	\$0.00
JO120524	303237	NATIONAL SAFETY		Winter Coat - Berentson	\$580.00	\$0.00
JO120524	303238	APPAREL ND DEPT OF		4667 - EDISON SRTS TAU-4-989 (	\$2,644.73	\$0.00
JO120524	303239	TRANSPORTATION ND DEPT OF WATER		NOV 2024 WATER FROM NAWS	\$59,363.92	\$0.00
JO120524	303240	RESOURCES ND SAFETY COUNCIL, INC.		NDSC Defensive Driving Materia	\$1,411.03	\$0.00
JO120524	303241	NORTH COUNTRY		Uniform for Ben - wind breaker	\$61.98	\$0.00
JO120524	303242	SPORTSWEAR NORTHWEST TIRE		NOKIAN ONE 100H	\$15,301.96	\$0.00
JO120524	303243	AND RETREAD O'REILLY AUTO PARTS		CLEANER; BRAKE CLEAN	\$120.24	\$0.00
JO120524	303244	OLSON'S TOWING		TOW TO SHOP	\$936.25	\$0.00
JO120524	303245	ONE CALL CONCEPTS, INC.		November OneCall tickets for T	\$1,009.55	\$0.00
JO120524	303246	OVERHEAD DOOR CO. OF MINOT		SRE West garage door repair	\$295.00	\$0.00
JO120524	303247	PAM'S UPHOLSTERY		SEAT REUPHOLTERY	\$1,172.50	\$0.00
JO120524	303182	PARKLAND USA CORPORATION		GEAR OIL; SHC630 GEAR LUBE	\$25,540.40	\$0.00
JO120524	303248	PATRIOT FIRE & SAFETY INC		Door Sensors for E-1 Trucks	\$1,853.34	\$0.00
JO120524	303265	PHIL SCHULTZ		BOOKKEEPING INVOICE - NOVEMBER	\$400.00	\$0.00
JO120524	303250	POST CONSTRUCTION COMPANY		Contract Withholding: 300699	\$336,619.67	\$0.00
JO120524	303251	PRAIRIE ENGINEERING, P.C.		4782- Consultant Engineering S	\$2,400.00	\$0.00
JO120524	303252	PRAIRIE SUPPLY		WIRE 44# .035 L56 FIBERSPOOL	\$891.00	\$0.00
JO120524	303253	PREMIER SNOW & ICE MANAGEMENT. LLC		Carbide cutting edges	\$4,106.40	\$0.00
JO120524	303254	PROCOLLECT		Collection Fees	\$65.00	\$0.00
JO120524	303255	PROTECH		Monthly fire alarm fee Broadwa	\$100.00	\$0.00
JO120524	303256	INTEGRATIONS. LLC PURE POWERSPORTS		HONDA ENGINE GX340	\$985.99	\$0.00
JO120524	303257	RAFTELIS FINANCIAL CONSULTANTS, INC		W/ELECTIRC PROCESS INNOVATION AND	\$5,000.00	\$0.00
JO120524	303258	RDO EQUIPMENT		IMPROVE 002; UPPER CAB FLOOD LIGHTS	\$2,261.56	\$0.00
JO120524	303259	REFUND ONE TIME PAY	EGGEN, GENE	AF UB 58468 3406 15TH	\$85.94	\$0.00
JO120524	303260	REFUND ONE TIME PAY	KURRY, LONNY	UB 4452 833 UNIVERSITY	\$10.00	\$0.00
JO120524	303261	ROLAC CONTRACTING		4741-TRANSIT TRANSFER CENTER	\$65,634.80	\$0.00

	JO120524	303262	ROLLKALL	Subscription to RollKall	\$16.00	\$0.00
	JO120524	303263	TECHNOLOGIES LLC	AIR TANK STRAPS	\$58.42	\$0.00
	JO120524	303264	RYAN GMC	PROGRAM UNIT	\$1,959.22	\$0.00
			SANITATION			
			PRODUCTS			
	JO120524	303266	SIGN SOLUTIONS USA	Transit No Parking Signs	\$150.73	\$0.00
	JO120524	303267	SIGNS TODAY	012; LETTER-2"	\$75.00	\$0.00
	JO120524	303268	SMART PLANET	Fleetpaths monthly billing	\$539.73	\$0.00
			SOFTWARE. LLC			
	JO120524	303269	SOLTIS BUSINESS	Safety vests	\$337.57	\$0.00
			FORMS CO.			
	JO120524	303270	SOURIS BASIN	SBPC SERVICE AGREEMENT 2024	\$1,672.00	\$0.00
			PLANNING COUNCIL			
	JO120524	303271	SOURIS RIVER JOINT	SRJB- Dwyer portion of Mouse R	\$630.44	\$0.00
			WATER RESOURCE			
	JO120524	303272	SOURIS VALLEY READY	Blocks for push walls in trans	\$1,100.00	\$0.00
			MIX. LLC			
	JO120524	303273	SPX TECHNOLOGIES,	2025 genfare yearly maintenanc	\$7,015.06	\$0.00
			INC.			
	JO120524	303274	SWANSTON	008; LEASED BOBCAT ANTIFREEZE	\$2,637.80	\$0.00
			EQUIPMENT			
			COMPANIES			
	JO120524	303159	TED BOLTON	GOLDEN CORNER PARKING LOT	\$587.50	\$0.00
				MAIN		
	JO120524	303275	THOMSON REUTERS-	November 2024 services	\$387.00	\$0.00
			WEST PAYMENT			
			CENTER			
	JO120524	303276	UNIFORM CENTER	Police badges	\$1,020.00	\$0.00
	JO120524	303277	UNITED MAILING	POSTAGE/SHIPPING	\$191.98	\$0.00
			SERVICE			
	JO120524	303278	VERIZON CONNECT	Monthly GPS Units fee November	\$665.50	\$0.00
			NWF. INC.			
	JO120524	303279	VESSCO, INC.	Dezurik parts	\$1,896.12	\$0.00
	JO120524	303280	VISIT MINOT	November 2024 Motor Vehicle Ta	\$98,265.06	\$0.00
	JO120524	303281	WAGNER	WETLAND MITIGATION	\$2,167,445.61	\$0.00
			CONSTRUCTION	CONSTRUCTIO		
	JO120524	303282	WALLWORK TRUCK	VALVE ASSY; BRAKE VALVE	\$377.92	\$0.00
			CENTER MINOT			
	JO120524	303283	WARD COUNTY	September 2024 Inmate Invoice	\$7,675.00	\$0.00
			AUDITOR			
	JO120524	303284	WARD COUNTY	Warranty deed recording fee	\$20.00	\$0.00
			RECORDER			
	JO120524	303285	WEST RIVER STRIPING	Pavement Marking Revisions - S	\$8,225.25	\$0.00
			COMPANY			
	JO120524	303286	WESTLIE FORD	016; REAR SHOCK	\$993.32	\$0.00
	JO120524	303287	WESTLIE TRUCK	--; CORE	\$8,667.03	\$0.00
			CENTER			
	JO120524	303288	ZOOBEAN, INC	Beanstack Plus 11/13/24 - 11/1	\$1,497.75	\$0.00
12/06/2024	DC120624	100006414	ND PUBLIC	Def Comp 12.06.2024	\$15,777.21	\$0.00
			EMPLOYEES			
			RETIREMENT SYSTEM			
12/09/2024	EM120624	100006412	EMPOWER TRUST	Empower Retirement 12/06/2024	\$30,001.70	\$0.00
			COMPANY. LLC			
12/11/2024	UNUM1124	100006416	UNUM LIFE	FMLA 11302024	\$907.10	\$0.00
			INSURANCE			
12/12/2024	BW121224	151	BANK OF NORTH	MAGIC Fund - Business Accelera	\$24,840.25	\$0.00
			DAKOTA			
	BW121224	152	BANK OF NORTH	MAGIC Fund - Business Accelera	\$21,866.52	\$0.00
			DAKOTA			
12/13/2024	PM121324	100006456	MINOT PARK DISTRICT	Park Mass 12.13.2024	\$1,021.31	\$0.00
12/18/2024	JO121824	303289	MAIN ELECTRIC	VOID AFTER UPDATE 12/18/2024	\$0.00	\$284,442.02
			CONSTRUCTION			
	JO1224-	303290	MAIN ELECTRIC	VOID AFTER UPDATE 12/18/2024	\$0.00	\$284,442.02
			CONSTRUCTION			
	JO1218*	303291	MAIN ELECTRIC	4809 - 2024 SIGNAL	\$284,442.02	\$0.00
			CONSTRUCTION	IMPROVEMENT		
	BW121824	153	SOURIS BASIN	SBPC BUSINESS ACCELERATOR	\$80,433.25	\$0.00
			PLANNING COUNCIL	FUND		
	BW121824	154	SOURIS BASIN	SBPC BUSINESS ACCELERATOR	\$5,078.88	\$0.00
			PLANNING COUNCIL	FUND		
12/20/2024	JV122024	303292	48 NORTH CONCRETE	CITY SHOP CONCRETE	\$16,897.98	\$0.00
			CONSTRUCTION INC.			
	JV122024	303293	AGNES BLUE	RC-1053 Rental Assistance	\$1,554.50	\$0.00

JV122024	303294	AIDEN WELLS &		RC-1082 Rental Assistance	\$849.83	\$0.00
JV122024	303295	MICHELLE FIELDAHL		LODGING TAXES COLLECTED	\$27,512.59	\$0.00
JV122024	303296	ALL SEASON ARENA		RC-2024 Rental Assistance	\$2,384.55	\$0.00
		AMANDA SOMERVILLE				
		& BRENDEN				
JV122024	303297	MCCLOUD		DOUBLE WHEEL 24V BLOWER	\$570.30	\$0.00
		AMAZON		MOTOR		
JV122024	303298	AMBER PERRY &		RC-1032 Rental Assistance	\$294.00	\$0.00
		NICHOLAS FLOWERS				
JV122024	303299	AMBER PITTS		RC-1045 Rental Assistance	\$210.00	\$0.00
JV122024	303300	AMERICAN WELDING		Carbon Dioxide	\$4,569.50	\$0.00
		& GAS. INC.				
JV122024	303301	APPLE BOOKS, LLC		Children's Books	\$1,517.76	\$0.00
JV122024	303302	BAKER & TAYLOR		Books	\$4,061.72	\$0.00
		BOOKS				
JV122024	303303	BALCO UNIFORM		Patrol Gloves	\$508.36	\$0.00
		COMPANY. INC.				
JV122024	303403	BERVEN INDUSTRIES,		Airfield solid deicer	\$2,739.64	\$0.00
		LLC				
JV122024	303304	BOOK SYSTEMS, INC.		Atrium & OPAC Renewal for 202	\$2,019.00	\$0.00
JV122024	303305	BORDER STATES		green strobe light for sluice	\$146.77	\$0.00
		INDUSTRIES. INC.				
JV122024	303306	BRITTINI MADSEN &		RC-1023 Rental Assistance	\$1,019.45	\$0.00
		LUCKY MADSEN JR.				
JV122024	303307	BUTLER MACHINERY		THERMOSTAT;	\$488.84	\$0.00
		CO.				
JV122024	303308	CDM SMITH		CDM SMITH CONTRACT - NDR	\$132,207.25	\$0.00
JV122024	303309	CDW GOVERNMENT,		Epson TM S9000ii Receipt Print	\$1,158.53	\$0.00
		INC.				
JV122024	303396	CITY OF MINOT		Adam Thorpe Restitution MI-202	\$62.00	\$0.00
JV122024	303310	CLEAN HARBORS ENV.		Disposal Fees for Excess Latex	\$1,587.71	\$0.00
		SERVICES				
JV122024	303311	CURALINC, LLC		Critical Incident Services for	\$1,350.00	\$0.00
JV122024	303312	DACOTAH PAPER CO.		CLEANING SUPPLIES	\$980.11	\$0.00
JV122024	303313	DAKOTA FLUID		009; 3/4 FP- 3/4 FP HEXAGON CO	\$4,429.96	\$0.00
		POWER. INC.				
JV122024	303314	DAN PASIVE &		RC-1070 Rental Assistance	\$193.33	\$0.00
		MADISON MCCLOUD				
JV122024	303315	DECOMM VENTURES,		MOT TASK ORDER #2 - AIR	\$2,400.00	\$0.00
		LP		SERVIC		
JV122024	303317	EATON CORPORATION		Eaton 9355 UPS - HW Maint 1/1/	\$5,461.55	\$0.00
JV122024	303318	ECOLAB PEST		Ecolab Services	\$1,802.05	\$0.00
		ELIMINATION				
JV122024	303319	DIVISION				
JV122024	303319	ELECTRIC PUMP		Sewer Pump Repair	\$77,985.00	\$0.00
JV122024	303320	EMPLOYEE ONE TIME	Ashley E. Beall	Annual Law License Fee - 2025	\$395.20	\$0.00
		PAY				
JV122024	303321	EMPLOYEE ONE TIME	Brittany Shefstad	GFOA Preparing an ACFR- Britta	\$309.60	\$0.00
		PAY				
JV122024	303322	EMPLOYEE ONE TIME	Daniel Gonzales	Intox Training- Daniel Gonzale	\$108.80	\$0.00
		PAY				
JV122024	303323	EMPLOYEE ONE TIME	David Lakefield	GFOA Budget Analysis Conferenc	\$377.80	\$0.00
		PAY				
JV122024	303324	EMPLOYEE ONE TIME	David Lakefield	NDLC Legislative Meeting- Davi	\$174.50	\$0.00
		PAY				
JV122024	303325	EMPLOYEE ONE TIME	Jenna Zelinski	GFOA Preparing an ACFR- Jenna	\$309.60	\$0.00
		PAY				
JV122024	303326	EMPLOYEE ONE TIME	John Parsons	Training Materials and Supplie	\$66.95	\$0.00
		PAY				
JV122024	303327	EMPLOYEE ONE TIME	Jordan Boswell	Intox Training- Jordan Boswell	\$108.80	\$0.00
		PAY				
JV122024	303328	EMPLOYEE ONE TIME	Krystle Foster	Deposit to City Hall - Nov 202	\$62.65	\$0.00
		PAY				
JV122024	303329	EMPLOYEE ONE TIME	Melissa Anderson	Deposit to City Hall - Nov 202	\$28.82	\$0.00
		PAY				
JV122024	303330	EMPLOYEE ONE TIME	Pam Carswell	Teen Librarian Mileage 2024- P	\$161.65	\$0.00
		PAY				
JV122024	303331	EMPLOYEE ONE TIME	Rondel Roteliuk	Mileage Reimbursement - City H	\$18.76	\$0.00
		PAY				
JV122024	303332	EMPLOYEE ONE TIME	Rondel Roteliuk	Mileage Reimbursement - City H	\$58.29	\$0.00
		PAY				
JV122024	303333	EMPLOYEE ONE TIME	Rondel Roteliuk	Mileage Reimbursement - City H	\$24.79	\$0.00
		PAY				

JV122024	303334	ENERBASE		Fuel 18.942	\$36,892.54	\$0.00
JV122024	303335	FACTORY MOTOR PARTS		001; AIR FILTER P621097	\$809.09	\$0.00
JV122024	303337	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$737.00	\$0.00
JV122024	303338	FIRST WESTERN INSURANCE		Invoices from 11/1/2024 Statem	\$8,002.28	\$0.00
JV122024	303339	FLASHPARKING, INC		MONTHLY FEE FOR PARKING TECHNO	\$3,407.70	\$0.00
JV122024	303340	FLEETMIND SOLUTIONS, INC.		December Fleetmind Software Ag	\$2,252.51	\$0.00
JV122024	303341	FRONTLINE PUBLIC SAFETY SOLUTIONS		Frontline Training Tracker Sof	\$4,051.69	\$0.00
JV122024	303342	GALLS, LLC		Pants for Cadets	\$380.65	\$0.00
JV122024	303343	GEFROH ELECTRIC		AIRFIELD ELECTRICAL VAULT EQUI	\$192,623.33	\$0.00
JV122024	303344	GENERAL ONE TIME PAY	Boot Barn	Dawn Vivier Restitution MI-202	\$50.00	\$0.00
JV122024	303345	GENERAL ONE TIME PAY	Dept Of Highway Safety And Motor Services	Kiowa Polson-Hanlon (DUS) MI-2	\$10.00	\$0.00
JV122024	303346	GENERAL ONE TIME PAY	Jameson P. Lesmann	Michael Odendaal Restitution M	\$25.00	\$0.00
JV122024	303347	GENERAL ONE TIME PAY	Joan L. Mattson	LaPere Francis Restitution MI-	\$100.00	\$0.00
JV122024	303348	GENERAL ONE TIME PAY	Lavaun Mackey	Asher Culver Restitution MI-20	\$5.00	\$0.00
JV122024	303349	GENERAL ONE TIME PAY	Menards	Jimmy Note Restitution MI-2022	\$20.00	\$0.00
JV122024	303350	GENERAL ONE TIME PAY	North Dakota Child Support	Vincent M Anderson Restitution	\$20.00	\$0.00
JV122024	303351	GENERAL ONE TIME PAY	North Dakota Child Support	Mylin Wicker Restitution MI-20	\$250.00	\$0.00
JV122024	303352	GENERAL ONE TIME PAY	North Dakota Child Support	James Abrahamson Restitution M	\$70.00	\$0.00
JV122024	303353	GENERAL ONE TIME PAY	On the Run	Ann Marie Swaim Restitution MI	\$3.49	\$0.00
JV122024	303354	GENERAL ONE TIME PAY	Patrick Schroeder	Shaila Soiseth Restitution MI-	\$25.00	\$0.00
JV122024	303355	GENERAL ONE TIME PAY	Rodney B. Neuhalfen	Justin Hoiland Restitution MI-	\$50.00	\$0.00
JV122024	303356	GENERAL ONE TIME PAY	Sarah Brien	Ashlee Morris Restitution MI-2	\$300.00	\$0.00
JV122024	303357	GENERAL ONE TIME PAY	Sierra Inn	Kevin Conti Restitution MI-201	\$374.97	\$0.00
JV122024	303358	GENERAL ONE TIME PAY	Superpumper	Terrell Steen Restitution MI-2	\$23.94	\$0.00
JV122024	303359	GENERAL ONE TIME PAY	Teresa Hunt	Alexander Pittenger Restitutio	\$25.00	\$0.00
JV122024	303360	GENERAL ONE TIME PAY	U.S. Postal Service	Logan Cassell Restitution MI-2	\$50.00	\$0.00
JV122024	303361	GENERAL ONE TIME PAY	Walmart	Jesse Rodriguez Restitution MI	\$50.00	\$0.00
JV122024	303362	GENERAL ONE TIME PAY	Zachary Lynn Fedorenko	Ian Morin Restitution MI-2020-	\$100.00	\$0.00
JV122024	303363	GENERAL TRADING		PAD; SCOTCH BRITE SCUFF PAD	\$70.73	\$0.00
JV122024	303364	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$791.22	\$0.00
JV122024	303365	GRANITE SPRINGS CO.		Distilled water for the lab	\$194.95	\$0.00
JV122024	303366	GRAPHICS LETTERING & TRIM		New Truck Numbers	\$2,500.00	\$0.00
JV122024	303367	GREYSTONE CONSTRUCTION COMPANY		4830 - SALT STORAGE BUILDING	\$45,911.70	\$0.00
JV122024	303368	HAWKINS, INC.		Fluoride	\$2,411.64	\$0.00
JV122024	303369	HEIDI SQUYRES & THOMAS CRAWFORD		RC-1013 Rental Assistance	\$970.20	\$0.00
JV122024	303370	HIGH POINT NETWORKS, LLC		FY23 SLCGP - Smart Firewall Im	\$94,802.55	\$0.00
JV122024	303371	HOUSTON ENGINEERING, INC.		4816 - 2024 WATERMAIN REPLACEM	\$70,679.29	\$0.00
JV122024	303372	INFOUSA MARKETING, INC.		Polk City Directory - Referenc	\$355.00	\$0.00
JV122024	303373	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET		City manager pension	\$1,002.58	\$0.00

JV122024	303374	JAMESTOWN COMMUNICATIONS	2 Additional Early Warning Sir	\$73,674.06	\$0.00
JV122024	303375	JAYDE HAUGROSE	RC-1057 Rental Assistance	\$569.91	\$0.00
JV122024	303376	JOHN CIMINO	RC-1018 Rental Assistance	\$147.00	\$0.00
JV122024	303377	JOHNSON CONTROLS	Heat wheel repairs-Broadway Pu	\$2,552.69	\$0.00
JV122024	303316	LANCE LENTON	SNOW REMOVAL	\$11,500.00	\$0.00
JV122024	303378	LANGUAGE LINE SERVICES	November Interpretation Servic	\$286.86	\$0.00
JV122024	303379	LIBRARICA, LLC	CASSIE Support/Updates Renewal	\$476.70	\$0.00
JV122024	303380	LINDE GAS & EQUIPMENT INC	WELDER DIAGNOSIS	\$120.00	\$0.00
JV122024	303381	LUCI AHMED & SULTAN AHMED & CASEY MEYERS	RC-1076 Rental Assistance	\$512.70	\$0.00
JV122024	303382	LUMACUVE AIRFIELD SIGNS	Lumacurve sign LED bulbs - bac	\$1,396.45	\$0.00
JV122024	303383	M & S SHEET METAL, INC.	Boiler Service Call - City Hal	\$252.00	\$0.00
JV122024	303384	M-B COMPANIES, INC	SRE ROTARY BLOWER	\$833,736.00	\$0.00
JV122024	303386	MAIN ELECTRIC CONSTRUCTION	PAYMENT FOR INVOICE 48590	\$234,111.11	\$0.00
JV122024	303387	MATTSON CONSTRUCTION	BROADWAY CIRCLE - MATTSON CONS	\$253,122.20	\$0.00
JV122024	303397	MELANIE MOORE	Building & Grounds Civil Servi	\$130.00	\$0.00
JV122024	303388	MENARDS	SNACK BAGS	\$7.28	\$0.00
JV122024	303389	MIDSTATES WIRELESS, INC.	Repair to radio Unit #15	\$742.50	\$0.00
JV122024	303390	MIDWEST TAPE	Hoopla November 2024	\$7,775.84	\$0.00
JV122024	303385	MINOT AREA CHAMBER EDC	MACEDC SERVICE AGREEMENT 2024	\$46,637.50	\$0.00
JV122024	303391	MINOT AREA COUNCIL OF THE ARTS, INC	MINOT AREA COUNCIL OF THE ARTS	\$3,333.37	\$0.00
JV122024	303392	MINOT AUTO	001; CAB FILTER FOR CAT LOADER	\$1.59	\$0.00
JV122024	303393	MINOT COMMISSION ON AGING	COMMISSION ON AGING SERVICE AG	\$12,875.00	\$0.00
JV122024	303394	MINOT EMPLOYEE DONATIONS	Minot Employee Donations	\$768.56	\$0.00
JV122024	303395	MINOT PARK DISTRICT	BLVD TREE PLANTING	\$780.00	\$0.00
JV122024	303398	NAPA AUTO PARTS	CYLINDER; 3 X 8 GATE CYLINDER	\$1,336.08	\$0.00
JV122024	303399	ND DEPT OF TRANSPORTATION	Contract Withholding: 300596	\$856.94	\$0.00
JV122024	303400	ND DEPT OF WATER RESOURCES	NAWS Cost Summary & Share Reim	\$52,580.06	\$0.00
JV122024	303401	ND FRATERNAL ORDER OF POLICE	Police Union Due's/ Legal Defe	\$1,255.50	\$0.00
DC122024	100006457	ND PUBLIC EMPLOYEES DETIDEMENT SYSTEM	Def Comp 12.20.2024	\$15,727.21	\$0.00
SC122024	100006458	ND PUBLIC EMPLOYEES DETIDEMENT SYSTEM	Service Credit 12.20.2024	\$218.00	\$0.00
JV122024	303402	NDDEQ	Fluoride testing	\$20.39	\$0.00
JV122024	303404	NICOLETTI-FLATER ASSOCIATES, PLLP	Wellness Visits & Training	\$17,828.26	\$0.00
JV122024	303405	NORTH COUNTRY SPORTSWEAR	HIGH VIS VESTS FOR AIRFIELD US	\$331.32	\$0.00
JV122024	303406	NORTHERN TESTING	Controlled Substance Testing	\$450.00	\$0.00
JV122024	303407	NORTHWEST TIRE AND RETREAD	TIRE; REPAIR TIRE	\$1,746.05	\$0.00
JV122024	303408	NOVA FIRE PROTECTION CO.	Replacing broken sprinkler hea	\$646.00	\$0.00
JV122024	303409	NYBAKKEN BODY SHOP	P5 repair (re:pursuit)	\$2,498.79	\$0.00
JV122024	303410	OHNSTAD TWICHELL, P.C.	Billing through 11/21/2024	\$279.50	\$0.00
JV122024	303411	OLSON'S TOWING	October Towing - 1999 Mercedes	\$156.00	\$0.00
JV122024	303412	OSHKOSH AEROTECH, LLC	Replacing of jet bridge 3 ball	\$33,395.00	\$0.00
JV122024	303413	OVERHEAD DOOR CO. OF MINOT	Garage Door Repair at Station	\$1,800.00	\$0.00

JV122024	303336	PARKLAND USA CORPORATION		Del Fuel P40 Clear Life	\$16,446.79	\$0.00
JV122024	303414	PRAIRIE ENGINEERING, P.C.		4782- Consultant Engineering S	\$1,300.00	\$0.00
JV122024	303415	PRAIRIE SUPPLY		BERNARD LINER	\$259.00	\$0.00
JV122024	303416	PREMIER SNOW & ICE MANAGEMENT. LLC		Carbide Cutting Edges	\$6,106.40	\$0.00
JV122024	303417	PROCOLLECT		Collection Fees	\$4,534.97	\$0.00
JV122024	303418	PURE POWERSPORTS		HONDA GXV389CC ENGINE	\$93.00	\$0.00
JV122024	303419	RAE-DEAN & BREFONNA WOLFE		RC-1047 Rental Assistance	\$943.09	\$0.00
JV122024	303420	RAYNE MARIE OLSON		RC-1041 Rental Assistance	\$784.50	\$0.00
JV122024	303421	RDO EQUIPMENT		STREET SWEEPER	\$3,526.17	\$0.00
JV122024	303422	REFUND ONE TIME	CAMPBELL, GENESIS	UB 1872 1925 7TH	\$28.94	\$0.00
JV122024	303423	PAY REFUND ONE TIME	FEIGITSCH, MARLENE	UB 18210 915 37TH	\$51.15	\$0.00
JV122024	303424	PAY REFUND ONE TIME	GROSCHKE, TRISTEN	UB 8538 1932 2ND	\$34.38	\$0.00
JV122024	303425	PAY REFUND ONE TIME	IPM	UB 86190 96 MULBERRY	\$23.68	\$0.00
JV122024	303426	PAY REFUND ONE TIME	IPM	UB 7646 2 8TH	\$69.37	\$0.00
JV122024	303427	PAY REFUND ONE TIME	IPM	UB 11708 600 16TH	\$52.65	\$0.00
JV122024	303428	PAY REFUND ONE TIME	NICCUM, RORY	UB 16326 629 LAKE	\$35.66	\$0.00
JV122024	303429	PAY REFUND ONE TIME	RYAN GMC BUICK CADILLAC	UB 13698 1111 20TH	\$241.95	\$0.00
JV122024	303430	PAY REFUND ONE TIME	SCHULTZ, PHIL	UB 11130 1432 9TH	\$10.00	\$0.00
JV122024	303431	PAY REFUND ONE TIME	SCHULTZ, PHIL	UB 11130 1432 9TH	\$42.65	\$0.00
JV122024	303432	PAY REFUND ONE TIME	SOURIS VALLEY PROPERTIES, LLC	UB 11728 1504 6TH	\$54.65	\$0.00
JV122024	303433	PAY REFUND ONE TIME	WALSH, JESSICA	UB 8698 205 12TH	\$13.11	\$0.00
JV122024	303434	PAY RUSSELL CANTRELL		RC-1030 Rental Assistance	\$518.82	\$0.00
JV122024	303435	SANITATION PRODUCTS		010; SUPPORT PIPE	\$848.62	\$0.00
JV122024	303436	SHORT ELLIOTT HENDRICKSON. INC		WETLAND MITIGATION	\$114,930.43	\$0.00
JV122024	303437	SIGNS TODAY		CONSTRUCTIO New Hours Sign, Do Not Climb S	\$490.40	\$0.00
JV122024	303438	SOLTIS BUSINESS FORMS CO.		Laser Check Restock	\$486.47	\$0.00
JV122024	303439	SOURIS RIVER JOINT WATER RESOURCE		3529.6 - MREFPP PHASE MI-7: RO	\$1,681,000.38	\$0.00
JV122024	303440	SRF CONSULTING GROUP		4753 - 16TH ST INTER REHAB TAS	\$12,158.32	\$0.00
JV122024	303441	SUNDRE SAND & GRAVEL. INC.		1995.12 Tons Washed Sand	\$46,929.23	\$0.00
JV122024	303442	SUNSET LAW ENFORCEMENT. LLC		Ammunition Purchase	\$5,160.00	\$0.00
JV122024	303443	SWANSON FLO CO		Master Lift Station Actuators	\$22,252.46	\$0.00
JV122024	303444	SWANSTON EQUIPMENT COMPANIES		001; OIL FILTER	\$284.88	\$0.00
JV122024	303445	TARA KENNER		RC-1060 Rental Assistance	\$848.25	\$0.00
JV122024	303446	TARGET CORPORATION		Puppy Dog Coulee Easement	\$110,701.07	\$0.00
JV122024	303447	THEIN WELL		Comm Annual Inspection	\$2,250.00	\$0.00
JV122024	303448	THOMSON REUTERS		Update on Law Library	\$89.95	\$0.00
JV122024	303449	THOMSON REUTERS- WEST PAYMENT CENTER		December 2024 Services	\$387.00	\$0.00
JV122024	303450	TIM & GAYLENE RYAN		RC-1020 Rental Assistance	\$309.27	\$0.00
JV122024	303451	TIMMONS GROUP		4705 - CITYWORKS AND GIS	\$6,200.00	\$0.00
JV122024	303452	TRINITY HEALTH		SUPPO EMT Course for Brady Nelson	\$7,411.50	\$0.00
JV122024	303453	TRITECH SOFTWARE SYSTEMS		911 GIS Data Maintenance - Pay	\$5,294.74	\$0.00
JV122024	303454	TW ENTERPRISES, INC		Transformer for larson generat	\$436.76	\$0.00
JV122024	303455	TYLER TECHNOLOGIES, INC.		2025 New World Systems - Annua	\$191,532.85	\$0.00
JV122024	303456	UNIFORM CENTER		Insulated Shirts	\$2,089.78	\$0.00

	JV122024	303457	UNITED MAILING SERVICE		POSTAGE/SHIPPING	\$339.01	\$0.00
	JV122024	303458	VESTIS GROUP, INC.		ARAMARK - FLOOR MAT CLEANING	\$535.00	\$0.00
	JV122024	303459	VISIT MINOT		LODGING TAXES COLLECTED	\$55,025.17	\$0.00
	JV122024	303460	WAGNER		Contract Withholding: 300546	\$60,411.43	\$0.00
	JV122024	303461	CONSTRUCTION WESTLIE FORD		Duplicate payment - A29 Belt S	\$42,795.01	\$0.00
	JV122024	303462	WESTLIE TRUCK CENTER		INSPECT AND REPLACE SHOCKS	\$8,754.41	\$0.00
	JV122024	303463	WILO USA, LLC		Pump Gaskets	\$358.97	\$0.00
12/22/2024	AP200	100006417	VERENDRYE ELECTRIC		November 2024 Verendrye	\$62,397.06	\$0.00
12/23/2024	EM12024	100006455	EMPOWER TRUST COMPANY, LLC		Empower Retirement 12/20/2024	\$35,578.59	\$0.00
12/25/2024	WEX1124	100006415	WEX HEALTH, INC		November 2024 WEX/FSA	\$289.80	\$0.00
12/26/2024	RG122624	303464	U.S. POST OFFICE		BULK MAIL CHECK - RETURN TO UIB	\$5,000.00	\$0.00
12/31/2024	JO123124	303465	3D SPECIALTIES, INC		City Post Trial Installation	\$210.00	\$0.00
	JO123124	303467	ACME RENTS		PRESSURE BEARING	\$239.35	\$0.00
	JO123124	303468	ACME TOOLS		SHOVEL	\$111.94	\$0.00
	JO123124	303469	ADP SCREENING & SELECTION SERVICES		Background Check costs	\$396.00	\$0.00
	JO123124	303466	AIRPORT ASSOCIATION OF NORTH DAKOTA		Airfield Marking Seminar	\$1,500.00	\$0.00
	JO123124	303470	AMAZON		SPROCKET CLUTCH	\$260.48	\$0.00
	JO123124	303472	APH/AUTO VALUE		001; CABIN AIR FILTER 9082 /83	\$299.84	\$0.00
	JO123124	303474	ASTECH		Contract Withholding: 300672	\$150,898.63	\$0.00
	JO123124	303475	BADLANDS ENVIRONMENTAL CONSULTANTS INC		ASBESTOS TESTING	\$1,230.00	\$0.00
	JO123124	303476	BAKER & TAYLOR BOOKS		Books	\$282.93	\$0.00
	JO123124	303477	BALCO UNIFORM COMPANY, INC.		Pants for Patrol	\$188.00	\$0.00
	JO123124	303478	BLUESTONE		Contract Withholding: 300635	\$499,705.97	\$0.00
	JO123124	303480	CONSTRUCTION, INC. BRUCE CHRISTIANSON		16th St Reconstruction- Easeme	\$2,752.98	\$0.00
	JO123124	303481	BUTLER MACHINERY CO.		006; HOSE ASSEMBLY	\$57.88	\$0.00
	JO123124	303482	CANADIAN PACIFIC RAILWAY COMPANY		CP RAIL - 3RD ST SW - INVOICE	\$5,000.00	\$0.00
	JO123124	303483	CARE RESOURCE CONNECTION		CONSULTANT FOR THE FD COMMUNIT	\$17,000.00	\$0.00
	JO123124	303521	CITY OF MINOT		INCREASE OF PETTY CASH-AIRPOR	\$50.00	\$0.00
	JO123124	303484	COLLABORATIVE SUMMER LIBRARY		Posters, Banners, Displays, CI	\$908.91	\$0.00
	JO123124	303485	COOKIES FOR YOU		Q4 OFFICE RENTAL	\$900.00	\$0.00
	JO123124	303486	CORRPRO COMPANIES		Cathodic maintenance	\$750.00	\$0.00
	JO123124	303487	DACOTAH PAPER CO.		CLEANING SUPPLIES	\$141.14	\$0.00
	JO123124	303488	DAKOTA FLUID POWER, INC.		CYLINDER REPAIR	\$847.40	\$0.00
	JO123124	303489	EBSCO		2025 Magazine Subscriptions	\$2,816.08	\$0.00
	JO123124	303490	ECOLAB PEST ELIMINATION DIVISION		ECOLAB - PEST CONTROL	\$228.74	\$0.00
	JO123124	303491	EMERGENCY AUTOMOTIVE TECHNOLOGIES		GROMMET; WHELEN 500 SERIES GRO	\$18.56	\$0.00
	JO123124	303492	EMPLOYEE ONE TIME PAY	Andres Casarez	Tuition Reimbursement Criminal	\$1,791.90	\$0.00
	JO123124	303493	EMPLOYEE ONE TIME PAY	Brook Hermanson	Tuition Reimbursement English	\$2,000.00	\$0.00
	JO123124	303494	EMPLOYEE ONE TIME PAY	Carson Bergrude	Testing- Carson Bergrude	\$88.40	\$0.00
	JO123124	303495	EMPLOYEE ONE TIME PAY	Cody Lockyer	Testing- Cody Lockyer	\$88.40	\$0.00
	JO123124	303496	EMPLOYEE ONE TIME PAY	Jeanny Variste	First Western Bank, Bravera Ba	\$92.39	\$0.00
	JO123124	303497	EMPLOYEE ONE TIME PAY	Joshua Noyes	Tuition Reimbursement Criminal	\$1,791.90	\$0.00

JO123124	303498	EMPLOYEE ONE TIME	LACEY POSSEN	2024 MILEAGE	\$10.12	\$0.00
JO123124	303499	PAY ENERBASE		Fuel 29.315	\$7,787.07	\$0.00
JO123124	303500	FACTORY MOTOR		BATTERY; BATTERY	\$118.73	\$0.00
JO123124	303501	PARTS GENERAL ONE TIME	Lisa Ann Schneider	Donita Pickett Restitution MI-	\$25.00	\$0.00
JO123124	303502	PAY GENERAL ONE TIME	North Dakota Child Support	Vincent Anderson Restitution M	\$10.00	\$0.00
JO123124	303503	PAY GENERAL ONE TIME	Patrick Schroeder	Shaila Soiseth Restitution MI	\$25.00	\$0.00
JO123124	303504	PAY GENERAL ONE TIME	Target	Tucker St. Croix Restitution M	\$25.00	\$0.00
JO123124	303505	PAY GENERAL TRADING		010; DRILL BIT-3/16	\$6.80	\$0.00
JO123124	303506	GREGORY FELAND		16th St Reconstruction- Temp E	\$2,252.88	\$0.00
JO123124	303507	HIGH POINT		Professional Service Hours - S	\$96,351.00	\$0.00
JO123124	303508	NETWORKS. LLC. HUNTINGTON VILLAGE HOMEOWNERS ASSOCIATION		16th St Reconstruction- Temp E	\$368.72	\$0.00
JO123124	303509	HYDRO KLEAN		Contract Withholding: 300688	\$47,531.99	\$0.00
JO123124	303510	INFORMATION TECHNOLOGY		VPN/MFA/STATE NET FIBER Nov 24	\$3,231.05	\$0.00
JO123124	303511	DEPARTMENT KELLER PAVING AND		Contract Withholding: 300684	\$45,978.10	\$0.00
JO123124	303512	LANDSCAPING LOWES PRINTING, INC.		2025 Calendars	\$220.00	\$0.00
JO123124	303513	MAIN ELECTRIC CONSTRUCTION		Repair of bad underground. PO	\$60,485.24	\$0.00
JO123124	303514	MARCO, INC.		Marco Copier Maintenance INV 1	\$211.75	\$0.00
JO123124	303515	MED-TECH RESOURCE, INC.		Police Traffic Vests	\$465.12	\$0.00
JO123124	303516	METRO DEVELOPERS LLC		16th St Reconstructio- Temp Ea	\$300.00	\$0.00
JO123124	303517	MICHAEL NASON		16th St Reconstruction- Temp E	\$300.00	\$0.00
JO123124	303518	MINOT AUTO		007; MINI-FUSE	\$252.71	\$0.00
JO123124	303519	MINOT PARK DISTRICT		December 2024 State Aid paid t	\$54,579.49	\$0.00
JO123124	303520	MINOT PLUMBING & HEATING CO. INC.		Boiler Leak	\$210.00	\$0.00
JO123124	303522	MOODY'S INVESTORS SERVICE. INC.		ANNUAL FEE FOR LEASE & REVENUE	\$2,000.00	\$0.00
JO123124	303523	MOWBRAY & SONS		HVAC REPAIRS	\$2,475.06	\$0.00
JO123124	303524	NAPA AUTO PARTS		SHRINK WRAP	\$632.58	\$0.00
JO123124	303525	NATIONAL SAFETY APPAREL		Winter coat L - Reg	\$290.00	\$0.00
JO123124	303526	ND DEPT OF TRANSPORTATION		4724 - NHU-SU-4-002(141)149 PC	\$11,880.33	\$0.00
JO123124	303527	NORTHWEST TIRE AND RETREAD		TIRE; REPAIR TIRE	\$207.97	\$0.00
JO123124	303528	NOVA FIRE PROTECTION CO.		Fire System Repair - Renaissance	\$21,192.00	\$0.00
JO123124	303529	O'REILLY AUTO PARTS		CLEANER; BRAKE CLEAN	\$69.36	\$0.00
JO123124	303530	OTIS ELEVATOR COMPANY		ELECTRICIAN ACCESSED CAR TOP	\$1,470.00	\$0.00
JO123124	303531	OVERHEAD DOOR CO. OF MINOT		Garage door mtce	\$2,095.00	\$0.00
JO123124	303473	PEC SOLUTIONS LLC		GENETEC CLOUD LINK UPGRADE	\$29,413.00	\$0.00
JO123124	303532	PERFORMANCE TOOL SALES LLC		DEUTSCH PIN	\$42.95	\$0.00
JO123124	303533	POST CONSTRUCTION COMPANY		Contract Withholding: 300699	\$25,380.91	\$0.00
JO123124	303534	PREFERRED CONTROLS CORP		Calibrate polymer skid	\$435.00	\$0.00
JO123124	303535	PROCOLLECT		Collection Fees	\$511.52	\$0.00
JO123124	303536	PROVIDENT LIFE & ACC. INS CO		PAYMENT FOR INVOICE 00172698- n	\$901.50	\$0.00
JO123124	303537	RDO EQUIPMENT		HYDRAULIC; HYDRALIC CYLINDER K	\$1,263.71	\$0.00
JO123124	303538	REDSTONE TECHNOLOGIES. INC.		AS400 Professional Services -	\$1,550.00	\$0.00

JO123124	303539	ROTARY CLUB OF	Oct 2024- Dec 2024 Dues & Meal	\$222.00	\$0.00
JO123124	303540	MINOT SANITATION	PANEL; REAR LIGHT PANEL	\$1,079.44	\$0.00
JO123124	303541	PRODUCTS SIGNS TODAY	012; 2" LETTERS AND NUMBERS	\$469.00	\$0.00
JO123124	303542	SOLTIS BUSINESS FORMS CO.	Finance Window Envelopes	\$1,557.28	\$0.00
JO123124	303543	SOURIS RIVER JOINT WATER RESOURCE	MI-1 PARK CONSTRUCTION	\$359,159.43	\$0.00
JO123124	303544	STEIN'S, INC.	Rinse & Vac/Carpet Cleaner	\$4,504.20	\$0.00
JO123124	303545	SWANSTON EQUIPMENT	009; HARPER LEVELING VALVE ORI	\$757.09	\$0.00
JO123124	303546	COMPANIES TEAM ELECTRONICS,	RADIO; RADIO	\$1,604.10	\$0.00
JO123124	303479	INC.. TED BOLTON	DECEMBER PARKING LOT	\$384.97	\$0.00
JO123124	303547	THE IRIS COMPANIES	MAINTENAN	\$4,422.00	\$0.00
JO123124	303548	ULRICH	BADGE SUPPLIES	\$17,113.00	\$0.00
JO123124	303549	MANUFACTURING UNITED RENTALS	excavation and trench safety	\$2,450.00	\$0.00
JO123124	303550	VISIT MINOT	December 2024 Motor Vehicle Ta	\$4,237.51	\$0.00
JO123124	303551	WALLWORK TRUCK	001; FUEL FILTER FLEETGUARD FS	\$530.59	\$0.00
JO123124	303552	CENTER MINOT WEST RIVER STRIPING	Transit Center Striping Revisi	\$189,118.63	\$0.00
JO123124	303553	COMPANY WESTLIE TRUCK	STRAP-FUEL	\$157.73	\$0.00
JO123124	303471	CENTER ZACHARY JOHNSHOY	Inspect after flooded pump mot	\$145.00	\$0.00
Total				\$10,945,101.00	\$573,527.44

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	372,390.58
Federal Tax Withholding	-
Federal Tax- Pension Refund A Kamphuis	17,404.04
Deferred Comp	-
NDPERS	-
ND PERS Service Credit	-
Empower	67,636.16
Verendrye	-
Montana Dakota Utilities	37,904.74
Xcel Energy	221,090.83
Discovery Benefits	15,152.28
Unum Group Insurance	1,804.80
Provident Life	-
ADP Payroll taxes wire	327,691.06
ADP Payroll Wage garnishment 12/20/24 & 12/6/24	12,702.05
ADP Payroll Taxes wire Alderman	-
ADP Payroll Taxes wire Pension	-
ADP Payroll Taxes wire Council	-
ADP CCD Payroll Fees	14,882.35
CFP-ADA Interest	-

Total	<u>\$ 1,088,658.89</u>
-------	------------------------

Posting date	Transaction date	Supplier	Amount
11/26/2024	11/24/2024	Menards Minot Nd	46.74
11/26/2024	11/24/2024	Menards Minot Nd	34.43
11/26/2024	11/25/2024	Att	344.99
11/26/2024	11/25/2024	Gaffaneys Of Minot Inc	51.25
11/26/2024	11/25/2024	Calendly	288.00
11/26/2024	11/25/2024	Att	45.96
11/26/2024	11/25/2024	Att	767.95
11/26/2024	11/25/2024	Tractor-Supply-Co #0130	34.99
11/26/2024	11/25/2024	Amzn Mktp Us	45.50
11/26/2024	11/25/2024	B&h Photo 800-606-6969	1,785.35
11/26/2024	11/25/2024	Dakota Supply Group - Ws	71.14
11/26/2024	11/25/2024	In *dakota Fire Extinguis	85.63
11/26/2024	11/25/2024	Amazon.Com*uy2y482i3	40.90
11/26/2024	11/25/2024	Att	193.92
11/26/2024	11/25/2024	5.11, Inc.	51.56
11/26/2024	11/25/2024	Att	483.04
11/26/2024	11/25/2024	Amazon Reta* 8k3di2283	28.07
11/26/2024	11/25/2024	At&t Payment	408.00
11/26/2024	11/25/2024	At&t Payment	229.80
11/26/2024	11/25/2024	Att	149.97
11/27/2024	11/25/2024	The Home Depot #3703	(8.28)
11/27/2024	11/25/2024	The Home Depot #3703	23.20
11/27/2024	11/25/2024	The Home Depot #3703	9.28
11/27/2024	11/25/2024	Thomas Scientific Holdin	69.45
11/27/2024	11/25/2024	Menards Minot Nd	65.97
11/27/2024	11/26/2024	Arrowhead Ace	2.58
11/27/2024	11/26/2024	Ferguson Entprs 3094	538.66
11/27/2024	11/26/2024	All American Trophies & S	27.00
11/27/2024	11/26/2024	North Country Sports	256.00
11/27/2024	11/26/2024	Acme Tools Minot	65.98
11/27/2024	11/26/2024	North Country Sports	208.18
11/27/2024	11/26/2024	Macs Minot, Nd	18.57
11/27/2024	11/26/2024	Butler Machinery Cat	1,240.23
11/27/2024	11/26/2024	Schocks Safe And Lock Se	3.50
11/27/2024	11/26/2024	Microsoft*store	32.24
11/27/2024	11/26/2024	Microsoft*store	32.24
11/27/2024	11/26/2024	Intl Code Council Inc	1,638.42
11/27/2024	11/26/2024	Border States Industries	1,268.45
11/27/2024	11/26/2024	Priority Dispatch Corp	850.00
11/27/2024	11/26/2024	Priority Dispatch Corp	425.00
11/27/2024	11/26/2024	Runnings Of Minot	229.89
11/27/2024	11/27/2024	5.11, Inc.	314.11
11/29/2024	11/26/2024	Nbs Calibrations	216.00
11/29/2024	11/26/2024	Bismarck Staybridge Suit	110.00
11/29/2024	11/26/2024	Bismarck Staybridge Suit	110.00
11/29/2024	11/26/2024	Rhi Supply Minot	19.44
11/29/2024	11/26/2024	Menards Minot Nd	19.99
11/29/2024	11/26/2024	Au DbA Ncat Web	1,300.00
11/29/2024	11/26/2024	The Home Depot #3703	(47.00)
11/29/2024	11/26/2024	The Home Depot #3703	58.76
11/29/2024	11/26/2024	The Home Depot #3703	43.74
11/29/2024	11/26/2024	Hobby Lobby #382	159.10
11/29/2024	11/26/2024	Menards Minot Nd	19.39
11/29/2024	11/26/2024	Hampton Inns	108.90
11/29/2024	11/26/2024	Napa Parts 0027632	52.65
11/29/2024	11/26/2024	Menards Minot Nd	24.13
11/29/2024	11/26/2024	Officemax/Depot 6513	79.99
11/29/2024	11/26/2024	Fedex282307840379	12.25

11/29/2024	11/26/2024 Menards Minot Nd	6.98
11/29/2024	11/27/2024 Border States Industries	741.95
11/29/2024	11/27/2024 Batteries Plus #0639	58.95
11/29/2024	11/27/2024 Menards Minot Nd	21.99
11/29/2024	11/27/2024 Napa Parts 0027632	187.96
11/29/2024	11/27/2024 Amzn Mktp Us	11.65
11/29/2024	11/27/2024 Amazon Reta* Mn4ie0ay3	249.99
11/29/2024	11/27/2024 Asce Purchasing	301.00
11/29/2024	11/27/2024 In *bag Llc	300.00
11/29/2024	11/27/2024 Magic City Garage Door	1,166.00
11/29/2024	11/27/2024 Magic City Garage Door	226.50
11/29/2024	11/27/2024 Officemax/Depot 6513	12.89
11/29/2024	11/27/2024 Red Wing Shoes #825	200.00
11/29/2024	11/27/2024 Hlu*huluplus	2.99
11/29/2024	11/27/2024 Netflix, Inc.	22.99
11/29/2024	11/27/2024 Peacock 6e8e7 Premium	19.99
11/29/2024	11/27/2024 Acorn Tv Annual Us	79.99
11/29/2024	11/27/2024 Help.Max.Com	209.99
11/29/2024	11/27/2024 Microsoft*store	32.24
11/29/2024	11/27/2024 Amzn Mktp Us	174.00
11/29/2024	11/27/2024 Netflix	22.99
11/29/2024	11/27/2024 Acorn Tv Annual Us	79.99
11/29/2024	11/27/2024 Help.Max.Com	209.99
11/29/2024	11/27/2024 Peacock C9cc2 Premium	19.99
11/29/2024	11/27/2024 Hlu*huluplus	2.99
11/29/2024	11/27/2024 Runnings Of Minot	559.93
11/29/2024	11/27/2024 Menards Minot Nd	6.37
11/29/2024	11/27/2024 Mp-*minot Afb Club	62.17
11/29/2024	11/27/2024 Macs Minot, Nd	246.64
11/29/2024	11/27/2024 Napa Parts 0027632	53.98
11/29/2024	11/27/2024 Bound Tree Medical Llc	2,586.94
11/29/2024	11/27/2024 Rdo Equipment-Minot	316.03
11/29/2024	11/27/2024 5.11, Inc.	25.78
11/29/2024	11/27/2024 Menards Minot Nd	65.05
11/29/2024	11/27/2024 Microsoft*store	(2.25)
11/29/2024	11/27/2024 Target 00000851	71.95
11/29/2024	11/27/2024 Minot Restaurant Supply	54.90
11/29/2024	11/27/2024 Acme Tools Minot	557.98
11/29/2024	11/27/2024 Www.Ndpelsboard.Org	110.00
11/29/2024	11/27/2024 Asfpm	180.00
11/29/2024	11/28/2024 Amazon Reta* Xm3mg9cl3	11.48
11/29/2024	11/28/2024 Crunchyroll	11.99
11/29/2024	11/28/2024 Amazon Mark* Z355n0hn0	16.19
11/29/2024	11/28/2024 Amazon Mark* Z361y1gp2	49.75
11/29/2024	11/28/2024 Amazon Mark* Z366d8pg2	796.82
11/29/2024	11/28/2024 Crunchyroll	11.99
11/29/2024	11/28/2024 Amazon Mark* Z374265w0	52.98
11/29/2024	11/28/2024 Amazon Mktp1	60.60
11/29/2024	11/28/2024 Kaminsky,sullenberger	800.00
11/29/2024	11/28/2024 Fedex	22.82
12/2/2024	11/27/2024 Menards Minot Nd	(12.18)
12/2/2024	11/29/2024 Amazon Mktp1	7.99
12/2/2024	11/29/2024 Acme Tools Minot	114.98
12/2/2024	11/29/2024 The Home Depot #3703	17.88
12/2/2024	11/29/2024 Amazon Mktp1	144.30
12/2/2024	11/29/2024 Ite	335.00
12/2/2024	11/29/2024 Rhi Supply Minot	171.23
12/2/2024	11/29/2024 Runnings Of Minot	369.75
12/2/2024	11/29/2024 Dollar General #24428	13.62

12/2/2024	11/29/2024 Amzn Mktp Us	479.94
12/2/2024	11/29/2024 Amazon Mark* Z34m30eb1	14.98
12/2/2024	11/29/2024 North Dakota Leagueofcit	50.00
12/2/2024	11/29/2024 Amazon Mktp1	59.97
12/2/2024	11/29/2024 Amazon Mktp1	15.62
12/2/2024	11/29/2024 4imprint, Inc	651.65
12/2/2024	11/29/2024 Column Public Notice	149.76
12/2/2024	11/29/2024 Menards Minot Nd	25.10
12/2/2024	11/30/2024 Amzn Mktp Us	36.68
12/2/2024	11/30/2024 Amazon Mktp1	199.97
12/2/2024	11/30/2024 Autopay/Dish Ntwk	209.10
12/2/2024	11/30/2024 Amazon Mktp1	374.52
12/2/2024	11/30/2024 Amazon Mktp1	92.97
12/2/2024	11/30/2024 Intl Code Council Inc	170.00
12/2/2024	11/30/2024 Sync	108.00
12/2/2024	11/30/2024	1.08
12/2/2024	12/1/2024 Amzn Mktp Us	394.51
12/2/2024	12/1/2024 Amazon Mark* Z13793zx0	51.50
12/2/2024	12/1/2024 Amazon Reta* Z39ip2sk1	11.87
12/2/2024	12/1/2024 Autozone 6843	62.98
12/2/2024	12/1/2024 Societyforhumanresource	264.00
12/2/2024	12/2/2024 Dmi* Dell K-12/Govt	98,921.67
12/3/2024	11/26/2024 Hampton Inns	(9.90)
12/3/2024	11/27/2024 Apa	635.00
12/3/2024	12/2/2024 Google*youtube Tv	89.00
12/3/2024	12/2/2024 Sq *the Bark Porch Inc	150.00
12/3/2024	12/2/2024 Arrowhead Ace	24.99
12/3/2024	12/2/2024 Arrowhead Ace	24.99
12/3/2024	12/2/2024 Acme Tools Minot	498.00
12/3/2024	12/2/2024 Acme Tools Minot	171.98
12/3/2024	12/2/2024 Amazon Reta* Zl6xt2gr0	14.99
12/3/2024	12/2/2024 Amazon Mark* Zl82231c2	31.99
12/3/2024	12/2/2024 Amazon Mark* Z395r2wc1	113.98
12/3/2024	12/2/2024 Amazon Mark* Zl85k81q0	71.94
12/3/2024	12/2/2024 Surveysparrow	39.00
12/3/2024	12/2/2024 Ring O Matic Inc	928.68
12/3/2024	12/2/2024 Wizards Of The Coast Llc	101.96
12/3/2024	12/2/2024 Acme Tools Minot	57.98
12/4/2024	12/2/2024 Enerbase #28	24.60
12/4/2024	12/2/2024 All Safe Industries	309.00
12/4/2024	12/2/2024 City Of Minot Nd	1.00
12/4/2024	12/2/2024 City Of Minot Nd	1.00
12/4/2024	12/2/2024 City Of Minot Nd	(1.00)
12/4/2024	12/2/2024 City Of Minot Nd	(1.00)
12/4/2024	12/2/2024 Officemax/Depot 6513	279.99
12/4/2024	12/2/2024 Officemax/Depot 6513	839.97
12/4/2024	12/2/2024 Fedex282607239002	97.34
12/4/2024	12/2/2024 Menards Minot Nd	6.49
12/4/2024	12/3/2024 Gerdau Ameristeel Minot	86.07
12/4/2024	12/3/2024 Runnings Of Minot	14.99
12/4/2024	12/3/2024 Core & Main - Nd002	1,993.46
12/4/2024	12/3/2024 Core & Main - Nd002	1,206.50
12/4/2024	12/3/2024 Justice Clearinghouse	909.00
12/4/2024	12/3/2024 Suds And Sun	12.00
12/4/2024	12/3/2024 Ferguson Entprs 3094	8.67
12/4/2024	12/3/2024 Frontier Precision Inc	683.38
12/4/2024	12/3/2024 Runnings Of Minot	133.97
12/4/2024	12/3/2024 Best Buy 00010637	74.98
12/4/2024	12/3/2024 Column Public Notice	37.44

12/4/2024	12/3/2024 Tlo Transunion	164.40
12/4/2024	12/3/2024 Enerbase	4,331.96
12/4/2024	12/3/2024 Amazon Mktp	167.70
12/4/2024	12/3/2024 Srt Communications, Inc	951.62
12/4/2024	12/3/2024 Srt Communications, Inc	9,929.98
12/4/2024	12/3/2024 Srt Communications, Inc	574.01
12/4/2024	12/3/2024 Lowes Printing	513.30
12/4/2024	12/3/2024 Sp Avon Protection	4,275.83
12/4/2024	12/3/2024 Amzn Mktp Us	114.90
12/4/2024	12/3/2024 Column Public Notice	93.60
12/4/2024	12/3/2024 North Country Sports	102.98
12/4/2024	12/3/2024 Merlinsfab.Com	385.00
12/4/2024	12/3/2024 Vistaprint Corporate Solu	64.92
12/5/2024	12/3/2024 Rhi Supply Minot	131.00
12/5/2024	12/3/2024 Napa Parts 0027632	588.88
12/5/2024	12/3/2024 Bound Tree Medical Llc	51.06
12/5/2024	12/3/2024 The Home Depot #3703	412.88
12/5/2024	12/3/2024 Menards Minot Nd	109.99
12/5/2024	12/3/2024 Menards Minot Nd	115.17
12/5/2024	12/3/2024 Bound Tree Medical Llc	330.00
12/5/2024	12/3/2024 Rdo Equipment-Minot	23,955.04
12/5/2024	12/3/2024 Menards Minot Nd	25.63
12/5/2024	12/3/2024 Material Testing Services	781.73
12/5/2024	12/3/2024 Fedex282694562648	32.36
12/5/2024	12/3/2024 Menards Minot Nd	137.93
12/5/2024	12/3/2024 Apco International Inc	391.00
12/5/2024	12/4/2024 Hach Company	1,535.10
12/5/2024	12/4/2024 Amzn Mktp Us	67.99
12/5/2024	12/4/2024 Eb *atcc Law Enforceme	85.00
12/5/2024	12/4/2024 Fire Safety Usa Inc	962.00
12/5/2024	12/4/2024 Magic City Car Wash	490.00
12/5/2024	12/4/2024 General Trading Company	1,161.65
12/5/2024	12/4/2024 Amzn Mktp Us	420.39
12/5/2024	12/4/2024 Amazon Mark* Zl4bu6kn0	99.15
12/5/2024	12/4/2024 Amazon Reta* Zl3os3kt0	17.98
12/5/2024	12/4/2024 Swanston Equip Minot	73.77
12/5/2024	12/4/2024 Graybar Electric	162.80
12/5/2024	12/4/2024 Graybar Electric Company	(225.30)
12/5/2024	12/4/2024 Grainger	931.90
12/5/2024	12/4/2024 Acme Rents Minot	5.00
12/5/2024	12/4/2024 Waste Water Equipment	120.00
12/5/2024	12/4/2024 Acme Tools Minot	406.26
12/5/2024	12/4/2024 Travel Guard Group Inc	133.56
12/5/2024	12/4/2024 Wm Supercenter #1636	416.36
12/5/2024	12/5/2024 Gih*globalindustrialeq	114.94
12/5/2024	12/5/2024 Amazon Mark* Zl5ln8rj0	14.74
12/5/2024	12/5/2024 Amazon Reta* Zr6za2lm2	29.99
12/5/2024	12/5/2024 Lego	328.51
12/6/2024	12/4/2024 Menards Minot Nd	25.96
12/6/2024	12/4/2024 Hampton Inn Bismarck	99.00
12/6/2024	12/4/2024 Menards Minot Nd	18.96
12/6/2024	12/4/2024 Menards Minot Nd	49.06
12/6/2024	12/4/2024 Menards Minot Nd	47.91
12/6/2024	12/4/2024 United	(22.00)
12/6/2024	12/4/2024 United	(22.00)
12/6/2024	12/4/2024 United	(22.00)
12/6/2024	12/4/2024 Thomas Scientific Holdin	26.62
12/6/2024	12/4/2024 Menards Minot Nd	20.88
12/6/2024	12/4/2024 Menards Minot Nd	3.67

12/6/2024	12/4/2024 United	181.01
12/6/2024	12/4/2024 United	990.76
12/6/2024	12/5/2024 Amazon.Com*z11f94bv1	47.60
12/6/2024	12/5/2024 Best Buy 00010637	76.98
12/6/2024	12/5/2024 Amzn Mktp Us	79.95
12/6/2024	12/5/2024 Arrowhead Ace	16.58
12/6/2024	12/5/2024 Verizonwrlss	170.16
12/6/2024	12/5/2024 Spi*directv Service	152.99
12/6/2024	12/5/2024 Northwest Tire #4 Minot T	37.50
12/6/2024	12/5/2024 Heiman Fire Equipment	1,026.82
12/6/2024	12/5/2024 Nd Wsi	196.93
12/6/2024	12/5/2024 Paramount+	119.99
12/6/2024	12/5/2024 Paramount+	119.99
12/6/2024	12/5/2024 The Ups Store 1423	20.34
12/6/2024	12/5/2024 National Registry Emt	25.00
12/6/2024	12/5/2024 Sp Cm School Supply	512.17
12/6/2024	12/5/2024 Bestbuycom806999911198	56.95
12/6/2024	12/5/2024 Best Buy 00010637	132.94
12/6/2024	12/5/2024 Amzn Mktp Us	140.40
12/6/2024	12/5/2024 Delta Air	637.95
12/6/2024	12/5/2024 Allianz Travel Ins	35.09
12/6/2024	12/5/2024 Farstad Oil Minot	544.69
12/6/2024	12/5/2024 Acme Tools Minot	349.00
12/6/2024	12/5/2024 In *biddle Consulting Gro	2,095.00
12/6/2024	12/5/2024 In *kevins Plumbing And H	103.09
12/6/2024	12/5/2024 Best Buy 00010637	38.69
12/6/2024	12/6/2024 Amazon Mark* Zr6hy21t2	21.99
12/6/2024	12/6/2024 Dmi* Dell K-12/Govt	(89,816.42)
12/9/2024	12/5/2024 Cenex-Farmers Union Oil	27.98
12/9/2024	12/5/2024 Menards Minot Nd	67.04
12/9/2024	12/5/2024 Menards Minot Nd	251.95
12/9/2024	12/5/2024 Napa Parts 0027632	148.38
12/9/2024	12/5/2024 Menards Minot Nd	16.99
12/9/2024	12/5/2024 Menards Minot Nd	26.97
12/9/2024	12/5/2024 Menards Minot Nd	45.95
12/9/2024	12/5/2024 Paypal	950.00
12/9/2024	12/5/2024 Material Testing Services	1,586.00
12/9/2024	12/5/2024 Material Testing Services	1,042.13
12/9/2024	12/5/2024 Material Testing Services	1,027.43
12/9/2024	12/5/2024 Menards Minot Nd	24.88
12/9/2024	12/5/2024 Hobby Lobby #382	20.46
12/9/2024	12/6/2024 Acme Tools Minot	99.00
12/9/2024	12/6/2024 Schocks Safe And Lock Se	240.00
12/9/2024	12/6/2024 Delta Air	14.99
12/9/2024	12/6/2024 Allianz Travel Ins	27.94
12/9/2024	12/6/2024 Allegnt Air,gxg	190.00
12/9/2024	12/6/2024 Delta Air	487.98
12/9/2024	12/6/2024 Delta Air	4.99
12/9/2024	12/6/2024 Northwest Tire #4 Minot T	(37.50)
12/9/2024	12/6/2024 Acme Tools Minot	52.98
12/9/2024	12/6/2024 Menards Minot Nd	126.48
12/9/2024	12/6/2024 Overdrive Dist	75.00
12/9/2024	12/6/2024 Amazon Prime	14.99
12/9/2024	12/6/2024 Overdrive Dist	106.99
12/9/2024	12/6/2024 Overdrive Dist	149.98
12/9/2024	12/6/2024 Overdrive Dist	109.00
12/9/2024	12/6/2024 Rhi Supply Minot	68.17
12/9/2024	12/6/2024 Amazon Mktp	70.18
12/9/2024	12/6/2024 Verizonwrlss	29.45

12/9/2024	12/6/2024 Verizonwrlss	105.10
12/9/2024	12/6/2024 Butler Machinery Company	260.37
12/9/2024	12/6/2024 Gooseneck Implement	59.82
12/9/2024	12/6/2024 Linde Gas & Equipment Inc	453.20
12/9/2024	12/6/2024 Petco 2605	134.32
12/9/2024	12/6/2024 Streichers Mo	72.97
12/9/2024	12/6/2024 Amazon Reta* Zr1o33j00	23.21
12/9/2024	12/6/2024 Acme Tools Minot	35.88
12/9/2024	12/6/2024 Amzn Mktp Us	48.99
12/9/2024	12/6/2024 Steins- Minot	1,047.65
12/9/2024	12/6/2024 Menards Minot Nd	34.03
12/9/2024	12/6/2024 Border States Industries	22.06
12/9/2024	12/6/2024 Amazon Mktp	422.81
12/9/2024	12/6/2024 Grainger	33.47
12/9/2024	12/6/2024 Grainger	7.21
12/9/2024	12/6/2024 Fedex282872282425	49.29
12/9/2024	12/6/2024 Minot Afb Vs	64.47
12/9/2024	12/6/2024 Amazon.Com*zr2x13t80	89.99
12/9/2024	12/6/2024 Amzn Mktp Us	159.98
12/9/2024	12/6/2024 Target 00000851	90.30
12/9/2024	12/7/2024 Amazon Mktp	22.99
12/9/2024	12/7/2024 Menards Minot Nd	26.90
12/9/2024	12/7/2024 Py *pm2 Llc	85.00
12/9/2024	12/7/2024 Amazon Mark* Zr2md6p10	39.90
12/9/2024	12/7/2024 Amazon Mktp	36.79
12/9/2024	12/7/2024 Amazon Reta* Zr5sq2dd2	14.95
12/9/2024	12/7/2024 Fedex	29.40
12/9/2024	12/7/2024 Delta Air	795.96
12/9/2024	12/7/2024 Fhms, Inc.* Florida Ha	225.00
12/9/2024	12/7/2024 Amazon Mktp	87.27
12/9/2024	12/8/2024 Amazon Mark* Zr79d5fy1	47.98
12/9/2024	12/8/2024 Amazon Mark* Zr41y6my0	89.99
12/9/2024	12/8/2024 Lakeshore Learning Mater	58.97
12/9/2024	12/8/2024 Amazon Mktp	26.99
12/10/2024	12/9/2024 Paymentus Corporation	1.25
12/10/2024	12/9/2024 Nd Dept Of Envir Qual	50.00
12/10/2024	12/9/2024 Py *international Municip	514.00
12/10/2024	12/9/2024 Amazon Mktp	35.20
12/10/2024	12/9/2024 Py *international Municip	549.00
12/10/2024	12/9/2024 Fs *instadoodle	67.00
12/10/2024	12/9/2024 Fhms, Inc.* Florida Ha	225.00
12/10/2024	12/9/2024 Enerbase	30.96
12/10/2024	12/9/2024 Asfpm	180.00
12/10/2024	12/9/2024 Atssa	92.00
12/10/2024	12/9/2024 4imprint, Inc	2,436.44
12/10/2024	12/9/2024 American Water Works Asso	195.00
12/10/2024	12/9/2024 All American Trophies & S	1,306.00
12/11/2024	12/9/2024 North Prairie Rural Wate	54.91
12/11/2024	12/9/2024 Menards Minot Nd	55.44
12/11/2024	12/9/2024 Dmv Arrowhead Shopping C	23.50
12/11/2024	12/9/2024 Municipay(M3)*service Fe	1.50
12/11/2024	12/9/2024 Officemax/Depot 6513	229.46
12/11/2024	12/9/2024 Menards Minot Nd	20.73
12/11/2024	12/9/2024 Marketplace Foods S	602.28
12/11/2024	12/9/2024 North Prairie Rural Wate	109.56
12/11/2024	12/10/2024 Scheels Minot	61.98
12/11/2024	12/10/2024 Copquest Inc	179.90
12/11/2024	12/10/2024 Kfyr	2,157.41
12/11/2024	12/10/2024 Nor*northern Tool	679.99

12/11/2024	12/10/2024 Ebeltoft . Sickler . Lawy	105.00
12/11/2024	12/10/2024 Hlu*huluplus	92.98
12/11/2024	12/10/2024 Fire Safety Usa Inc	1,106.00
12/11/2024	12/10/2024 Fire Safety Usa Inc	555.00
12/11/2024	12/10/2024 Symbolarts, Llc	2,168.50
12/11/2024	12/10/2024 Fire Safety Usa Inc	3,647.00
12/11/2024	12/10/2024 Macs Minot, Nd	329.08
12/11/2024	12/10/2024 Tactacam	13.00
12/11/2024	12/10/2024 Fireside Office Solution	976.47
12/11/2024	12/10/2024 General Trading Company	66.17
12/11/2024	12/10/2024 Propio Language Services	2.75
12/11/2024	12/10/2024 Amazon Reta* Zx7vg15k2	552.00
12/11/2024	12/10/2024 Amazon Mark* Zr6pk28o1	67.98
12/11/2024	12/10/2024 Amazon Mktp1	203.80
12/11/2024	12/10/2024 Usps Po 3762880701	9.68
12/11/2024	12/10/2024 Amzn Mktp Us	26.49
12/11/2024	12/10/2024 North Country Sports	78.10
12/11/2024	12/10/2024 Amazon Mktp1	24.99
12/11/2024	12/10/2024 Nd Safety Council	380.00
12/11/2024	12/10/2024 Border States Industries	90.14
12/11/2024	12/11/2024 Tactacam	8.97
12/12/2024	12/9/2024 Paypal	743.60
12/12/2024	12/10/2024 Butler Machinery Company	290.78
12/12/2024	12/10/2024 Military Names Llc	33.50
12/12/2024	12/10/2024 Zoro Tools Inc	40.25
12/12/2024	12/10/2024 Menards Minot Nd	239.90
12/12/2024	12/10/2024 Menards Minot Nd	68.52
12/12/2024	12/10/2024 Softchoice Corporation	122.97
12/12/2024	12/11/2024 Sp Safetyvestndmore	121.50
12/12/2024	12/11/2024 Tst* Preferred Restaurant	25.79
12/12/2024	12/11/2024 Sq *the Bark Porch Inc	114.00
12/12/2024	12/11/2024 Target 00000851	62.98
12/12/2024	12/11/2024 Grainger	128.25
12/12/2024	12/11/2024 Macs Minot, Nd	107.72
12/12/2024	12/11/2024 In *northern Testing Inc	920.00
12/12/2024	12/11/2024 Amazon Reta* Zr5wp6uq1	39.99
12/12/2024	12/11/2024 Core & Main - Nd002	4,954.98
12/12/2024	12/11/2024 Amzn Mktp Us	40.11
12/12/2024	12/11/2024 Amzn Mktp Us	314.68
12/12/2024	12/11/2024 Amzn Mktp Us	73.99
12/12/2024	12/11/2024 Fredpryor Careertrack	399.00
12/12/2024	12/11/2024 Ndrin-Nd Land Records	30.00
12/12/2024	12/11/2024 Asfpm	180.00
12/12/2024	12/11/2024 Amzn Mktp Us	48.93
12/12/2024	12/11/2024 Wm Supercenter #1636	29.94
12/12/2024	12/11/2024 Amazon.Com*zx8794622	94.48
12/12/2024	12/11/2024 Py *swanson & Warcup, Ltd	116.00
12/12/2024	12/11/2024 Py *swanson & Warcup, Ltd	261.00
12/12/2024	12/11/2024 Py *swanson & Warcup, Ltd	87.00
12/12/2024	12/11/2024 Amazon Mark* Zx5p51ky2	158.03
12/12/2024	12/11/2024 Fhms, Inc.* Florida Ha	225.00
12/12/2024	12/11/2024 Ms* Thebismarckhotela	109.00
12/12/2024	12/11/2024 Amazon Mktp1	47.85
12/12/2024	12/11/2024 Py *swanson & Warcup, Ltd	1,015.00
12/12/2024	12/11/2024 Py *pm2 Llc	85.00
12/12/2024	12/11/2024 Cdw Govt #ab8zr2v	808.68
12/12/2024	12/11/2024 Cdl School Online	59.99
12/12/2024	12/12/2024 Ck Holiday # 06431	1.00
12/12/2024	12/12/2024 Ck Holiday # 06431	(1.00)

12/13/2024	12/11/2024 Zoro Tools Inc	24.99
12/13/2024	12/11/2024 Napa Parts 0027632	13.00
12/13/2024	12/11/2024 Menards Minot Nd	19.99
12/13/2024	12/11/2024 Menards Minot Nd	119.76
12/13/2024	12/11/2024 Rdo Equipment-Minot	230.99
12/13/2024	12/12/2024 Marketplace Foods	75.72
12/13/2024	12/12/2024 C And R Radiator	1,981.80
12/13/2024	12/12/2024 Harbor Freight Tools3246	29.99
12/13/2024	12/12/2024 Vzwrllss*apocc Visb	40.01
12/13/2024	12/12/2024 Petco 2605	374.08
12/13/2024	12/12/2024 Column Public Notice	39.00
12/13/2024	12/12/2024 Runnings Of Minot	99.99
12/13/2024	12/12/2024 Target 00000851	29.99
12/13/2024	12/12/2024 Tmg Business Services	1,897.50
12/13/2024	12/12/2024 Adobe *adobe	29.99
12/13/2024	12/12/2024 Arrowhead Ace	33.98
12/13/2024	12/12/2024 National Lock Supply Inc.	237.54
12/13/2024	12/12/2024 Iaao	240.00
12/13/2024	12/12/2024 Iaao	240.00
12/13/2024	12/12/2024 Amzn Mktp Us	28.89
12/13/2024	12/12/2024 Amazon.Com*z16qv2l72	42.10
12/13/2024	12/12/2024 Amazon.Com*zx1zo7vf0	50.36
12/13/2024	12/12/2024 Amazon.Com*zx8in0y82	73.80
12/13/2024	12/12/2024 Border States Industries	191.20
12/13/2024	12/12/2024 Tsi*service	910.52
12/13/2024	12/12/2024 Column Public Notice	51.48
12/13/2024	12/12/2024 Pens.Com	408.90
12/13/2024	12/12/2024 Core & Main - Nd002	87.08
12/13/2024	12/12/2024 Cdw Govt #ab8659e	177.12
12/13/2024	12/12/2024 Cdw Govt #ab8546v	204.97
12/13/2024	12/13/2024 Uline	214.30
12/13/2024	12/13/2024 Intl Code Council Inc	264.00
12/16/2024	12/12/2024 Menards Minot Nd	18.78
12/16/2024	12/12/2024 Napa Parts 0027632	153.52
12/16/2024	12/12/2024 Fedex283182498380	15.58
12/16/2024	12/12/2024 Menards Minot Nd	67.68
12/16/2024	12/12/2024 Rhi Supply Minot	150.94
12/16/2024	12/12/2024 Napa Parts 0027632	12.49
12/16/2024	12/12/2024 Bound Tree Medical Llc	114.98
12/16/2024	12/12/2024 Officemax/Depot 6513	115.79
12/16/2024	12/12/2024 Menards Minot Nd	48.96
12/16/2024	12/12/2024 Officemax/Depot 6513	89.99
12/16/2024	12/12/2024 Softchoice Corporation	245.94
12/16/2024	12/13/2024 Macs Minot, Nd	21.56
12/16/2024	12/13/2024 Sherwin-Williams703380	184.63
12/16/2024	12/13/2024 Amazon Mktpl	39.99
12/16/2024	12/13/2024 In *dakota Fire Extinguis	1,311.98
12/16/2024	12/13/2024 Macs Minot, Nd	9.37
12/16/2024	12/13/2024 Hampton Inns	99.00
12/16/2024	12/13/2024 Menards Minot Nd	13.96
12/16/2024	12/13/2024 Overdrive Dist	71.59
12/16/2024	12/13/2024 Fire Safety Usa Inc	15,262.50
12/16/2024	12/13/2024 Acme Tools Minot	(40.83)
12/16/2024	12/13/2024 Acme Tools Minot	40.83
12/16/2024	12/13/2024 Lowes Printing	749.90
12/16/2024	12/13/2024 Usps Po 3762880701	19.40
12/16/2024	12/13/2024 Best Buy 00010637	79.98
12/16/2024	12/13/2024 Acme Tools Minot	29.98
12/16/2024	12/13/2024 Acme Tools Minot	25.98

12/16/2024	12/13/2024 Menards Minot Nd	87.88
12/16/2024	12/13/2024 Prairie Supply Inc	405.00
12/16/2024	12/13/2024 Harbor Freight Tools3246	11.99
12/16/2024	12/13/2024 Fedex283229025412	12.25
12/16/2024	12/13/2024 The Home Depot #3703	31.88
12/16/2024	12/13/2024 Cdw Govt #ab9ef2p	265.94
12/16/2024	12/13/2024 Samsclub.Com	66.56
12/16/2024	12/13/2024 Odp Bus Sol Llc# 106513	17.83
12/16/2024	12/13/2024 Hobby Lobby #382	11.97
12/16/2024	12/13/2024 Nena	152.00
12/16/2024	12/13/2024 Ls Halberstadts Minot	514.96
12/16/2024	12/13/2024 Staples Inc	0.65
12/16/2024	12/14/2024 Menards Minot Nd	19.92
12/16/2024	12/14/2024 Uline	3,473.29
12/16/2024	12/14/2024 Galls	562.29
12/16/2024	12/14/2024 Zoom.Com 888-799-9666	15.99
12/16/2024	12/14/2024 Verizonwrlss	71.99
12/16/2024	12/14/2024 Verizonwrlss	372.58
12/16/2024	12/14/2024 National Registry Emt	25.00
12/16/2024	12/15/2024 Amazon Mktp	8.48
12/16/2024	12/15/2024 Amazon Mktp	7.99
12/16/2024	12/15/2024 Delta Air	35.00
12/16/2024	12/15/2024 Uber *trip	5.00
12/16/2024	12/15/2024 Uber *trip	19.96
12/16/2024	12/15/2024 Amazon.Com*z157c8h12	256.10
12/16/2024	12/15/2024 Vzwlss*apocc Visb	440.52
12/17/2024	12/16/2024 Minnesota Valley Testing	499.00
12/17/2024	12/16/2024 Ms* Thebismarckhotela	198.00
12/17/2024	12/16/2024 Www.Ndpelsboard.Org	110.00
12/17/2024	12/16/2024 Amsterdam Prnt & Litho	556.95
12/17/2024	12/16/2024 All American Trophies & S	27.00
12/17/2024	12/16/2024 Uber *trip	19.99
12/17/2024	12/16/2024 Delta Air	35.00
12/17/2024	12/16/2024 Uber *trip	3.00
12/17/2024	12/16/2024 Nor*northern Tool	299.99
12/17/2024	12/16/2024 Amazon Mktp	5.86
12/17/2024	12/16/2024 Amzn Mktp Us	82.40
12/17/2024	12/16/2024 Amazon Mark* Z199c0x00	26.95
12/17/2024	12/16/2024 B&h Photo 800-606-6969	358.20
12/17/2024	12/16/2024 Sp Sweepscrub.Com	93.58
12/17/2024	12/16/2024 Hach Company	155.68
12/17/2024	12/16/2024 Amazon Reta* Zx2h47w31	1,668.78
12/17/2024	12/16/2024 Vacuum & Sewing Center Of	79.99
12/17/2024	12/16/2024 Dakota Supply Group - Bis	131.45
12/17/2024	12/16/2024 Newman Signs	2,088.93
12/17/2024	12/16/2024 Bluebeam Inc.	4,950.00
12/17/2024	12/16/2024 Dmi* Dell K-12/Govt	12.02
12/17/2024	12/16/2024 Cdw Govt #ab9j69k	178.11
12/17/2024	12/16/2024 Cdw Govt #ab9py9u	576.18
12/17/2024	12/16/2024 Priority Dispatch Corp	129.00
12/17/2024	12/17/2024 Uline	995.80
12/18/2024	12/16/2024 American Association O	165.00
12/18/2024	12/16/2024 Rhi Supply Minot	19.78
12/18/2024	12/17/2024 Amzn Mktp Us	47.49
12/18/2024	12/17/2024 Minnesota Valley Testing	444.00
12/18/2024	12/17/2024 Wal-Mart #1636	103.38
12/18/2024	12/17/2024 Dacotah Paper Co	93.72
12/18/2024	12/17/2024 Dacotah Paper Co	1,184.82
12/18/2024	12/17/2024 Dacotah Paper Co	1,276.62

12/18/2024	12/17/2024 Dfc Company Cep	2,998.80
12/18/2024	12/17/2024 Dfc Company Cep	3,260.00
12/18/2024	12/17/2024 Dacotah Paper Co	399.50
12/18/2024	12/17/2024 Sq *fire Equipment Compan	243.00
12/18/2024	12/17/2024 Acme Tools Minot	739.52
12/18/2024	12/17/2024 Iema Online	429.00
12/18/2024	12/17/2024 Amazon Mark* Z98im6l92	136.98
12/18/2024	12/17/2024 Swanston Equip Minot	102.60
12/18/2024	12/17/2024 Scheels Minot	859.99
12/18/2024	12/17/2024 Amazon Reta* Z95px04h2	57.45
12/18/2024	12/17/2024 Nd Dept Of Envir Qual	325.00
12/18/2024	12/17/2024 Paymentus Corporation	8.13
12/18/2024	12/17/2024 Continental Metal Product	2,482.00
12/18/2024	12/17/2024 Lowes Printing	80.00
12/18/2024	12/17/2024 Acme Tools Minot	2,398.00
12/18/2024	12/17/2024 Ferguson Entprs 3094	97.13
12/18/2024	12/17/2024 Arrowhead Ace	1,499.00
12/18/2024	12/17/2024 Jimmy Johns - 1208	79.66
12/18/2024	12/17/2024 Macs Minot, Nd	105.46
12/18/2024	12/18/2024 Dmi* Dell K-12/Govt	419.98
12/19/2024	12/17/2024 Bismarck Residence Inn	99.00
12/19/2024	12/17/2024 Menards Minot Nd	59.97
12/19/2024	12/17/2024 Rhi Supply Minot	149.49
12/19/2024	12/17/2024 Ward County Recorder	20.00
12/19/2024	12/17/2024 Municipay(M3)*service Fe	1.50
12/19/2024	12/17/2024 Napa Parts 0027632	47.88
12/19/2024	12/17/2024 Napa Parts 0027632	109.63
12/19/2024	12/17/2024 Red Wing Shoes #825	200.00
12/19/2024	12/17/2024 Boot Barn #119	159.99
12/19/2024	12/17/2024 Boot Barn #119	184.99
12/19/2024	12/17/2024 Tst*mad Dogs British Pub	122.70
12/19/2024	12/17/2024 Menards Minot Nd	29.60
12/19/2024	12/17/2024 Rdo Equipment-Minot	2,046.60
12/19/2024	12/17/2024 Esri	1,824.00
12/19/2024	12/17/2024 Esri	1,824.00
12/19/2024	12/18/2024 Glass Doctor	588.79
12/19/2024	12/18/2024 In *dakota Fire Extinguis	50.00
12/19/2024	12/18/2024 Amazon Mktp	39.38
12/19/2024	12/18/2024 Amazon Mktp	448.98
12/19/2024	12/18/2024 Amazon Mktp	324.48
12/19/2024	12/18/2024 Minot Plumbing & Heating	559.73
12/19/2024	12/18/2024 Minot Plumbing & Heating	329.91
12/19/2024	12/18/2024 Macs Minot, Nd	19.27
12/19/2024	12/18/2024 At&t Payment	220.20
12/19/2024	12/18/2024 Att	51.00
12/19/2024	12/18/2024 Column Public Notice	555.36
12/19/2024	12/18/2024 Amzn Mktp Us	45.44
12/19/2024	12/18/2024 Muus Lumber And Hardware-	27.99
12/19/2024	12/18/2024 Batteries Plus #0639	176.35
12/19/2024	12/18/2024 Batteries Plus #0639	34.45
12/19/2024	12/18/2024 Dakota Fluid Power, Inc.	90.50
12/19/2024	12/18/2024 Acme Tools Minot	149.00
12/19/2024	12/18/2024 Acme Tools Minot	169.00
12/19/2024	12/18/2024 Acme Tools Minot	127.93
12/19/2024	12/18/2024 Core & Main - Nd002	838.44
12/19/2024	12/18/2024 Core & Main - Nd002	2,201.54
12/19/2024	12/18/2024 Acme Tools Minot	99.00
12/19/2024	12/18/2024 Core & Main - Nd002	11,712.97
12/19/2024	12/18/2024 Cdw Govt #ab9yw3y	200.64

12/19/2024	12/18/2024 Staples Inc	0.51
12/19/2024	12/19/2024 Pdq.Com	8,634.94
12/19/2024	12/19/2024 Amazon.Com*z15dd2yj0	54.81
12/20/2024	12/18/2024 Menards Minot Nd	52.68
12/20/2024	12/18/2024 Policassnnd	411.80
12/20/2024	12/18/2024 Menards Minot Nd	39.98
12/20/2024	12/18/2024 Menards Minot Nd	114.69
12/20/2024	12/18/2024 Rhi Supply Minot	84.23
12/20/2024	12/18/2024 Menards Minot Nd	33.90
12/20/2024	12/18/2024 Menards Minot Nd	109.83
12/20/2024	12/18/2024 Marathon Petro261917	53.73
12/20/2024	12/18/2024 Northern Plains Minot	636.64
12/20/2024	12/18/2024 Prairie Supply Inc	50.00
12/20/2024	12/18/2024 Carquest Auto	1.42
12/20/2024	12/18/2024 Carquest Auto	1,055.04
12/20/2024	12/18/2024 Menards Minot Nd	75.99
12/20/2024	12/18/2024 Doubletree Hotels	360.00
12/20/2024	12/18/2024 Municipay(M3)*service Fe	1.50
12/20/2024	12/18/2024 Dmv Arrowhead Shopping C	16.50
12/20/2024	12/18/2024 Doubletree Hotels	360.00
12/20/2024	12/18/2024 Officemax/Depot 6513	79.84
12/20/2024	12/18/2024 Menards Minot Nd	3.62
12/20/2024	12/18/2024 The Home Depot #3703	895.10
12/20/2024	12/18/2024 The Home Depot #3703	1,469.65
12/20/2024	12/18/2024 Prairie Supply Inc	60.00
12/20/2024	12/19/2024 Macs Minot, Nd	14.99
12/20/2024	12/19/2024 470 Auto Value - Minot	178.14
12/20/2024	12/19/2024 Fs Com Inc	926.00
12/20/2024	12/19/2024 Blauer Manufacturing	176.48
12/20/2024	12/19/2024 Amazon Mark* Z948k8q02	13.85
12/20/2024	12/19/2024 Amazon Mark* Z16fr92kl	9.34
12/20/2024	12/19/2024 Tsi*service	1,185.81
12/20/2024	12/19/2024 Frontier Precision Inc	230.00
12/20/2024	12/19/2024 Dacotah Paper Co	395.63
12/20/2024	12/19/2024 Uber *trip	19.90
12/20/2024	12/19/2024 Uber *trip	5.00
12/20/2024	12/19/2024 Minot Area Chamber	16.00
12/20/2024	12/19/2024 Expedia 72988829262088	59.48
12/20/2024	12/19/2024 Runnings Of Minot	12.59
12/20/2024	12/19/2024 Amazon Mktp	8.90
12/20/2024	12/19/2024 Poms Tire 158	1,821.36
12/20/2024	12/19/2024 Poms Tire 158	1,810.65
12/20/2024	12/19/2024 Batteries Plus #0639	244.05
12/20/2024	12/19/2024 Amazon Mktp	36.51
12/20/2024	12/19/2024 Amazon.Com*z936w1sd2	58.36
12/20/2024	12/19/2024 Book Farm Llc	75.87
12/20/2024	12/19/2024 Bluebeam Inc.	440.00
12/20/2024	12/20/2024 Und-Career Services-Cm	375.00
12/23/2024	12/19/2024 Menards Minot Nd	12.98
12/23/2024	12/19/2024 Pdq.Com	(602.44)
12/23/2024	12/19/2024 Napa Parts 0027632	4.21
12/23/2024	12/19/2024 Napa Parts 0027632	16.27
12/23/2024	12/19/2024 Hyatt Regency San Antoni	707.08
12/23/2024	12/19/2024 United	618.82
12/23/2024	12/19/2024 United	26.99
12/23/2024	12/19/2024 United	26.99
12/23/2024	12/19/2024 Poms Tire 158	(1,821.36)
12/23/2024	12/19/2024 Menards Minot Nd	351.87
12/23/2024	12/19/2024 Menards Minot Nd	10.00

12/23/2024	12/20/2024	Runnings Of Minot	439.78
12/23/2024	12/20/2024	Cenex-Enerbase	113.15
12/23/2024	12/20/2024	Napa Parts 0027632	58.66
12/23/2024	12/20/2024	Dish Network-One Time	209.10
12/23/2024	12/20/2024	In *bag Llc	150.00
12/23/2024	12/20/2024	Paypal	49.97
12/23/2024	12/20/2024	Paypal	218.00
12/23/2024	12/20/2024	Delta Air	35.00
12/23/2024	12/20/2024	Uber *trip	5.00
12/23/2024	12/20/2024	Hyatt Regency San Antoni	659.76
12/23/2024	12/20/2024	Uber *trip	27.95
12/23/2024	12/20/2024	Hyatt Regency San Antoni	659.76
12/23/2024	12/20/2024	Enerbase #28	29.64
12/23/2024	12/20/2024	Minot Plumbing & Heating	318.00
12/23/2024	12/20/2024	Nor*northern Tool	4,499.99
12/23/2024	12/20/2024	Rdo Equipment-Minot	460.05
12/23/2024	12/20/2024	Napa Parts 0027632	76.06
12/23/2024	12/20/2024	Schocks Safe And Lock Se	7.25
12/23/2024	12/20/2024	Amzn Mktp Us	1,499.00
12/23/2024	12/20/2024	North Dakota State U	500.00
12/23/2024	12/20/2024	At&t Payment	1,077.36
12/23/2024	12/20/2024	Gerdau Ameristeel Minot	41.20
12/23/2024	12/20/2024	Amazon Reta* Z17bd5ynl	206.34
12/23/2024	12/20/2024	Amzn Mktp Us	107.70
12/23/2024	12/20/2024	Macs Minot, Nd	37.99
12/23/2024	12/20/2024	Column Public Notice	170.04
12/23/2024	12/20/2024	Minot Veterinary Clinic	3,810.00
12/23/2024	12/21/2024	Vzwlrlss*my Vz Vb P	760.66
12/23/2024	12/21/2024	Paypal	98.59
12/23/2024	12/21/2024	Paypal	103.31
12/23/2024	12/21/2024	Paypal	322.76
12/23/2024	12/21/2024	Amazon Mktpl	7.99
12/23/2024	12/21/2024	Amazon Mark* Ze1aa3om2	79.98
12/23/2024	12/21/2024	Amazon.Com*ze30094t2	269.85
12/23/2024	12/21/2024	Amazon Mktpl	40.81
12/23/2024	12/21/2024	Menards Minot Nd	15.99
12/23/2024	12/21/2024	Scheels Minot	389.00
12/23/2024	12/21/2024	Amazon Mktpl	113.52
12/23/2024	12/22/2024	Amazon Mktpl	117.99
12/23/2024	12/22/2024	Amazon Reta* Z98k55k80	99.99
12/23/2024	12/22/2024	Sp The Badaxx	505.42
12/23/2024	12/22/2024	Delta Air	752.96
12/23/2024	12/23/2024	Vzwlrlss*mw M5761-01	59.99
12/24/2024	12/23/2024	Minnesota Valley Testing	499.00
12/24/2024	12/23/2024	Acme Tools Minot	4,219.99
12/24/2024	12/23/2024	Swanston Equip Minot	115.44
12/24/2024	12/23/2024	Google *youtube Tv	49.99
12/24/2024	12/23/2024	At&t Payment	91.92
12/26/2024	12/23/2024	Officemax/Depot 6513	79.99
12/26/2024	12/23/2024	Carquest Auto	39.96
12/26/2024	12/23/2024	Apa	635.00
12/26/2024	12/24/2024	Paypal	48.71
12/26/2024	12/24/2024	Iacp	620.00
12/26/2024	12/24/2024	National Registry Emt	25.00
12/26/2024	12/24/2024	Amazon Mktpl	1,047.61
12/26/2024	12/24/2024	Allianz Travel Ins	62.06
12/26/2024	12/24/2024	Delta Air	855.96
12/26/2024	12/25/2024	Att	344.99
12/26/2024	12/25/2024	Att	45.96

12/26/2024	12/25/2024 Att	767.95
12/26/2024	12/25/2024 Att	193.92
12/26/2024	12/25/2024 Att	483.04
12/26/2024	12/25/2024 Att	137.88
12/26/2024	12/26/2024 Dmi* Dell K-12/Govt	1,686.81
12/27/2024	12/26/2024 Sq *american Truck And Tr	193.02
12/27/2024	12/26/2024 Wpy*amplified Analysis So	450.00
12/27/2024	12/26/2024 Dakota Supply Group - Ws	1,100.01
12/27/2024	12/26/2024 B&h Photo 800-606-6969	124.38
12/27/2024	12/26/2024 Usps Po 3762880701	189.80
12/27/2024	12/26/2024 Priority Dispatch Corp	387.00
12/27/2024	12/27/2024 Netflix, Inc.	(22.99)
12/27/2024	12/27/2024 Amazon Reta* Z92wt4rl1	6.89
12/30/2024	11/9/2024	(24.97)
12/30/2024	12/26/2024 Menards Minot Nd	(10.74)
12/30/2024	12/26/2024 Menards Minot Nd	10.74
12/30/2024	12/26/2024 Menards Minot Nd	9.99
12/30/2024	12/26/2024 Enerbase #28	26.27
12/30/2024	12/26/2024 Menards Minot Nd	16.58
12/30/2024	12/26/2024 Napa Parts 0027632	87.25
12/30/2024	12/26/2024 The Home Depot #3703	71.90
12/30/2024	12/26/2024 Napa Parts 0027632	29.58
12/30/2024	12/26/2024 Fedex283725518125	48.67
12/30/2024	12/27/2024 Menards Minot Nd	67.47
12/30/2024	12/27/2024 In *g & P Commercial Sale	110.67
12/30/2024	12/27/2024 Napa Parts 0027632	17.64
12/30/2024	12/27/2024 Amzn Mktp Us	113.96
12/30/2024	12/27/2024 Amzn Mktp Us	106.56
12/30/2024	12/27/2024 Harbor Freight Tools3246	39.99
12/30/2024	12/27/2024 Frontier Precision Inc	563.96
12/30/2024	12/27/2024 Amzn Mktp Us	71.12
12/30/2024	12/27/2024 Officemax/Depot 6513	90.96
12/30/2024	12/27/2024 N Dakota Real Estate App	390.00
12/30/2024	12/27/2024 Hlu*huluplus	2.99
12/30/2024	12/27/2024 Cole Papers	361.57
12/30/2024	12/27/2024 Hlu*huluplus	2.99
12/30/2024	12/27/2024 Netflix.Com	22.99
12/30/2024	12/27/2024 Menards Minot Nd	46.59
12/30/2024	12/27/2024 Bound Tree Medical Llc	213.48
12/30/2024	12/27/2024 Officemax/Depot 6513	39.99
12/30/2024	12/27/2024 The Computer Store	59.98
12/30/2024	12/27/2024 Best Buy 00010637	104.97
12/30/2024	12/27/2024 Macs Minot, Nd	3.49
12/30/2024	12/27/2024 Batteries Plus #0639	17.95
12/30/2024	12/27/2024 Harbor Freight Tools3246	63.98
12/30/2024	12/27/2024 Staples Inc	37.18
12/30/2024	12/28/2024 Menards Minot Nd	101.22
12/30/2024	12/28/2024 Officemax/Depot 6513	29.69
12/30/2024	12/28/2024 At&t Payment	954.99
12/30/2024	12/28/2024 At&t Payment	438.97
12/30/2024	12/28/2024 Dlx For Smallbusiness	961.89
12/30/2024	12/29/2024 Crunchyroll	11.99
12/30/2024	12/29/2024 Crunchyroll	11.99
12/30/2024	12/29/2024 Chewy.Com	86.80

\$ 312,713.99



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: January 6, 2025

SUBJECT: GAMING SITE AUTHORIZATION - PRAIRIE GRIT ADAPTIVE SPORTS

I. RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for Prairie Grit Adaptive Sports to conduct a raffle on March 7, 2025 at the Sleep Inn & Suites located at 2400 10th St SW.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail

Site approvals by the City Council are then approved by the State of ND Attorney General's Office. The site authorization will be for electronic pull tab devices to be placed at the new location of the Starving Rooster.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: January 6, 2025

SUBJECT: GAMING SITE AUTHORIZATION - COMPANIONS FOR CHILDREN

I. RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for Companions for Children to conduct a raffle on February 1, 2025 at the Clarion Hotel Convention Center located at 2200 E Burdick Exwy.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail

Site approvals by the City Council are then approved by the State of ND Attorney General's Office. The site authorization will be for electronic pull tab devices to be placed at the new location of the Starving Rooster.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor Ross
Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: January 6, 2025

SUBJECT: 2024 PAVEMENT MARKINGS - FINAL PAYMENT (4800)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$19,128.68 to be paid to West River Striping Company.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

This is the annual maintenance project to stripe pavement markings throughout the City's streets. This project maintains all pavement markings on all of the City of Minot roads.

B. Proposed Project

Work for this project took place during the summer months with substantial completion on September 13, 2024.

C. Recommendation Detail

On February 14, 2024, at 10:00 AM, bids were opened for this project. West River Striping Company was the low bidder. Now that the project is finished, the City is obligated to submit final payment to West River Striping and close out the project.

IV. IMPACT

A. Aspirations

This item achieves the aspirations of Safe and Welcoming.

B. Service/Delivery Impact:

The 2024 Pavement Marking Improvement project was budgeted within the Traffic Division's Streets Alleys and Roadway Maintenance.

C. Fiscal Impact

Project Costs

Original Contract Price - \$234,243.90

Change Order - (\$42,957.15)

Final Project Costs - \$191,286.75

VI. ALTERNATIVES

N/A

CITY OF MINOT
WARD COUNTY, ND
2024 PAVEMENT MARKINGS
PROJECT NO. 4800



STATE OF NORTH DAKOTA

CITY HALL

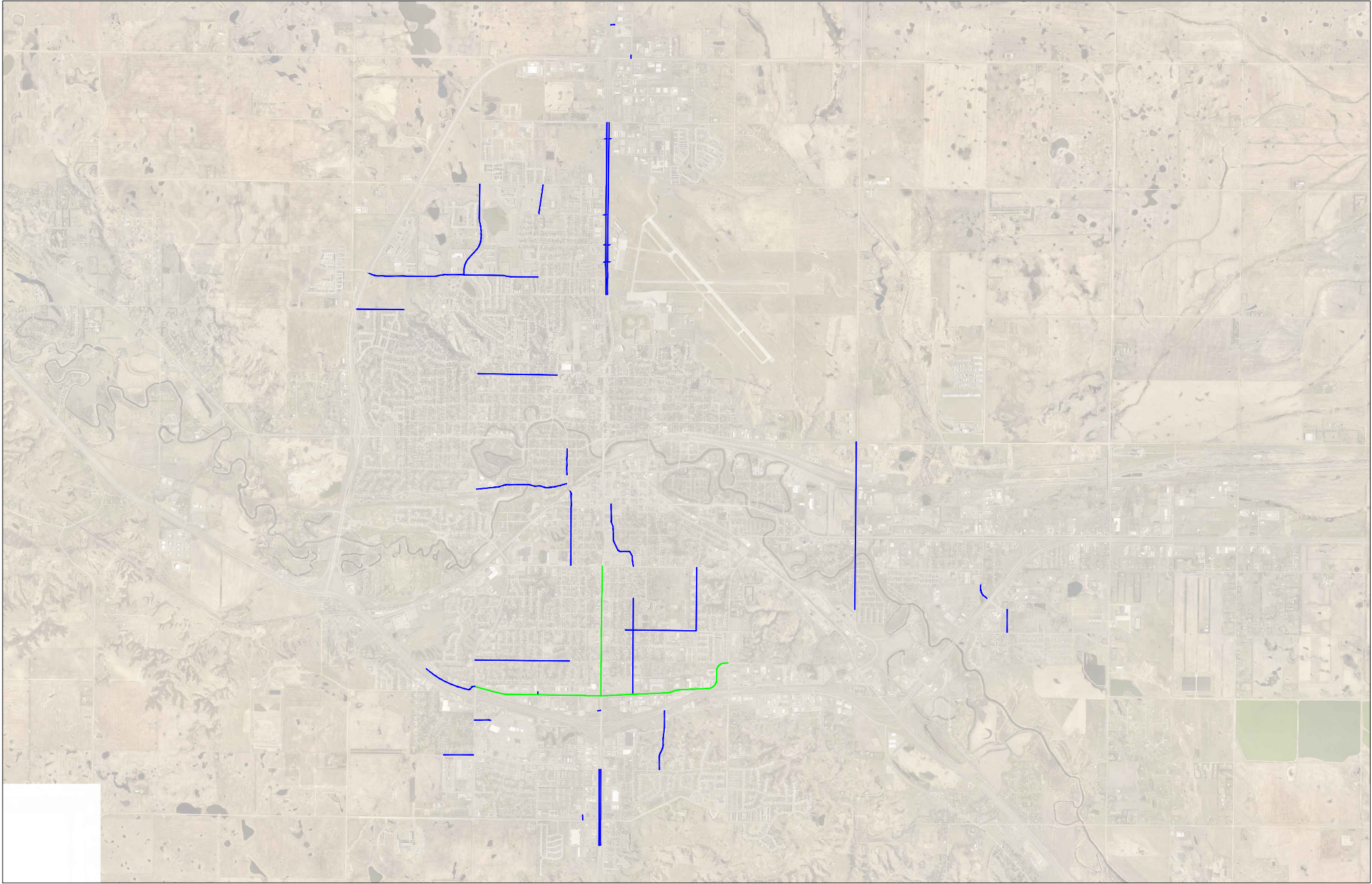
10 3RD AVE SW, MINOT, ND 58701

PUBLIC WORKS & ENGINEERING

1025 31ST ST SE, MINOT, ND 58701

SHEET INDEX

SHEET	DRAWING
1	COVER SHEET & INDEX
2	LONG LINE LAYOUT
3	LONG LINE BREAKDOWN
4	ARROW BREAKDOWN
5	STOP BARS & CROSSWALKS
6	STOP BAR BREAKDOWN
7	CROSSWALK BREAKDOWN
8	QUANTITY SUMMARY



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.

Lance Meyer
LANCE MEYER, P.E. CITY ENGINEER
PE-7121 2/16/2024
LIC. NO. DATE



2024 PAVEMENT MARKINGS
COVER SHEET & INDEX

Surveyed by	SJ
Drawn by	AR
Designed by	AR
Date	02/16/2024
Project No.	4800

SHEET
1 OF 8

Date of Issuance:	12/17/2024	Effective Date:	12/17/2024
Owner:	City of Minot	Owner's Contract No.:	4800
Contractor:	Traffic Engineer	Contractor's Project No.:	
Engineer:	West River Striping, Inc.	Engineer's Project No.:	4800
Project:	2024 Pavement Markings	Contract Name:	2024 Pavement Markings

The contract is modified as follows upon execution of this Change Order:
Description: Balancing Contract Quantity to equal Final Quantity Installed

Attachments: Exhibit A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>234,243.90</u>	Original Contract Times: Substantial Completion: <u>September 13, 2024</u> Ready for Final Payment: <u>September 27, 2024</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>September 13, 2024</u> Ready for Final Payment: <u>September 27, 2024</u> Dates
Contract Price prior to this Change Order: \$ <u>234,243.90</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 13, 2024</u> Ready for Final Payment: <u>September 27, 2024</u> days or dates
Decrease of this Change Order: \$ <u>(42,957.15)</u>	Decrease of this Change Order: Substantial Completion: <u>September 13, 2024</u> Ready for Final Payment: <u>September 27, 2024</u> days or dates
Contract Price incorporating this Change Order: \$ <u>191,286.75</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 13, 2024</u> Ready for Final Payment: <u>September 27, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>Patty Weatherly</u> Contractor (Authorized Signature)
Title: <u>Traffic Engineer</u>	Title: <u>City Engineer</u>	Title: <u>Accounting Controller</u>
Date: <u>12/17/24</u>	Date: <u>12/17/24</u>	Date: <u>12/17/24</u>

EXHIBIT A
FINAL BALANCING CHANGE ORDER

DESCRIPTION OF CHANGES

<u>Item No. & Description</u>	<u>Unit</u>	<u>Plan Quantity</u>	<u>Unit Price</u>	<u>Installed Quantity</u>	<u>Difference</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
2 4IN PAINTED PVMT MK LINE - YELLOW	LF	33,727	0.49	32,247	-1,480	-\$725.20	
3 4IN PAINTED PVMT MK LINE - WHITE	LF	12,847	0.49	15,523	2,676		\$1,311.24
4 8IN PAINTED PVMT MK LINE - WHITE	LF	5,932	0.98	2,610	-3,322	-\$3,255.56	
5 4IN EPOXY PVMT MK LINE - YELLOW	LF	71,028	0.86	66,495	-4,533	-\$3,898.38	
6 4IN EPOXY PVMT MK LINE - WHITE	LF	51,130	0.86	41,949	-9,181	-\$7,895.66	
7 6IN EPOXY PVMT MK LINE - WHITE	LF	1,800	5.33	1,125	-675	-\$3,597.75	
8 8IN EPOXY PVMT MK LINE - WHITE	LF	25,818	1.68	14,879	-10,939	-\$18,377.52	
9 24IN EPOXY PVMT MK LINE - WHITE	LF	990	15.74	566	-424	-\$6,673.76	
10 EPOXY PVMT MK MESSAGE ARROWS	SF	592	19.43	600	8		\$155.44
TOTAL						-\$44,423.83	\$1,466.68
NET CHANGE IN CONTRACT PRICE						-\$42,957.15	

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4800
Engineer:	Traffic Engineer	Engineer's Project No.:	4800
Contractor:	West River Striping, Inc.	Contractor's Project No.:	
Project:	2024 Pavement Markings		
Contract:	2024 Pavement Markings		
Application No.:	2	Application Date:	12/16/2024
Application Period:	From 9/13/2024	to	9/19/2024

1. Original Contract Price	\$	234,243.90
2. Net change by Change Orders	\$	(42,957.15)
3. Current Contract Price (Line 1 + Line 2)	\$	191,286.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	191,286.75
5. Retainage		
a. 0% X \$ 191,286.75 Work Completed	\$	-
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	191,286.75
7. Less previous payments (Line 6 from prior application)	\$	172,158.07
8. Amount due this application	\$	19,128.68
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: West River Striping Company

Signature: Patty Weatherly Patty Weatherly (Dec 17, 2024 13:09 CST) **Date:** 12/17/24

Recommended by Engineer	Approved by Owner
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: Traffic Engineer	Title: City Engineer
Date: 12/17/24	Date: 12/17/24



Doing Business as



West River Striping Company

3101 37th St. NW
Mandan, ND 58554
Phone (701) 751-5822
Fax (701) 751-5826

<u>Project</u>	<u>Job #</u>	<u>Location</u>	<u>State</u>	<u>Date</u>
2024 Pavement Markings	Proj 4800	Minot	ND	December 16, 2024

Bill To: City of Minot
PO Box 5006
Minot, ND 58702-5006

Invoice Date 12/16/2024
Invoice # 1024-1
WRS Job# ND1024

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount Due</u>
1	Mobilization	L SUM	1.000	\$20,500.00	\$ 20,500.00
2	Painted Pvmt Mkg 4" Line Yellow	LF	32,247.000	\$0.49	\$ 15,801.03
3	Painted Pvmt Mkg 4" Line White	LF	15,523.000	\$0.49	\$ 7,606.27
4	Painted Pvmt Mkg 8" Line White	LF	2,610.000	\$0.98	\$ 2,557.80
5	Epoxy Pvmt Mkg 4" Line Yellow	LF	66,495.000	\$0.86	\$ 57,185.70
6	Epoxy Pvmt Mkg 4" Line White	LF	41,949.000	\$0.86	\$ 36,076.14
7	Epoxy Pvmt Mkg 6" Line White	LF	1,125.000	\$5.33	\$ 5,996.25
8	Epoxy Pvmt Mkg 8" Line White	LF	14,879.000	\$1.68	\$ 24,996.72
9	Epoxy Pvmt Mkg 24" Line White	LF	566.000	\$15.74	\$ 8,908.84
10	Epoxy Pvmt Mkg Message Arrow White	SF	600.000	\$19.43	\$ 11,658.00

Balance Due this Estimate	\$	191,286.75
Current Retainage 0% \$	-	
Previous Retainage 0% \$	-	
Total Retainage	\$	-
Previous Payment	\$	-
Current Amount Due	\$	191,286.75

Total Contract to Date \$ 191,286.75

If you have any questions regarding this invoice please call Patty Weatherly at 701-751-5822 or patty@3dspecialties.com

4800 - Pay App 2 Final

Final Audit Report

2024-12-17

Created:	2024-12-17
By:	Stephen Joersz (stephen.joersz@minotnd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUd_oWzeLrAaucnz5QUvzggTjRywk_3KB

"4800 - Pay App 2 Final" History

-  Document created by Stephen Joersz (stephen.joersz@minotnd.gov)
2024-12-17 - 7:06:04 PM GMT
-  Document emailed to Patty Weatherly (patty@3dspecialties.com) for signature
2024-12-17 - 7:06:13 PM GMT
-  Document emailed to Lance Meyer (lance.meyer@minotnd.gov) for signature
2024-12-17 - 7:06:13 PM GMT
-  Document emailed to Stephen Joersz (stephen.joersz@minotnd.gov) for signature
2024-12-17 - 7:06:13 PM GMT
-  Email viewed by Lance Meyer (lance.meyer@minotnd.gov)
2024-12-17 - 7:07:31 PM GMT
-  Document e-signed by Lance Meyer (lance.meyer@minotnd.gov)
Signature Date: 2024-12-17 - 7:08:28 PM GMT - Time Source: server
-  Email viewed by Patty Weatherly (patty@3dspecialties.com)
2024-12-17 - 7:08:39 PM GMT
-  Document e-signed by Patty Weatherly (patty@3dspecialties.com)
Signature Date: 2024-12-17 - 7:09:53 PM GMT - Time Source: server
-  Document e-signed by Stephen Joersz (stephen.joersz@minotnd.gov)
Signature Date: 2024-12-17 - 7:12:54 PM GMT - Time Source: server
-  Agreement completed.
2024-12-17 - 7:12:54 PM GMT



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: January 6, 2025

SUBJECT: 2024 STREET IMPROVEMENT CSA - FINAL PAYMENT (4802.1)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$45,978.10 to be paid to Keller Paving & Landscaping, Inc.

II. DEPARTMENT CONTACT PERSONS

Jesse Hoffart, Project Manager, 701-857-4117
Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

This is the annual maintenance project to repair and rehabilitate streets that are showing moderate to severe pavement distresses. Mill and overlays, leveling, cement stabilized base, asphalt reconstruction and other treatments to distressed streets will improve ride and safety, and increase the pavement life. This project's scope is focused on roads that were reconstructed with a cement stabilized base.

The \$8 million Street Maintenance budget will be split between this street improvement project, the street seal project, the concrete pavement rehab project, the street patching project, and the microsurfacing project.

B. Proposed Project

This project originally included 2 proposed areas of work. Half of 1 area, Foothills Road, was removed from the project to keep costs within the allotted Street Maintenance budget. Foothills Road was lower on priority to be reconstructed, so it was selected to be removed from the project. However, Foothills Road is currently planned to be included in the 2025 Street Improvement project.

Area	Description/Location
1	Evergreen Avenue & Foothills Road
2	20th Ave SW Frontage Road, from 16th St SW to 4th St SW

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 & Landscaping, Inc. and close out the project.

IV. IMPACT

A. Aspirations

Resilient and Prepared – This project moves us in the right direction as we work to address our roadway maintenance backlog.

Excellent and Connected – This project directly addresses what residents have said they wanted to see: better roadway maintenance.

B. Service/Delivery Impact:

This project provided needed maintenance and rehabilitation of existing infrastructure throughout the City to extend the life of the roadways.

C. Fiscal Impact

The project was paid for from the Street Improvements line item in the Engineering Department budget.

Project Costs

Contractor's Bid Price	\$ 2,409,475.33
Foothills Road Removal	\$ -488,501.36
New Contract Price	\$ 1,920,973.97
Final Construction Cost	\$ 2,027,625.73

Project Funding

Street	\$ 8,000,000.00
--------	-----------------

Maintenance

Account No. 10038000-
44508

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4802.1
Engineer:	City Engineer	Engineer's Project No.:	4802.1
Contractor:	Keller Paving and Landscaping, Inc.	Contractor's Project No.:	
Project:	2024 Street Improvement - 4802.1		
Contract:	2024 Street Improvement - 4802.1		
Application No.:	2-Final	Application Date:	12/11/2024
Application Period:	From 8/31/2024	to	10/4/2024

1. Original Contract Price	\$	2,409,475.33
2. Net change by Change Orders		(\$381,849.60)
3. Current Contract Price (Line 1 + Line 2)	\$	2,027,625.73
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,027,625.73
5. Retainage		
a. 0% X \$ 2,027,625.73 Work Completed	\$	-
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,027,625.73
7. Less previous payments (Line 6 from prior application)	\$	1,981,647.63
8. Amount due this application	\$	45,978.10
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:

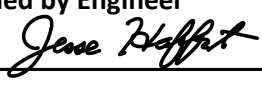
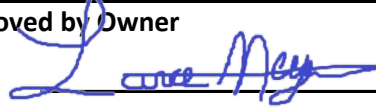
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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 & Landscaping, Inc.

Signature:  **Date:** 12/11/2024

Recommended by Engineer	Approved by Owner
By: 	By: 
Title: Project Manager, City of Minot	Title: City Engineer
Date: 12/12/2024	Date: 12/16/2024

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

Owner:	City of Minot	Owner's Project No.:	4802.1
Engineer:	City Engineer	Engineer's Project No.:	4802.1
Contractor:	Keller Paving and Landscaping, Inc.	Contractor's Project No.:	
Project:	2024 Street Improvement - 4802.1		
Contract:	2024 Street Improvement - 4802.1		

Application No.:	2-Final	Application Period:	From	08/31/24	to	10/04/24	Application Date:	12/11/24
------------------	---------	---------------------	------	----------	----	----------	-------------------	----------

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
1	CONTRACT BOND	1.00	LS	10,500.00	10,500.00	1.00	10,500.00		10,500.00	100%	-
2	MOBILIZATION - 20th Ave SW Frontage Road	1.00	LS	35,000.00	35,000.00	1.00	35,000.00		35,000.00	100%	-
3	MOBILIZATION - Evergreen Ave SW & Foothills RD SW	1.00	LS	35,000.00	35,000.00	1.00	35,000.00		35,000.00	100%	-
4	TRAFFIC CONTROL TYPE 1 - 20th Ave SW Frontage Road	1.00	LS	25,000.00	25,000.00	1.00	25,000.00		25,000.00	100%	-
5	TRAFFIC CONTROL TYPE 1 - Evergreen Ave SW & Foothills RD SW	1.00	LS	25,000.00	25,000.00	1.00	25,000.00		25,000.00	100%	-
6	STORM DRAIN INLET PROTECTION	1.00	EA	350.00	350.00	1.00	350.00		350.00	100%	-
7	DITCH CHECK - FIBER ROLLS 12"	200.00	LF	7.50	1,500.00	200.00	1,500.00		1,500.00	100%	-
8	SILT FENCE	0.00	LF	15.00	-	-	-		-	-	-
9	REMOVE SIDEWALK	213.50	SY	23.00	4,910.50	213.50	4,910.50		4,910.50	100%	-
10	REMOVE DRIVEWAY PAVEMENT	9.50	SY	19.00	180.50	9.50	180.50		180.50	100%	-
11	REMOVE CURB & GUTTER	1,284.00	LF	26.00	33,384.00	1,284.00	33,384.00		33,384.00	100%	-
12	REMOVE VALLEY GUTTER	123.70	SY	23.00	2,845.10	123.70	2,845.10		2,845.10	100%	-
13	REMOVE BITUMINOUS PAVEMENT	44.00	SY	19.00	836.00	44.00	836.00		836.00	100%	-
14	MILL PAVEMENT	23,194.00	SY	6.25	144,962.50	23,194.00	144,962.50		144,962.50	100%	-
15	REMOVE PIPE - STORM SEWER (ALL SIZES AND TYPES)	105.00	LF	225.00	23,625.00	105.00	23,625.00		23,625.00	100%	-
16	REMOVE CATCH BASIN STRUCTURE AND CASTING	1.00	EA	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
17	SALVAGE AND REINSTALL SIGN	3.00	EA	350.00	1,050.00	3.00	1,050.00		1,050.00	100%	-
18	SALVAGE AND REINSTALL MAILBOX	0.00	EA	350.00	-	-	-		-	-	-
19	ADJUST CASTING	14.00	EA	1,250.00	17,500.00	14.00	17,500.00		17,500.00	100%	-
20	ADJUST GATE VALVE BOX	14.00	EA	350.00	4,900.00	14.00	4,900.00		4,900.00	100%	-
21	REPLACE CASTING - MANHOLE	4.00	EA	2,000.00	8,000.00	4.00	8,000.00		8,000.00	100%	-
22	REPLACE CASTING - SINGLE CATCH BASIN	2.00	EA	1,650.00	3,300.00	2.00	3,300.00		3,300.00	100%	-
23	REPLACE CASTING - DOUBLE CATCH BASIN	2.00	EA	2,750.00	5,500.00	2.00	5,500.00		5,500.00	100%	-
24	REPLACE VALVE BOX TOP SECTION	14.00	EA	1,500.00	21,000.00	14.00	21,000.00		21,000.00	100%	-
25	COMMON EXCAVATION	383.50	CY	29.00	11,121.50	383.50	11,121.50		11,121.50	100%	-
26	TOPSOIL - IMPORT	1,378.74	CY	49.00	67,558.26	1,378.74	67,558.26		67,558.26	100%	-
27	MUCK EXCAVATION (FOR UNSUITABLE BACKFILL)	0.00	CY	40.00	-	-	-		-	-	-
28	IMPORTED BACKFILL	0.00	CY	29.00	-	-	-		-	-	-
29	STORM SEWER PIPE - 15" RCP, CL III	58.00	LF	150.00	8,700.00	58.00	8,700.00		8,700.00	100%	-
30	CATCH BASIN MANHOLE (48" DIAMETER)	1.00	EA	1,250.00	1,250.00	1.00	1,250.00		1,250.00	100%	-
31	CONNECT TO EXISTING STRUCTURE	2.00	EA	5,500.00	11,000.00	2.00	11,000.00		11,000.00	100%	-
32	AGGREGATE BASE - CLASS 5	836.00	TN	37.75	31,559.00	836.00	31,559.00		31,559.00	100%	-
33	CEMENT STABILIZED BASE	23,331.00	SY	16.50	384,961.50	23,331.00	384,961.50		384,961.50	100%	-
34	BITUMINOUS TACK COAT	1,197.00	GAL	6.00	7,182.00	1,197.00	7,182.00		7,182.00	100%	-
35	HOT MIX ASPHALT (HMA) FAA 43 PG 58S-28	5,378.82	TN	103.00	554,018.46	5,378.82	554,018.46		554,018.46	100%	-
36	BITUMINOUS LEVELING	14.00	TN	206.00	2,884.00	14.00	2,884.00		2,884.00	100%	-
37	HMA FULL DEPTH PATCH	4,044.00	SF	7.10	28,712.40	4,044.00	28,712.40		28,712.40	100%	-
38	CONCRETE CURB & GUTTER (ALL TYPES 24" WIDE)	1,757.00	LF	66.00	115,962.00	1,757.00	115,962.00		115,962.00	100%	-
39	CONCRETE CURB & GUTTER (MOUNTABLE 30" WIDE)	612.00	LF	70.00	42,840.00	612.00	42,840.00		42,840.00	100%	-
40	VALLEY GUTTER - CLASS ASE	157.10	SY	143.42	22,531.28	157.10	22,531.28		22,531.28	100%	-
41	DRIVEWAY PAVEMENT	9.50	SY	143.42	1,362.49	9.50	1,362.49		1,362.49	100%	-
42	4" CONCRETE SIDEWALK	172.00	SY	113.00	19,436.00	172.00	19,436.00		19,436.00	100%	-
43	6" CONCRETE SIDEWALK	22.90	SY	126.00	2,885.40	22.90	2,885.40		2,885.40	100%	-
44	PIGMENTED IMPRINTED CONCRETE	57.50	SY	170.00	9,775.00	57.50	9,775.00		9,775.00	100%	-

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

Owner:	City of Minot	Owner's Project No.:	4802.1
Engineer:	City Engineer	Engineer's Project No.:	4802.1
Contractor:	Keller Paving and Landscaping, Inc.	Contractor's Project No.:	
Project:	2024 Street Improvement - 4802.1		
Contract:	2024 Street Improvement - 4802.1		

Application No.:	2-Final	Application Period:	From	08/31/24	to	10/04/24	Application Date:	12/11/24
------------------	---------	---------------------	------	----------	----	----------	-------------------	----------

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
45	DETECTABLE WARNING PANEL	130.00	SF	90.00	11,700.00	130.00	11,700.00		11,700.00	100%	-
46	PAINT PVMT MK 4" LINE - YELLOW	1,690.00	LF	1.50	2,535.00	1,690.00	2,535.00		2,535.00	100%	-
47	PAINT PVMT MK 4" LINE - WHITE	5,831.00	LF	1.50	8,746.50	5,831.00	8,746.50		8,746.50	100%	-
48	PAINT PVMT MK 6" LINE - WHITE	120.00	LF	9.00	1,080.00	120.00	1,080.00		1,080.00	100%	-
49	EPOXY PVMT MK 24" LINE - WHITE	0.00	LF	11.50	-	-	-		-		-
50	SEEDING (SUNNY MIX)	15,289.00	SY	2.40	36,693.60	15,289.00	36,693.60		36,693.60	100%	-
51	HYDRAULIC MULCH	1,075.00	SY	1.00	1,075.00	1,075.00	1,075.00		1,075.00	100%	-
52	EROSION CONTROL BLANKET (ECB TYPE 2)	14,214.00	SY	2.66	37,809.24	14,214.00	37,809.24		37,809.24	100%	-
53	CURB 6 IN	69.00	LF	95.00	6,555.00	69.00	6,555.00		6,555.00	100%	-
54	SHOULDER PREPARATION	3,602.00	LF	6.75	24,313.50	3,602.00	24,313.50		24,313.50	100%	-
55	SHOULDER MILLINGS PLACEMENT WITH FOG SEAL	3,602.00	LF	10.00	36,020.00	3,602.00	36,020.00		36,020.00	100%	-
56	RESHAPING FORESLOPES AND DITCH BOTTOM	16,004.00	SY	6.00	96,024.00	16,004.00	96,024.00		96,024.00	100%	-
57	REMOVE LARGE ROCKS (APPROX 12" DIAMETER OR LESS)	65.00	SY	43.00	2,795.00	65.00	2,795.00		2,795.00	100%	-
58	SALVAGE AND REINSTALL LANDSCAPING ROCKS	5.00	SY	50.00	250.00	5.00	250.00		250.00	100%	-
59	CURB STOP CASTING COVER & LID FOR CURB STOPS IN SIDEWALK	1.00	EA	650.00	650.00	1.00	650.00		650.00	100%	-
60	REMOVE FIBER ROLLS	200.00	LF	7.50	1,500.00	200.00	1,500.00		1,500.00	100%	-
61	PAINT PVMT MK 24" LINE - WHITE	100.00	LF	11.50	1,150.00	100.00	1,150.00		1,150.00	100%	-
62	1.5" MILL AND FILL	946.00	SF	13.50	12,771.00	946.00	12,771.00		12,771.00	100%	-
63	CB FALSE WALL	1.00	EA	1,250.00	1,250.00	1.00	1,250.00		1,250.00	100%	-
64	GV BOX FULL DEPTH REPAIR	4.00	EA	1,500.00	6,000.00	4.00	6,000.00		6,000.00	100%	-
65	LOOP DETECTOR REPLACEMENT	1.00	LS	5,625.00	5,625.00	1.00	5,625.00		5,625.00	100%	-
Totals					\$ 2,027,625.73		\$ 2,027,625.73	\$ -	\$ 2,027,625.73	100%	\$ -
Change Orders											
					-		-		-		-
					-		-		-		-
Change Order Totals					\$ -		\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders											
Project Totals					\$ 2,027,625.73		\$ -	\$ -	\$ 2,027,625.73	100%	\$ -



TO: Mayor Ross
Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: January 6, 2025

SUBJECT: 2024 WATERMAIN REPLACEMENT - FINAL PAYMENT (4798)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment for the 2024 Watermain Replacement Project to Post Construction, Inc. in the amount of \$25,380.91.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Each year, the Water and Sewer Department budgets funds for watermain replacement in areas where old watermains are in poor condition. This year, \$2 million was allocated for this project. The area was chosen based on being an area that required significant maintenance repairing watermain breaks.

B. Proposed Project

Work for this project this year will concentrate in an area of town where there are frequent watermain breaks east of Oak Park.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

Contractors Low Bid	\$2,473,528.00
<u>Net Change</u>	<u>\$64,562.60</u>
Final Construction Cost	\$2,538,090.60

The project had change orders to include pavement markings, storm sewer and the replacement of lead service lines.

Project Funding

Funds for this project were budgeted in the 2024 Watermain Maintenance budget in the amount of \$2,600,000 (Account 14061000-44501).

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner:	<u>City of Minot</u>	Owner's Project No.:	<u>4798</u>
Engineer:	<u>Public Works Department</u>	Engineer's Project No.:	<u>4798</u>
Contractor:	<u>Post Construction, Inc.</u>	Contractor's Project No.:	<u></u>
Project:	<u>2024 Watermain Replacement</u>		
Contract:	<u>2024 Watermain Replacement</u>		

Application No.:	<u>9</u>	Application Date:	<u>12/5/2024</u>
Application Period:	From <u>11/15/2024</u>	to <u>12/6/2024</u>	

1. Original Contract Price	\$	2,473,528.00
2. Net change by Change Orders	\$	64,562.60
3. Current Contract Price (Line 1 + Line 2)	\$	2,538,090.60
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,538,090.60
5. Retainage		
a. <u>0%</u> X \$ <u>2,538,090.60</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)	\$	2,538,090.60
7. Less previous payments (Line 6 from prior application)	\$	2,512,709.69
8. Amount due this application	\$	25,380.91
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: Post Construction, Inc.

Signature: [Signature] **Date:** 12/14/2024

Recommended by Engineer

Approved by Owner

By: _____

By: Veronica M. Meyer

Title: _____

Title: Senior Project Manager

Date: _____

Date: 12/18/24

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4798
Engineer:	Public Works Department	Engineer's Project No.:	4798
Contractor:	Post Construction, Inc.	Contractor's Project No.:	
Project:	2024 Watermain Replacement		
Contract:	2024 Watermain Replacement		

Application No.:	9	Application Period:	From	11/15/24	to	12/06/24	Application Date:	12/05/24
------------------	---	---------------------	------	----------	----	----------	-------------------	----------

A	B	C	D	E	F	G	H	I	J	K	L
			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) (\$)
Unit 1											
1	CONTRACT BOND	1	LS/UNIT	35,000.00	35,000.00	1.00	35,000.00		35,000.00	100%	
2	MOBILIZATION	1	LS/UNIT	15,000.00	15,000.00	1.00	15,000.00		15,000.00	100%	
3	TRAFFIC CONTROL	1	LS/UNIT	15,000.00	15,000.00	1.00	15,000.00		15,000.00	100%	-
4	EROSION CONTROL	1	LS/UNIT	3,500.00	3,500.00	1.00	3,500.00		3,500.00	100%	-
5	TEMPORARY WATER SERVICE	1	LS/UNIT	35,000.00	35,000.00	1.00	35,000.00		35,000.00	100%	-
6	REMOVE CURB & GUTTER	215	LF	8.00	1,720.00	215.00	1,720.00		1,720.00	100%	-
7	REMOVE CONCRETE SIDEWALK	207	SY	8.00	1,656.00	207.00	1,656.00		1,656.00	100%	-
8	REMOVE CONCRETE DRIVEWAY PAVEMENT	56	SY	8.00	448.00	56.00	448.00		448.00	100%	-
9	REMOVE BITUMINOUS PAVEMENT	3,536	SY	7.50	26,520.00	3,536.00	26,520.00		26,520.00	100%	-
10	REMOVE CURB STOP	57	EA	300.00	17,100.00	57.00	17,100.00		17,100.00	100%	-
11	REMOVE GATE VALVE	16	EA	300.00	4,800.00	16.00	4,800.00		4,800.00	100%	-
12	REMOVE HYDRANT	4	EA	550.00	2,200.00	4.00	2,200.00		2,200.00	100%	-
13	REMOVE PIPES ALL TYPES & SIZES	2,124	LF	2.50	5,310.00	2,124.00	5,310.00		5,310.00	100%	-
14	IMPORTED BACKFILL	40	CY	10.00	400.00	40.00	400.00		400.00	100%	-
15	6" PVC C900 WATERMAIN	72	LF	185.00	13,320.00	72.00	13,320.00		13,320.00	100%	-
16	8" PVC C900 WATERMAIN	2,140	LF	195.00	417,300.00	2,140.00	417,300.00		417,300.00	100%	-
17	18" PVC C900 WATERMAIN	3	LF	450.00	1,350.00	3.00	1,350.00		1,350.00	100%	-
18	PIPE BURST WITH 8" FUSIBLE C900 PVC	480	LF	235.00	112,800.00	480.00	112,800.00		112,800.00	100%	-
19	WATER SERVICE PIPE - 3/4"	285	LF	200.00	57,000.00	285.00	57,000.00		57,000.00	100%	-
20	CURB STOP - 3/4" (CITY SUPPLIED MATERIAL)	57	EA	3,850.00	219,450.00	57.00	219,450.00		219,450.00	100%	-
21	5" HYDRANT	6	EA	12,500.00	75,000.00	6.00	75,000.00		75,000.00	100%	-
22	6" GATE VALVE BOX & RISER	6	EA	7,500.00	45,000.00	6.00	45,000.00		45,000.00	100%	-
23	8" GATE VALVE BOX & RISER	13	EA	9,000.00	117,000.00	13.00	117,000.00		117,000.00	100%	-
24	FITTINGS	1,987	LB	20.00	39,740.00	1,987.00	39,740.00		39,740.00	100%	-
25	18"x8" TAPPING SADDLE	0	EA	0.00	-	-	-		-	-	-
26	RECONNECT WATER SERVICES ALL TYPES & SIZES	59	EA	1,400.00	82,600.00	59.00	82,600.00		82,600.00	100%	-
27	CONNECT TO EXISTING WATERMAIN	11	EA	8,000.00	88,000.00	11.00	88,000.00		88,000.00	100%	-
28	TOPSOIL - IMPORT	60	CY	30.00	1,800.00	60.00	1,800.00		1,800.00	100%	-
29	CONCRETE CURB & GUTTER	215	LF	75.00	16,125.00	215.00	16,125.00		16,125.00	100%	-
30	4" CONCRETE SIDEWALK	175	SY	143.00	25,025.00	175.00	25,025.00		25,025.00	100%	-
31	6" CONCRETE SIDEWALK	13	SY	160.00	2,080.00	13.00	2,080.00		2,080.00	100%	-
32	PIGMENTED IMPRINTED CONCRETE	14	SY	450.00	6,300.00	14.00	6,300.00		6,300.00	100%	-
33	DETECTABLE WARNING PANELS	28	SF	83.00	2,324.00	28.00	2,324.00		2,324.00	100%	-
34	CURB 6 IN	39	LF	88.00	3,432.00	39.00	3,432.00		3,432.00	100%	-
35	CONCRETE DRIVEWAY PAVEMENT	56	SY	165.00	9,240.00	56.00	9,240.00		9,240.00	100%	-
36	12 INCH SUBGRADE PREPARATION	3,121	SY	2.00	6,242.00	3,121.00	6,242.00		6,242.00	100%	-
37	GEOSYNTHETIC MATERIAL	0	SY	2.50	-	-	-		-	-	-
38	AGGREGATE BASE, CLASS 5	1,847	TN	28.00	51,716.00	1,847.00	51,716.00		51,716.00	100%	-
39	BITUMINOUS TACK COAT	288	GAL	6.60	1,900.80	288.00	1,900.80		1,900.80	100%	-
40	HOT MIX ASPHALT (HMA) FAA 43, PG 58S-28	978	TN	159.00	155,502.00	978.00	155,502.00		155,502.00	100%	-
41	SEEDING (HYDROMULCH)	455	SY	12.00	5,460.00	455.00	5,460.00		5,460.00	100%	-
Unit 1 Totals					\$ 1,719,360.80		\$ 1,719,360.80	\$ -	\$ 1,719,360.80	100%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot									Owner's Project No.:	4798	
Engineer:	Public Works Department									Engineer's Project No.:	4798	
Contractor:	Post Construction, Inc.									Contractor's Project No.:		
Project:	2024 Watermain Replacement											
Contract:	2024 Watermain Replacement											
Application No.:		9	Application Period:		From	11/15/24	to	12/06/24	Application Date:			12/05/24
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Unit 2												
42	CONTRACT BOND	1	LS/UNIT	35,000.00	35,000.00	1.00	35,000.00		35,000.00	100%	-	
43	MOBILIZATION	1	LS/UNIT	15,000.00	15,000.00	1.00	15,000.00		15,000.00	100%	-	
44	TRAFFIC CONTROL	1	LS/UNIT	15,000.00	15,000.00	1.00	15,000.00		15,000.00	100%	-	
45	EROSION CONTROL	1	LS/UNIT	3,500.00	3,500.00	1.00	3,500.00		3,500.00	100%	-	
46	TEMPORARY WATER SERVICE	1	LS/UNIT	35,000.00	35,000.00	1.00	35,000.00		35,000.00	100%	-	
47	REMOVE CURB & GUTTER	659	LF	8.00	5,272.00	659.00	5,272.00		5,272.00	100%	-	
48	REMOVE CONCRETE SIDEWALK	290	SY	8.00	2,320.00	290.00	2,320.00		2,320.00	100%	-	
49	REMOVE CONCRETE DRIVEWAY PAVEMENT	67	SY	8.00	536.00	67.00	536.00		536.00	100%	-	
50	REMOVE BITUMINOUS PAVEMENT	1068	SY	7.50	8,010.00	1,068.00	8,010.00		8,010.00	100%	-	
51	REMOVE CURB STOP	21	EA	300.00	6,300.00	21.00	6,300.00		6,300.00	100%	-	
52	REMOVE GATE VALVE	6	EA	300.00	1,800.00	6.00	1,800.00		1,800.00	100%	-	
53	REMOVE HYDRANT	2	EA	550.00	1,100.00	2.00	1,100.00		1,100.00	100%	-	
54	REMOVE PIPES ALL TYPES & SIZES	740	LF	2.50	1,850.00	740.00	1,850.00		1,850.00	100%	-	
55	IMPORTED BACKFILL	60	CY	10.00	600.00	60.00	600.00		600.00	100%	-	
56	6" PVC C900 WATERMAIN	7	LF	185.00	1,295.00	7.00	1,295.00		1,295.00	100%	-	
57	8" PVC C900 WATERMAIN	1025	LF	195.00	199,875.00	1,025.00	199,875.00		199,875.00	100%	-	
58	18" PVC C900 WATERMAIN	0	LF	0.00	-	-	-		-		-	
59	PIPE BURST WITH 8" FUSIBLE C900 PVC	0	LF	0.00	-	-	-		-		-	
60	WATER SERVICE PIPE - 3/4"	92	LF	200.00	18,400.00	92.00	18,400.00		18,400.00	100%	-	
61	CURB STOP - 3/4" (CITY SUPPLIED MATERIAL)	20	EA	3,850.00	77,000.00	20.00	77,000.00		77,000.00	100%	-	
62	5" HYDRANT	2	EA	12,500.00	25,000.00	2.00	25,000.00		25,000.00	100%	-	
63	6" GATE VALVE BOX & RISER	2	EA	7,500.00	15,000.00	2.00	15,000.00		15,000.00	100%	-	
64	8" GATE VALVE BOX & RISER	5	EA	9,000.00	45,000.00	5.00	45,000.00		45,000.00	100%	-	
65	FITTINGS	715	LB	20.00	14,300.00	715.00	14,300.00		14,300.00	100%	-	
66	18"X8" TAPPING SADDLE	0	EA	5,500.00	-	-	-		-		-	
67	RECONNECT WATER SERVICES ALL TYPES & SIZES	20	EA	1,400.00	28,000.00	20.00	28,000.00		28,000.00	100%	-	
68	CONNECT TO EXISTING WATERMAIN	4	EA	8,000.00	32,000.00	4.00	32,000.00		32,000.00	100%	-	
69	TOPSOIL - IMPORT	40	CY	30.00	1,200.00	40.00	1,200.00		1,200.00	100%	-	
70	CONCRETE CURB & GUTTER	646	LF	75.00	48,450.00	646.00	48,450.00		48,450.00	100%	-	
71	4" CONCRETE SIDEWALK	273	SY	143.00	39,039.00	273.00	39,039.00		39,039.00	100%	-	
72	6" CONCRETE SIDEWALK	11	SY	160.00	1,760.00	11.00	1,760.00		1,760.00	100%	-	
73	PIGMENTED IMPRINTED CONCRETE	2	SY	450.00	900.00	2.00	900.00		900.00	100%	-	
74	DETECTABLE WARNING PANELS	18	SF	83.00	1,494.00	18.00	1,494.00		1,494.00	100%	-	
75	CURB 6 IN	9	LF	83.00	747.00	9.00	747.00		747.00	100%	-	
76	CONCRETE DRIVEWAY PAVEMENT	52	SY	165.00	8,580.00	52.00	8,580.00		8,580.00	100%	-	
77	12 INCH SUBGRADE PREPARATION	1068	SY	2.00	2,136.00	1,068.00	2,136.00		2,136.00	100%	-	
78	GEOSYNTHETIC MATERIAL	718	SY	2.50	1,795.00	718.00	1,795.00		1,795.00	100%	-	
79	AGGREGATE BASE, CLASS 5	739	TN	28.00	20,692.00	739.00	20,692.00		20,692.00	100%	-	
80	BITUMINOUS TACK COAT	142	GAL	6.60	937.20	142.00	937.20		937.20	100%	-	
81	HOT MIX ASPHALT (HMA) FAA 43, PG 58S-28	414	TN	159.00	65,826.00	414.00	65,826.00		65,826.00	100%	-	
82	SEEDING (HYDROMULCH)	266	SY	12.00	3,192.00	266.00	3,192.00		3,192.00	100%	-	
Unit 2 Totals					\$ 783,906.20		\$ 783,906.20	\$ -	\$ 783,906.20	100%	\$ -	
Original Contract Totals					\$ 2,503,267.00		\$ 2,503,267.00	\$ -	\$ 2,503,267.00	100%	\$ -	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4798
Engineer:	Public Works Department	Engineer's Project No.:	4798
Contractor:	Post Construction, Inc.	Contractor's Project No.:	
Project:	2024 Watermain Replacement		
Contract:	2024 Watermain Replacement		

Application No.:	9	Application Period:	From	11/15/24	to	12/06/24	Application Date:	12/05/24
------------------	---	---------------------	------	----------	----	----------	-------------------	----------

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
83	TEMPORARY PAVEMENT STRIPING	1.00	LS	1,980.00	1,980.00	1.00	1,980.00		1,980.00	100%	-
84	REMOVE 10" CLAY PIPE & REPLACE W/ 10" PVC	40.00	LF	205.00	8,200.00	40.00	8,200.00		8,200.00	100%	-
85	CONNECT TO EXISTING STORM SEWER	2.00	EA	4,000.00	8,000.00	2.00	8,000.00		8,000.00	100%	-
86	LOCATING & DETERMINING SEWER SERVICE ISSUE	1.00	EA	7,418.60	7,418.60	1.00	7,418.60		7,418.60	100%	-
87	LEAD SERVICE LINE REPLACEMENT	3.00	EA	3,075.00	9,225.00	3.00	9,225.00		9,225.00	100%	-
Change Order Totals					\$ 34,823.60		\$ 34,823.60	\$ -	\$ 34,823.60	100%	\$ -
Original Contract and Change Orders											
Project Totals					\$ 2,538,090.60		\$ 2,538,090.60	\$ -	\$ 2,538,090.60		\$ -



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: January 6, 2025

SUBJECT: 2024 SIDEWALK, CURB & GUTTER - FINAL PAYMENT (4806)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$27,129.59 to be paid to Ti-Zack Concrete, LLC.

II. DEPARTMENT CONTACT PERSONS

Jesse Hoffart, Project Manager, 701-857-4117
Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

This is the annual maintenance project to repair concrete curb & gutter, sidewalk, and valley gutters. It is also used to make ADA improvements for existing sidewalk networks. Additionally, the City's sidewalk assessment process is performed under this project.

B. Proposed Project

This project included 2 planned areas of work, with money set aside for any planned or unplanned miscellaneous concrete repairs within the City right-of-way. The planned areas are shown on the plan sheets attached to this agenda item.

Unit	Location
Unit 1	8th St NW – West of Minot State University
Unit 2	Timberwood Ave SE
Unit 3	City Wide – General Repair
Unit 4	City Wide – Sidewalk Special Assessments

Unit 1 and 2 are identified areas that require detailed design for sidewalk ramps and water drainage. Unit 3 will include any additional areas identified by the Engineering Department, as the budget allows. Unit 4 will include all assessment roll work of constructing, rebuilding, or repairing sidewalks that are

deemed a safety issue.

C. Recommendation Detail

On Wednesday, March 12, 2024, at 11:00 AM, bids were opened for this project. Ti-Zack Concrete, LLC was the low bidder. Now that the project is finished, the City is obligated to submit final payment to Ti-Zack Concrete, LLC and close out the project.

IV. IMPACT

A. Aspirations

Safe and Welcoming: The sidewalk curb and gutter project is focused around safety for all users installing ADA ramps and ensuring proper drainage across valley gutters and curb.

B. Service/Delivery Impact:

This project provided needed maintenance of existing infrastructure throughout the City.

C. Fiscal Impact

The project was paid for with budgeted funds from the Sidewalk, Curb, & Gutter line item of the Street Division budget from general fund revenue. The work completed for the Public Works Departments was billed to their accounts respectively.

Project Costs

Contractor's Bid Price \$ 247,288.77

Final Construction \$ 285,289.48

Cost

Project Funding

Sidewalk, Curb & Gutter \$ 350,000.00

(Units 1-2)

Account No. 10038000-

44506

Streets Alleys & Road \$ 8,503.62

Mtce (Unit 3)

Account No. 14061000-

44504

Special Assessments Assessed to property owners as necessary
(Unit 4)

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner: <u>City of Minot</u> Engineer: <u>City Engineer</u> Contractor: <u>Ti-Zack Concrete, LLC</u> Project: <u>2024 Sidewalk, Curb & Gutter</u> Contract: <u>2024 Sidewalk, Curb & Gutter</u>	Owner's Project No.: <u>4806</u> Engineer's Project No.: <u>4806</u> Contractor's Project No.: _____
Application No.: <u>3-Final</u> Application Date: <u>12/26/2024</u>	
Application Period: From <u>9/28/2024</u> to <u>10/11/2024</u>	

1. Original Contract Price	\$ 247,288.77
2. Net change by Change Orders	\$ 38,000.71
3. Current Contract Price (Line 1 + Line 2)	\$ 285,289.48
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 285,289.48
5. Retainage	
a. <u>0%</u> X <u>\$ 285,289.48</u> Work Completed	\$ -
b. _____ X <u>\$ -</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 285,289.48
7. Less previous payments (Line 6 from prior application)	\$ 258,159.89
8. Amount due this application	\$ 27,129.59
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>Jeremy Gibbs, Vice President</u>	
Signature: _____	Date: <u>12/27/24</u>

Recommended by Engineer By: <u></u> Title: <u>Project Manager, City of Minot</u> Date: <u>12/27/2024</u>	Approved by Owner By: <u></u> Title: <u>City Engineer</u> Date: <u>12/27/2024</u>
---	--

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4806
Engineer:	City Engineer	Engineer's Project No.:	4806
Contractor:	Ti-Zack Concrete, LLC	Contractor's Project No.:	
Project:	2024 Sidewalk, Curb & Gutter		
Contract:	2024 Sidewalk, Curb & Gutter		

Application No.: 3-Final		Application Period:		From	09/28/24	to	10/11/24	Application Date:				12/26/24
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
1	CONTRACT BOND	1	LS	1,100.00	1,100.00	1.00	1,100.00		1,100.00	100%	-	
2	MOBILIZATION	1	LS	25,074.50	25,074.50	1.00	25,074.50		25,074.50	100%	-	
3	TRAFFIC CONTROL-TYPE 1 (UNIT 1)	1	LS	1,650.00	1,650.00	1.00	1,650.00		1,650.00	100%	-	
4	TRAFFIC CONTROL-TYPE 1 (UNIT 2)	1	LS	2,750.00	2,750.00	1.00	2,750.00		2,750.00	100%	-	
5	TRAFFIC CONTROL-TYPE 1 (UNIT 3)	1	LS	2,750.00	2,750.00	1.00	2,750.00		2,750.00	100%	-	
6	TRAFFIC CONTROL-TYPE 1 (UNIT 4)	1	LS	4,950.00	4,950.00	1.00	4,950.00		4,950.00	100%	-	
7	REMOVE SIDEWALK	484	SY	43.31	20,952.94	483.79	20,952.94		20,952.94	100%	-	
8	REMOVE CURB AND GUTTER	805	LF	16.73	13,467.65	805.00	13,467.65		13,467.65	100%	-	
9	REMOVE DRIVEWAY PAVEMENT	40	SY	64.10	2,535.80	39.56	2,535.80		2,535.80	100%	-	
10	REMOVE VALLEY GUTTER	16	SY	57.00	912.00	16.00	912.00		912.00	100%	-	
11	ADJUST CASTING (ALL TYPES AND SIZES)	2	EA	997.50	1,995.00	2.00	1,995.00		1,995.00	100%	-	
12	REPLACE CASTING (SINGLE CATCH BASIN)	1	EA	1,312.50	1,312.50	1.00	1,312.50		1,312.50	100%	-	
13	ADJUST VALVE BOX	1	EA	399.00	399.00	1.00	399.00		399.00	100%	-	
14	COMMON EXCAVATION	33	CY	120.91	3,990.03	33.00	3,990.03		3,990.03	100%	-	
15	TOPSOIL-IMPORTED	65	CY	115.23	7,480.73	64.92	7,480.73		7,480.73	100%	-	
16	AGGREGATE BASE, CLASS 5	210	TON	85.17	17,881.44	209.95	17,881.44		17,881.44	100%	-	
17	HMA FULL DEPTH PATCH	1,500	SF	13.20	19,800.00	1,500.00	19,800.00		19,800.00	100%	-	
18	CONCRETE CURB AND GUTTER	805	LF	65.72	52,904.60	805.00	52,904.60		52,904.60	100%	-	
19	VALLEY GUTTER (CL ASE)	30	SY	209.35	6,280.50	30.00	6,280.50		6,280.50	100%	-	
20	CONCRETE SIDEWALK (6 IN)	80	SY	177.48	14,141.61	79.68	14,141.61		14,141.61	100%	-	
21	CONCRETE SIDEWALK (4 IN)	429	SY	129.89	55,707.22	428.88	55,707.22		55,707.22	100%	-	
22	DRIVEWAY PAVEMENT	40	SY	177.48	7,021.11	39.56	7,021.11		7,021.11	100%	-	
23	PIGMENTED IMPRINTED CONCRETE	80	SY	194.76	15,668.44	80.45	15,668.44		15,668.44	100%	-	
24	DETECTABLE WARNING PANEL	36	SF	47.25	1,701.00	36.00	1,701.00		1,701.00	100%	-	
25	SEEDING (HYDRO-MULCH)	260	SY	11.00	2,863.41	260.31	2,863.41		2,863.41	100%	-	
Totals					\$ 285,289.48		\$ 285,289.48	\$ -	\$ 285,289.48	100%	\$ -	



LEGEND

- CURB AND GUTTER
- CURB AND GUTTER - ADA KNOCK DOWN
- 6" CONCRETE VALLEY GUTTER (REINFORCED)
- CURB 6"
- 6" PIGMENTED IMPRINTED CONCRETE (NON-REINFORCED)
- 4" CONCRETE SIDEWALK (NON-REINFORCED)
- 6" CONCRETE SIDEWALK (NON-REINFORCED)
- DETECTABLE WARNING PANEL
- TEMPORARY CONSTRUCTION EASEMENT
- BACK OF CURB HEIGHT RELATIVE TO FLOW LINE
- LOW SLOPE AREA
(2.1% MAX SLOPE IN ALL DIRECTIONS)
- ADA RAMP WITH MAX SLOPE OF 8.3%
- TRANSITIONAL TIE-IN PANEL (SEE DETAIL)
- WARPED TRANSITION LANDING (SEE DETAIL)
- WARPED TRANSITION RAMP (SEE DETAIL)
- MANHOLE
- FIRE HYDRANT
- GATE VALVE
- PROPERTY LINE
- EXISTING VALLEY GUTTER
- CATCH BASIN
- UTILITY/SIGN

REGISTERED PROFESSIONAL ENGINEER

JESSE HOFFART

Jesse Hoffart

PE-29748

DATE 2/13/2024

NORTH DAKOTA

Surveyed by	TF & JH
Drawn by	AR
Designed by	TF & JH
Date	02/13/2024
Project No.	4806

SHEET
14 OF 16

City of Minot

-	-	-	-	By
-	-	-	-	Date
-	-	-	-	No.
-	-	-	-	Revision

2024 SIDEWALK, CURB & GUTTER
UNIT 1

TF & JH

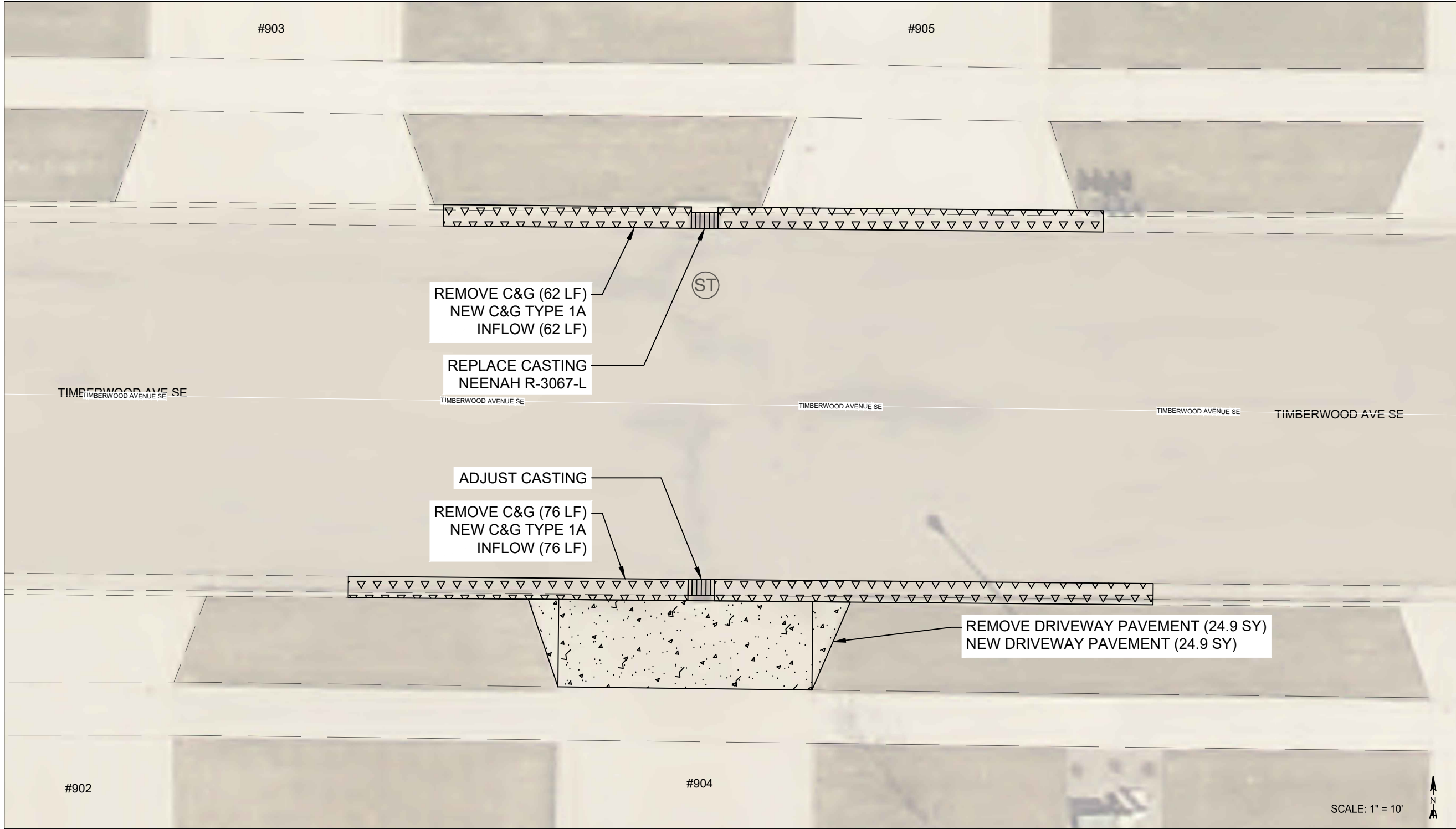
AR

TF & JH

02/13/2024

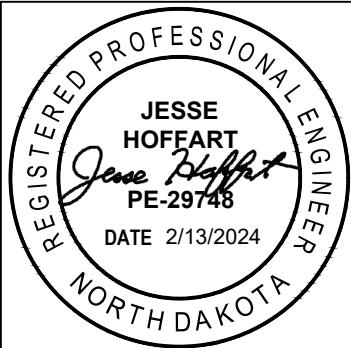
4806

P:\PROJECTS\4806 - 2024 Sidewalk, Curb & Gutter Design\Plans\4806 - 2024 SCG.dwg-UNIT 2-2/15/2024 9:28 AM-(jesse.hoffart)



LEGEND

	CURB AND GUTTER		MANHOLE
	CURB AND GUTTER - ADA KNOCK DOWN		FIRE HYDRANT
	4" CONCRETE SIDEWALK (NON-REINFORCED)		GATE VALVE
	6" CONCRETE SIDEWALK (NON-REINFORCED)		PROPERTY LINE
			CATCH BASIN
			UTILITY/SIGN



City of Minot

-	-	-	-	By
-	-	-	-	Date
-	-	-	-	Revision
-	-	-	-	No.

2024 SIDEWALK, CURB & GUTTER
UNIT 2

Surveyed by	TF & JH	Drawn by	AR	Designed by	TF & JH	Date	02/13/2024	Project No.	4806
SHEET									15 OF 16



TO: Mayor Ross
Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: January 6, 2025

SUBJECT: 2024 SANITARY SEWER CIPP PROJECT - FINAL PAYMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment for the 2024 Sanitary Sewer CIPP project to Hydro-Klean, LLC in the amount of \$47,531.99.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Each year, the Sewer Department budgets funds for sewer main replacement in areas where old sewer mains are in poor condition. The proposed improvements are necessary because of the high maintenance costs over the past several years.

B. Proposed Project

Work for this project this year will mostly concentrate in areas of town where tree roots penetrate older sewer mains causing high potential for sewer backups. These mains are mostly in decent condition so cure in place lining systems are an excellent rehab method without needing to excavate in the street.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

Contractors Low Bid	\$992,835.31
Net Change	(\$42,195.44)
Final Construction Cost	\$950,639.87

The project was under budget because a couple of stretches of pipe weren't able to be lined and quantities came in less than anticipated.

Project Funding

Funds for this project were budgeted in the 2024 Sewer Rehabilitation budget in the amount of \$1,000,000 (Account 14062000-44502).

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner:	<u>City of Minot, ND</u>	Owner's Project No.:	<u>4723</u>
Engineer:	<u></u>	Engineer's Project No.:	<u></u>
Contractor:	<u>Hydro-Klean LLC</u>	Contractor's Project No.:	<u></u>
Project:	<u>2024 Sanitary Sewer Rehabilitation</u>		
Contract:	<u></u>		
Application No.:	<u>5-Final</u>	Application Date:	<u>12/9/2024</u>
Application Period:	From <u>9/6/2024</u>	to <u>12/8/2024</u>	

1. Original Contract Price	\$	992,835.31
2. Net change by Change Orders	\$	(42,195.44)
3. Current Contract Price (Line 1 + Line 2)	\$	950,639.87
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	950,639.87
5. Retainage		
a. <u>0%</u> X \$ <u>950,639.87</u> Work Completed	\$	-
b. <u>0%</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)	\$	950,639.87
7. Less previous payments (Line 6 from prior application)	\$	903,107.88
8. Amount due this application	\$	47,531.99
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: Hydro-Klean LLC
Signature:  **Date:** 12/30/24

Recommended by Engineer	Approved by Owner
By: _____	By: <u></u>
Title: _____	Title: <u>Senior Project Manager</u>
Date: _____	Date: <u>12/30/24</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, ND						Owner's Project No.: 4723					
Engineer:						Engineer's Project No.:					
Contractor: Hydro-Klean LLC						Contractor's Project No.:					
Project: 2024 Sanitary Sewer Rehabilitation											
Contract:											

Application No.: 5-Final	Application Period: From 09/06/24 to 12/08/24	Application Date: 12/09/24
--------------------------	---	----------------------------

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Current Contract											
1	Contract Bonds	1.00	LS	25,000.00	25,000.00	1.00	25,000.00		25,000.00	100%	-
2	Mobilization	1.00	LS	42,660.15	42,660.15	1.00	42,660.15		42,660.15	100%	-
3	Remove Bituminous Pavement	49.50	SY	24.00	1,188.00	49.50	1,188.00		1,188.00	100%	-
4	Imported Backfill	-	CY	75.60	-	-	-		-		-
5	Trim Protruding Tap -iron	5.00	EA	75.00	375.00	5.00	375.00		375.00	100%	-
6	Trim Protruding tap-non iron	78.00	EA	75.00	5,850.00	78.00	5,850.00		5,850.00	100%	-
7	Sanitary Sewer Line Preparation	15,841.00	LF	7.12	112,787.92	15,841.00	112,787.92		112,787.92	100%	-
8	Sanitary Sewer Point Repair 8", 10", 12"	30.00	LF	895.20	26,856.00	30.00	26,856.00		26,856.00	100%	-
9	8" CIPP Lining Sanitary Sewer	1,353.00	LF	28.80	38,966.40	1,353.00	38,966.40		38,966.40	100%	-
10	10" CIPP Lining Sanitary Sewer	10,922.00	LF	33.50	365,887.00	10,922.00	365,887.00		365,887.00	100%	-
11	12" CIPP Lining Sanitary Sewer	2,967.00	LF	41.40	122,833.80	2,967.00	122,833.80		122,833.80	100%	-
12	12" CIPP Lining Storm Sewer	85.00	LF	800.00	68,000.00	85.00	68,000.00		68,000.00	100%	-
13	18" CIPP Lining Storm Sewer	252.00	LF	279.40	70,408.80	252.00	70,408.80		70,408.80	100%	-
14	36" CIPP Lining Storm Sewer	58.00	LF	503.00	29,174.00	58.00	29,174.00		29,174.00	100%	-
15	Reconnect Sewer Services All types & Sizes	325.00	EA	50.00	16,250.00	325.00	16,250.00		16,250.00	100%	-
16	Aggregate Base - Class 5 - Compacted 10"	20.00	TN	57.00	1,140.00	20.00	1,140.00		1,140.00	100%	-
17	Hot Mix Asphalt (HMA) FAA 43 PG 58-28	8.50	TN	346.80	2,947.80	8.50	2,947.80		2,947.80	100%	-
18	Traffic Control - Minor	1.00	LS	3,870.00	3,870.00	1.00	3,870.00		3,870.00	100%	-
19	Bypass Pumping	1.00	LS	8,970.00	8,970.00	1.00	8,970.00		8,970.00	100%	-
20	Bypass Pumping Preperation Work	1.00	LS	7,475.00	7,475.00	1.00	7,475.00		7,475.00	100%	-
Current Contract Totals					\$ 950,639.87		\$ 950,639.87	\$ -	\$ 950,639.87	100%	\$ -



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: January 6, 2025

SUBJECT: 2024 MICROSURFACING - FINAL PAYMENT (4804)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$150,898.63 to be paid to Asphalt Surface Technologies Corp.

II. DEPARTMENT CONTACT PERSONS

Jesse Hoffart, Project Manager, 701-857-4117
Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

This is an annual maintenance project to prolong the lifetime of a road. This type of treatment is best used on roads that are in moderate to good condition, specifically to seal minor cracks and fill in wheel ruts and other irregularities of the road surface. This treatment will also make a ride smoother and safer overall.

The \$8 million Street Maintenance budget will be split between this microsurfacing project, the street seal project, the concrete pavement rehab project, the street patching project, and the street improvement projects.

B. Proposed Project

This project includes 3 areas of work. The areas are summarized below.

Area	Description/Location
1	16th St NW, from 30th Ave NW to 36th Ave NW
2	16th St NW, from north of 11th Ave NW to 21st Ave NW
3	Burdick Expwy E, from 1st St SW to Valley St + Front St

C. Recommendation Detail

On February 13, 2024, at 11:00 AM, bids were opened for this project. Asphalt Surface Technologies Corp. (Astech) was the only bidder. Now that the project

is finished, the City is obligated to submit final payment to Astech and close out the project.

IV. IMPACT

A. Aspirations

Resilient and Prepared – This project moves us in the right direction as we work to address our roadway maintenance backlog.

Excellent and Connected – This project directly addresses what residents have said they wanted to see: better roadway maintenance.

B. Service/Delivery Impact:

This project provided needed maintenance and rehabilitation of existing infrastructure throughout the City to extend the life of the roadways. Some units include heavily traveled roadways.

C. Fiscal Impact

The project was paid for from the Street Improvements line item in the Engineering Department budget.

Project Costs

Contractor's Bid Price	\$ 846,361.37
Change Orders 1-3	\$ -98,979.47
Adjustments	

Final Construction Cost	\$ 747,381.90
--------------------------------	----------------------

Project Funding

Street	\$ 8,000,000.00
Maintenance	
Account No. 10038000-44508	

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner: <u>City of Minot</u> Engineer: <u>City Engineer</u> Contractor: <u>Asphalt Surface Technologies Corp.</u> Project: <u>2024 Microsurfacing</u> Contract: <u>2024 Micosurfacing</u>	Owner's Project No.: <u>4804</u> Engineer's Project No.: <u>4804</u> Contractor's Project No.: _____																								
Application No.: <u>3-Final</u> Application Date: <u>12/12/2024</u>																									
Application Period: <u>From</u> <u>8/9/2024</u> to <u>9/16/2024</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 846,361.37</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">(\$98,979.47)</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 747,381.90</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;">\$ 747,381.90</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>0%</u> X <u>\$ 747,381.90</u> Work Completed</td><td style="text-align: right;">\$ -</td></tr><tr><td> b. _____ X <u>\$ -</u> 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;">\$ 747,381.90</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 596,483.27</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 150,898.63</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	\$ 846,361.37	2. Net change by Change Orders	(\$98,979.47)	3. Current Contract Price (Line 1 + Line 2)	\$ 747,381.90	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 747,381.90	5. Retainage		a. <u>0%</u> X <u>\$ 747,381.90</u> Work Completed	\$ -	b. _____ X <u>\$ -</u> Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ -	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 747,381.90	7. Less previous payments (Line 6 from prior application)	\$ 596,483.27	8. Amount due this application	\$ 150,898.63	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -
1. Original Contract Price	\$ 846,361.37																								
2. Net change by Change Orders	(\$98,979.47)																								
3. Current Contract Price (Line 1 + Line 2)	\$ 747,381.90																								
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 747,381.90																								
5. Retainage																									
a. <u>0%</u> X <u>\$ 747,381.90</u> Work Completed	\$ -																								
b. _____ X <u>\$ -</u> Stored Materials	\$ -																								
c. Total Retainage (Line 5.a + Line 5.b)	\$ -																								
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 747,381.90																								
7. Less previous payments (Line 6 from prior application)	\$ 596,483.27																								
8. Amount due this application	\$ 150,898.63																								
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>Asphalt Surface Technologies Corporation a.k.a. Astech Corp</u>																									
Signature: <u>Dale R Strundberg</u> Date: <u>12/12/2024</u>																									
Recommended by Engineer Approved by Owner																									
By: <u>Jesse Haffert</u>	By: <u>[Signature]</u>																								
Title: <u>Project Manager, City of Minot</u>	Title: <u>City Engineer</u>																								
Date: <u>12/13/2024</u>	Date: <u>12/16/2024</u>																								

Progress Estimate - Unit Price Work

Owner:	City of Minot	Contractor's Application for Payment
Engineer:	City Engineer	Owner's Project No.: 4804
Contractor:	Asphalt Surface Technologies Corp.	Engineer's Project No.: 4804
Project:	2024 Microsurfacing	Contractor's Project No.:
Contract:	2024 Microsurfacing	

Application No.: 3-Final		Application Period: From 08/09/24 to 09/16/24				Application Date: 12/12/24					
A	B	Contract Information			F	G	H	I	J	K	L
Bid Item No.	Description	C	D	E	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) (\$)
		Item Quantity	Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
1	CONTRACT BOND	1.0	LS	2,700.00	2,700.00	1.00	2,700.00		2,700.00	100%	-
2	MOBILIZATION - UNIT 1	1.0	LS	26,000.00	26,000.00	1.00	26,000.00		26,000.00	100%	-
3	MOBILIZATION - UNIT 2	1.0	LS	26,000.00	26,000.00	1.00	26,000.00		26,000.00	100%	-
4	MOBILIZATION - UNIT 3	1.0	LS	26,000.00	26,000.00	1.00	26,000.00		26,000.00	100%	-
5	TRAFFIC CONTROL - UNIT 1 - TYPE 2	1.0	LS	25,000.00	25,000.00	1.00	25,000.00		25,000.00	100%	-
6	TRAFFIC CONTROL - UNIT 2 - TYPE 2	1.0	LS	15,000.00	15,000.00	1.00	15,000.00		15,000.00	100%	-
7	TRAFFIC CONTROL - UNIT 3 - TYPE 2	1.0	LS	50,000.00	50,000.00	1.00	50,000.00		50,000.00	100%	-
8	REMOVE CURB & GUTTER	388.0	LF	44.00	17,072.00	388.00	17,072.00		17,072.00	100%	-
9	OBLITERATE PAVEMENT MARKINGS	3,479.0	SF	2.47	8,593.13	3,479.00	8,593.13		8,593.13	100%	-
10	ADJUST CASTING	10.0	EA	825.00	8,250.00	10.00	8,250.00		8,250.00	100%	-
11	ADJUST GATE VALVE BOX	1.0	EA	275.00	275.00	1.00	275.00		275.00	100%	-
12	REPLACE CASTING - MANHOLE	0.0	EA	1,540.00	-	-	-		-	-	-
13	REPLACE VALVE BOX TOP SECTION	0.0	EA	1,320.00	-	-	-		-	-	-
14	TOPSOIL - IMPORT	0.0	CY	121.00	-	-	-		-	-	-
15	AGGREGATE BASE - CLASS 5	47.0	TN	66.00	3,100.02	46.97	3,100.02		3,100.02	100%	-
16	HMA FULL DEPTH PATCH	6,151.0	SF	9.00	55,359.00	6,151.00	55,359.00		55,359.00	100%	-
17	CONCRETE CURB & GUTTER	388.0	LF	91.30	35,424.40	388.00	35,424.40		35,424.40	100%	-
18	EPOXY PMVT MK 4IN LINE - WHITE (GROOVED)	970.0	LF	2.04	1,978.80	970.00	1,978.80		1,978.80	100%	-
19	EPOXY PMVT MK 4IN LINE - YELLOW (GROOVED)	14,023.0	LF	2.04	28,606.92	14,023.00	28,606.92		28,606.92	100%	-
20	EPOXY PMVT MK 8IN LINE - WHITE (GROOVED)	790.0	LF	3.38	2,670.20	790.00	2,670.20		2,670.20	100%	-
21	EPOXY PMVT MK - MESSAGE (GROOVED)	353.0	SF	65.90	23,262.70	353.00	23,262.70		23,262.70	100%	-
22	SHORT TERM 4IN LINE - TYPE NR WHITE	2,308.0	LF	0.54	1,246.32	2,308.00	1,246.32		1,246.32	100%	-
23	SHORT TERM 4IN LINE - TYPE NR YELLOW	26,622.0	LF	0.54	14,375.88	26,622.00	14,375.88		14,375.88	100%	-
24	SHORT TERM 8IN LINE - TYPE NR WHITE	1,052.0	LF	1.05	1,052.00	1,052.00	1,052.00		1,052.00	100%	-
25	SHORT TERM MESSAGE-TYPE NR	116.0	SF	8.25	957.00	116.00	957.00		957.00	100%	-
26	SEEDING (HYDROMULCH)	77.0	SY	45.00	3,465.00	77.00	3,465.00		3,465.00	100%	-
27	MICRO-MILL	33,142.0	SY	3.25	107,711.50	33,142.00	107,711.50		107,711.50	100%	-
28	THERMOPLASTIC PMVT MK 6 IN LINE - WHITE (GROOVED)	1,322.0	LF	9.80	12,955.60	1,322.00	12,955.60		12,955.60	100%	-
29	THERMOPLASTIC PMVT MK 24 IN LINE - WHITE (GROOVED)	437.0	LF	53.00	23,161.00	437.00	23,161.00		23,161.00	100%	-
30	THERMOPLASTIC PMVT MK MESSAGE (GROOVED)	42.0	SF	47.00	1,974.00	42.00	1,974.00		1,974.00	100%	-
31	AGGREGATE FOR MICROSURFACING, TYPE III SCRATCH COURSE	364.2	TON	145.00	52,809.00	364.20	52,809.00		52,809.00	100%	-
32	AGGREGATE FOR MICROSURFACING, TYPE III WEAR COURSE	523.4	TON	145.00	75,897.35	523.43	75,897.35		75,897.35	100%	-
33	ASPHALT EMULSION FOR MICROSURFACING	26,794.7	GAL	3.52	94,317.48	26,794.74	94,317.48		94,317.48	100%	-
34	REMOVE SIDEWALK	10.0	SY	25.00	250.00	10.00	250.00		250.00	100%	-
35	4" CONCRETE SIDEWALK	10.0	SY	120.00	1,200.00	10.00	1,200.00		1,200.00	100%	-
36	COMMON EXCAVATION	19.0	CY	35.00	665.00	19.00	665.00		665.00	100%	-
				Totals	\$	747,381.90	\$	747,381.90	\$	747,381.90	\$

Contractor's Application for Payment

Owner's Project No.:	4804
Engineer's Project No.:	4804
Contractor's Project No.:	

Application Date:		12/12/24	
J	K	L	
Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F)		
(\$)	(%)		Balance to Finish (F - J) (\$)
\$		\$	
\$		\$	
\$	767,381.90	100%	\$



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: January 6, 2025

**SUBJECT: UPDATE AIRPORT'S SPILL PREVENTION CONTROL AND
COUNTERMEASURE PLAN**

I. RECOMMENDED ACTION

It is recommended City Council approve the Spill Prevention, Control, and Countermeasure (SPCC) plan update to be conducted by Short Elliott Hendrickson Inc. (SEH); and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

SPCC plans are required for facilities that have 1,320 gallons of fuel storage capacity above ground. The plans are required to be reviewed every five years. The previous SPCC plan was last completed in August 2014. As such, a new review is required.

B. Proposed Project

The project consists of updating the previous SPCC plan with the current conditions at the airport. This includes verifying the location of storage fuel tanks on airport property and confirming the emergency response agreements meet all requirements for the site.

C. Recommendation Detail

1. Recommend approval of the Spill Prevention, Control, and Countermeasure (SPCC) plan update to be conducted by Short Elliott Hendrickson Inc. (SEH); and
2. Authorize the Mayor to sign the agreement.

IV. IMPACT

A. Aspirations

The City Council aspiration(s) that is/are achieved by adopting the proposed recommendation is safe and welcoming. Planning for the safe use and control of the potentially harmful and controlled substances such as fuel used at the airport is of great importance to ensuring the environmental safety.

B. Service/Delivery Impact:

This project will allow for safe and responsible handling of controlled substances, such as fuel, by keeping an updated plan for the containment and safety response.

C. Fiscal Impact

The anticipated cost of this project is outlined below:

Project Costs

Project Labor	\$9,572.55
Direct Expenses	\$327.45
TOTAL	\$9,900.00

Project Funding

Project funding will come from the allocated account in the approved 2025 budget.	43050 - Engineers
---	-------------------

VI. ALTERNATIVES

1. An alternate the City Council could consider is that this project be postponed or denied, resulting in an outdated SPCC plan that does not accurately reflect the current conditions at the airport, endangering the public in the case of a spill.

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of 8/31/16 between City of Minot ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) and attached Exhibit C shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

The General Conditions of the Agreement for Professional Services are modified as follows:

The final sentence of Section I(C)(1) is replaced with the following: "Upon notification and receipt of approval from Client to move forward with additional services in writing, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client."

Section IV(B)(1) is replaced with the following: "Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore, to the extent allowed by North Dakota Century Code, the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site."

Section V(B)(1) is replaced with the following: "Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located in a District Court located in Ward County, North Dakota."

Section VI(B)(2) is replaced with the following: "Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to rates as set forth in North Dakota's open records statutes."

The final sentence of Section VI(C)(1) is replaced with the following: "To the extent allowed by North Dakota law, Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent."

Short Elliott Hendrickson Inc.

By: _____

Title: Principal

City of Minot

By: _____

Title: Mayor

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit C to Master Agreement for Professional Services

ACCESS TO RECORDS AND REPORTS

Short Elliott Hendrickson, Inc. ("Contractor") must maintain an acceptable cost accounting system. The Contractor agrees to provide the Federal Aviation Administration ("sponsor") and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than five years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The City of Minot ("Owner") will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

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 Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the 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 Nondiscrimination Acts And Authorities 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The 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 sponsor or the Federal Aviation 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure 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).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly

rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If

the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - SEH 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 49CFR 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, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

EQUAL OPPORTUNITY CLAUSE

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, sexual orientation, gender identify, 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 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 considerations 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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 portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code: Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot, North Dakota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective 8/31/2021, this Supplemental Letter Agreement dated _____ authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Spill Prevention Control and Countermeasure (SPCC) Plan Updates.

Client's Authorized Representative: Jennifer Eckman, Airport Director

Address: Minot International Airport (MOT)
305 Airport Road Suite 216, Minot ND 58703

Telephone: 701-857-4724 **email:** Jennifer.eckman@minotnd.org

Project Manager: Lindsay Reidt, PE

Address: 3535 Vadnais Center Dr.
St. Paul, MN 55110-5196

Telephone: 763-370-4055 **email:** lreidt@sehinc.com

Scope: The Basic Services to be provided by Consultant are included in Attachment A.

Schedule: Services to be initiated at the direction of the City of Minot, with a service completion date no later than March 31, 2025. A detailed schedule is included in Attachment A.

Payment: A retainer in the amount of \$0.00 will be paid in advance of Consultant starting work and will be applied to the final invoice(s). The lump sum fee is \$9,900.00 including expenses and equipment. See Attachment B reflecting the estimate of labor, fees, and expenses.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Minot, North Dakota

By: 
Shawn McMahon
Title: Regional Practice Center Leader

By: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Minot, North Dakota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated _____

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially. Amendment to be approved by Client in advance via written authorization.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

ATTACHMENT A
Minot International Airport (MOT)
Minot, North Dakota
2024 Spill Prevention Control and Countermeasure (SPCC) Updates
Scope of Work

General – This project includes an update of the airport's existing Spill Prevention Control and Counter Measure plan. The previous plan was written in August 2014 (Project Number 1514101) and needs to be updated.

Proposed project schedule:

January, 2025 – City of Minot consider SPCC update proposal

30 Calendar Days after Notice to Proceed – Draft deliverable for City of Minot review

30 Calendar Days after City of Minot comments received– Final submittal

Project Deliverables – The project deliverables of this scope include the following:

1. Project formulation
2. SPCC Plan updates
3. Project management

Work Element 1: Project Formulation

Specific tasks included with this work element include:

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Minot International Airport (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives.

Task 1.2 – General Scope of Work– SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project.

Task 1.3 – Environmental Determination – The project will include an environmental determination, anticipated to be a Simple Written Record.

Work Element 2: SPCC Plan Updates

Specific tasks included with this work element include:

Task 2.1 – Storage Location Coordination – SEH will work with the airport team to identify and verify the storage locations for oil and oil-byproducts. Storage tanks containing more than 55 gallon must be noted in the SPCC plan. Coordination will be performed to obtain photographs of new or repositioned storage locations.

Task 2.2 – Emergency Response Agreements Verification – SEH will work with the airport team and the designated emergency response team to ensure a spill response agreement is in place. Any agreements will be checked to ensure compliance with all applicable requirements.

Task 2.3 – Update Spill Response Plan – Existing SPCC plan will be updated with any additional information gathered from the coordination and verification work. Any changes to fuel storage locations, site conditions, and operations will be included.

Task 2.4 – Create Site Figures – Updates to the SPCC Plan will include any necessary site figures as required.

Task 2.5 – Quality Control Review – A review of the updated SPCC Plan will be performed by a licensed engineer.

Task 2.6 – Finalize SPCC Plan – SPCC Plan will be updated with any remaining revisions from quality control review. Plan will be compiled and prepared for delivery to the sponsor.

Work Element 3: Project Management – This task includes the overall project management of Work Elements 1 and 2 noted above. Project management includes administration of the project, any team meetings, agency and Sponsor meetings, and related project administration tasks.

Task 3.1 – Overall Project Management – This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates, monthly invoices, and contract negotiation.

Task 3.2 – Meetings – This task includes two review meetings with the Airport to solicit input on the plan efforts. Meetings will be virtual and attended by two SEH staff members.

Task 3.3 – Documentation – The consultant will complete the required documentation for the project.

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN UPDATE
MINOT INTERNATIONAL AIRPORT (MOT)
CITY OF MINOT, ND

Task No.	Task Description	Project Manager	Senior Engineer	Graduate Engineer	Airport Planner
Project Formulation					
1.1	Scoping, Review, and Coordination	1			
1.2	General Scope of Work	1			
1.3	Environmental Determination				1
SPCC Plan Updates					
2.1	Storage Location Coordination			8	
2.2	Emergency Response Agreements Verification			2	
2.3	Update Spill Response Plan			12	
2.4	Update Site Figures			18	
2.5	Quality Control Review		2		
2.6	Finalize SPCC Plan	1		8	
Project Management					
3.1	Overall Project Management	1			
3.2	Meetings	1	1		
3.3	Documentation			2	
Total hours per labor category		5	3	50	1

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	5	\$48.38	\$241.90
Senior Engineer	3	\$65.67	\$197.01
Graduate Engineer	50	\$47.76	\$2,388.00
Airport Planner	1	\$48.38	\$48.38
Total Direct Labor Costs:	59		\$2,875.29
Overhead (1.9)			\$5,463.05
Total Labor Costs			\$8,338.34
Fixed Fee on Labor Costs (15%)			\$1,250.75

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charges	59	\$5.55	\$327.45
Total Expenses			\$327.45

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$9,916.54
Estimated Total	\$9,900.00



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: January 6, 2025

**SUBJECT: INFAX ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM
(EVIDS) SUPPORT AGREEMENTS FOR AIRPORT**

I. RECOMMENDED ACTION

1. It is recommended City Council approve the annual support agreement with Infax Incorporated for the Airport's Electronic Visual Information Display (EVID) system;
2. Approve the Flightview Data Feed support agreement; and
3. Authorize the Mayor to sign contracts.

II. DEPARTMENT CONTACT PERSONS

Jessica Long, Business & Development Man., 701-857-4725

III. DESCRIPTION

A. Background

The Airport currently uses Infax Incorporated for its Electronic Visual Information Display (EVID) system. The EVID and Flightview systems include management of flight, baggage, and gate information, along with digital advertising, visual paging, emergency messaging, and more. Due to the level of technical expertise involved with the program, ongoing support is required for troubleshooting, maintenance, and software updates. The support agreement will provide graphic revisions and updates, remote technical support, and necessary software updates.

B. Proposed Project

To implement support agreements to best serve the Minot Airport with the current systems in place. Through the support agreements, Airport staff will receive the necessary support to properly address any concerns.

C. Recommendation Detail

Infax Incorporated installed the EVID system in the terminal and has been the sole provider of the services since February 2016. The expertise and

knowledge of the EVIDs industry provided by Infax Incorporated is a great benefit to the operations at Minot International Airport.

IV. IMPACT

A. Aspirations

With the continued support of Infax, the Minot Airport will be able to maintain excellence and connection with the world with up-to-date flight information and technology for users of the airport.

B. Service/Delivery Impact:

Proper functioning of this system is a valuable component of the operations of the Airport.

C. Fiscal Impact

The annual system support agreement will be paid using the budgeted amounts included in the final budget for 2025.

Project Costs

2 Year Infax SSA	\$14,000
2 Year Flightview Data Feed	\$10,515

Project Funding

11050000-44350 - IT MTCE & REPAIR	\$14,000
11050000-46400 - SUBSCRIPTIONS	\$10,515

VI. ALTERNATIVES

Alt 1. City Council can decline agreements and go out to bid for a new EVID company

SYSTEM SUPPORT AGREEMENT-BASIC

Terms and Conditions

WHEREAS, City of Minot, (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM**, consisting of hardware and software for an Electronic Kiosk Information Display System; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1. SCOPE: INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA during regular business hours (8am-5pm CST) with a four hour response time. Covered equipment includes INFAX provided equipment and software in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX. Additional services are detailed in Exhibit 2.

2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING: INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement. Hardware will be covered by manufacturer's warranty.

3. CUSTOMER RESPONSIBILITIES: To receive support, CUSTOMER is responsible for complying with the following:

- a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
- b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
- c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
- d. To enable more efficient response by INFAX, CUSTOMER is encouraged to provide internet or dial-up access to system.

4. FEE: The annual fee for this SSA Agreement is \$14,000. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. Such fees shall be paid annually. All current fees must be paid in order for services to be rendered under this agreement. If service is cancelled during either one-year period, CUSTOMER will receive refund of unused portion of the agreement.

5. LENGTH OF AGREEMENT: This agreement is for one-year for the period 1/1/25 – 12/31/25. Upon expiration of its initial term, the parties may mutually agree to renew or extend the term of this agreement and the parties may renegotiate the terms of this agreement upon mutual agreement of the parties.

6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:

Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any quarterly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If either party does not comply with its obligations hereunder, does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, either party, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY BOTH PARTIES.

7. INVOICING: The fee due hereunder shall be invoiced with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. GENERAL:

A. TAXES: CUSTOMER is a tax-exempt entity.

B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.

C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.

D. NOTICES: All notices provided for under this agreement shall be sent by US mail to the following:

To CUSTOMER:

Minot International Airport
305 Airport Rd, Suite 216
Minot, ND 58703

To INFAX:

Infax, Inc.
1235 Old Alpharetta Rd, Suite 120
Alpharetta, GA 30005

E. ASSIGNMENT: Neither party can assign this agreement without the express written consent of the other party.

F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.

G. GOVERNING LAW: This agreement shall be governed and construed according to the laws of the State of North Dakota.

H. EFFECTIVE DATE: This agreement shall be effective upon execution of this agreement by both parties.

10. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.



11. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

12. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED

CUSTOMER

Signature: _____

Name: Daniel L. McWilliams _____

Title: CFO _____

Date: 12/30/24 _____

Signature _____

Name: _____

Title: _____

Date: _____



SYSTEM SUPPORT AGREEMENT
Exhibit 1, Customer Information

Customer Name City of Minot (Minot International Airport)

Service Address 305 Airport Road, Suite 216

City Minot State ND Zip 58703

Billing Address Same as above

City _____ State _____ Zip _____

Customer Contact Person _____ Phone _____

Customer Contact Person _____ Phone _____

Period Covered by this Agreement: 1/1/25 – 12/31/25

SYSTEM SUPPORT AGREEMENT

Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

1. **Page Layout Updates/Customization:** INFAX will provide up to five revisions per year at no charge. (One design with up to two revisions.)
2. **Logo Integration:** \$300 per logo.
3. **Hourly Billing Option:** \$500 minimum per support ticket and then billed at \$250/hour for any time over 2 hours.

Infax – Flightview XML Data Feed Agreement Terms and Conditions

WHEREAS City of Minot, (hereinafter, "CUSTOMER") has purchased an **INFAX Software Service for Flightview XML Data Feed**, NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1. INFAX SCOPE: INFAX will provide a Flightview Interface License and Flightview XML Data Feed to allow for real-time flight information to be displayed at Minot International Airport.

2. CUSTOMER RESPONSIBILITIES: CUSTOMER is responsible for complying with the following: Provide Infax with remote access to the Minot International Airport FIDS Server.

3. FEE: The two-year fee for the Flightview XML data feed is \$10,515. All current fees must be paid in order for services to be rendered under this agreement. If service is cancelled during this two-year period, CUSTOMER will receive refund of unused portion of the agreement.

4. LENGTH OF AGREEMENT: This agreement is for two-years (24 months) beginning January 1, 2025, and expiring December 31, 2026. Upon expiration of its initial term, the parties may mutually agree to renew or extend the term of this agreement and the parties may renegotiate the terms of this agreement upon mutual agreement of the parties.

5. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:

Should any invoice under this agreement be unpaid for more than 45 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any monthly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual period. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the monthly fee for the agreement in effect at the time of renewal. If either party does not comply with its obligations hereunder, breaches does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, either party, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, Both parties may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY both parties.

6. INVOICING: The fee due hereunder shall be invoiced in advance.

7. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

8. GENERAL:

- A. TAXES: CUSTOMER is a tax-exempt entity.
- B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.
- C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.
- D. NOTICES: All notices provided for under this agreement shall be sent by US mail to the following:
- To CUSTOMER:
Minot International Airport
305 Airport Rd, Suite 216
Minot, ND 58703
- To INFAX:
Infax, Inc.
1235 Old Alpharetta Rd, Suite 120
Alpharetta, GA 30005
- E. ASSIGNMENT: Neither party can assign this agreement without the express written consent of the other party.
- F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.
- G. GOVERNING LAW: This agreement shall be governed and construed according to the laws of the State of North Dakota.
- H. EFFECTIVE DATE: This agreement shall be effective upon execution of this agreement by both parties.

9. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

10. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

11. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

12. INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.



13. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

INFAX, INCORPORATED

CUSTOMER

Signature: _____

Signature: _____

Name: Daniel L. McWilliams

Name: _____

Title: CFO

Title: _____

Date: 12/30/24

Date: _____



TO: Mayor Ross
Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: January 6, 2025

SUBJECT: 2025 SIGNAL IMPROVEMENT - AWARD OF BID (4883)

I. RECOMMENDED ACTION

It is recommended City Council award the 2025 Signal Improvement Project to the low bidder, Main Electric Construction Inc. in the amount of \$609,271.00; and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In 2012, the Engineering Department conducted a Traffic Signal Pole Inspection Report that documented the condition of one-hundred and twelve (112) traffic signal poles throughout the City of Minot. An initial round of traffic signal standard replacements was completed in 2014 followed by a subsequent replacements in 2020, 2021, 2022, 2023 and 2024. The 2025 Signal Improvement project will continue addressing this deficient signal pole situation at the intersection of Burdick Expressway E and 27th Street SE. The 2025 Signal Improvement will also incorporate traffic signal cabinet, video detection and emergency vehicle preemption upgrades at the Burdick Expressway E and 8th Avenue SE signalized intersection.

The signal poles for the Burdick Expressway E and 27th Street SE intersection are 43 years old, originally installed in 1982. The typical lifespan for a traffic signal pole, per NCHRP Report 713, is 30 years.

B. Proposed Project

The 2025 Signal Improvement features a combination of traffic signal standard, cabinet, video and emergency vehicle preemption (EVP) improvements at the following locations:

Site 1 – Burdick Expressway E and 27th Street SE

Site 2 – Burdick Expressway E and 8th Avenue SE

C. Recommendation Detail

On Tuesday, December 17, 2024 at 11:00 am, bids were opened for the 2025 Signal Improvement project. Below is a bid tabulation summary that shows the bids as they relate to the engineer's estimate:

Bid Tabulation

2025 Signal Improvement – City Project 4883

Engineer's \$709,776.00

Estimate

Main Electric \$609,271.00

Construction,
Inc.

Strata \$677,000.00

Corporation

The Engineering Department recommends that the 2025 Signal Improvement project be awarded to Main Electric Construction Inc. with their bid of \$609,271.00; which is 14% below the Engineer's Estimate.

IV. IMPACT

A. Aspirations

Safe and Welcoming
Resilient and Prepared

B. Service/Delivery Impact:

The 2025 Signal Improvement will provide much needed traffic signal improvements at the intersections of Burdick Expressway E / 27th Street SE and at Burdick Expressway E / 8th Avenue SE. Traffic control will be required to manage traffic during construction with no traffic impacts occurring during the time of the 2025 State Fair and the 2025 Norsk Høstfest.

C. Fiscal Impact

Identified within City of Minot's 2025-2029 Capital Improvement Plan, \$775,000.00 was allocated in the 2025 Engineering - Traffic budget for Traffic Signal Improvements. The 2025 Signal Improvement is funded by Sales Tax Improvements.

Project Costs

Contractor's Low Bid - \$609,271.00

Project Funding

Traffic Division - Capital Equipment

VI. ALTERNATIVES

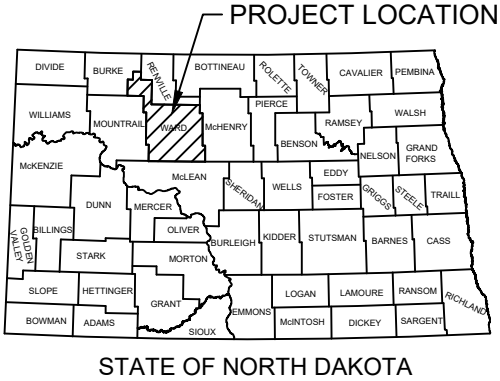
Alternative 1: Council could elect to reject the bid and not to move forward with this improvement project. This would result in a delay in implementation of much needed signal improvements.

Alternative 2: Council could elect to accept the bid but to only move forward with either Site 1 or Site 2. This would result in a delay in implementation of much needed signal improvements.

CITY OF MINOT
2025 SIGNAL IMPROVEMENT
CITY PROJECT # 4883

WARD COUNTY, NORTH DAKOTA

Streelight Modifications, Signal Cabinet Modifications and Replacement, Battery Backup Replacement, Signal Standard Removal & Replacement

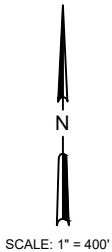


GOVERNING SPECIFICATIONS

City of Minot Specifications - Revised 2022

DESCRIPTION:

- Site 1 Burdick Expwy E and 27th St SE
Site 2 Burdick Expwy E and 8th Ave SE



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.

Lance Meyer
LANCE MEYER, P.E. CITY ENGINEER
PE-7121 11/22/2024
LIC. NO. DATE



2025 SIGNAL IMPROVEMENT
COVER SHEET

Surveyed by	SJ	Project No.	4883
Drawn by	AR		
Designed by	SJ		
Date	11/22/2024		
SHEET			
1 OF 23			

City of Minot			
-	-	-	By
-	-	-	Date
-	-	-	Revision
-	-	-	No.



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: January 6, 2025

**SUBJECT: APPROVE BUDGET AMENDMENT FOR PUPPY DOG COULEE
EASEMENTS**

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to appropriate the temporary and permanent easements for Puppy Dog Coulee - Storm Sewer District #121.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Puppy Dog Coulee (Storm Sewer District #121) started in project concept will be replacing culverts around the Dakota Square Mall area. The culverts start on the west side of 16th St SW and generally travel northeast between commercial buildings before discharging near McDonalds, then under 22nd Ave near McDonalds and Olive Garden, then finally under 10th St near Best Buy. Due to the construction area being around multiple businesses, right-of-way easements are needed to be obtained for construction to begin. These easements were anticipated during the 2023 budget development; however, the funds were not utilized until the project was further in design.

B. Proposed Project
N/A

C. Recommendation Detail

Staff recommends Council approve the budget amendment to appropriate both the temporary and permanent easements necessary to proceed with construction of Puppy Dog Coulee - Storm Sewer District #121.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The funds are already earmarked in the project for these easements; however, the appropriation related to them lapsed at the end of fiscal year 2023.

Project Costs

Temporary Easements - \$135,099.42

Permanent Easements - \$123,787.94

Total Easements - \$258,887.36

Project Funding

The Puppy Dog Coulee - Storm Sewer District #121 project is funded with a combination of Storm Sewer Development, American Rescue Plan Act (ARPA) Funds, and debt proceeds.

VI. **ALTERNATIVES**

N/A

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
STORM SEWER RENTAL AND INTANGIBLE EXPENSES FOR THE PUPPY DOG
COULEE (SSD #121) EASEMENTS.**

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

- §1: Amend the 2024 annual budget to increase the storm sewer rental and intangible expenses for the Puppy Dog Coulee (SSD #121) easements:

14059000-44400	2020590001	\$135,100
14059000-57600	2020590001	123,788

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: January 6, 2025

SUBJECT: SALT STORAGE BUILDING CONTRACT AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the contract amendment and authorize the Mayor to sign applicable documentation.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot is addressing delays in the Salt Storage Building construction project caused by adverse weather conditions, which have impacted the testing and setting of backfill materials. Initially scheduled for completion within 120 days after the Notice of Acceptance, the timeline has been revised to Spring 2025 (300 Days - 10 July, 2025) to ensure proper conditions for construction and testing of the piers/materials. A Contract Amendment has been drafted to confirm that there will not be any changes in pricing. Greystone Construction has provided an inventory sheet for tracking, aiming to facilitate a smooth path to project completion.

B. Proposed Project

The new salt and sand structure will be a three-sided, open-ended building with a 1,900-ton capacity, measuring 65 feet by 85 feet. It will be made of durable fabric to withstand winds up to 105 mph and will include precast bunker panels to reduce shifting of materials.

C. Recommendation Detail

Contract amendment requires approval by Council with signature authority by Mayor.

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:

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

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council could elect to reject amendment. This would lead to continued failure of compaction testing which would increase risk of piers not setting correctly degrading structural integrity of the completed structure.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between the City of Minot (Owner) and Greystone Construction (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Salt Storage Building** which consists of the design and construction for a permanent rectangular shape tension membrane covered truss type building. The structure shall meet or exceed the performance criteria stipulated in the specification for bid.
 - 2. The Site of the Work shall be at the Public Works location 1025 31st St. SE, Minot, North Dakota 58701.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Owner will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Owner will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- D. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or

furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Drawings as listed on the Drawing Sheet Index (Supplied by Contractor).
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (EJCDC® C-550).
 - b. Work Change Directives (EJCDC® C-940).
 - c. Change Orders (EJCDC® C-941).
 - d. Field Orders (EJCDC® C-942).

ARTICLE 3—PROJECT ENGINEER (PW OPS DIR)

3.01 Project Engineer (Project Manager – PW Ops Dir)

- A. The Project Engineer for this Project is the City of Minot Public Works Operations Department.

ARTICLE 4—CONTRACT TIMES

4.01 Contract Times

- A. The Work shall be substantially complete within 120 days after the Effective Date of the Notice to Proceed (September 13, 2024) and ready for final payment once completion is determined by Owner.

4.02 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or

interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.03 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Project Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Project Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Project Engineer each month.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, the amount that was submitted in the Greystone Construction bid, subject to adjustment under the Contract: \$227,085.00

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

- b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<i>Automobile Liability</i> Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

c. *Excess or Umbrella Liability*

Per Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- D. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- E. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and

automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

- F. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other

contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Project Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Project Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Project Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations

that the shop drawing or sample may have from the requirements of the Contract Documents.

- D. Project Engineer will provide timely review of submittals. Project Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Project Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Project Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner. Additional warranties listed in the bid specification shall be adhered to for the duration stipulated.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Project Engineer's Status*

- A. Project Engineer will be Owner's representative during construction.
- B. Neither Project Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Project Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Project Engineer or those appointed will make visits to the Site at intervals appropriate to the various stages of construction. Project Engineer or those appointed will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Project Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Project Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Engineer's decision, subject to the need for Project Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Project Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
 - 1. Review the condition in question;
 - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Advise Owner of Project Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Project Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Project Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Project Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Project Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Engineer, Contractor shall, if requested by Project Engineer, uncover such work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the work is not defective.
- B. Project Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress/Lump Sum Payments*

- A. Lump sum items will be broken into units that allow for measurement of Work in progress.

14.02 *Retainage*

- A. The Owner shall retain **10%** of each progress payment until the Work is substantially complete.

14.03 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Project Engineer will either recommend payment and present the application for payment to Owner or return the application for payment to Contractor indicating Project Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Project Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Project Engineer, are necessary to protect Owner from loss because the work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.05 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Project Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Project Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Project Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Project Engineer does not consider the Work substantially complete, Project Engineer will notify Contractor and Owner of the reasons for Project Engineer's decision.
- C. If Project Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Project Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Project Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.07 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.08 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Project Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Project Engineer, or Contractor, such notice must be in writing, and delivered in person (by

commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, Project Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the laws of North Dakota, and any legal action to interpret the Contract shall be filed in a District Court located in Ward County, North Dakota.

The Effective Date of the Contract is September 3, 2024.

Owner:

City of Minot
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Thomas Ross
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

PO Box 5006

Minot, ND 58702-5006

Designated Representative:

Name: Ben Cofell
(typed or printed)

Title: Project Civil Engineer
(typed or printed)

Address:

PO Box 5006

Minot, ND 58702-5006

Phone: 701-857-4140

Email: Ben.cofell@minotnd.gov
(Agreement.)

Contractor:

Greystone Construction Co.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 9-23-24
(date signed)

Name: Gordie Schmitz
(typed or printed)

Title: President
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Gary Grahek
(typed or printed)

Address for giving notices:

2995 WINNERS CIRCLE DRIVE STE 200
SHAKOPEE, MN 55379

Designated Representative:

Name: Adam Hekensiefken
(typed or printed)

Title: _____
(typed or printed)

Address:

2995 WINNERS CIRCLE DRIVE SUITE 200
SHAKOPEE, MN 55379

Phone: 218-838-7382

Email: adam.h@greystoneconstruction.com

License No.: _____
(where applicable)

State: _____



FIRST AMENDMENT TO SALT STORAGE BUILDING CONTRACT, INITIALLY ENTERED INTO BY AND BETWEEN CITY OF MINOT AND GREYSTONE CONSTRUCTION ON SEPTEMBER 3, 2024

THIS FIRST AMENDMENT to the Salt Storage Building contract is made and entered into effective December 30, 2024 ("Amendment Effective Date") and is by and between the City of Minot (City) and Greystone Construction. Throughout this Amendment, the City and Greystone Construction shall be collectively referred to as "the Parties", and each a "Party".

WHEREAS, the City of Minot entered into a contract with Greystone Construction on September 3, 2024, with a term of 120 days expiring on January 11, 2025; and

WHEREAS, the parties now desire to amend the contract to extend the term of the contract established in paragraph 4.01(A). (Term.) by (300) days (July 10, 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 paragraph 4.01(A). (Term) in the contract is hereby deleted and replaced in its entirety with the following:

1. Term. The Work shall be substantially complete within 300 days after the Effective Date of the Notice to Proceed (September 13, 2024) and ready for final payment once completion is determined by Owner. The term of this contract shall be three-hundred (300) days from the commencement date. Upon written agreement by both Parties, this contract may be extended.

This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "contract" in this Amendment include the terms contained in the the original contract. To the extent there should be any conflict between the terms of the contract and the Amendments to the contract, the terms and provisions of the most recent Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Salt Storage Building Contract, effective as of the Amendment Effective Date.

IN WITNESS THEREOF, the Parties have caused this Contract to be executed by their undersigned officials as duly authorized,

CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

Date

Greystone Construction



Title: SENIOR PROJECT MANAGER

12/30/24

Date

Attest:



Title: CFO

12/30/24

Date



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: January 6, 2025

**SUBJECT: CEMETERY ADMINISTRATIVE SPECIALIST / EQUIPMENT
OPERATOR LEAD POSITION DESCRIPTION MODIFICATION**

I. RECOMMENDED ACTION

It is recommended City Council approve the position description modification.

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112
Lisa Jundt, Human Resource Director, 701-857-4753

III. DESCRIPTION

A. Background

The current vacancy for the administrative specialist position has prompted a comprehensive review of all roles within the Cemetery. This analysis highlighted the critical responsibilities of the administrative specialist, which include overseeing essential office duties, communicating with families and funeral directors, coordinating burial arrangements, and managing the sale of burial lots. The evaluation also revealed the necessity for a dedicated lead position that would not only support administrative tasks but also facilitate the professional growth of employees by providing opportunities for career advancement. Currently, there are only four full-time employee positions, underscoring the lack of developmental experience for those aspiring to leadership roles without the presence of a lead position. This gap indicates the potential for improvement within the organizational structure to better support staff development and operational efficiency.

B. Proposed Project

The project involves the reclassification of the current administrative specialist position to that of an equipment operator lead, both maintaining the same grade level (grade 54). This transition aims to blend the responsibilities of the administrative role with those of an equipment operator, creating a more versatile and efficient position. The newly established equipment operator lead will dedicate 25% of their time to office administration tasks while focusing 75%

on cemetery field work. Additionally, this role will include supervisory responsibilities, overseeing two full-time employees throughout the year and managing the schedules of 3 to 4 seasonal hires during the busy summer months. This restructuring is intended to enhance operational efficiency, improve workforce management, and ensure that both administrative and fieldwork tasks are effectively coordinated.

C. Recommendation Detail

The current position description is for an administrative specialist. Modifying the description to include roles and responsibilities for an equipment operator lead would enable office and field support assistance for coverage during holidays and time off. Additionally, this would help increase leadership / developmental experience for city employees.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing - Providing adaptive and strategic posturing to help achieve strategic growth.

B. Service/Delivery Impact:

The reclassification of the administrative specialist position to equipment operator lead provides several benefits. It creates a more versatile workforce by enhancing skills across administrative and field operations. The supervisory role will improve staff coordination, particularly during busy periods with seasonal hires. Additionally, this change supports professional development and job satisfaction, ultimately leading to better service delivery and a more engaged team.

C. Fiscal Impact

Project Costs

No cost due to reclassification of current grade 54 position (administrative specialist) into another grade 54 position (equipment operator lead).

Project Funding

N/A

VI. ALTERNATIVES

City Council could elect to reject the position description modification / combining of roles and responsibilities. This would limit opportunities for equipment operator lead experience and drive scheduling conflicts due to time off and holidays. Due to the limited FTE positions, safety in the field becomes an issue when more than one equipment operator is out sick or on PTO.

EQUIPMENT OPERATOR, LEAD

DEPARTMENT:	Cemetery	REPORTS TO:	Cemetery Superintendent
FLSA STATUS:	Non-Exempt	DIRECT REPORTS:	Cemetery Equipment Operator Staff
PAY GRADE:	54	DATE REVISED:	12/26/2024

NATURE OF WORK

This position involves skilled work in the operation of medium to heavy motorized equipment. The role includes guiding and training less experienced employees, supervising cemetery operations in the absence of the cemetery supervisor and overseeing maintenance and administrative functions related to the care of the City-owned cemetery. This encompasses managing equipment operators, seasonal staff, and assists with office duties performed by cemetery supervisor in the absence of the cemetery supervisor.

ESSENTIAL FUNCTIONS OF WORK (May not include all of the duties performed.)

Operates a variety of light, medium and heavy sized motorized equipment including backhoe, large tractors, mowing machines, and the like.

Supervises the use of hand and power tools for tasks like clearing debris, digging holes, repairing and adjusting equipment, preparing surfaces, painting, assembling and replacing signs and removing snow and ice.

Ensures safety protocols are followed while guiding the team in effective tool usage.

Oversees cemetery grounds maintenance, repairs graves that have settled, applies fertilizers and herbicides, installs and repairs sprinkler system, clears snow.

Attends and conducts safety meetings; follows safe procedures in carrying out the work.

Hauls sand, gravel, rock and other materials to and from sites, hauls equipment, tools and supplies.

Services and performs minor repairs on equipment.

Provides guidance, direction and training to less experience employees.

Assists cemetery supervisor with conferring with families and funeral directors, making arrangements for burials; showing and selling burial lots; supervising collection of lot sales and burial fees; escorting funeral processions; providing assistance during burials.

Supervises a work crew in the absence of the cemetery supervisor, acts as a lead worker at the request of the cemetery supervisor.

Supervises and prepares grave sites for burial to include, grave digging, vault placement, grass and monument placement.

Maintains records on work activities; inventories and orders materials and supplies; prepares reports on maintenance activities.

Assists with maintaining a system of cemetery records and aids families with grave locations.

Assists in preparation of annual budget for division; monitors budget expenditures.

Must be on call periodically.

Ability to perform 24-hour standby duties for public works emergencies in the City.

Performs other related duties as assigned.

REQUIREMENTS OF WORK

Knowledge of cemetery operations and maintenance.

EQUIPMENT OPERATOR - MEDIUM, LEAD (continued)

Knowledge of office management and office equipment.

Ability to plan, organize, schedule, assign and evaluate the work of subordinate employees.

Ability to plan, schedule, organize and prioritize a cemetery operations and maintenance program.

Ability to maintain records and to prepare reports.

Ability to communicate effectively, both orally and in writing.

Ability to establish and maintain effective working relationships with other employees and cemetery customers.

Knowledge of light, medium and heavy sized motorized equipment operation and possesses ability to safely operate it.

Considerable knowledge of routine equipment maintenance.

Demonstrated ability to effectively operate track-type tractors, excavators, backhoe, and similar equipment.

Knowledge of safety standards and precautions pertaining to the use and operation of motorized equipment on city streets and hand and power tools.

Ability to use peripheral vision in avoiding hazards while operating equipment.

Ability to visually detect power lines, water meters, vehicles, and other hazards while operating the equipment.

Ability to perform heavy manual labor, including bending, stooping, reaching, digging, and lifting heavy objects.

Ability to stand and/or sit for long periods of time. Ability to climb up into and down from equipment. Ability to read and follow written and oral instructions.

Ability to read and follow written and oral instructions.

Ability to operate a motor vehicle.

DESIRED MINIMUM TRAINING AND EXPERIENCE

Completion of high school and four-years of experience in the operation of light and medium motorized equipment as an Equipment Operator-Light / Medium; or any equivalent combination of training and experience.

NECESSARY SPECIAL REQUIREMENTS

Possession of a valid North Dakota commercial driver's license, with appropriate endorsements for equipment used.

PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee is regularly required to talk and hear. This position is very active and requires standing, walking, bending, kneeling, stooping, crouching, crawling and climbing all day. The employee must frequently lift or move items up to 25 pounds and occasionally lift or move items up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles, moving mechanical parts and vibration. The employee is exposed to a variety of extreme weather conditions at construction job sites. The noise level in the work environment and job sites can be loud



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: January 6, 2025

SUBJECT: CASE# 2024 -12-01 GERLE FIRST ADDITION - FINAL PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

Consider Approval of a major subdivision final plat to subdivide the property into two (2) lots.

B. Proposed Project

The legal description for the property is the NW1/4SE1/4 Less Highway Right-of-Way, Section 22, Township 155 North, Range 82 West, Ward County, North Dakota. The subject property address is 6405 HWY 2 E.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

This plat will facilitate the expansion of a local construction company.

C. Fiscal Impact

N/A

Project Costs

N/A

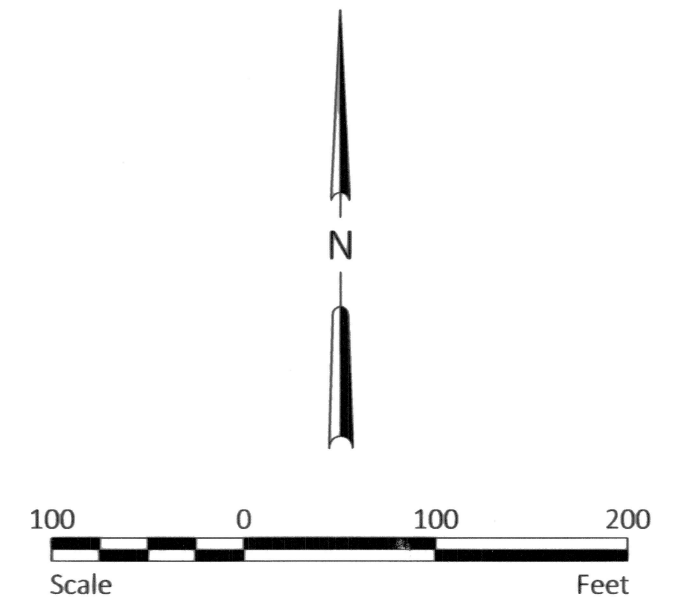
Project Funding

N/A

VI. ALTERNATIVES

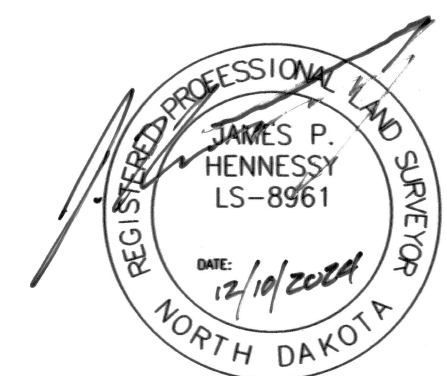
Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

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



IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
RIGHT OF WAY MARKER	□
MEASURED BEARING	S00°39'24"W
MEASURED DISTANCE	315.16'

DISTANCES SHOWN ARE GRID DISTANCES IN TERMS OF U.S. SURVEY FEET. USE COMBINATION FACTOR OF 1.0001470216 TO CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.



Sheet 1 of 2
Project No. 12692-0001

GERLE FIRST ADDITION

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

Owner's Certificate:

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

Beginning (P.O.B) at the Southwest corner of Section 22, Township 155 North, Range 82 West of the Fifth Principal Meridian, Ward County, North Dakota; Thence N00°46'22"E, along the West line of said Section 22, a distance of 2,649.91 feet to the West Quarter Corner of said Section 22; Thence S89°37'49"E, along the East-West Quarter line of said Section 22 a distance of 2,639.78 feet to the Northwest corner of the Southeast Quarter of said Section 22, said point also being the **True Point of Beginning (T.P.O.B)**; Thence S89°35'46"E, along the North line of the Southeast Quarter of said Section 22 a distance of 1,323.26 feet to the Northeast corner of the Northwest Quarter of said Southeast Quarter; Thence S00°44'14"W along the East line of said Northwest Quarter of the Southeast Quarter, a distance of 509.10 feet; Thence S00°44'54"W along the East line of said Northwest Quarter of the Southeast Quarter, a distance of 715.45 feet to the North Right-of-Way line of U.S. Highway No. 2; Thence N89°35'15"W along said North Right-of-Way line, a distance of 460.34; Thence N89°41'08"W along said North Right-of-Way line, a distance of 374.66 feet; Thence N89°41'12"W along said North Right-of-Way line, a distance of 24.39 feet; Thence N89°36'27"W along said North Right-of-Way line, a distance of 463.96 feet to a point on the West line of the Northwest Quarter of the Southeast Quarter of said Section 22; Thence N00°44'52"E along the West line of said Northwest Quarter of the Southeast Quarter, a distance of 1,225.19 feet to the **True Point of Beginning (T.P.O.B)**.

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

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

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

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

In witness whereof I have set my hand and seal.

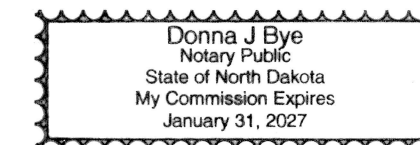
Owners:

Sharon M. Gerle
Sharon M. Gerle
Deed Holder

State of North Dakota) s.s.
County of Ward)

On this 13th day of December, 2024, before me, a notary public within and for said county and state, personally appeared Sharon Gerle, Deed Holder, known to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged to me that they executed same as their free act and deed.

Notary public: Donna J. Bye



Surveyor's Certificate:

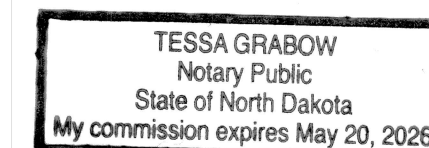
I, James P. Hennessy, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this 10th day of December, 2024 that the plat hereon is a true and correct representation of the survey thereof, that all distances are correctly shown on said plat in feet and decimals of a foot, and that the monuments for the guidance of future surveys have been placed in the ground as shown.

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

State of North Dakota)
County of Ward) s.s.

On this 10th day of December, 2024, before me, a notary public within and for said county and state, personally appeared James P. Hennessy, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

Notary public: Tessa Grabow



City Engineer's Approval:

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

Lance Meyer, City Engineer

Date



Sheet 2 of 2
Project No. 12692-0001



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 18, 2024

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

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project

The subject property address is 6405 HWY 2 E.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:

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

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor Ross
Members of the City Council

FROM: Lisa Jundt, Human Resource Director

DATE: January 6, 2025

**SUBJECT: APPROVAL OF COMPENSATION CONSULTING PROPOSAL WITH
HERRONPALMER**

I. RECOMMENDED ACTION

It is recommended City Council approve the Consulting Contract with Herronpalmer; and further, allow the Mayor to sign the contract on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

Lisa Jundt, Human Resource Director, 701-857-4753

III. DESCRIPTION

A. Background

In 2023 City Council directed the Human Resource Department to complete a compensation structure survey every three years to maintain competitive market salaries for all City of Minot positions. In addition to maintaining competitive salaries for recruitment and retention purposes, this project will review the overall organizational structure and job descriptions aligning with the process improvement initiative the City has already begun.

B. Proposed Project

The project will be conducted from the beginning of February through the end of May 2025. Herronpalmer will utilize a comprehensive approach in this project starting with feedback from leadership on philosophy strategies and challenges. The project will continue with focus groups composed of middle management and current employees to provide a full understanding of the organizational structure. This approach will allow Herronpalmer to make suggested structure and/or process improvements.

C. Recommendation Detail

The Human Resource Department reached out to five firms and received proposals from the following three consultants: JER HR Group, Herronpalmer, and [Salary.com](https://www.salary.com) Compensation Consultants. The JER HR Group proposal provided a similar project scope and deliverables as Herronpalmer, but at a

much higher cost, and although the [Salary.com](https://www.salary.com) Compensation Consultants proposal was the least expensive, the proposal did not provide deliverables related to organizational structure. After reviewing all three proposals, it was determined Herronpalmer's services best suited the needs and budget of the City of Minot.

IV. IMPACT

A. Aspirations

This contract and the applicable services align with the City Council aspiration of Resilient and Prepared by undertaking the challenges related to workforce recruitment and retention.

B. Service/Delivery Impact:

City services rely on the City retaining and attracting an effective and efficient workforce. Maintaining competitive compensation, while reviewing positions to determine if there are needed revisions and improvements, will enable the City to provide these critical services.

C. Fiscal Impact

This project was budgeted in the HR Department's consultant budget for 2025

Project Costs

Total cost of the project is \$38,200.00

Project Funding

Budget line 10013000-43040

VI. ALTERNATIVES

The alternatives to this project are to choose one of the other two proposals, one of which was not responsive to the full scope of the project, and the other which would exceed budgeted funds. An additional alternative would be not to complete this project at all.



herronpalmer
Market intelligence. Agile sourcing.



City of Minot

Compensation Consulting Proposal

Compensation Structure Project

December 23, 2024

Objective

The objective of this project is to provide a streamlined, market-based compensation structure that provides consistency, supports compliance, and has enough flexibility to support individualized internal pay decisions. This includes reviewing the existing base pay structure in place with the goal of supporting City of Minot (CoM) in their ability to attract, engage, retain the right talent by leveraging a structure that is not only market-competitive and sustainable, but also administratively feasible.

To begin, herronpalmer, a Division of Strategic Non-Medical Solutions, LLC, will conduct interviews with up to 13 organization leaders, so that we can seek-out and understand challenges and insights that impact the employee experience. herronpalmer will also conduct up to 5 Focus Groups to collect feedback from different audiences to understand what parts of the Total Rewards offerings are most valuable and appreciated, compared to offerings that might be undervalued or lacking employee awareness.

herronpalmer will conduct an in-depth review of the existing compensation structure and process, and provide suggested modifications to the compensation structure for approval. Upon approval, the updated structure will be used to conduct an in-dept competitive analysis including identifying any employees outside of the range or below market. Results will be presented to the Project Team and Leadership. An additional meeting will be facilitated to all Employees to share high-level outcomes and next steps.

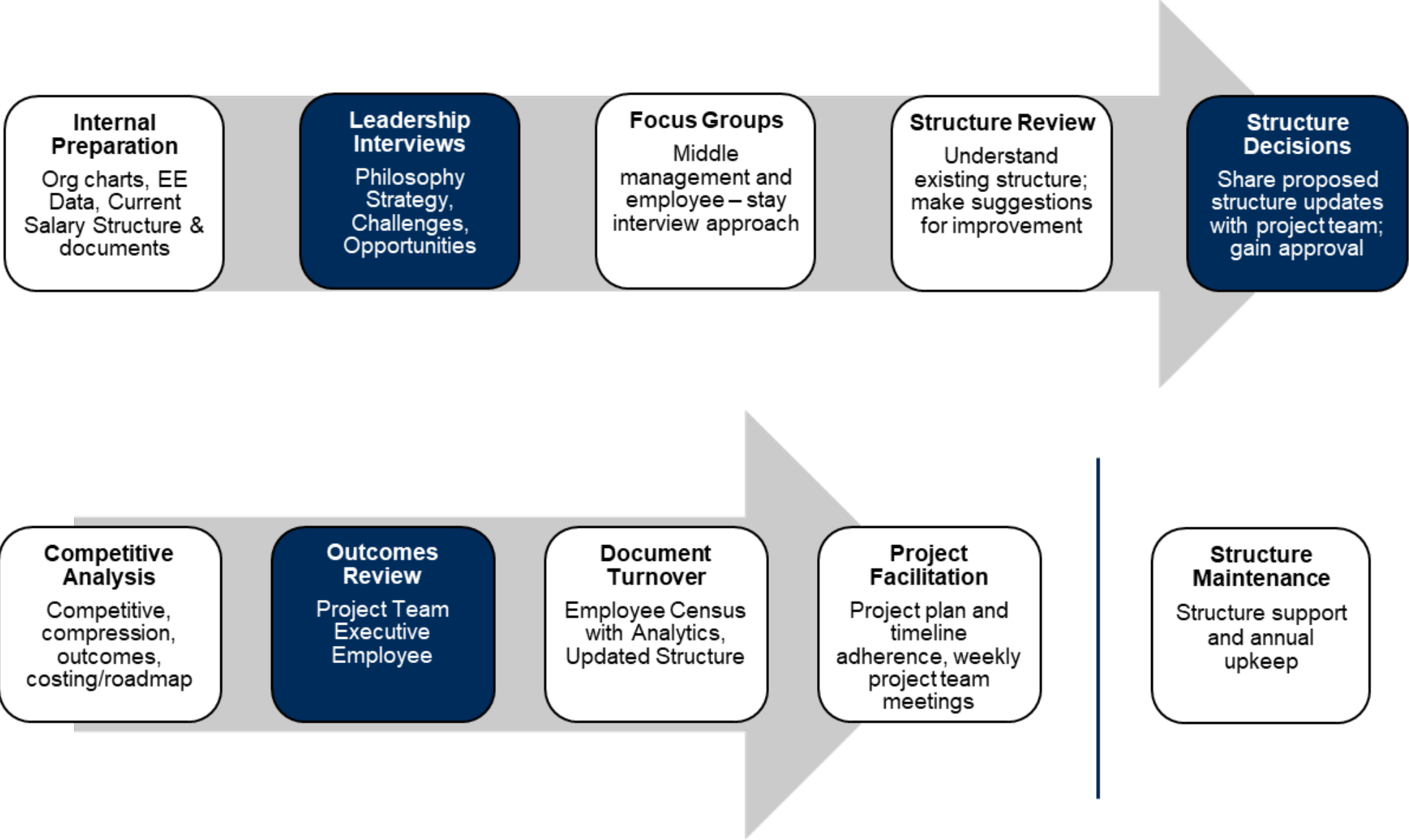
It is highly recommended that the structure be captured within CoM's HR system once it is completed. The system implementation is not part of this proposal, but a separate proposal can be provided for these services. As part of this work, herronpalmer will be happy to offer system architecture suggestions and speak with system administrators to ensure the structure can ultimately be integrated.

It is our intention to work closely with the Project Team to make sure that the project is communicated along the way and can be maintained internally. A detailed list of project activities is outlined on the following pages based upon the process flow pictured on the next page. An overview of our Maintenance Offerings can be found on page 5 and 6, which we can discuss post project completion.

Objective *(continued)*



Compensation Structure Project Process



■ Leadership involvement is critical



- herronpalmer Project Team:**
- Associate Consultant, Compensation
 - Consultant, Compensation Project Manager
 - Consultant, Compensation Practice Leader

Project Activities

Activity	Owner	Timing
<u>Internal Preparation & Job Descriptions</u>		
Develop detailed project plan and identify roles & responsibilities	hp	FEB
Prepare and facilitate Project Kick-off meeting	CoM/hp	
Provide all current plan documents or materials related to Compensation offerings	CoM	
Provide organizational charts	CoM	
Provide employee census report; hp to provide template; hp to prepare EE census database (data QC)	CoM/hp	
Develop leadership interview & focus group facilitation guides and corresponding email communications	hp	
Provide current job descriptions	CoM	
Review and identify missing or incomplete job descriptions; create inventory	hp	
Project Team to research job description inventory concerns; provide answers	CoM	
<u>DELIVERABLE:</u> Job Description inventory	hp	
<u>Leadership Interviews & Focus Groups</u>		
Review and approve facilitation guides with Project Team; incorporate feedback	CoM/hp	FEB-MAR
Project Team to distribute to leaders & focus group attendees	CoM	
Facilitate leadership interviews organization current & desired state compensation	hp	
<u>DELIVERABLE:</u> Project Team report-out; incorporate feedback	CoM/hp	
<u>DELIVERABLE:</u> Interview guide; Executive Summary: notes and trends	CoM/hp	
Facilitate Focus Groups positives opportunities general feedback	hp	
<u>DELIVERABLE:</u> Project Team report-out; incorporate feedback	CoM/hp	
<u>DELIVERABLE:</u> Interview guide; Focus Group Summary: notes and trends	CoM/hp	
<u>Structure Review & Decisions</u>		
Review & understand salary ranges and overall base salary grade structure	CoM/hp	MAR
Leverage project team meetings to ask questions, gain understanding	hp	
Provide suggestions to revise structure, modify approach	hp	
Review suggestions with project team; incorporate feedback & gain approval	hp	
<u>DELIVERABLE:</u> Updated Compensation Structure with base salary ranges	hp	
<u>Competitive Analysis</u>		
Draft Compensation Philosophy	hp	APR
Confirm TLP guidelines	CoM/hp	
Conduct competitive analysis	hp	
Develop recommended approach & costing for employees	hp	
Paid under min, over max, compression (time in position)	hp	
<u>Outcomes Review</u>		
Prepare Project Team Results Presentation	hp	APR-MAY
Review with Project Team; incorporate feedback & gain approval	CoM/hp	
Prepare Leadership Presentation (philosophy, structures & results)	hp	
Review with Project Team; incorporate feedback & gain approval	CoM/hp	
Facilitate Leadership Review meeting	CoM/hp	
Prepare Employee Presentation	hp	
Review with Project Team; incorporate feedback & gain approval	CoM/hp	
Facilitate Employee Review meeting	CoM/hp	
<u>DELIVERABLE:</u> Project Team presentation	hp	
<u>DELIVERABLE:</u> Leadership presentation	hp	
<u>DELIVERABLE:</u> Employee presentation	hp	
Transition all project materials and source documents to Project Team	hp	
<u>DELIVERABLE:</u> Employee Census report for Project Team	hp	
<u>Project Facilitation</u>		
Assist with setting up interviews and Project Team/Executive approval meetings	CoM/hp	FEB-MAY
Prepare and facilitate project team updates/meetings	hp	

Compensation Maintenance Offerings

Overview

Through herronpalmer's Compensation Maintenance Offerings, our team can help you build on the solid foundation laid in our initial project. Together, we can help maintain your compensation structure by offering ongoing support to keep your structure market competitive for years. From pricing new and hot jobs to helping ensure your structures are current and evolving your analytics to demonstrate the impact year-over-year, our team will be with you every step of the way.

Why herronpalmer?

Our Compensation team has already invested in learning your organization's specific culture, challenges and developed your compensation philosophy - we understand the ins and outs of your structure. Additionally, our team has the experience, knowledge, and capacity beyond what any single compensation position could provide. Our team will maintain the tools and processes we developed with you to help streamline your compensation decision-making and provide ongoing, customized consultation unique to your organization.

What We Offer

Our offerings come in different tiers with various levels of involvement and support. We can work with you to determine which Maintenance Offering and timeline work best for you.



MAINTENANCE OFFERINGS

Annual Structure Maintenance

YEAR 1 STRUCTURE REFRESH
• Employee Factors • Cost of Labor Updates • Salary Range Updates • Analytics & Budget Prep
YEAR 2 STRUCTURE REFRESH
• Employee Factors • Cost of Labor Updates • Salary Range Updates • Analytics & Budget Prep
YEAR 3 STRUCTURE REBUILD
• Employee Factors • Cost of Labor Updates • New Market Data Pull • Salary Range Rebuild • Analytics & Budget Prep

MAINTENANCE OFFERINGS

On-Going Consultation

	Platinum	Gold	Silver	Bronze
New Jobs – Job matched, validated, market priced and mapped into base pay structure and job architecture (if applicable)	Monthly	Quarterly	Semi-Annual	Annual
Hot Jobs – Job matches reviewed, validated, re-market priced and re-mapped into base pay structure and job architecture (if applicable)				
Training, Education & Communication Support				
Consultation on Market Trends & Best Practices				
Census Refresh				
Analysis, Compensation Dashboard & Recommendations				
Cost of Labor Tracking				

Chelsea Hamilton

*Consultant, Compensation
Practice Leader*

CONTACT

Chelsea.Hamilton@herronpalmer.com

Cell: 336.698.5424



OVERVIEW

Chelsea is the Consultant, Compensation Practice Leader for herronpalmer. She is responsible for partnering with clients on a wide array of Compensation projects including base pay structure design, job architecture, incentive plan design, and compensation analytics.

Chelsea began her career in Human Resources in early 2014 as part of an in-house HR team. Her in-house experience included system administration, benefit plan design and administration, compliance, HR operations, change management and more. Later in her career, Chelsea accepted a role with Innovative TR Solutions and began specializing in Compensation. Chelsea went onto become the Compensation Consulting Manager and eventually the Compensation Consulting Director at Brown & Brown, and now serves as the Compensation Practice Leader at herronpalmer, a division of Brown & Brown.

Chelsea brings experience in designing customized compensation and job architecture outlines, conducting in-depth analytics (including competitive, compression, cost of labor, equal pay), and providing tailored recommendations that combine market data and best practices. She also has experience in developing internal communication strategies, designing benefit and time off plans, HR process optimization, and project planning.

AREAS OF EXPERTISE

- Base Pay Structure and Job Architecture Design
- Analytics
 - Competitive Analysis
 - Compression Analysis
 - Equal Pay Analysis
- Incentive Plan Design
- Project Management

Chelsea Hamilton

Consultant, Compensation
Practice Leader

CONTACT

Chelsea.Hamilton@herronpalmer.com

Cell: 336.698.5424



herronpalmer

CLIENT EXPERIENCE

In-House	• Black Creek Group • DCT Industrial • Prologis	
Client Work	• Acceleration Partners • Accruit • Adapt America • American Health Information Management Association • American Regent • Arapahoe Library District • Asian Americans Advancing Justice – Southern California • Avow • Axlerator • Borrego Solar • Boulder Associates • Central Coast Agriculture • Charlotte’s Web • Child Crisis Arizona • Citizen’s State Bank • Colorado Public Radio • Community Care, Inc. • Coordinated Care Services, Inc. • CORE Electric Cooperative • Creekstone Farms Premium Beef • David Lawrence Centers for Behavioral Health • Denver Art Museum • Denver Rescue Mission • Denver Scholarship Foundation • Doctors Care • Douglas County Libraries • Dumb Friends League • Everbridge • FCCS • Food Bank of the Rockies • Frasier Meadows • Global Health Exchange • Gopher Resource • Guild Education	• Haynes Mechanical Systems • Heaven Hill • Holiday Inn Club Vacations • Labouré College • Martin/Martin • Metropolitan State University of Denver • Mercy Housing • National Housing Trust • National Information Solutions Cooperative • Nevada HAND • New Hampshire Ball Bearings • OakLeaf Surgical Hospital • Oswego County Opportunities • Particle Measuring Systems • Phoenix Rescue Mission • Potawatomi Business Development Corporation • Potawatomi Hotel & Casino • Red River • Rose Community Foundation • Royal Credit Union • Swallow Hill Music • Tang & Company • The Hilliard Corporation • The Imagine Group • The Michaels Organization • THK America, Inc. • Toyon Associates • UDC • UDR • Veterans United Home Loans • Volunteers of America • Way Finders • WSB Engineering • WVU Hospitals

Jes Ward

*Consultant, Compensation
Project Manager*

CONTACT

Jes.ward@herronpalmer.com

Cell: 720.938.6415



OVERVIEW

Jes Ward is a Consultant, Compensation Project Manager for herronpalmer, a division of Brown & Brown. Jes is responsible for managing projects in various areas of Compensation, such as base salary structures and incentive plans. She advises clients on industry best practices and provide them with powerful business tools and solutions to assist them to transform their organization as a result of the project work.

Jes began her career in Human Resources in early 2007 in the U.S. Army. This unique experience took her all over the world ensuring mission readiness for her unit by being responsible for system administration, compliance, HR operations, and more. Later in her career, Jes accepted an in-house role with Metropolitan State University of Denver as a Senior Compensation Program Manager. In this role she was responsible for the administration of the compensation program, partnering with leaders on organizational structure changes and compensation related matters, diversity and inclusion initiatives and internal equity analysis.

Jes prides herself on being approachable and a collaborative professional to clients. She takes the utmost integrity in her approach to her work and is focused on delivering a high-quality service to clients.

AREAS OF EXPERTISE

- Base Pay Structure Design
- Job Architecture Design
- Employee Factors
- Analytics
 - Compression Analysis
 - Competitive Analysis
 - Equal Pay Analysis
- FLSA
- Short-term and Long-term Incentive Development
- Facilitating Executives Interviews & Presentations
- Project Management

herronpalmer

Jes Ward

Consultant, Compensation
Project Manager

CONTACT

Jes.ward@herronpalmer.com
Cell: 720.938.6415



CLIENT EXPERIENCE

In-House	MSU Denver US Military
Non-Profit	American Health Information Management Association Asian Americans Advancing Justice Southern California Community Care Inc. Denver Lawrence Centers Denver Rescue Mission Denver Scholarship Foundation Food Bank of the Rockies Oswego County Opportunities
Business	Acceleration Partners Adapt of America Axlerator Boulder Associates Architects Central Coast Agriculture CORE Creekstone Farms Premium Beef Douglas County Libraries Gopher Resource Haynes Mechanical Systems Holiday Inn Club Vacations The Hilliard Corporation WSB Engineering
Education	Regis University

Hannah Hargrave

*Consultant, Compensation
Project Manager*

CONTACT

Hannah.Hargrave@herronpalmer.com

Cell: 970.210.7449



OVERVIEW

Hannah Hargrave is a Consultant, Compensation Project Manager for herronpalmer and is in Colorado. Hannah is responsible for managing projects in various areas of Compensation and Total Rewards. This includes conducting research and maintaining market awareness across various industries and labor markets; creating structures that support internal equity and external competitiveness; and developing tools and resources to assist with administration, while supporting compliance.

Hannah's professional and educational background brings a distinct perspective to her role, with varied experience in research, higher education, and healthcare. Her approach to project management stems from her evidenced-based practice mindset in research settings, using mixed methods to approach multifaceted organizational questions. She has learned how to provide depth and breadth of insight to complex and unique situations. She applies this mindset to client projects, ensuring delivery of individualized and thoughtful solutions. Additionally, Hannah's passion for education and professional development helps develop a motivating work environment that encourages effective change management.

Hannah prides herself in being solution-focused. She loves to dive into data and analytics to make informed decisions and enjoys collaborating with people on projects.

AREAS OF EXPERTISE

- Base Pay Structure & Job Architecture Design & Maintenance
- Competitive, Compression, Cost of Labor & Pay Equity Analytics
- FLSA, Time-Off Plan & Shift Differential Reviews
- Employee Factors Exercise and Analysis
- Compensation Education and Communication Strategy Development
- Facilitating Executive Interviews and Presentations & Leadership Training
- Live & Virtual Conference Presentations & Speaking Events
- Project Management

Hannah Hargrave

Consultant, Compensation
Project Manager

CONTACT

Hannah.Hargrave@herronpalmer.com
Cell: 970.210.7449

CLIENT EXPERIENCE

Client Experience	American Regent Arapahoe Library District C3 Corporation Central Coast Agriculture Colorado Public Radio Coordinated Care Services, Inc. Denver Rescue Mission Douglas County Libraries Dumb Friends League Eagle County Farm Credit Council FCCS Consulting Flexential Frasier Meadows Global Health Exchange Great Plains Restorative Services Labouré College of Healthcare Martin & Martin Consulting Engineers National Housing Trust New Hampshire Ball Bearings Nevada Hand Potawatomi Hotel & Casino Red River Rose Community Foundations Tang & Company THK Americas Veterans United Home Loans 3Z Corporations
-------------------	---

Jessica Day

Associate Consultant,
Compensation

CONTACT

Jessica.Day@herronpalmer.com

Cell: 818.821.4472



OVERVIEW

Jessica Day is an Associate Consultant, Compensation for herronpalmer and is located in Washington. Jessica is responsible for completing projects in various areas of Compensation. This includes conducting research and analysis, developing tools and resources and partnering with clients to transform their compensation practices.

Jessica began her career in Human Resources in 2015 as part of an in-house HR team. Her in-house experience includes HR operations, system administration, new employee onboarding, benefit administration and more. Later in her career, Jessica accepted a Payroll and Benefits Coordinator role for a non-profit organization. In this role she was responsible for administering employee benefits and payroll processing. Before joining herronpalmer, Jessica was an HR Specialist for a school district. In this role, she focused on benefit administration, state reporting, budget planning and more.

Jessica prides herself on being a collaborative professional with clients and enjoys using data to inform recommendations and decisions.

AREAS OF EXPERTISE

- Project Management
- Base Pay Structure & Job Architecture & Maintenance
- Cost of Labor
- FLSA
- Analytics
 - Compression Analysis
 - Competitive Analysis
 - Equal Pay Analysis

Cost Proposal

Compensation Structure | February – May 2025

- Internal Preparation & Job Description Collection
- Leadership Interviews & Focus Groups
 - Up to 13 Leadership Interviews (Dept Head Group)
 - Up to 5 Focus Groups
- Structure Review & Decisions
 - Review of existing structure
 - Suggestions of changes to existing structure
 - Approval of structure to move forward with for analysis
- Competitive Analysis
 - Compensation Philosophy
 - Time in Position Guidelines
 - Competitive analysis including under minimum, over maximum, and compression
- Outcomes Review
 - Project Team Results Meeting
 - Leadership Results Meeting
 - Employee Presentation
- Project Facilitation
 - Weekly project team meetings
 - Project plan development and management

\$38,200

OPTIONAL SCOPE ITEMS:

If desired, additional scope can be accommodated for the following areas:

- Additional Leadership Interviews - \$500 per interview
- Additional Focus Groups - \$500 per focus group
- Additional results meetings - \$500 per meeting + 1 hour of presentation preparation at a rate of \$400

Title	2024 Rate
Consultant	\$340
Associate Consultant	\$320
Senior Analyst	\$270
Analyst	\$205

Confidentiality

herronpalmer will treat all data received from CoM as confidential; including all employee personal data, business/financial information, management information, and documentation which is marked as being confidential or proprietary, whether in written or electronic form.

Both herronpalmer and CoM will use all information obtained only for the purpose of and in accordance with this Statement of Work and will not share information with any third party without the prior written approval of one another.

ASSUMPTIONS:

- The above fees are based on the services described in this proposal and the following assumptions:
- All agreed upon deadlines will be met, on both sides. In the event deadlines are missed, scope, timing and cost will need to be discussed. The timing provided in this proposal is protected for two weeks.
 - Data provided will be complete and accurate. If data integrity becomes a concern, the project may need to be paused to evaluate appropriate adjustments to scope and approach before proceeding. Client approval will be obtained before moving forward with any changes.
 - Additional consultants and/or analysts may support the project from time to time (depending on task), to expedite work and enable efficient use of budget. If so, these consultants will be introduced to CoM to ensure familiarity with the project team. If additional hours are needed, CoM and herronpalmer will discuss and approve scope increase prior to commencing any additional work.
 - The services described above will be invoiced monthly in arrears over the course of the engagement.
 - Invoicing will commence following the end of the month that the projects commences.



By: _____

Date: _____

TBD
TBD

By: _____

Date: _____

Kathleen Dillon
Managing Director



Thank You

Chelsea Hamilton
Consultant, Compensation Practice Leader

Direct (336) 698-5424
Chelsea.Hamilton@herronpalmer.com



© 2024 herronpalmer, a Division of Strategic Non-Medical Solutions, LLC

herronpalmer, a division of Strategic Non-Medical Solutions, LLC, does not provide legal, regulatory or tax guidance or advice. If legal advice, counsel or representation is needed, the services of a competent legal professional should be sought.

Proprietary and Confidential. No part of this document may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval devices or systems, without prior written permission from herronpalmer.

**Strategic Non-Medical Solutions, LLC
Professional Services Agreement
With City of Minot**

This Professional Services Agreement ("Agreement") is entered into and effective as of December 23, 2024 (the "Effective Date") by and between Strategic Non-Medical Solutions, LLC ("Provider"), an Illinois limited liability company, and City of Minot, ND (the "Client") with a principal place of business of 1025 31st Street SE, Minot, ND 58701, each referred to herein individually as a "Party" and collectively as the "Parties." herronpalmer is a business division of Provider and will be performing the Services under this agreement.

Provider provides professional advisory services associated with the evaluation, negotiation, implementation and management of information technology and business process service delivery alternatives, which includes co-sourcing and outsourcing. Client wishes to engage Provider to provide certain of these services as identified in the Agreement.

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Services. Provider agrees to provide, and Client agrees to receive, the advisory services (the "Services") particularly described in one or more signed Scope of Work ("SOW") at the prices as agreed by the Parties in the SOW. Each SOW shall include a description of any Services to be provided thereunder along with the costs associated therewith and the time period for performance. Each SOW shall be valid, incorporated herein by reference and become a part of this Agreement only when signed by an authorized representative of each Party. Any change to a valid SOW must likewise be signed by an authorized representative of each Party in order for the change to be valid. SOWs and changes therein shall not be enforceable hereunder unless signed by an authorized representative of each Party.

2. Term and Termination. Either Party may terminate this Agreement or an individual SOW hereunder at any time for any reason or for no reason by providing at least thirty (30) days' prior written notice to the other Party. Upon receipt of a termination notice from Client, Provider shall cease all Services identified in the termination notice within thirty (30) days of the notice. In the event Client terminates this Agreement without cause, Client will be liable for payment of all work performed and expenses incurred under this Agreement up to the date of termination, which shall be no less than thirty (30) days from the date of the notice. In the event Provider terminates this Agreement without cause, Client will only be liable for payment of work actually completed by Provider prior to the date of termination and Provider shall refund any amounts previously paid by Client with respect to any work that is not completed by the effective date of termination. Upon termination by either Party, all undisputed amounts owed or incurred hereunder shall immediately become due and payable without any further liability to Provider. In the event Client requests that Provider suspend work on any ongoing project and requests that Provider remain ready to resume the work at some future time with the same or equally qualified personnel, Provider shall have the option to (a) terminate the project effective immediately upon notice to Client, or (b) make a commercially reasonable effort to comply with Client's request. If Provider elects to make such an effort, but it does not produce the same or equally qualified personnel at the time requested by Client, then Client may terminate the project upon notice to Provider without further liability hereunder. Unless earlier terminated as provided herein, this Agreement shall remain in force during the period that Provider provides any Services to Client (the "Term"). Except for those terms and conditions identified to specifically survive this Agreement, all rights of the Parties under this Agreement shall immediately cease upon any expiration, cancellation or termination of this Agreement. The following Sections shall survive any expiration, cancellation or termination of this Agreement: 2, 3, 6, 7, 8, 9, 10, 11, 12, 18 and 20.

3. Fees and Payment. Client agrees to pay to Provider the fees and reasonable out-of-pocket expenses agreed upon in an SOW. Provider will send an invoice to Client monthly for the Services provided Client in the preceding period. All objections by Client to an invoice must be made in writing to Provider within ten (10) days after the receipt of the invoice. If no objections are received by Provider within such ten day period, the invoice shall be deemed accepted by Client. For those engagements invoiced on labor

rate basis, Provider may increase its billing rates by 3% on the anniversary of the Effective Date upon thirty (30) days written notice to Client. Client agrees to pay each invoice (1) in U.S. dollars, (2) within thirty (30) days after receipt, and (3) via a wire transfer to Provider's U.S. bank account. All undisputed past-due payments shall bear interest at a rate of one (1%) per month (twelve percent (12%) per year) or at the highest rate of interest allowed by the applicable laws, whichever is lower, from the date the invoice first becomes past due until date of receipt of payment by Provider. Notwithstanding the provisions of Section 2, in the event any invoice has not been paid in full within ninety (90) days of the invoice date, Provider may immediately suspend all or any portion of the Services hereunder indefinitely pending payment in full of such invoices.

4. Taxes. All fees and payments are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency. Client shall be liable for payment of all such taxes, however designated, levied, based on or arising out of any services, deliverables or equipment provided under this Agreement, or on this Agreement including, without limitation, state or local sales, use and personal property taxes, but excluding taxes based on Provider's income ("Taxes"). Client agrees to reimburse Provider for any such Taxes to the extent paid by Provider.

5. Infrastructure Use. During the Term, Client shall make commercially reasonable efforts to make available to Provider certain infrastructure to facilitate the effective delivery of Services to Client. This infrastructure may include, but is not limited to, usable office space including access to a project room, connectivity to the Internet, computer networks, telephones and related business machines/equipment.

6. Intellectual Property Rights. Provider has developed a proprietary system, hereafter described, which includes all intellectual property, including copyrights, throughout the world with respect thereto, used for the purpose of assisting clients in strategic engagements and to evaluate potential information technology and business process service delivery alternatives, and to explore new technology and business process options and strategies (collectively, the "Provider System"). The Provider System includes, but is not limited to, methodologies employed in the process of consultation, pre-existing material, sourcing documentation, requests for proposal templates, forms, presentations, analysis, charts, schedules, audio, video, text, graphics, multimedia and associated documentation, and related other functions and features, and all associated hardware, software, data, inputs and outputs, in all forms and formats, together with any modifications, enhancements, revisions, derivative works or substitutions that may be made by or on behalf of Provider from time to time, all copies of the foregoing and all intellectual property rights in and relating to all of the foregoing. The Provider System is and shall remain the sole and exclusive property of Provider. Notwithstanding any provision to the contrary, however, the Provider System does not contain, and will not be deemed to contain, any Client Confidential Information.

Client shall be, the sole and exclusive owner of all right, title, and interest throughout the world in and to all the documents, results and materials developed by Provider for Client under any SOW (collectively, the "Deliverables") In no event, however, shall the Provider System, including any Provider preexisting intellectual property such as copyrighted templates, or any Provider Confidential Information be deemed to be Deliverables.

7. License of the Provider System. Notwithstanding anything in Section 6 to the contrary, to the extent that any Provider System, including copyrighted templates, is contained in the Deliverables, Provider retains ownership of such Provider System and hereby grants Client an irrevocable, fully-paid, non-exclusive, non-transferable right to use the Provider System, on the project described in the SOW and on any Client internal projects related to the SOW, provided that such license does not include use of the Provider System by third parties (other than the Client's Affiliates). No other use of the Provider System is allowed by Client without Provider's prior written consent, and Client agrees that it shall not remove or alter Provider's copyright management information which may be included in the Deliverables to protect Provider's intellectual property.

8. Confidentiality. Provider and Client agree that they may, in the course of this relationship, be exposed to or acquire certain information which is proprietary to or confidential to Provider or Client or their respective employees, agents or affiliates (collectively, "Confidential Information"). Any and all information,

in all forms and formats (including, without limitation, written, oral, electronic, automated, audio, video and image formats) obtained by either Party arising from or related to this Agreement, including any access codes or passwords assigned hereunder and all information provided to or by, or developed by or for, Client or Provider, including, without limitation, the Provider System, the Deliverables or any part thereof, shall be deemed to be Confidential Information. Additionally, Confidential Information shall include all information that either Provider or Client is obligated to a third party to treat as confidential, to the extent that the other Party is notified in writing of such obligation at, or prior to, the time that the SOW is developed. Provider and Client will be obligated to manage all proposals submitted to Client by a service provider or vendor during the Term as Confidential Information. Confidential Information shall not include information which is: (i) in or becomes part of the public domain other than through a violation of the duty of confidentiality in this Agreement; (ii) demonstrated to be previously known to the receiving Party prior to receipt of same from the disclosing Party, (iii) independently developed by the receiving Party outside of this Agreement without the use of any portion of Provider or Client Confidential Information, or (iv) lawfully obtained by the receiving Party from third parties who are not subject to confidentiality obligations regarding the information.

To the extent permitted by North Dakota Law, each Party agrees to hold the Confidential Information of the other Party in strict confidence and not to use the Confidential Information of the other Party except for the benefit of the other Party as permitted under this Agreement. A Party shall not copy, reproduce, sell, assign, license, market, transfer or otherwise give or disclose the other Party's Confidential Information to third parties except to the extent: (i) expressly authorized herein, (ii) expressly authorized in writing by the other Party, and then only to the extent strictly necessary to perform the respective obligations of the Parties under this Agreement; or (iii) such disclosure is legally required by a court or government agency. In the event disclosure is required pursuant to (iii) above, the Party required to disclose the information shall give the other Party notice of such intended disclosure so as to allow the owner of such information the opportunity to obtain a protective order. Confidential Information of the other Party will only be provided to the employees, agents and representatives of a Party who agree to be bound to protect such Confidential Information in accordance with the provisions set forth herein; provided, that each Party shall be liable to the other Party for any breach of the confidentiality obligations of this Agreement by such Party's employees, agents and representatives.

Each of the Parties hereby acknowledges and expressly agrees that any breach by it of this Agreement, which does or may result in loss of confidentiality of the Confidential Information, would cause irreparable harm to the other Party for which money damages would not be an adequate remedy. Therefore, each of the Parties hereby agree, that in the event of any threatened or actual breach of this Section by it, the non-breaching party will have the right to seek injunctive relief against threatened, continuing or further breach by the breaching Party, without the necessity of proof of actual damages or posting of bond, in addition to any other right which either Party may have under this Agreement, or otherwise in law or in equity.

It shall not be a breach of this Agreement for either Party to disclose the existence of a client relationship between the Parties and it shall not be a breach of this Agreement for Provider to include Client's name and logo on a Provider client list.

Nothing in this Agreement shall require Provider to make its Confidential Information available to third parties whether or not they are bound by separate confidentiality Agreements.

This Section 8 will remain in effect for five (5) years from and after the expiration or termination of this Agreement and the parties agrees to destroy all Confidential Information in accordance with applicable laws and/or their respective data protection policy(ies) upon the expiration of the five (5) years from and after the expiration or termination of this Agreement.

9. Representations and Warranties. Provider represents and warrants to Client that: (a) it has the required skill, experience, and qualifications to perform the Services, it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and it shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; (b) it shall perform the Services in compliance with all applicable federal, state, and local laws and regulations; (c) Except for Provider's preexisting intellectual property, including copyrights, described in Sections 6 & 7, Client will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind; and (d) all Deliverables are and shall be its original work (except for material in the public domain or provided by Client) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

10. Limitation of Liability. Except for either Party's liability for indemnification, in no event will either Party, its parent, affiliates and their officers, directors, employees, agents, or stockholders be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits. Except with respect to any liability for indemnification, the aggregate total liability of Provider, its parent, affiliates and their officers, directors, employees, agents, and stockholders to Client arising from or related to Client's engagement of Provider, whether in contract, breach of warranty, tort, or otherwise, shall not exceed the recoveries from insurance provided or, if none, an amount equivalent to the fees paid by Client to Provider in connection with the project giving rise to the dispute.

11. Indemnification.

11.1 By Provider. Provider will defend, indemnify and hold harmless Client and its directors, officers, employees, affiliates, contractors and agents against all costs, losses, claims, damages, liabilities, proceedings or expenses (including reasonable legal fees and costs) and any other liability arising out of or resulting from (i) any third party claim that Client's possession or use of the Deliverables or the Provider System in accordance with this Agreement infringes or violates any intellectual property right of any third party, (ii) the bodily injury, death of any person, or damage to real or tangible, personal property resulting from Provider's negligent or reckless acts or omissions; and (iii) any breach by Provider of any representation, warranty, or obligation under this Agreement. Notwithstanding the foregoing, Provider will have no liability to Client with respect to any claim of patent infringement to the extent that the claim is based upon (i) the combination of the Provider System with machines, processes, systems, devices or information not approved by Provider, (ii) the modification of the Provider System by a party other than Provider; or (iii) the use of the Provider System in a manner not authorized by Provider in writing.

12. Insurance. Provider maintains Commercial General Liability Insurance, Professional Liability Insurance and Workers' Compensation Insurance. The Services under this Agreement are subject to the following limits: General Liability Insurance - aggregate limit of \$2,000,000 and a per-occurrence limit of \$1,000,000; Professional Liability Insurance - general aggregate limit of \$1,000,000; Workers' Compensation limits are equal to applicable statutory requirements.

Upon request, Provider will provide certificates of insurance to Client. Client may request that Provider obtain additional, supplemental or modified insurance coverage at any time at Client's sole cost and expense. Provider reserves the right to change, modify or substitute such policies from time-to-time upon the provision of thirty (30) days' prior written notice to Client.

13. Independent Contractor. The Parties are and shall be independent contractors to one another. No provision set forth in this Agreement or in any SOW shall create an agency, partnership or joint venture between the Parties. Nor will any provision of this Agreement be construed as creating or establishing the relationship of employer and employee between Client and either Provider or any employee, agent or affiliate of Provider.

14. Force Majeure. Neither Party will be responsible to the other for the non-performance of or for delay in performance occasioned by any cause beyond its reasonable control including, without limitation, acts or omissions of the other, acts of civil or military authority, strikes, lock-outs, embargoes, acts of God, thereby preventing it from discharging its obligations hereunder (collectively, a "Force Majeure Event"). The non-performing Party shall use diligence in attempting to remove or correct any such Force Majeure Event and shall promptly notify the other Party of the extent and probable duration.

15. Assignment. Either Party may, without prior written notice to the other Party, assign this Agreement (including the benefit and burden under this Agreement) to any Affiliate, provided that written notice is provided within ten (10) days following any such assignment, and further provided that the Affiliate is not a competitor of the non-assigning Party. "Affiliate" means any entity (i) that now or in the future is Controlling, Controlled by, or under common Control of a Party or (ii) that purchases substantially all of the assets of the assigning Party. "Control" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise. No other assignment of this Agreement is permitted without the consent of the other Party (such consent not to be unreasonably withheld or delayed). This Agreement shall be binding upon and enforceable by the Parties and their respective successors and permitted assigns.

16. Entire Agreement. This Agreement and any attachments and SOWs constitute the entire Agreement between the Parties and supersede any and all prior representations, understandings, discussions or Agreements between Provider and Client. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party in accordance herewith.

17. Severability. In the event of any conflict between the provisions set forth herein and the provisions of any SOW attached hereto or amended after the Effective Date, the provisions contained herein as of the Effective Date shall prevail except to the extent a contrary intent is expressly set forth in the SOW mutually agreed to by the Parties after the Effective Date. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, U.S.A, without giving effect to principles of conflicts of law that would apply the laws of another jurisdiction.

19. Waiver of Breach. Failure by one Party to notify the other Party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one Party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

20. Non-solicitation. Neither Party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under any SOW which is the subject of this Agreement during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other Party. Notwithstanding the above, this Paragraph shall not restrict the right of either Party to solicit or recruit generally in the media (directly or through recruiters), and shall not prohibit either Party from hiring, without prior written consent of the other Party, the other Party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring Party.

21. Notices. All notices, reports, payments, and the like required under the terms and conditions of this Agreement and sent by either of the Parties shall be sent to the other Party in writing by certified or

registered mail, nationally recognized overnight courier, by facsimile (with confirmation of transmission), or via electronic delivery. By executing this Agreement, the Parties consent to electronic transmission of documents including, but not limited to: statements of work; invoices; work product and other correspondence pertaining to the Agreement. Either party may withdraw consent to electronic delivery in the future via written notice to the other Party. Except as otherwise provided in this Agreement, a notice is effective only if the Party giving the notice has complied with the requirements of this Section. Failure of either Party to give any of the notices referred to in this Agreement shall not relieve the other of its obligations under this Agreement, nor shall it constitute a waiver with respect to any subsequent default.

This Agreement has been executed on the dates set forth below by the undersigned authorized representatives of Provider and Client to be effective as of the Effective Date.

Strategic Non-Medical Solutions, LLC

By: _____

Name: Kathleen Dillon

Title: Managing Director

Date: _____

Address for Notice:

One Beacon Street, Suite 17100
Boston, MA 02108
Attention: Kathleen Dillon

City of Minot

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

1025 31st Street SE
Minot, ND 58701
Attention: Lisa Jundt



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: January 6, 2025

SUBJECT: 2025 USGS MONITORING AGREEMENT (4578.3)

I. RECOMMENDED ACTION

It is recommended City Council approve the standard joint funding agreement with the USGS for operation of two (2) water quality gauges on the Souris River; and authorize the Mayor and Utilities Director to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The City of Minot has been involved with funding two water monitoring sites on the Souris River. One of the sites is upstream of the City of Minot and the second one downstream of the City of Minot.

This contract with the USGS has been in place for a number of years. The contract for 2025 is in the amount of \$24,000. Funding is budgeted in our water plant treatment budget to cover this cost.

B. Proposed Project

Funding is for the operation and maintenance of the water quality monitoring on the Souris River and stream gauges.

C. Recommendation Detail

The recommended action is in line with how this agreement has been handled for the past number of years.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

This provides monitoring of the river levels upstream and downstream of Minot as well as water quality testing.

C. Fiscal Impact

Project Costs

2025 Monitoring Agreement \$24,000

Project Funding

Funding for this agreement is budgeted in the 2025 Water Treatment Plant budget in the amount of \$40,000

VI. ALTERNATIVES

N/A



United States Department of the Interior
U.S. GEOLOGICAL SURVEY
Dakota Water Science Center

ND Programs Office
821 E. Interstate Avenue
Bismarck, ND 58503

SD Programs Office
1608 Mountain View Road
Rapid City, SD 57702

December 3, 2024

Mr. Jason Sorenson
Utilities Director
City of Minot
PO Box 5006
Minot, ND 58702

Dear Mr. Sorenson:

Attached is our standard joint-funding agreement (25NTJFA0044) for the Dakota Water Science Center Water Resources Investigations project, collection of water quality samples at the Souris River above Minot and the Souris River near Verendrye, during the period January 1, 2025 through December 31, 2025 in the amount of \$24,000 from your agency. U.S. Geological Survey contributions for this agreement are \$15,400 for a combined total of \$39,400. Please sign and return one fully-executed original to Misty Daniels at gs-w-dsc_agreements@usgs.gov and retain a copy for your records.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Steven Fuller at (605) 394-3223 or email smfuller@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Misty Daniels at phone number (605) 394-3246 or mdaniels@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

ERIC
VOLKMAN

Eric T. Volkman
Director

Digitally signed by ERIC
VOLKMAN
Date: 2024.12.06
08:57:01 -07'00'

Attached
25NTJFA0044 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000207
Agreement #: 25NTJFA0044
Project #: NT00GT1, 0300, XA
TIN #: 45-6002126

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of January 1, 2025, by the U.S. GEOLOGICAL SURVEY, Dakota Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Minot party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, investigations project for collection of water quality samples at the Souris River above Minot and the Souris River near Verendrye, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$15,400 by the party of the first part during the period
January 1, 2025 to December 31, 2025
- (b) \$24,000 by the party of the second part during the period
January 1, 2025 to December 31, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000000207
Agreement #: 25NTJFA0044
Project #: NT00GT1, 0300, XA
TIN #: 45-6002126

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Steven Fuller
Supervisory Hydrologist
Address: 1608 Mountain View Road
Rapid City, SD 57702
Telephone: (605) 394-3223
Fax: (n/a)
Email: smfuller@usgs.gov

Customer Technical Point of Contact

Name: Jason Sorenson
Utilities Director
Address: PO Box 5006
Minot, ND 58702
Telephone: (701) 857-4768
Fax: (n/a)
Email: jason.sorenson@minotnd.gov

USGS Billing Point of Contact

Name: Misty Daniels
Budget Analyst
Address: 1608 Mountain View Rd
Telephone: (605) 394-3246
Fax: (605) 355-4523
Email: mdaniels@usgs.gov

Customer Billing Point of Contact

Name: Jason Sorenson
Utilities Director
Address: PO Box 5006
Minot, ND 58702
Telephone: (701) 857-4768
Fax: (n/a)
Email: jason.sorenson@minotnd.gov

U.S. Geological Survey
United States
Department of Interior

City of Minot

Signature

ERIC
By VOLKMAN Digitally signed by
ERIC VOLKMAN
Date: 2024.12.06
08:57:26 -07'00' Date: 12/03/2024
Name: Eric T. Volkman
Title: Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

City of Minot
Attachment for 25NTJFA0044
2025-01-01 to 2025-12-31

WATER QUALITY

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
05117500	SOURIS RIVER ABOVE MINOT, ND			
	Water Quality, Measurement	\$7,700	\$12,000	\$19,700
05120000	SOURIS RIVER NR VERENDRYE, ND			
	Water Quality, Measurement	\$7,700	\$12,000	\$19,700
		Total: \$15,400 \$24,000 \$39,400		
		GRAND TOTAL: \$39,400		



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: January 6, 2025

**SUBJECT: APPROVE THE SUBSTANTIAL AMENDMENT #10 FOR CDBG
ALLOCATION 2**

I. RECOMMENDED ACTION

It is recommended City Council approve the Substantial Amendment for Allocation 2 authorizing submission to HUD following the public comment period and public hearing.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The primary reason and need for the Substantial Amendment is to address adjustments needed in funding allocations for certain activities in the Action Plan. In the original allocation, \$50,000 was appropriated to an activity identified as the Anne Street Bridge Planning Study. After the final payout made on this activity, a balance of \$11,558.72 remains.

City staff is currently in the process of closing out second allocation. This amendment will re-allocate funds to those activities where the project costs have come in higher than originally budgeted. HUD does allow for the transfer of funds from one activity to another. However, a Substantial Amendment is required to be submitted to HUD for their review and approval. Before the amendment can be submitted to HUD, a 7-day Public Comment period is followed by a Public Hearing. Once the Public Hearing is completed, HUD then has 45 days to approve or reject the amendment.

This amendment proposed adding \$828.85 to the R4 05 Demolition UN activity and the remaining balance of \$10,729.87 to the R4 Admin activity. Both activities are funded with the CDBG Allocation 2 funds.

B. Proposed Project

The City of Minot's CDBG Action Plan policy for Allocation 2 allows for the

transfer of funds between activities. If there is more than 5% being moved from an activity, a Substantial Amendment is required and must be submitted to HUD for approval.

IV. IMPACT

A. Aspirations

This meets the Council's aspiration of being resilient and prepared.

B. Service/Delivery Impact:

The reallocation of funds will allow activities whose final costs are more than originally allocated to balance and will allow staff to close the activity.. The administrative funds will allow staff to bill any work required to complete the closing of the grant.

C. Fiscal Impact

Approval of this amendment maximizes adequate use of the grant funds in a timely manner to use the remaining funds and move the City closer to grant closeout.

Project Funding

All funds are part of the CDBG Allocation 2 grant

VI. ALTERNATIVES

The council could reject the amendment. By doing so, any remaining dollars would be returned to HUD. Activities with an outstanding negative balance would require a funding source to balance the activities, which would allow staff to proceed with the grant close out. Any remaining funds in an activity that have been spent or transferred to another activity will be returned to HUD.



**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER
RECOVERY**

ACTION PLAN



SECOND ALLOCATION

**CDBG-DR Disaster
Recovery Funds Disaster
Appropriations Act, 2013**

(Public Law 113-2, approved January 29, 2013, Second Allocation May 29, 2013)

August 12, 2013

City of Minot, North Dakota

Curt Zimbelman, Mayor



800-366-6888 or 711:TTY

800-435-8590 or 711:Spanish

800-366-6889 or 711:Voice

877-366-3709: 900 Services

877-366-3709: Speech to Speech

Public Comment: August 12, 2013 to August 19, 2013

Submitted to HUD: August 23, 2013

Approved by HUD: December 9, 2013



The City of Minot is an equal opportunity employer

CONTENTS

Introduction	v
Section 1 Unmet Needs Assessment	1-1
Impacts to the Three Core Aspects of Recovery	1-1
Housing	1-1
Prior to the Flood	1-1
After the Flood	1-2
Areas with Greatest Impact	1-2
Rental Property	1-5
Homeowners	1-5
Displaced Households	1-6
Homelessness	1-6
Public and HUD Assisted Housing	1-7
Housing Demands	1-7
FEMA Damage Assessment	1-8
Data Collection	1-8
HUD's Unmet Needs Estimate	1-9
HUD's Methodology for Estimating Unmet Needs	1-9
Insurance Proceeds	1-11
Home Acquisition	12
CDBG Rehabilitation/Reconstruction	12
Other Sources of Funding	1-12
Souris Valley United Way	1-13
Minot Area Recovery Fund	1-14
State Bank of North Dakota Rebuilder's Loan Program	1-14
Recovery Warehouse	1-15
Unmet Housing Need	1-16
Infrastructure	1-17
Category A – Debris Removal	1-18

Category B – Emergency Protective Measures	1-18
Category C – Roads Systems and Bridges	1-18
Category D – Water Control Facilities	1-18
Category E – Buildings, Contents, and Equipment.....	1-19
Category F – Utilities.....	1-19
Category G – Parks, Recreational, and Other Facilities.....	1-19
FEMA Public Assistance Unmet Need	1-19
Additional Transportation Projects.....	1-20
Infrastructure Unmet Need	1-22
Economic Development	1-22
Hazard Mitigation	1-24
Project Elements.....	1-26
Cost Estimation.....	1-28
Federal Emergency Management Agency – Hazard Mitigation Grant Program (HMGP)	1-29
Water Treatment Plant Protection	1-30
Sanitary Sewer System.....	1-31
Connection Between Unmet Need and Allocation of CDBG-DR Resources	1-32
Section 2 Minot’s Goals, Objectives, and Recommendations for Long-Term Recovery	2-1
Short Term Recovery Recommendations	2-1
Long-Term Recovery Recommendations	2-1
Regional Flood Control	2-2
Housing: Long-Term Recovery Recommendations	2-2
Infrastructure: Long-Term Recovery Recommendations	2-3
Economic Vitality: Long-Term Recovery Recommendations.....	2-4
Federal, State, Local, Non-Profit, and Individual Sources of Funding to be Leveraged	2-5
Housing.....	2-6
Infrastructure and Public Facilities.....	2-7

FEMA Public Assistance Programs	2-7
State of North Dakota	2-8
Economic Development and Financing Tools Available	2-9
Renaissance Zone	2-9
Minot Area Development Corporation	2-9
Minot Convention and Visitors Bureau	2-10
North Dakota Incentives	2-10
Community Development Block Grant	2-10
Bank of North Dakota and Venture Capital	2-10
Department of Commerce – Economic Development & Finance Division	2-10
North Dakota Development Fund (NDDF)	2-10
Agriculture Products Utilization Commission (APUC)	2-11
Economic Development Administration (EDA)	2-11
Section 3: Other Program Criteria	3-1
Promotion of High Quality, Durable, Energy Efficient and Mold Resistant Construction Methods	3-1
Steps the City will Take to Encourage Adequate, Flood-Resistant Housing for all Income Groups	3-2
Planning and Coordination	3-2
Actions to Address Emergency Shelter and Transitional Housing Needs of Homeless Individuals and Families and Those at Risk	3-3
Local Homeless Coalition	3-4
Actions Minot Will Take to Prevent Low-Income Individuals and Families with Children from Becoming Homeless	3-5
Specific Services Provided in Minot	3-5
Actions Minot Will Take to Help Homeless Persons and Persons at Risk of Becoming Homeless Make the Transition to Permanent Housing and Independent Living	3-8
Actions to Address the Special Needs of Persons Who Are Not Homeless	3-8
PHAs, HUD Assisted Housing, Emergency Shelters, Transitional and Permanent Housing for the Homeless and Private Market Units Receiving Project Based Assistance Impacted by the Floods.	3-9
Anti-Displacement and Relocation	3-10

Program Income	3-10	
Monitoring Standards.....	3-10	
Internal Auditing	3-11	
Duplication of Benefits	3-12	
Steps the City will Take to Avoid or Mitigate Occurrences of Fraud, Abuse and Mismanagement		3-13
Conflict of Interest.....	3-13	
Capacity Building	3-14	
Program Administration	3-14	
Section 4: Method of Distribution	4-1	
Buyouts	4-1	
Acquisition of Flooded Properties	4-1	
Reimbursements	4-1	
Reimbursement of Eligible Home Repairs to Homeowners	4-1	
Street and Road Repairs	4-2	
Repairs of Streets and Roads within the Flood Inundation Area	4-2	
Repair and Improvements to 14th, 16th and 46th Streets	4-3	
National Objectives	4-4	
Pre-Agreement Costs.....	4-4	
Section 5: Performance Schedule	5-1	
Amendments to the Action Plan.....	5-1	
Citizen Participation Plan.....	5-2	
Comment Period	5-3	

Appendix A:

Estimated and Quantifiable Performance Outcome Factors

Appendix B:

Citizen Participation Plan

Consideration of Public CommentsCertifications Waiver and Alternative RequirementStandard Form 424 (SF-424)Amendment 1Amendment 2Amendment 3

The City of Minot, North Dakota, which is the county seat for Ward County, was inundated with flood waters on June 22, 2011. The damage to the City included 4,100 properties flooded with 3,100 homes destroyed or extensively damaged. There were 11,000 individuals displaced. Six of Minot's public schools were severely damaged and two completely destroyed. Twelve of 27 sanitary lift stations were inundated with water. All of the City's water wells were inundated, eight river storm pump stations were damaged, 277 street lights were damaged, and many other vital components to the City's infrastructure were damaged as well. This flood has left lasting destruction to the City of Minot and its citizens and according to the Army Corps of Engineers' assessment, "an estimated \$600 million of property and infrastructure damage" resulted.

On April 16, 2012 the U. S. Department of Housing and Urban Development (HUD) allocated \$67,575,964 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the City of Minot for the purpose of assisting recovery in the most impacted and distressed areas that were declared a major disaster in 2011 under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Appropriations Act required funds to be used only for specific disaster-related purposes.

The City has diligently implemented the initial Action Plan and has successfully implemented property acquisitions for flood control and open space, rehabilitated and reconstructed flood-damaged homes, repaired and improved City infrastructure; and

supported two new housing developments. However, the City realizes in order to fully address the housing crisis, critical infrastructure, planning, and housing development must continue to take place. Even with all of the planning and funding that has occurred a large amount of unmet need still exists.

The City of Minot continued to assess its unmet needs and to inform Congress of the necessity of additional funds to restore the City's housing stock, public infrastructure, and to mitigate future flooding impacts. On May 29, 2013, an additional \$35,056,000 was allocated to the City of Minot by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2)

Table i-1 North Dakota State Allocations under Public Law 113-2

Disaster No.	State	Grantee	Allocation	Minimum amount that must be expended in "most impacted" counties identified
1981	North Dakota	State of North Dakota	\$6,576,000	(\$0) Ward County
1981	North Dakota	City of Minot	\$35,056,000	All funds must be spent within jurisdiction

The City of Minot is required to publish an Action Plan for Disaster Recovery (Action Plan) that describes the proposed use of HUD Community Development Block Grant Disaster Recovery (CDBG-DR) funding that will continue to address disaster relief, long term recovery, restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas. The document will describe:

- the City of Minot's recovery unmet needs;
- uses and activities that are authorized under title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.)(HUD Act); or
- activities allowed by waiver or alternative requirement published in an applicable Federal Register notice;
- the City of Minot's response to disaster related impacts; and
- the citizen participation process.

This Action Plan will be used by the City to guide the distribution of \$35,056,000 of CDBG-DR. This Action Plan is in response to the HUD Notice of Funding Availability provided in Federal Register/Volume 78, Number 103, Docket No. FR-5696-N-03.

City of Minot contacts for the Plan:

Cindy K. Hemphill, Finance Director
 PO Box 5006
 515 2nd Avenue Southwest
 Minot, North Dakota 58702-5006
 Telephone: (701) 857-4784
 FAX: (701) 857-4782
 E-mail: cindy.hemphill@minotnd.org

David Waind, City Manager
 PO Box 5006
 515 2nd Avenue Southwest
 Minot, North Dakota 58702-5006
 Telephone: (701) 857-4750
 FAX: (701) 857-4751
 E-mail: waind@minotnd.org

SECTION 1 UNMET NEEDS ASSESSMENT

Section 1

Impacts to the Three Core Aspects of Recovery

The U. S. Department of Housing and Urban Development (HUD) requires an unmet needs assessment to disburse Community Development Block Grant disaster recovery (CDBG-DR) funds for recovery efforts. The objective of the unmet needs assessment is to quantify the funding needed to repair damage and recoup losses, factoring in the funds already received by the Federal Emergency Agency (FEMA) grants, U. S. Small Business Administration (SBA) loans, insurance proceeds, previous CDBG-DR funds and other funding sources available. The unmet needs assessment also assists in prioritizing funds by type and location based on concentration of damage and community needs, with a particular focus on low and moderate income areas, households with special needs and displaced populations.

HUD requires that the Needs Assessment evaluate the three core aspects of recovery – housing (interim and permanent, owner, rental, single-family and multi-family, affordable and market rate), infrastructure, and the economy (e.g., estimated job losses or tax revenue loss due to the disaster).

Housing Prior to the Flood

The City of Minot's main focus over the last few years, even prior to the flood has been housing development. Though a national trend of economic downfall, foreclosures, and a surplus of housing stock has been prevalent for most of the country, this has not been the case in Minot. Well before the 2011 flood, the Bakken Oil boom created a large housing demand in the area. In 2010 Stantec Inc., the City's consultant working on the comprehensive master plan, used building permit data and housing vacancy rates to better understand population growth since 2000. Their review of Minot records showed that 2,094 new housing units were permitted for construction from 2000 to 2009, while 57 units were permitted for demolition; a net gain of 2,037 new units.

The unmet needs assessment assists in prioritizing funds by type and location based on concentration of damage and community needs, with a particular focus on low and moderate income areas, households with special needs and displaced populations.

After the Flood

The existing housing crisis was greatly impacted by the flood in the summer of 2011. Approximately 4,100 parcels sustained some form of damage from the flood. Of the approximately 4,100 parcels affected, 3,100 homes were extensively damaged. One of the main challenges the City is trying to address with these staggering statistics is not only how to ensure that the housing stock is replaced but also that affordable housing is returned. On April 16, 2012 the Department of Housing and Urban Development released the initial direct allocation to the City of Minot in the amount of \$67,575,964. The City went through extensive outreach, planning, and public comments at the time of the initial Disaster Recovery Action Plan. With valuable input from businesses, organizations, elected officials, and constituents a mix of projects was submitted to and approved by HUD.

The City has diligently implemented the initial Action Plan and has successfully implemented property acquisitions for flood control and open space, rehabilitation and reconstruction of flood damaged homes, repaired and improved City infrastructure; and supported two new housing developments. However, the City realizes in order to fully address the housing crisis, critical infrastructure, planning, and housing development must continue to take place. Even with all of the planning and funding that has occurred, a large amount of unmet need still exists.

There were 11,000 individuals displaced by the flood. A majority of the housing structures were not in the FEMA designated 100-year floodplain, and therefore many homeowners elected not to carry FEMA flood insurance. Only 10 percent of the properties damaged were insured. Because of this lack of coverage, FEMA has provided the flood victims in Minot \$84 million for rental assistance and home repair while the SBA has approved \$185 million in low-interest loans for home repair or replacement.

Areas with Greatest Impact

The Mouse River winds through the heart of Minot, the most developed area in the City, and the hardest hit by the flood. The City plans to implement a homeowner buyout program to move residents out of harm's way and to further enhance the flood mitigation goals for the community. As shown by the red boxes in **Figure 1-1**, the City has determined that a majority of the properties in the homeowner buyout program are located in some of the most ethnically diverse neighborhoods. The buyout program will ensure that homeowners in these neighborhoods can sell their house and move to a less flood-susceptible area of the city. However, as shown in **Figure 1-2**, the overall low to moderate income benefit for this area is less than 51 percent. The City has requested a waiver of the overall LMI requirements in order to buyout properties located in the flood inundation area of the City.

Figure 1-1 Diversity Index Relative to Phase 1 Buyout Parcels

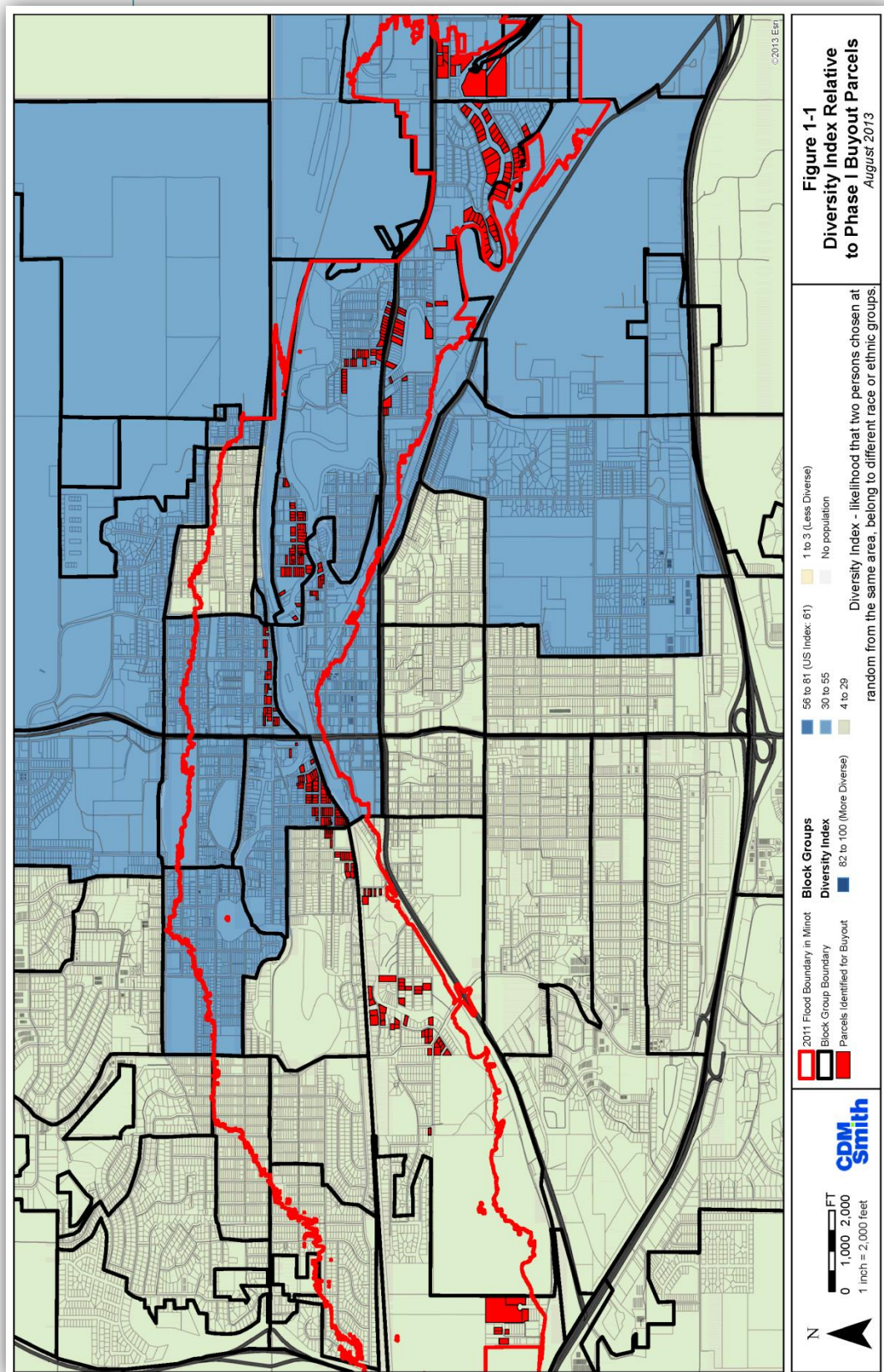
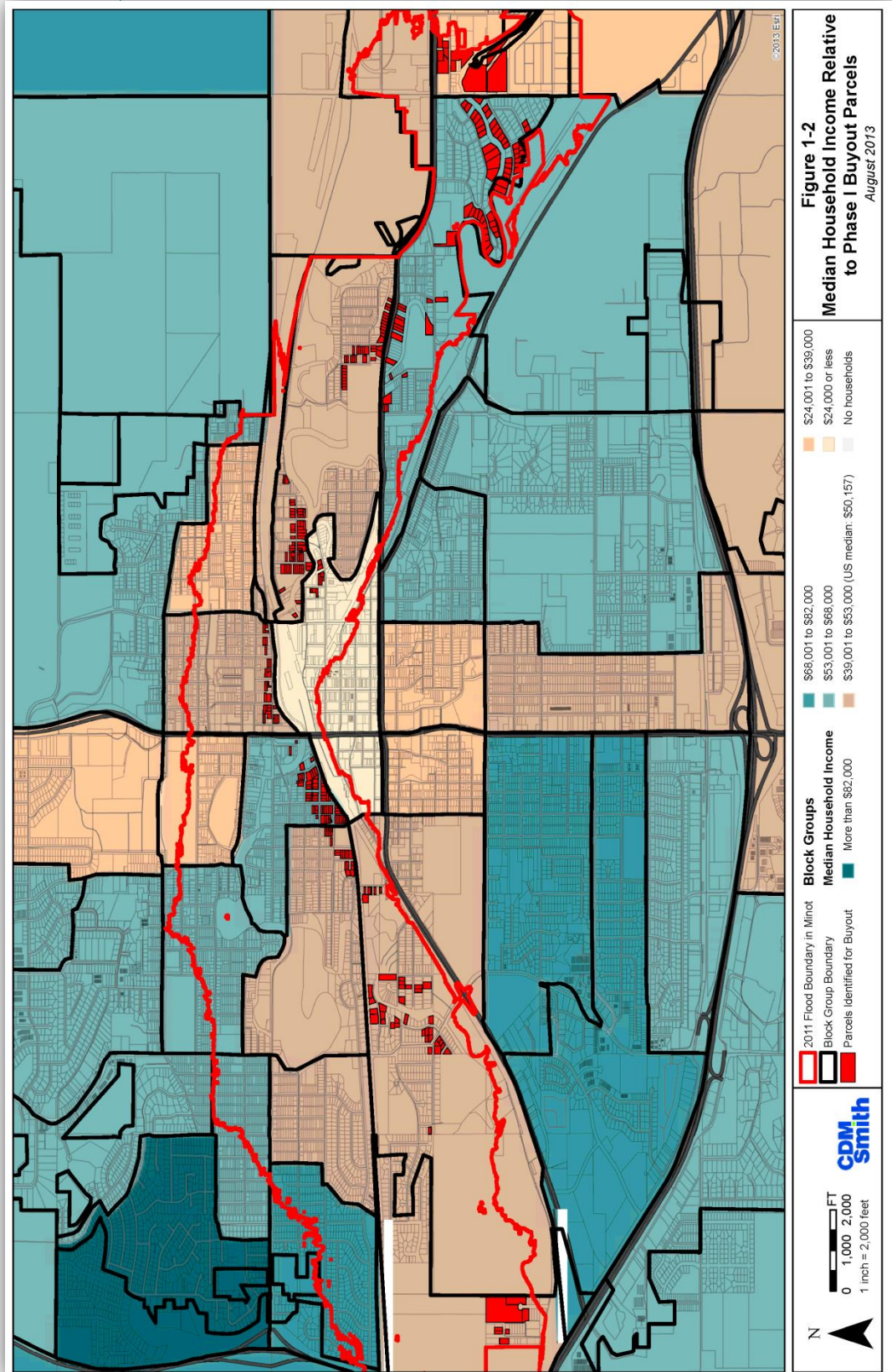


Figure 1-2 Median Household Income Relative to Phase 1 Buyout Parcels



Rental Property

According to the City Assessor's Office, the flood damaged at least 2,360 rental housing units, not including mobile homes. These rental units also include a large group of homeowners who were currently renting out their basements, which were extensively damaged.

The rental market in North Dakota before the flood was already beyond capacity with limited ability to stretch and absorb displaced households post-flood. The flood exacerbated an already limited supply of rental housing. With thousands of housing units rendered uninhabitable, many homeowners turned to the rental market, decreasing the supply of available units and inflating costs. Based on current information, Minot is experiencing a crisis in the lack of rental housing, particularly affordable rental housing for low and moderate income families displaced by the storm. The rental housing market can define its unmet needs as rental programs to repair/replace damaged rental units, additional rental programs to house displaced households (homeowners and renters), and rental housing to assist special needs populations who have difficulty finding affordable housing in the restricted and expensive rental housing market.

Homeowners

The City allocated approximately \$15 million for rehabilitation and reconstruction of flood damaged housing with the first round of CDBG-DR funding. The funds have been determined adequate for assisting the eligible LMI households. Households that used their own funds to repair their homes before CDBG-DR program funds were available are still feeling the impacts from those costs and the City has determined the greater unmet need is to assist these families to recoup some of these financial losses. The City is proposing to use \$5,000,000 of the 2nd CDBG-DR allocation to assist homeowner to recoup up to \$10,000 for repairs to their homes which were made within one year of the date of the disaster.

The number of building permits for single-family houses in Minot has doubled in just two years. In 2010 the City permitted 134 new homes. In 2011, that number was 286 – and as of May 2013 the City has already permitted 136 new single-family homes. The number of townhouses has also skyrocketed, from 9 in 2009 (at a cost of less than \$1 million) to 170 in 2011 (costing more than \$13.5 million). Apartments are no exception – in 2009 \$14.2 million in apartments were permitted, in 2010 that number jumped to \$29.8 million, in 2011 the City witnessed \$43.2 million spent on apartments and so far in 2013 permits indicate that developers are spending more than \$48.5 million on building 487 apartment units. Overall permit activity, across all sectors was: 2008-\$80.25 million, 2009-\$65.9 million, 2010-\$100 million, 2011-\$204.5 million, through May 2013-

\$102.3 million. While the increase in construction is apparent there is still not enough affordable housing to accommodate the citizens of Minot.

One of the largest issues homeowners face in Minot is that the market rate of new single-family and multifamily developments is too high. The average price of a home sold in Minot from January to September 2012 was \$256,842. Ninety-six (96) percent of Minot residents cannot afford a home in this price range. The housing that is being constructed in Minot today is for households moving into the community to support the oil and gas industry. It is important to provide housing for the employees of this important economic driver; however, it is also very important to provide housing options for long-term residents of the community and young people who want to build their future in the community in which they grew up.

As of April 2013, approximately 245 residents are still in FEMA temporary housing units (THUs). In addition, nearly all construction currently underway is not defined as affordable housing. The flood damaged or destroyed many affordable housing units along the river; these units have not been replaced with homes of similar value leaving many residents scrambling to find affordable housing. The City is supporting the development of affordable housing with the first round of CDBG-DR funds. Approximately 200 new affordable housing units will be added to the City's housing stock over the next two years.

Displaced Households

As mentioned above, as of April 2013, approximately 245 residents are still in FTHUs. After their house or apartment was destroyed, many residents decided to leave Minot altogether due to lack of available and affordable housing. With over 4,100 parcels damaged by the flood, current funding will only support the rehabilitation or reconstruction of a few hundred. Appropriate housing must be made available to those persons displaced by the flood. Minot experiences very harsh winters and families placed in FEMA THUs are extremely vulnerable to cold temperatures.

Homelessness

The flooding of 2011 caused extensive damage to housing and caused the displacement of hundreds of households, many of whom had special needs, including the homeless. These households are particularly vulnerable after a disaster. Their support networks were damaged or displaced temporarily by the flood, temporary housing was frequently not accessible to those with mobility impairments, and the increased costs to housing (from rebuilding costs or increased rent) put a tremendous financial burden on special needs households.

In Minot, the homeless population is increasing, there are between 50-75 documented homeless individuals on any given day in the city. However,

these numbers are low because they only represent those homeless who have sought help. There may be many more, but the Minot Area Homeless Coalition (MAHC) does not have a way to contact them. A recent estimate by the MAHC found a need for 51 emergency shelter beds, 140 transitional beds, and 54 permanent supporting housing beds to shelter the flood related homeless population in Minot. A recent homeless facility in Bismarck that just expanded from 25 to 120 beds provided an average price of \$2,921.04 per bed. Using this cost information the MAHC has an unmet need of \$715,654.80.

Public and HUD Assisted Housing

The “working poor,” or households that earn less than 50 percent of Area Median Income, are particularly vulnerable to high-priced rental markets. According to HUD data, 50.4 percent of all renters within this income group are severely cost burdened, paying more than 50 percent of their income on housing. Though eligible for Section 8 rental assistance, there are not sufficient properties accepting vouchers to house all families in need. This is partly due to some housing developments withdrawing from the U.S. Department of Housing and Urban Development low-income programs in order to charge higher rents. The current waiting list for Section 8 housing is 350 households and 325 households waiting for public housing. Over 4,600 housing vouchers, or 45 percent of all housing vouchers issued were unable to be used in 2012 due to the limited supply of residences. These vouchers each hold an average value of \$632. If affordable housing were available to the Minot Housing Authority voucher program, there is approximately \$2.9 million per month that could be used to assist low income households in Minot.

Housing Demands

As explained in the Homeowner section above, the number of building permits for single-family residences in Minot has increased by 100 percent, the number of permits for townhouses has increased by 1,800 percent, and the spending on apartments has increased by 200 percent. From 2008 to 2011, the overall permit activity has increased more than 150 percent. While the increase in construction is apparent, there is still not enough housing to accommodate the citizens of Minot. In addition, nearly all construction currently underway is not defined as affordable housing. The flood damaged or destroyed many affordable housing units along the river; these units have not been replaced with homes of similar value, leaving many residents scrambling to find affordable housing.

Based both on the number of permits issued, and on measurable growth, Minot’s transportation system is another area adversely impacted.

Traffic counts recording the average annual daily traffic along South Broadway, one of the major thoroughfares in and out of town, show a

Virtually all major public infrastructure in the City is strained or exhausted.

unable to be used in 2012 due to the limited supply of residences.

large double digit increase in use by cars/trucks. This is a result of both growth and the displacement and consolidation of residents from the flood. For example, just south of the Highway 2/52 interchange on South Broadway daily traffic counts went from 20,910 to 35,510 in just three years, a nearly 70 percent increase in traffic counts. The result of this increase in traffic is accelerated failure of the City's roadways.

Beyond roadways, virtually all major public infrastructure in the City is strained or exhausted. Sewer collection systems are deteriorating, undersized, and nonexistent in some areas where development is taking place. Similarly the water distribution system will not be able to handle future demand. However, the biggest struggle in the region is the shortage of housing.

FEMA Damage Assessment

Data Collection

One of the largest and most important tasks of disaster recovery is identifying, documenting, and reporting the costs of all damages incurred by the disaster event. Resources are scarce, expediency and timeliness are critical. It is equally important to identify the impact of those damages to the City and its residents through:

- Data collection;
- Housing and Business Surveys; and
- Planning and initiating housing inspections

Immediately after the flood waters receded, the City of Minot, in a joint effort with FEMA, initiated planning to conduct residential damage assessments. The following activities were performed:

- Critical data sources were identified in order to calculate estimated damage values;
- Geographic Information Systems (GIS) was implemented to map damage assessment; and
- U.S. Department of Housing and Urban Development Housing Quality Standards were heeded as the acceptable minimum standard for health and safety

Conducting Damage Assessment Inspections

Initial damage inspections involved calculating an Overall Damage Level (ODL) from "Level 0" to "Level 4", with "Level 0" meaning the unit suffered no damage in the flood and "Level 4" meaning the flood completely destroyed the unit and it could not be salvaged. Housing units that scored a "Level 3" or "Level 4" are considered uninhabitable; however, units that score a "Level 3" are considered repairable.

Calculating Damage Percentage and Estimating Damage Cost

After initial damage inspections were completed, the ODL values were assigned to residential units within the City of Minot. Accordingly, the percentage damage ranges were used as the basis for calculating the ODL. The damage percentage ranges by ODL are listed in **Table 1-1** below.

Overall Damage Level (ODL)	Description	Damage Percentage Range
Level 0	No Damage	0%
Level 1	Affected	0% - 25%
Level 2	Minor	26% - 50%
Level 3	Major	51% - 75%
Level 4	Destroyed	76% - 100%
<i>HCAD Improvement Value x Damage Percentage = Estimated Cost of Damage</i>		

Identifying Displaced Households

To determine the number of replacement residential housing units needed in the City of Minot, units that were classified as Level 3, major damage, or Level 4, destroyed were combined as shown in **Table 1-2**.

Overall Damage Level	Depth (feet)	Number of Parcels	Total Square Footage	RS Means Replacement Costs (using \$83/sq ft)	Damage Percentage (Hazus)	Estimated Damages (\$)
Affected	0.1-2.0	58	64,084	\$5,949,559	18%	\$1,070,921
Minor	Low: 2.0-4.0	106	134,814	\$12,516,132	25%	\$3,129,033
	High: 4.0-6.0	445	788,491	\$73,203,504	30%	\$21,961,051
Major	Low: 6.0-8.0	817	1,018,895	\$94,594,212	40%	\$37,837,685
	High: 8.0-10.0	595	839,950	\$77,980,958	43%	\$33,531,812
Destroyed	Low: 10.0-12.0	349	505,210	\$46,903,696	46%	\$21,575,700
	High: >12.0	93	120,930	\$11,227,141	51%	\$5,725,842
Totals		2,463	3,472,374	\$322,375,202		\$124,932,044

HUD's Unmet Needs Estimate

HUD's Methodology for Estimating Unmet Needs

HUD published the document, Allocation of 2011 CDBG Disaster Recovery Funds, on January 19, 2012 (updated March 16, 2012). According to this document, HUD uses the following methodology for estimating unmet needs.

The data HUD staff had identified as being available to calculate unmet needs for the targeted disasters (major disasters with Presidential declaration issued in 2011 and for which FEMA individual assistance was available) come from the following data sources:

- FEMA Individual Assistance program data on housing unit damage, as of 12/20/2011.

- SBA for management of its disaster assistance loan program for housing repair and replacement, as of 12/21/2011.
- SBA for management of its disaster assistance loan program for business real estate repair and replacement as well as content loss, as of 12/22/2011.
- FEMA estimated and obligated amounts under its Public Assistance program for permanent work, federal and state cost share, as of 12/20/2011.

The average cost to fully repair a home for a specific disaster within each of the damage categories noted above is calculated using the median ratio between real property damage repair costs determined by the SBA or its disaster loan program and the FEMA assessment of real estate damage for the subset of homes inspected by both SBA and FEMA. Because SBA inspects for full repair costs, it is presumed to reflect the full cost to repair the home, which is generally greater than FEMA estimations of the cost to make the home habitable. If fewer than 25 SBA inspections are made for homes within a FEMA damage category, the median ratio between SBA and FEMA assessment of damage in the category for that disaster has a cap applied at the 75th percentile of all damaged units for that category for all disasters and a floor applied at the 25th percentile. If there are no SBA inspections within a FEMA damage category, the national median ratio between SBA and FEMA assessment of damage within a FEMA damage category is used.

To obtain estimates for unmet needs, only properties receiving a FEMA grant are included in the calculation (since these are the cases assumed to have insufficient insurance coverage). Furthermore, the FEMA grant amount and all SBA loans are subtracted out of the total estimated damage to obtain a final unmet needs estimate. **Table 1-3** shows the latest comprehensive HUD estimate for home and businesses with severe unmet needs for Ward County.

Table 1-3 HUD Estimates

HUD estimates of the number of homes and businesses with severe unmet needs and the estimated cost to address the unmet needs – States awarded 2011 CDBG Disaster Recovery Grants

		HUD Estimate of the Number of Damaged Homes and Businesses with Remaining Unmet Needs (As of December, 2011)		HUD Estimate of Severe Housing and Business Unmet Needs (As of December, 2011)		
State	County	Severely Damaged Homes	Severely Damaged Businesses	Total Severe Housing and Business Needs	Severe Housing Unmet Needs	Severe Business Unmet Needs
North Dakota		2,380	182	\$163,661,755	\$145,139,299	\$18,522,456
	Ward County	2,329	182	\$158,803,303	\$141,333,233	\$17,470,070

1. FEMA Individual Assistance program data on housing unit damage (12/20/2011)
2. SBA for management of its disaster assistance loan program for housing repair and replacement (12/21/2011)
3. FEMA estimated and obligated amounts under its Public Assistance program for permanent work, federal and state cost share (12/20/2011)
4. SBA for management of its disaster assistance loan program for business real estate repair as well as content loss (12/22/2011)

The City of Minot data comprises 90 percent of this estimate. HUD estimated Ward County's unmet housing needs to be \$141,333,233; therefore, the City of Minot has an unmet housing need of approximately \$127,199,910 per the December 2011 data (Table 1-4).

Table 1-4 HUD Unmet Needs Calculation

Source	Amount
Ward County Unmet Housing Need December 2011	\$141,333,233
Adjusted 2013 City of Minot Unmet Housing Need	\$127,199,910

Insurance Proceeds

Standard homeowners insurance does not cover flooding, however it is important to have protection from the floods associated with hurricanes, tropical storms, heavy rains and other conditions that impact the U.S. FEMA created the National Flood Insurance Program (NFIP) to help provide a means for property owners to financially protect themselves. The NFIP offers flood insurance to homeowners, renters, and business owners if their community participates in the NFIP. Participating communities agree to adopt and enforce ordinances that meet or exceed FEMA requirements to reduce the risk of flooding. Properties that were located in the FEMA flood zone along Mouse River were able to collect insurance proceeds from the NFIP as summarized in Table 1-5.

Table 1-5 Summary of NFIP Funding

Funding Source	Amount
FEMA NFIP Residential Building Claims	\$47,160,154

Home Acquisition

The City of Minot has allocated \$2.7 million of first round CDBG DR funds to provide a 25 percent match to homeowners participating in the City's voluntary acquisition of flooded properties. The voluntary acquisition of these properties moves residents out of harm's way and will allow the City to have better access to flood control options. The voluntary acquisition program does not involve the use of the City's eminent domain powers and is based on a pre-flood assessed value plus 15 percent. The plus 15 percent was to bring the properties up to fair market value based on information provided by the City of Minot's Assessor's Office. To date, the North Dakota State Water Commission has used \$8,323,930 to fund the acquisition of flooded properties, providing the remaining 75 percent cost share in conjunction with the 25 percent CDBG match (Table 1-6).

Table 1-6 Summary of Home Acquisition Funding (First Round Funding)	
Funding Source	Amount
ND Water Commission - Acquisition of Flooded Properties	\$8,323,930
CDBG - Voluntary Home Acquisition Program	\$2,772,580
Total	\$11,096,510

CDBG Rehabilitation/Reconstruction

Most often, grantees use CDBG-DR funds to rehabilitate damaged homes and rental units. However, grantees may also fund new construction or rehabilitate units not damaged by the disaster if the activity clearly addresses a disaster-related impact. This impact can be demonstrated by the disaster's overall effect on the quality, quantity, and affordability of the housing stock and the resulting inability of that stock to meet post-disaster needs and population demands. A summary of the first round allocations for housing is shown in Table 1-7.

Table 1-7 Summary of CDBG Rehabilitation/Reconstruction Funding	
Housing Program	Amount
CDBG - Housing Rehabilitation Program	\$5,014,998
CDBG - Housing Reconstruction Program	\$10,506,505
Total	\$15,521,503

Other Sources of Funding

As is the case with almost every natural disaster, one of the most important parts in managing the everyday challenges communities face in recovery is the participation of non-profit organizations. Minot has been blessed with the support of many different groups and organizations since the 2011 flood. However, it must be noted that due to the lack of adequate accommodations for volunteer housing, Minot has experienced an

uncharacteristically low number of volunteer teams from State, regional, and national organizations willing to travel to Minot for flood assistance. A unified volunteer center “Hope Village” was established to provide housing and coordinate volunteer groups and individuals who desire to be a part of the resurrection of Minot.

The volunteer effort is further challenged by the severe winter conditions presented in the area. Because of this, volunteer efforts are curtailed October through March and commence full activity April through September 2013 and 2014 at Hope Village.

Volunteerism was in full force by May of 2012, putting the rebuilding process in high gear. Volunteer man hours for the summer of 2012 averaged in excess of 19,000 per month. In fact, volunteer activity was taking place prior to the actual June 22 flooding with the initial threat of large-scale flooding on June 1.

Typical of recovery efforts, the main emphasis is on rebuilding structures. However, in addition to rebuilding efforts, “Project Renew” has served the community with a Crisis Counseling Program which provides information, education, linkage to resources, and emotional support for those in need. This is accomplished with Outreach Workers who go door to door providing the support. To date more than 10,000 individual contacts have been made through this program. Below is summary of several of the groups that have contributed recovery funds for rebuilding of housing since the flood.

Souris Valley United Way

The Souris Valley United Way (SVUW) became the fiscal agent for the Souris River Basin Unmet Needs Committee. The Unmet Needs Committee fund has received more than \$1,290,000 in donations. The SVUW also became the fiscal agent for the \$3.5 million dollar Rebuild and Retain Grant from the North Dakota Department of Emergency Services to be used for flood victims for rebuilding in order to reoccupy their flooded home. As of June 5, 2013 \$2,442,658 has been disbursed to 615 families. An additional \$1.1 million will be added to the grant from the State of North Dakota. These funds will be disbursed as a second round of funding to the qualified first round recipients.

Resources Area Flood Team (RAFT) takes applications from flood survivors to receive case management and assistance in locating resources. RAFT currently has 1,000 plus registered clients. RAFT accepted applications through June 15, 2013. It is anticipated that the Unmet Needs Committee will meet during August to provide financial benefits for the registered RAFT clients.

First round cases numbered 662 helping 1,583 people, second round cases numbered 289, helping 745 people and third round cases number 26,

helping 55 people. After two years, the Unmet Needs Committee still meets monthly. There is an estimated closing of the funds in August 2013.

In summary, to date, these volunteer efforts have served 977 homeowners. As of May 2013, 4,700 volunteers worked in excess of 144,000 hours. More than of \$2.5 million in materials and financial assistance has been spent to aid in the recovery effort with the help of two full-time case workers and 44 volunteer case workers.

Minot Area Recovery Fund

The Minot Area Community Foundation (MACF) was established in 2000 as a conduit of community giving. The MACF strives to serve as a community leader to improve the quality of life within the Minot region by building permanent endowments, encouraging proactive community investments, fostering philanthropy, stimulating community dialogue, and helping donors achieve their charitable goals. Its mission also includes assisting seniors, keeping children safe, and positively impacting the lives of many. With more than \$10.4 million in grants distributed through the beginning of 2013, MACF has assisted over 200 area organizations.

The MACF began creating partnerships for fundraising to assist flood survivors through public relations, awareness and safety – from these partnerships came the Black Eyed Peas concert and Bring Back the Magic Telethon. The Foundation opened an immediate-needs grant cycle, which funded the following local ideas: I Helped Rebuild Minot sheetrock project, Give360 primer project, Souris Basin Unmet Needs Committee, volunteer groups and many others. With a survey through the Rebuilding Neighborhoods program, the Foundation assessed the status of flood victims and from that survey came the idea for distributions to flooded individuals.

Through July 31, 2013, the Minot Area Community Foundation has utilized donations for flood recovery to reimburse 2,514 households \$4,409,744.81 for expenses related to cleaning up or rebuilding their flooded property. These reimbursements had to be evidenced by paid receipts, with the maximum reimbursement amount being \$2,085.79. In the last few weeks, MACF has seen a rise of individuals claiming reimbursement for mobile homes and this number will likely increase slightly through the next few months. In addition to the individual reimbursements, \$1,501,228.79 was put back into the community through organizations to rebuild. The total of flood recovery dollars invested into the community by MACF to date is \$5,910,973.60.

State Bank of North Dakota Rebuilder's Loan Program

In 2011 the State Legislature approved \$50 million to fund the Rebuilder's Loan Program directing the State Bank of North Dakota to provide a fixed

one (1) percent disaster assistance loan of up to \$30,000 to qualified homeowners. Homeowners do not have to make payments on the principal or interest for the first two years of the 20-year loans.

By August 2013, 1,523 loans had been approved with 1,447 (95 percent) going to the Minot area. A total of \$42,610,109 in loans were approved with Minot receiving approximately \$39,268,233 of the funds. As part of the ND Rebuilders Loan Program, 20 percent of the loan is allowed to be spent on non-rebuilding projects. As such, the City of Minot received approximately \$31,414,586 for rebuilding efforts from this program.

During the 2013-2014 North Dakota Legislative Session, the Legislature provided a continuing appropriation for the Bank of North Dakota to maintain a loan fund to make loans to North Dakota residents affected by a presidentially declared disaster in the state for the purpose of rebuilding the resident's flood damaged home, purchasing a new home, or for rebuilding non-owner-occupied property. This will allow landlords a funding source previously unavailable to them. Approximately \$13.5 million in additional funding will be made available from October 1, 2013 through December 31, 2013. In addition, the legislation enables homeowners who received an initial \$30,000 loan to borrow up to another \$20,000 at one percent interest.

Residents who are living in FEMA THUs now can obtain low-interest Rebuilder loans of up to \$30,000 to buy their units.

Other funding made available during the fall of 2011 included grants from a Rebuild and Retain program funded through the State of North Dakota. The City has obtained a grant for \$2,000,000, which will be used to establish a Community Land Trust. Another \$2,454,993 has been awarded to the City for acquisition and rebuilding of homes damaged.

Recovery Warehouse

The Recovery Warehouse was the vision of Minot City leaders and was established through the support of the City of Minot, Ward County, faith and non-faith based organizations and residents of the Souris Valley. Building supplies have been purchased with private party and corporate donations. Donations have included \$10,000 from Wal-Mart, \$50,000 from the North Dakota Community Foundation, \$100,000 from the United Methodist Committee on Relief, and another \$10,000 in private donations.

The supplies are used by the Volunteer Construction Teams rebuilding the valley, including those from Hope Village, Lutheran Disaster Response, Mennonite Disaster Response, Episcopal Relief & Development, United Methodist Committee on Relief and Habitat for Humanity.

RAFT case managers identify those most in need and arrange them by priority. Orders to Recovery Warehouse are placed by construction managers and the Warehouse delivers materials to people's homes. As of

June 13, 2012 the Warehouse had made 80 deliveries to 33 homes totaling \$38,000 in supplies.

With the support of Lutheran Social Services Disaster Recovery the Warehouse space and operating costs are secure until October of 2013. A summary of other funding sources can be seen in **Table 1-8**

Table 1-8 Summary of Other Sources of Funding	
Funding Source	Amount
Souris Valley United Way NDDDES Grant	\$3,500,000
Minot Area Recovery Fund	\$5,910,974
ND Rebuilders Loan Program	\$31,414,586
ND Rebuild and Retain Program	\$4,454,993
Recovery Warehouse	\$38,000
Total	\$45,318,553

Unmet Housing Need

The City of Minot has been very fortunate to have an overwhelming amount of charity and support in the wake of the 2011 flood. In addition to the meals, clothing, shelter, and other assistance offered, over 19,000 hours a month by non-profit workers are being donated to support relief efforts. As time elapses farther from the flood and fundraising becomes increasingly difficult, the City of Minot cannot rely on the continued charity of these non-profit groups. Should funding run out or a disaster happen in another area, causing them to relocate, the City of Minot will be left with a large unmet need for both the goods and services donated. The remaining unmet housing need for the City of Minot is the adjusted value of the unmet housing need calculated by HUD originally in December 2011. The unmet housing need takes into consideration all funds received since the HUD unmet housing need was calculated (**Table 1-9**).

Table 1-9 Remaining Unmet Housing Need	
Category	Amount
HUD Adjusted Unmet Housing Need	\$127,199,910
FEMA NFIP Residential Building Claims	\$47,160,154
Home Acquisition	\$11,096,510
CDBG Rehabilitation/Reconstruction	\$15,521,503
Other Sources of Funding	\$45,318,553
Total Unmet Housing Need	\$8,103,190

Infrastructure

Many State and Federal agencies have contributed to Minot's recovery. FEMA was quick to respond with over \$200 million in funding to provide emergency protective measures, debris removal, and drainage system repairs. These funds were also allocated to private non-profits for the repair, replacement, or restoration of disaster-damaged infrastructure as well as costs incurred for disaster clean-up or emergency actions taken to protect lives or property.

Millions of dollars of critical infrastructure are still damaged and unrepaired; this includes undersized and deteriorating sewer lines and roads that were flooded for up to one month. Sewer and drainage lift stations need to be repaired and resized to prevent future flooding and environmental concerns. The water distribution system is struggling to keep up with current demands. The regional landfill is almost at capacity after being inundated with debris from the flood. In addition, adjustments to the alignment of the Mouse River need to be completed in and around Minot in order to divert flow within the city and prevent a disaster like the 2011 flood from recurring.

The City diligently followed up with the collection of data regarding the infrastructure needs. Understanding the funding processes is critical for the recovery of the City of Minot. The goal of gathering and analyzing data was to expedite recovery and diminish the burden to the City.

The City, in conjunction with the FFEMA, worked to develop approximately 375 Project Worksheets (PWs) to repair damages caused by the floods. Federal Declaration #1981 was published on Tuesday, May 10, 2011 therefore allowing the process of recovery to begin in Minot. As of June 14, 2013 a total of \$81,217,460 has been identified by the City in order to repair and/or replace the necessary facilities. The Presidential decision that was set for this disaster was a 90 percent cost share therefore leaving 10 percent of all dollars obligated to the City. The North Dakota Department of Emergency Services (NDDDES) has agreed to assist the City with the 10 percent cost share and take the burden of 7 percent out of their budget, leaving 3 percent to come from the City's own resources. The obligated funds are identified in Categories A-G. Each Category is represented by different functions within the program. Categories A and B are considered Emergency Measures: Category A is specifically for Debris Removal and Category B is for Emergency Protective Measures. Categories C through G are for the Permanent Work groups. Category C is defined for Roads and Bridges. Category D is for Water Control Facilities. Category E addresses damages to Buildings, Contents, and Equipment. Category F is all Utilities and Category G addresses Parks, Recreational

Millions of dollars of critical infrastructure are still damaged and unrepaired; this includes undersized and deteriorating sewer lines and roads that were flooded for up to one month.

and Other Facilities. Out of the 375 PWs that have been obligated for the City there is approximately \$4,634,885 left that the City has to fund.

Category A – Debris Removal

The flooding of 2011 created approximately 120,000 tons of debris ranging from damaged houses and infrastructure to soils and sediments deposited in the City's storm water system. Emergency levees and temporary flood control dikes protecting City Hall, the Public Library, and the wastewater treatment plant needed to be removed. The citywide debris removal project, the largest debris removal project, was completed on July 15, 2012.

Several debris removal projects still need to be completed or were deemed ineligible by FEMA. Projects such as debris removal from the aeration pond and sediment removal from the storm sewer lines are critical to the health and safety of the residents of Minot. If these projects are not completed, improper functioning of the wastewater treatment plant and the threat of future flooding from clogged storm piping will result.

Category B – Emergency Protective Measures

A variety of emergency protective measures had to be taken before and after the flooding in 2011. These measures included activities such as the installation and removal of temporary flood control levees, the protection and post-flood cleaning and repairs of multiple sanitary lift stations, and equipment and fuel for emergency vehicles. Several emergency protective measures were not funded or were deemed ineligible by FEMA. Projects such as emergency protection of City Hall and the rental of signal lights for one of Minot's most highly trafficked roads were not funded.

Category C – Roads Systems and Bridges

As a result of the flooding in 2011 over 51 miles of roadway was damaged in the City of Minot. Damages to these roadways included 40 sinkholes, 2 vehicular and 3 pedestrian bridges, 277 street lights, 10 traffic lights, and 1,000 traffic signs. Parking lots, driveways, and sidewalks also needed to be repaired. In addition to damages caused by the flood waters, the use of residential roads by heavy trucks and construction equipment during flood recovery activities has left many neighborhood roadways still damaged.

Several road system and bridge projects were not funded or were deemed ineligible by FEMA. Projects such as repair of the Souris River Levee gravel roadway, a church parking lot, and signal lights for the East Burdick Expressway have yet to be funded.

Category D – Water Control Facilities

During the flood of 2011, many of the City's critical drainage facilities were damaged. The proper functioning of a City's drainage system is crucial to protecting the infrastructure of the City and the safety of its citizens from

future weather events. At the completion of this report, the City of Minot has not received any funding to address the repairs needed for its water control facilities; a total of 108 storm water outfalls remain damaged as a result of the flood.

Category E – Buildings, Contents, and Equipment

As a result of the flooding in 2011, many of the City's important public and private buildings were damaged. A quick and thorough response to repairing these buildings and replacing their contents is critical to Minot's recovery. Several buildings, contents, and equipment projects were not funded or were deemed ineligible by FEMA. Projects such as repair of the Cameron Indoor Tennis Center and replacement of the City Sign Shop's contents have yet to be funded.

Category F – Utilities

Many of the City's critical utilities were damaged in the flood as the City's water and sewer system were compromised. A total of 11 drinking wells, 12 lift stations, sanitary sewer piping, storm sewer piping, water mains, and manholes required repair. As of the completion of this report, several utilities projects were not funded and have yet to be completed.

Category G – Parks, Recreational, and Other Facilities

Many of the City's parks, recreational, and other facilities were damaged. Athletic fields, hockey rinks, bicycle paths, and the grounds to the public library required restoration. The Minot Parks and Recreation Department operates as a separate entity from the City. All repairs accounted for in this category are for City-owned facilities only. In addition, repairs to the City's warning sirens and public access facilities needed to be funded.

FEMA Public Assistance Unmet Need

Due to the damages incurred from the flooding of 2011, the City of Minot needs approximately \$81.2 million to restore and complete projects identified throughout the community. The goals of these projects are to allow damaged buildings, parks, and other facilities to return to pre-flood conditions. To date, the City of Minot has received funding of approximately \$76.6 million for these projects. As the City continues to repair and rebuild, there is still an estimated \$4.6 million that is needed to complete the recovery efforts. A summary of the total damages (referred to as project cost), FEMA ineligible project costs, funding received (FEMA and State of ND), and unmet needs is outlined in **Table 1-10**.

Table 1-10 Summary of FEMA PA Program Unmet Need

FEMA Public Assistance Category	Project Cost	Ineligible Projects	Funding Received	Unmet Need
A – Debris Removal	\$1,729,377	\$167,978	\$1,677,496	\$219,859
B – Emergency Protective Measures	\$25,608,688	\$1,448,350	\$24,840,427	\$2,216,611
C – Road Systems and Bridges	\$877,324	\$496,280	\$851,004	\$522,599
D – Water Control Facilities	\$0	\$44,492	\$0	\$44,492
E – Buildings, Contents, and Equipment	\$45,360,820	\$109,252	\$43,999,995	\$1,470,077
F – Utilities	\$2,762,267	\$0	\$2,679,399	\$82,869
G – Parks, Recreation, and Other Facilities	\$2,612,633	\$0	\$2,534,254	\$78,379
Total	\$78,951,108	\$2,266,352	\$76,582,575	\$4,634,886

Additional Transportation Projects

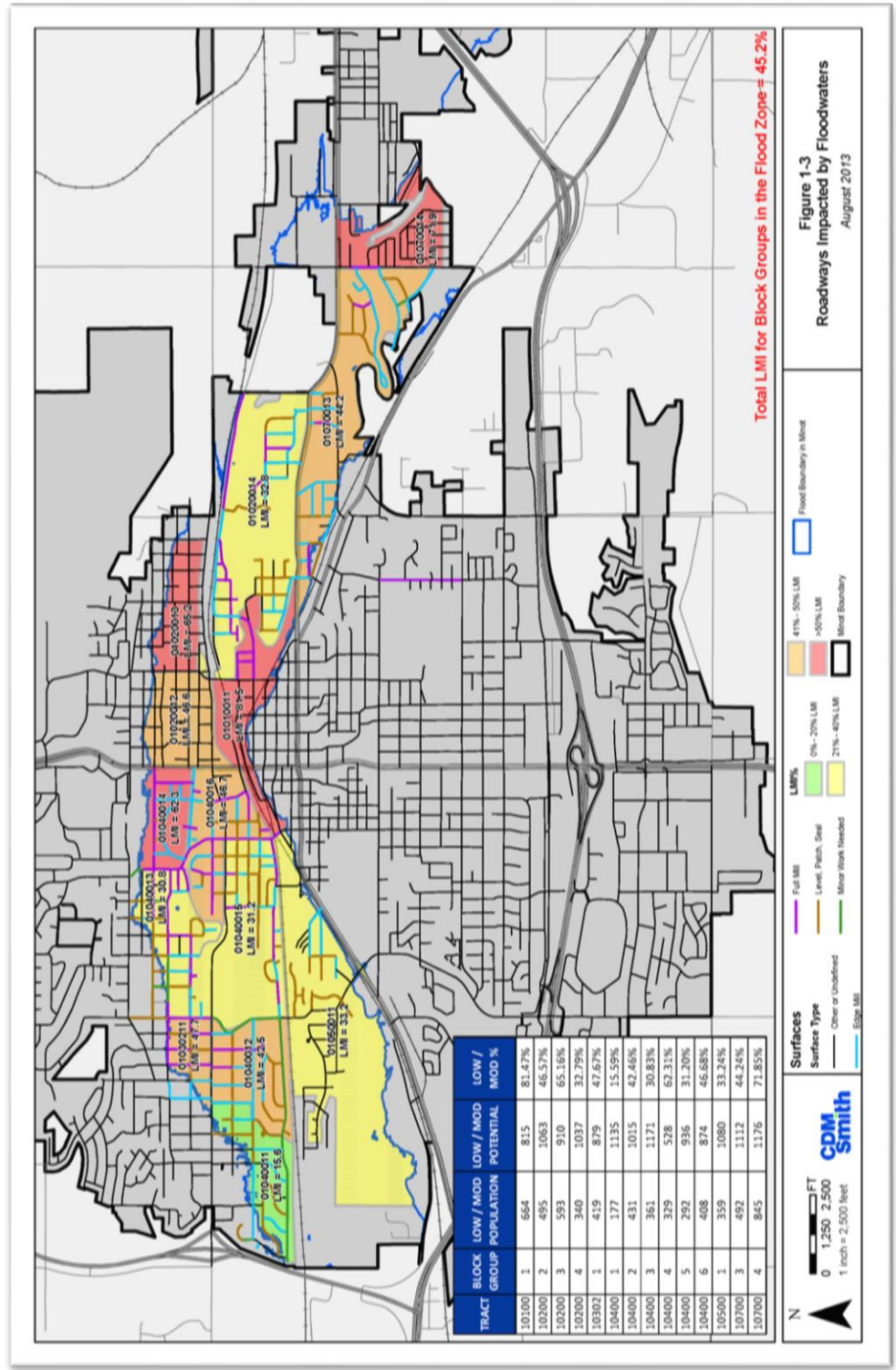
The City of Minot includes a critical network of roads, railroads and bridges that provide the only access to all surrounding areas in the region. This transportation system also serves as the residents' only access to critical facilities including hospitals, fire and police services, and grocery stores. The transportation system is additionally complex as two rail lines travel from east to west necessitating under and overpasses. This three dimensional network is vulnerable to flooding, which could isolate the population, and impair emergency response and regional assistance.

Floodwaters compromise the foundation of a roadway causing large sections of the road to become washed out or creating sinkholes. After a flood the roadway needs to be re-graded and the drainage system needs to be rebuilt and adequately sized. The City of Minot has identified various projects that need to be completed to restore roadways to pre-flood conditions. These projects include full milling (9.1 miles), edge milling (11.6 miles), and leveling, patching and sealing (10.9 miles) of roadways. In addition, along 16th Avenue, 46th Street, and 14th Avenue, complete sections of the roadway need to be reconstructed as well as their associated storm sewers. A map of these work areas can be seen in **Figure 1-3**, and a summary of project costs including unmet need can be seen in **Table 1-11**.

Table 1-11 Summary of Additional Transportation Projects Unmet Need

Project Name	Project Cost	Funding Received	Unmet Need
Roadway Projects - Area A through H	\$9,736,973	\$0	\$9,736,973
Roadway Projects -16th Ave/46 St/14th Ave	\$2,158,495	\$0	\$2,158,495
Roadway Projects - Unit #1, #2, #3, #5	\$1,995,742	\$0	\$1,995,742
Total	\$13,891,210	\$0	\$13,891,210

Figure 1-3 Roadways Impacted by Floodwaters



Infrastructure Unmet Need

A summary of the City of Minot's infrastructure unmet need can be seen in the table below. Existing funding from FEMA and the State of North Dakota has been included in the unmet calculations. Additional infrastructure expansion projects and hazard mitigation efforts were not included in this calculation. At the completion of this report, the City of Minot has an unmet infrastructure need of \$18,526,096 (Table 1-12).

Table 1-12 Summary of Infrastructure Unmet Need			
Infrastructure Project	Project Cost	Funding Received	Unmet Need
FEMA PA Projects	\$81,217,460	\$76,582,575	\$4,634,886
Roadway Projects - Area A through H	\$9,736,973	\$0	\$9,736,973
Roadway Projects -16th Ave/46 St/14th Ave	\$2,158,495	\$0	\$2,158,495
Roadway Projects - Unit #1, #2, #3, #5	\$1,995,742	\$0	\$1,995,742
Total Infrastructure Unmet Need	\$95,108,671	\$76,582,575	\$18,526,096

Economic Development

Businesses located along the Mouse River were significantly impacted by flood waters, resulting in a loss of property and an interruption of daily operations. These losses created an immediate impact on the lives of residents, city operations, and future economic development in the City.

The City of Minot is in a unique position as it was experiencing unprecedented growth going into 2011 from the oil and gas boom in northwestern North Dakota. The City was already struggling to meet the needs of new residents coming to the area for these new job opportunities. When the flood hit in the summer of 2011, the City's already struggling infrastructure and public facilities were seriously impacted. This created a need for the City to provide new residential and business development outside of the flood area. This new development can only happen if the necessary water, sewer, streets, and emergency services are repaired and expanded to accommodate the growth and shift in population.

Minot is also an important service center for the region; meeting the health care, service, and shopping needs of an area extending into eastern Montana and Canada. The City of Minot is also home to the Minot Air Force Base, resulting in demands for goods, services, housing, and tertiary businesses.

The 2011 flood caused a significant disruption to the operations of local businesses both inside and outside the flood zone, causing damage to buildings, losses on inventory, and the loss of business revenue during and after the flood. Many of these losses will not be fully reimbursed by insurance, leaving the burden on business owners. In an effort to

The 2011 flood caused a significant disruption to the operations of local businesses both inside and outside the flood zone causing damage to buildings, losses on inventory, and the loss of business revenue during and after the flood.

understand and meet the needs of the Minot business community, the Minot Area Chamber of Commerce (MACC), Minot Convention and Visitors Bureau (MCVB), and Minot Area Development Corporation (MADC) sponsored the Minot, North Dakota Business Recovery Survey. Local businesses were asked about the losses of inventory and business revenue during and after the flood. For the 164 businesses surveyed, the total loss reported was \$129.6 million. Of these, 95 businesses did not have insurance.

Table 1-13 reports the survey findings of the Minot business community for revenues, costs, and asset losses. The survey used a conservative projection factor (0.425) to project results for all businesses. According to this projection, Minot's overall businesses incurred over \$300 million in losses and costs. Of that, the collective revenue losses (including ongoing losses) approach \$200 million. Flood-related business relocation costs approach \$11 million while building repair costs are approximately \$60 million. Collectively, Minot businesses lost over \$6 million of inventory and over \$28 million of capital equipment. Flood-related evacuation costs are projected at over \$4 million for all Minot businesses.

Table 1-13 Survey Findings of Minot Business Losses during the Flood of 2011			
Topic	Survey	Factor	Results Projected To
Estimated revenue loss due to flood events (all survey data)	\$83,434,060	0.425	\$196,315,435
Business relocation cost estimates (all data)	\$4,650,100	0.425	\$10,941,412
Building repairs/remediation cost estimates	\$25,255,944	0.425	\$59,425,751
Inventory losses (all data)	\$2,615,250	0.425	\$6,153,529
Capital equipment losses (all data)	\$11,971,800	0.425	\$28,168,941
Flood evaluation costs (all data)	\$1,758,321	0.425	\$4,137,226
Total	\$129,685,475		\$305,142,294

According to the survey, only half of the businesses planned to seek assistance. The Small Business Administration provides disaster loans to homeowners and businesses which have been impacted by the floods. Decisions by business owners and managers to continue and expand businesses and expectations for revenue and employment rebounds are strongly influenced by the region's prosperity due to oil and gas developments. The strong local economy and poor national economy are playing a key role in Minot's recovery. While lack of employees and housing are serious issues, the poor national economy will continue to attract both job seekers, and real estate developers/investors to the area. Recovery from the flood event of 2011 is critical for the economic growth of the City of Minot.

Due to the boom in the oil and gas industry, it was reported that within six months over half of all businesses expected to meet or exceed pre-

flood revenue levels. The most critical factor noted was that almost half of all Minot businesses stated they currently are understaffed. The most prominent impediment to filling positions was reported as an inability to find employees. The current unmet need for economic development is defined as the lack of housing for employees which in turn has created the city-wide problem of understaffing.

Hazard Mitigation

The 2011 flood overwhelmed most levees and flood-fighting efforts along the entire reach of the Mouse River through North Dakota, causing extensive damage to homes, businesses, public facilities, infrastructure, and rural areas. In mid-June, heavy rains in the upstream portions of the watershed in Saskatchewan exceeded the storage capacity of upstream reservoirs, already full from the April snowmelt. The inflow was passed downstream, resulting in flood flows along the Mouse River which exceeded the previous record floods of 1881 and 1904. Preliminary estimates indicate that in excess of \$1 billion of damage was caused to over 4,700 commercial, public, and residential structures in Ward and McHenry Counties.

Despite the existence of flood control systems throughout much of the Mouse River Basin, more than 4,000 homes and businesses were damaged and 11,000 people were displaced. Sustained high releases from the Canadian reservoirs (Rafferty, Boundary, and Alameda) and Lake Darling in North Dakota caused significant agricultural losses on both crop and hay production lands along the Mouse River Basin in North Dakota. The transportation system throughout the Mouse River Basin was severely disrupted. Uncertainty regarding the future is prevalent in the minds of homeowners throughout the basin. While the responses of flooded property owners vary greatly throughout the Mouse River Basin, the general approach by property owners has been to remove flood-damaged contents and to clean, sanitize, dry and establish heat in the structure prior to last winter. Many are awaiting the arrival of funding for these projects prior to deciding whether to rebuild their structure(s).

Minot is the largest city in the north central part of North Dakota and is the fourth largest city in the State. It bore the greatest damages from the June 2011 flood in the Mouse River Valley and the damages incurred at Minot affected the entire region, including activities taking place in the oil field developments to the west. Minot is located in Ward County and most of the communities and areas damaged by the flood and the focus of this project are also located in Ward County. After experiencing this massive flood, residents of the Mouse River Valley requested that a project plan be developed that could protect them from events of this magnitude. A team led by Barr Engineering Company was selected to develop the plan on September 22, 2011.

The principal planning objective for the project was to develop a preliminary flood risk reduction plan for the Mouse River Basin from Burlington to Velva and for Mouse River Park that will reduce the risk of damages from river flows comparable to those of June 2011. This area includes the communities of Burlington, Minot, Logan, Sawyer, and Velva, as well as rural developments, farmsteads, and residences between Burlington and Velva. The principal focus of the report was the evaluation of local protection alternatives such as levees and floodwalls.

How the project is developed in Minot affects not only residents of the City of Minot but also the surrounding area and the region. Coordination with the Minot Public Works staff, the Minot Park and Recreation staff, and the Mayor and City Council occurred throughout the project – beginning with the tour of the Grand Forks/East Grand Forks project and the Start-Up Workshop, where City staff members gave extensive feedback on important considerations for plan development. The engineering team received tours of Minot accompanied by City staff, to familiarize team members with the infrastructure, buildings, facilities, and neighborhoods that are important to the City and its residents. These tours included bridges, water treatment facilities, parks and the zoo, historic homes, churches, schools, industrial facilities, critical transportation routes, railroads, public buildings, state fairground facilities, and flooded residential neighborhoods.

Critical planning objectives and constraints of the project recognized the urgent needs of the community to recover from the disaster and address the critical housing shortage in the region. Identified objectives and constraints consisted of the following:

- Provide protection to as many homes as reasonably possible;
- Wherever possible, minimize the project footprint to lessen the number of homes to be acquired for the project;
- Minimize adverse effects to unprotected features, both upstream and downstream. This includes minimizing any increases in flood level water surface, flow rate, or high flow duration;
- Cost effectiveness should be considered so that a project can be developed at the lowest practical cost;
- Key transportation corridors should be operable and open to traffic during the design flood event, including the Broadway Bridge, Highway 83 Bypass, Highway 2 Bypass, and Burdick Expressway;
- Implementation considerations should include minimizing environmental impacts so that necessary permits, including U. S. Army Corp of Engineers (USACE) Section 404 permits, can be obtained; and

- The project should be consistent with the long-range objectives of the affected communities and stakeholders.

Barr Engineering and subcontractor Ackerman-Estvold Consultants created a Purpose and Needs Statement that would ultimately be used for the project's permitting process. The purpose of the project was based on four parallel goals, which together comprise the purpose of the Mouse River Enhanced Flood Protection Project (MREFPP). The purpose of the MREFPP is to meet the following four goals:

- Reduce the risk of property damage due to future flooding along North Dakota's Mouse and Des Lacs rivers, or otherwise encourage the removal or relocation of at-risk structures from the 2011 floodplain;
- Maintain operation of critical elements of the public transportation system during and after a flood event similar to the 2011 flood;
- Implement risk mitigation strategies that would facilitate an increase in the peak release target out of the reservoirs to shorten the duration of overland flooding in agriculture areas throughout the Mouse River Basin; and
- Assist in the development of policy objectives that reduce the risk of property damage due to flooding within the 2011 floodplain.

Project Elements

The existing projects that have been developed to reduce the risk of flood damages along the Mouse River in North Dakota have been developed by the USACE as a Souris River Basin Project. The Souris River Basin Project was developed over a series of years in three separate congressional actions and implemented in three phases. The first phase was a channel modification project in Minot. The second phase was a levee project in Velva. The third phase contained multiple features including flood storage in Alameda and Rafferty Dams in Saskatchewan; construction of a gated spillway and flood storage at Lake Darling Dam; levees at Sawyer, Renville County Park (Mouse River Park), and six subdivisions between Burlington and Minot; structural and nonstructural measures for rural residents along the Souris River; modification of U.S. Fish and Wildlife Service (USFWS) structures in the Upper Souris and J. Clark Salyer National Wildlife refuges; and development of a flood warning system.

The flood control projects featured in the City of Minot were federally designed and constructed by the USACE based on the project authorized by the Flood Control Act of 1965 (P.L. 89-298) and modified based on recommendations by the USACE Chief of Engineers in House Document 286, 87th Congress, 2nd Session, and House Document 321, 91st Congress, 2nd Session. The project is operated and maintained by the City of Minot. The project features consist primarily of channel modifications and

channel cutoffs and are part of an authorized federal project that extends from Burlington to Logan, which included flood control storage in the Burlington Dam. The project features in Minot were constructed separate from and before any of the other components of the authorized project. The City of Minot project extends from the Highway 83 Bypass on the west (upstream) to the Highway 2 Bypass on the east (downstream).

Within the City of Minot, the project is designed to accommodate flows up to 5,000 cfs with freeboard. This is estimated to be the 100-year frequency flood peak discharge with the implementation of upstream reservoir storage in the authorized plan. The City of Minot project features consisted of the following elements:

- **Channel Excavation** – Almost the entire river through Minot was modified; excavation was done on one side of the channel, providing a channel bottom width from 25 to 40 feet, with side slopes generally 1 vertical on 3 horizontal. The channel excavation extends from approximately 21st Street SW on the west (upstream) to the Highway 2 Bypass on the east (downstream).
- **Channel Cutoffs** – There are 9 channel cutoffs in the City of Minot with channel bottoms from 35 to 40 feet wide. Several of the more prominent channel cutoffs are in the Roosevelt Park, Eastwood Park, and Oak Park areas.
- **Channel Control Structures** – Channel control structures are located within the cutoff channels to maintain a pool in the river or divert normal stream flows around the original channel loops that were cut off. Four of the control structures are comprised of reinforced concrete and are located in the cutoff channels at Roosevelt Park, Eighth Street SE, Ramstad Park, and Oak Park.
- **Levees** – Levees were constructed adjacent to the channel wherever natural ground provided less than 2 feet of freeboard above the 100-year water surface. In areas where levees were constructed, the top of the levee was set at 3 feet above the design water surface. One significant reach of levee is located on the west side of Minot from about 21st Street SW to the Highway 83 Bypass. Several other smaller and shorter sections of levee exist through the City.
- **Pumping Stations** – There are 6 pumping stations located in Minot to handle the interior drainage due to storm sewer system modifications and/or channel cutoffs required by the channel modifications or the levees.
- **Ponding Area** – Seven areas have been acquired for use as temporary ponding areas.

Several meetings with City staff in January 2012 were instrumental in sharing technical information developed by the engineering team and in

addressing the concerns of the City staff regarding the impacts of the project features on water surface levels, erosion, property requirements and changes necessary to the City's infrastructure.

At the end of January 2012, several presentations were made to the City of Minot and to Ward County on the project alignments under consideration for the projects. On January 24, 2012 the engineering team made a presentation to the Minot City Council on pertinent information for the various options considered during the development of the project, with a focus on the effects various project alignments would have on increasing the upstream water surface levels and on a comparison of the levee and high flow diversion options in the area just west of the Broadway Bridge and in the area near 27th Street SE. On January 31, 2012, a summary of this information was presented at the Minot City Council public meeting with a goal of facilitating the council's decision on the selection of a preferred alignment.

Cost Estimation

After preliminary alternative evaluations and alignment revisions were presented in January 2012, further design was completed. From this revised design, quantity takeoffs and real estate acquisitions were estimated for the project, and an Opinion of Probable Cost (OPC) was created. The OPC is intended to provide information for consideration during decision-making and planning at this feasibility-level stage of the Mouse River Enhanced Flood Protection project. The cost estimate is of a level of detail intended to evaluate the feasibility of the project as defined at this time.

Preliminary cost estimates were developed for the following elements directly associated with the project:

- Infrastructure modifications
- Ecological mitigation
- Roads, road raises, railroads and bridges
- Channel improvements and hydraulic structures
- Levees, floodwalls and closures
- Interior flood damage reduction systems (Pumping Stations)
- Recreation facilities
- Cultural resource investigations and mitigation
- Hazardous, toxic, and radioactive waste (HTRW)

Preliminary cost estimates were also developed for the following items required for the overall Project, but not associated with specific elements:

- Lands and easements
- Planning, engineering, and design
- Permitting and regulatory approvals
- Construction management

The USACE would most likely be involved in design review and approval if any part of the enhanced flood risk reduction plan being developed affects the existing Federal flood control project. The regulatory review process would likely involve preparing an Environmental Protection Agency (EPA) Section 404 water quality review, identifying project impacts on receiving waters. Any impacts would need to be identified and mitigated. The timeline to implement a project of the scale to minimize damages along the Mouse River from recurrence of a flood comparable to the June 2011 flood could easily be 10 years or longer, even if there were no funding constraints. A summary of the Opinion of Probable Cost for the City of Minot can be seen in **Table 1-14**.

Table 1-14 Summary of the Opinion of Probable Cost for the City of Minot		
Proposed Project	Task Description	Estimated Cost
Mouse River Enhanced Flood Protection	Mobilization/Demobilization	\$10,625,000
	Infrastructure Modifications	\$36,681,000
	Ecological Mitigation	\$1,281,000
	Roads, Road Raises, Railroads & Bridges	\$31,779,000
	Channel Improvements & Hydraulic Structures	\$74,324,000
	Levees, Floodwalls & Closures	\$132,934,000
	Interior Flood Damage Reduction Systems (Pumping Stations)	\$58,228,000
	Recreation Facilities	\$3,438,000
	Cultural Resource Investigations & Mitigation	\$1,563,000
	Hazardous, Toxic & Radioactive Waste (HTRW)	\$7,500,000
	Lands & Easements	\$86,902,000
	Planning, Engineering & Design	\$17,813,000
	Permitting & Regulatory Approvals	\$1,250,000
	Construction Management (CM)	\$12,500,000
	Property Acquisition	\$52,400,000
	Haz. Mat. Assessment, Abatement, & Demolition	\$13,100,000
Total Project Cost		\$542,318,000

Federal Emergency Management Agency – Hazard Mitigation Grant Program (HMGP)

During the summer of 2011, the City of Minot was inundated with flood waters along a 4-mile stretch of the Mouse River Valley resulting in extensive damage to public infrastructure, homes, and schools. In conjunction with several local, State, and Federal agencies, Minot worked to define and develop approximately 25 Hazard Mitigation Projects within the City. As of August 2012, only four completed applications for these projects have been deemed eligible and submitted to the NDDDES for approval. At this time, the City is working to make the remaining projects eligible. Due to the current flood plain designation, most benefit cost

analysis does not pass the necessary standards for FEMA approval. The purpose of the HMGP is to reduce, offset, and avoid damages due to natural disasters and to minimize undesirable impacts from future disaster events.

The following is a brief description of hazard mitigation projects within the City of Minot that have been approved by FEMA.

Water Treatment Plant Protection

The proposed projects under this HMGP category are designed to erect permanent flood protection measures adjacent to the water treatment facility and prevent disruptions to drinking water supply to the public. If flood waters reach the treatment facility, as they did in June 2011, the public would be at risk of the health hazards associated with consuming contaminated water. This mitigation plan ensures continued potable water supply to the public following a flood disaster, up to a 250-year design storm.

Improvements to water treatment plant protection measures include the following:

- **Flood Wall** – inverted-T cantilever wall section.
- **Levee** – 3:1 clay levee with a 15-foot minimum top width.
- **Flood Wall at the 16th Street Bridge** – The City will construct a 103-foot long, 15.3-foot tall flood wall on the north bank of the Mouse River. The City will also construct an 812-foot long, 9.2-foot tall flood wall on the south bank of the Mouse River. The City will then tie the flood control walls to the existing 16th Street SW bridge and closure structure to prevent flood water intrusion.
- **Raw Water Intake Structure Relocation** – The City will reconstruct the raw water intake structure and associated piping at a location approximately 400 feet to the southwest of the existing intake structure. The City will construct the intake structure to a more robust design standard to withstand flood debris strikes.

During a flood, as was the case in 2011, groundwater wells become inundated and removed from service. Raw water supply will then be provided by the raw water intake from the Mouse River and the treated water storage reservoirs only. Consequently, to continue service, it is important to assure unimpeded operation of the raw water intake from the Mouse River.

- **Eastern Tieback Levees** – The City will construct a 2,600-foot earthen levee to the east of the proposed floodwall. The levee will have a minimum top width of 15 feet and a height of 13 feet.

- **Western Tieback Levees** – The City will construct a 400-foot earthen levee to the east of the proposed floodwall. The levee will have a minimum top width of 15 feet and a height of 13 feet.
- **16th Street Underpass** – The City will construct flood walls at the 16th Street underpass that can be deployed during a flood to channel flow away from the treatment plant.

These projects will prevent the floodwaters from contaminating the treated water storage reservoirs, protect continued service to customers during a flood event, and prevent the plant from going offline during a flood. This project reduces the risk of flood waters damaging water treatment equipment and contaminating the public water supply. This risk reduction is achieved by providing a physical barrier that will divert flood waters around and away from the water treatment facility. A summary of HMGP costs for water treatment plant protection can be seen in **Table 1-15**.

Table 1-15 Summary of HMGP Costs for Water Treatment Plant Protection		
Hazard Mitigation Category	Project	Estimated Cost
Water Treatment Plant Protection	Flood walls adjacent to WTP	\$5,361,000
Water Treatment Plant Protection	Roadway closure	\$4,798,958
Water Treatment Plant Protection	Raw water intake structure relocation	\$6,588,759
Water Treatment Plant Protection	Mobilization and Demobilization	\$1,032,938
Water Treatment Plant Protection	Engineering and Design	\$2,065,876
Water Treatment Plant Protection	Levee Tiebacks	\$3,498,039
Water Treatment Plant Protection	Special Services for Design and Construction	\$412,000
Water Treatment Plant Protection	Resident Engineer Services and Construction Oversight	\$1,032,938
Total Project Cost		\$24,790,508

Sanitary Sewer System

This HMGP project consists of the installation of five portable and one fixed generators at six sanitary sewer lift station sites.

Improvements include the following:

- Installation of five portable trailer mounted generators and associated switch gear
- Installation of one concrete slab mounted generator and associated switch gear

The installation of these generators will provide reliable, continuous electrical backup for these critical facilities. A summary of HMGP costs for the sanitary sewer system can be seen in **Table 1-16**.

Table 1-16 Summary of HMGP Costs for the Sanitary Sewer System		
Hazard Mitigation Category	Project	Estimated Cost
Sanitary Sewer System	Emergency generators for sanitary lift stations (6)	\$750,000
Total Project Cost		\$750,000

Total Unmet Need

Two years after the flood, the City of Minot is on its way to recovery. However, an unmet need of \$594 million still exists. This amount includes the first round of CDBG-DR funding already received from HUD. The growth of the City and its strain on the existing infrastructure is only going to escalate as more people flock to Minot. The City of Minot has a dire unmet need and looks forward to working with any additional assistance or funding that may be provided. The City needs help in a variety of areas as shown by the distribution of the need in the **Table 1-17**.

Table 1-17 Unmet Needs in the City of Minot	
Category	Amount
Housing	\$8,103,190
Infrastructure	\$18,526,096
Economic Development	\$0
Hazard Mitigation	\$567,858,508
Total Unmet Need	\$594,487,794

Two years after the flood, the City of Minot is on its way to recovery. However, an unmet need of \$777 million still exists.

Connection Between Unmet Need and Allocation of CDBG-DR Resources

The second round CDGB-DR allocation will fund the projects where Minot has the greatest need – housing and transportation. The largest portion of CDBG funding will go towards a homeowner buyout program. The City has targeted property owners who live in the Flood Inundation area to participate in this program. These property owners were severely impacted by the floods and it is the City's intent to move these owners out of harm's way for future events. The acquisition of these properties will also allow the City to have better access to flood control options. The City also plans to use CDBG funds to create a reimbursement program. Many homeowners have made repairs to their homes in order to make them habitable because of the housing affordability issues in the City. After the floods, the vacancy rate in the City was close to zero percent, which forced homeowners to immediately repair homes because no other options were available. Homeowners who sustained damage to their primary residential property as a result of the 2011 floods, who have repaired or are in the process of repairing their property, would be eligible for the reimbursement program.

The second largest amount of funding will be used to fund repairs to the City's transportation system that was damaged by the flood. Many roads were damaged and have begun to severely deteriorate. The City requested assistance from FEMA to assist with these repairs. FEMA, however, only paid to patch parts of these streets. Funding will also be used for repair and improvements of streets which serve as secondary roadways for a FEMA trailer park. The roads have severely deteriorated due to the increased use of these streets by residents of the park. In addition, \$100,000 is being proposed to conduct a needs analysis on the Ann Street Bridge, which was damaged by the floods, to determine what repairs and improvements are needed to make the bridge safe for pedestrians.

SECTION 2 MINOT'S GOALS, OBJECTIVES, AND RECOMMENDATIONS FOR LONG-TERM RECOVERY

Section #2

Short Term Recovery Recommendations

As of the writing of this Action Plan, Minot has reached the second anniversary of the flooding disaster which fully impacted the City on June 22, 2011. As with any disaster of this magnitude, temporary housing, clean-up, interim repairs, and ensuring the City's emergency services are operational were the immediate needs which the City focused on during the first year. FEMA was the primary agency that stepped in to assist with these first response needs. During the first year other funding sources became available including the HUD CDBG-DR funds which allowed the City to focus on long term recovery needs. Many of the short-term objectives have been accomplished but some remain a high priority. Ongoing short-term recovery needs included the following:

- Acquisition and demolition of hazardous structures;
- Debris removal;
- Basic infrastructure repair;
- Rehabilitation and reconstruction of homes, businesses, and schools; and
- Ensuring adequate and operational emergency services

Long-Term Recovery Recommendations

The HUD appropriation regulation for the CDBG-DR funds requires the City of Minot to examine its goals and objectives for long-term recovery. HUD asks the City to promote sound, sustainable long-term recovery planning that is informed by a post-disaster evaluation and is coordinated with other local and regional planning efforts.

As noted in the introduction of the Action Plan, State and Federal Agencies, local governments and non-profits, and many concerned citizens have spent many hours focused on the long-term recovery needs for the City of Minot and the surrounding areas. The following recommendations have been compiled from these efforts.

Regional Flood Control

The Souris Basin Regional Recovery Strategy for Minot, Burlington, and Ward County was developed as an action of FEMA's Emergency Support Function #14 Long Term Community Recovery (LTCR). The LTCR team met with citizens, local, State, and Federal agencies, and elected officials to identify issues, develop solutions, and bring recommendations back to Minot's City Council.

Flood control planned and implemented on a regional basis was one of the highest priorities for long-term recovery. The North Dakota State Water Commission (NDSWC) is funding the Mouse River Enhanced Flood Protection Project. The primary objective of the Project is to develop a preliminary plan that can be used as a guiding document to help reduce the risk of damages from river flows comparable to those seen during the June 2011 flood. The scope of this study is the Mouse River Valley from Burlington to Velva and Mouse River Park. Following the completion of the study, local governments will determine an acceptable level of flood risk and identify the floodplain area associated with the level of risk.

Housing: Long-Term Recovery Recommendations

The Souris Basin Regional Recovery Strategy states, "[A]fter suffering the loss of approximately 4,000 housing units, families throughout the flood-impacted areas are struggling to find adequate replacement housing, especially in the affordable housing price range".

In order to find solutions to the lack of affordable housing, the City initiated an affordable housing plan and strategy. As part of the plan, the City requested that an affordable housing supply and demand analysis be performed. The analysis is almost complete and is currently being reviewed for final edits. The following information comes from the research done in performing the analysis.

About 48 percent of Minot households could not afford the median rent for a two bedroom unit, and 70 percent could not afford the median rent for a three bedroom unit based on the rental rates of available units in October 2012.

It was found that 28 percent of Minot's population is cost burdened due to the high cost of housing. The 2012 median household income for Minot is \$46,687. Households with incomes below 80 percent of the median household income, or \$37,349 are considered low to moderate income households. A household earning \$37,349 can afford to purchase a home priced at \$116,000 or less. The analysis concluded there are only 3,098 single-family housing units assessed at or below \$116,000. The rental figures indicate an even more challenging problem. About 48 percent of Minot households could not afford the median rent for a two bedroom unit, and 70 percent could not afford the median rent for a three bedroom unit based on the rental rates of available units in October 2012. The City of Minot has been approached by developers interested in building both homeowner and rental housing units. The biggest limitation to their plans is sufficient water and sewer services. Expanding these services is the most critical factor to long-term housing disaster recovery.

The following represents a brief summary of long-term recommendations for housing:

1. Repair and expand water and sewer services to foster housing development.
2. Provide infrastructure for developers fostering more affordable housing as a component of new development.
3. Provide funding assistance to low-to-moderate income families to repair or reconstruct their current homes.
4. Undertake an affordable housing study and development plan.
5. Provide incentives to developers for the development of affordable rental and affordable single family homes.

Infrastructure: Long-Term Recovery Recommendations

The City of Minot is in a unique position as it was experiencing unprecedented growth going in to 2010 from the oil and gas boom in northwestern North Dakota. The City was already struggling to meet the needs of new residents coming to the area for these jobs. When the flood hit in the summer of 2011, the City's already struggling infrastructure and public facilities were seriously impacted. This created a need for the City to provide new residential and business development outside of the flood area. This new development can only happen if the necessary water, sewer, streets, and emergency services are expanded to accommodate the growth and shift in population.

In 2010, the City began an update of its Comprehensive Plan. The plan identified the North Sanitary Sewer System as a vital component to future growth and economic development based on the North Minot Sanitary Sewer Study completed in July, 2011. After the flood and the displacement of residents from the flood area in the Mouse River Basin, development of the North Sanitary Sewer System became vital to Minot's disaster recovery and re-housing efforts. The North Sanitary Sewer System extends trunk sewers to serve east, north, and northwest Minot. The Comprehensive Plan recognized the need for Storm Water Management and Flood Control as a necessary component of long-term disaster recovery.

Downtown revitalization was also identified as an essential element for growth and sustained development. Following the flood in 2011, this became even more essential as the downtown area suffered extensive damages receiving the brunt of the flood's impact. As important as it is to provide safe and affordable housing outside the impacted flood area, the City of Minot must also revitalize its damaged downtown area to avert blight in the future.

Downtown revitalization was also identified as an essential element for growth and sustained development.

The following represents a brief summary of long term recommendations for Infrastructure and Public Facilities.

1. Expand the North Sanitary Sewer System to support growth and shifts in population due to the flood.
2. Repair and upgrade existing City water, storm water, roads and streets and sewer systems to allow impacted residents to return to their neighborhoods.
3. Ensure public facilities such as fire protection and the landfill can recover from the additional burdens placed on them due to the flood impacts.
4. Revitalize Downtown by repairing damaged infrastructure and creating new housing units and business opportunities to avert blight.
5. Undertake planning studies to adequately assess infrastructure and public facility needs to ensure complete long-term disaster recovery.

Economic Vitality: Long-Term Recovery Recommendations

Looking into long-term recovery recommendations, the FEMA LTCR issued a report after going through its long-term recovery process. The Souris Basin Regional Recovery Strategy reflects a community vision for recovery in the aftermath of the severe flooding event that impacted portions of Ward County along the Mouse River Basin including the cities of Burlington and Minot during June of 2011. The Strategy is the result of an intensive four-month planning process that involved various committee meetings, workshops and public presentations, along with numerous consultations with local, state, and federal officials. Hundreds of neighbors turned out for the community meetings to share their ideas on how to rebuild Ward County and the two impacted cities

Community participation provided an invaluable source of input and feedback that was used to refine and prioritize the projects contained in this Recovery Plan. The following represents a brief summary of their long-term recommendations for economic vitality.

1. Downtown Revitalization
 - *Establish a Main Street Program*
 - *Develop a Comprehensive Downtown Revitalization Strategy*
2. Burdick Expressway Corridor Plan
 - *Traffic Roadway Design, and Bicycle and Pedestrian Accommodation*
 - *Hospital/Medical Services District*

- *Market Land Use Analysis*
 - *Gateways to the Corridor*
 - *Public Streetscape and Public Spaces*
 - *Private Development Guidelines*
3. Create a Diverse and Sustainable Economy
 - *Update Regional and Local Economic Development Plans*
 - *Conduct an Entrepreneur and Small Business Needs Assessment*
 - *Speculative Industrial Space*
 - *Conduct a Workforce Study*
 4. Expand the Retail Base
 - *Conduct a Market Analysis and Retail Targeting Study*
 - *Budget Considerations for Retail Recruitment Efforts*

Federal, State, Local, Non-Profit, and Individual Sources of Funding to be Leveraged

The City of Minot has not had any significant funds leveraged from those identified in the initial Action Plan published last year. Below is a re-statement of these funding sources. The City will program CDBG-DR funds to address funding needs not satisfied by other funding sources such as FEMA Individual Assistance grants, SBA Disaster Loans and private insurance. The City plans to utilize funding from the FEMA Hazard Mitigation Grant Program (HMGP), Economic Development Agency, Brownfield grants. CDBG-DR funds will complement, not supplant, these resources.

In addition, through an ongoing focus toward developing and strengthening public-private partnerships with corporations, foundations, nonprofits, and other stakeholders, the City will assist and complement efforts of the organizations already active, or that will become active in the recovery.

HUD requires that the City of Minot identify other Federal, State, Local, Non-Profit and Individual sources of funding that may be available to assist with the disaster recovery effort. The City has been diligent in reaching out to any and all resources for assistance in rebuilding, repairing, and developing infrastructure and public facilities, housing, and economic revitalization. Many of these agencies and groups are listed below and have also been described under the unmet needs section of this document.

Housing

Hope Village

Hope Village has been established as a unified volunteer center to increase the number of volunteers coming to help people in the City of Minot and surrounding areas. Following the flood, Minot experienced a critically low number of volunteer teams from the state, regional, and national organizations due to the lack of adequate accommodations for volunteer housing.

Hope Village is a temporary community that has housed incoming volunteers. It includes trailers that provide sleeping quarters, bathroom and shower facilities, and a large dining tent that serves three meals a day. Hope Village has provided much more than food and shelter for volunteers. It is also a hub of activity, working closely with the RAFT to direct the volunteers to pre-identified individuals and families who are in need of assistance. It strives to be a streamlined process to ensure donated labor and resources are used as efficiently as possible.

Through this partnership, approximately \$3.2 million of labor will be provided to the City of Minot and the region in the summer of 2012. Hope Village opened on April 2, 2012 and will operate through October 1, 2012. Hope Village will reopen April-October in 2013 and 2014, with the goal of helping 500 families return to their homes.

Souris Valley United Way (SVUW)

SVUW became the fiscal agent for the Souris River Basin Unmet Needs Committee. The Unmet Needs Committee fund has received more than \$900,000 in donations and RAFT take in applications from flood victims to receive case management and assistance in locating resources.

The SVUW also became the fiscal agent for the \$3.5 million Rebuild and Retain Grant from the North Dakota Department of Emergency Services to be used for flood victims who will rebuild and reside in their flooded home. As of June 2012, 84 families have received \$349,200 in grant assistance.

Minot Area Recovery Fund

The Minot Area Community Foundation (MACF) was established in 2000 as a conduit of community giving with a mission that includes assisting seniors, keeping children safe and positively impacting the lives of many. Following the flood, MACF established the Minot Area Recovery Fund with the initial goal of raising \$2 million for flood relief and reached this goal within a few weeks.

The distribution of some of the Minot Area Recovery Funds to flood-impacted individuals and families has helped thousands with reimbursement of recovery expenses. As of mid-May 2012, the Recovery Fund had given more than \$4 million to 2,226 homeowners.

State Bank of North Dakota Rebuilder's Loan Program

The State Legislature approved \$50 million to fund the Rebuilder's Loan Program directing the State Bank of North Dakota to provide a fixed one (1) percent disaster assistance loan of up to \$30,000 to qualified homeowners. Homeowners do not have to make payments on the principal or interest for the first two years of the 20-year loans.

As of June 2012, 1,129 loans have been approved with 1069 (95 percent) going to the Minot area. The total loans approved total \$32,740,243 with Minot receiving approximately \$31,103,230.85 of the funds.

Recovery Warehouse

The Recovery Warehouse is the vision of Minot City leaders and was established through the support of the City of Minot, Ward County, faith and non-faith based organization and residents of the Souris Valley. Building supplies have been purchased with private party and corporate donations. Donations have included \$10,000 from Wal-Mart, \$50,000 from the North Dakota Community Foundation, \$100,000 from the United Methodist Committee on Relief, and another \$10,000 in private donations.

The supplies are used by the Volunteer Construction Teams rebuilding the valley, including those from Hope Village, Lutheran Disaster Response, Mennonite Disaster Response, Episcopal Relief & Development, United Methodist Committee on Relief and Habitat for Humanity.

RAFT case managers identify those most in need and arrange them by priority. Orders to Recovery Warehouse are placed by construction managers and the Warehouse delivers materials to people's homes. As of June 13, 2012 the Warehouse had made 80 deliveries to 33 homes totaling \$38,000 in supplies.

With the support of Lutheran Social Services Disaster Recovery the Warehouse space and operating costs are secure until October of 2013.

Infrastructure and Public Facilities

FEMA Public Assistance Programs

Under the PA Program, which is authorized by the Stafford Act, FEMA awards grants to assist State and local governments and certain Private Nonprofit (PNP) entities with the response to and recovery from disasters. The PA Program is based on a partnership of FEMA, State, and Local officials.

Specifically, the program provides assistance for debris removal, emergency protective measures, and permanent restoration of infrastructure. The Federal share of these expenses typically cannot be less than 75 percent of eligible costs. The program also encourages protection from future damage by providing assistance for hazard mitigation measures during the recovery process. The PA Program encourages planning for disaster recovery, but PA Program funds may not be used for

the costs of planning. The costs incurred implementing the plans are eligible for reimbursement only if they meet PA Program eligibility criteria. The following funds have been obligated to assist the City of Minot (**Table 2-1**):

Table 2-1 Obligated Funds	
Entity	Funding Level
City of Minot	\$7.2M
Minot Public Schools	\$46.7M
North Dakota State Fair	\$4M
Minot Park District	\$2.5M

Emergency services provided by FEMA included:

- Removal of 69,000 tons of debris totaling \$2.6 million
- Debris removal allowed placement of 1,000 private site THUs
- Funded safety inspections of over 4,000 Minot buildings (including private residences)
- Assigned EPA to remove over 6,000 units of white goods, 80,000 small containers of HAZMAT, 15,000 cubic yards of electronic waste

State of North Dakota

The City of Minot has started the process of establishing, receiving, and utilizing various State funding streams. The State's support has been key to Minot's disaster recovery efforts and long-term recovery strategy. The State has increased the cost share which is typically 90 percent federal, 6 percent state, and 4 percent local to 7 percent state and only 3 percent for the local government.

Other funds and their sources are described in **Table 2-2** below:

Table 2-2 North Dakota State Assistance by Agency		
Activity	Funding	Source
Flooded Home Acquisitions	\$17,748,448.25	State Water Commission
Sanitary Lift Upgrades	\$4,320,000.00	North Dakota Trust Lands
Landfill Expansion	\$2,150,000.00	North Dakota Trust Lands
North Sewer Expansion	\$5,000,000.00	North Dakota Trust Lands
Levee Damaged Homes	\$750,000.00	North Dakota Trust Lands
Puppy Dog Sewer	\$650,000.00	North Dakota Trust Lands
Southwest Sewer	\$1,390,000.00	North Dakota Trust Lands
Total	\$33,958,448.25	
<i>City of Minot Finance Department</i>		

Economic Development and Financing Tools Available

In addition to SBA assistance, various development tools are available to retain and improve existing businesses and attract new businesses in Minot. The City of Minot contracts with Minot Area Development Corporation (MADC) to market the region for business and economic growth.

The City of Minot also uses the Renaissance Zone program as set by State statute to provide incentives to businesses and homeowners expanding or relocating in the Zone.

Renaissance Zone

The Renaissance Zone is a development program designed to help rebuild Minot's downtown area in an effort to maintain historic attractiveness. A Renaissance Zone may be a defined geographical area of up to 20 contiguous blocks within a continual boundary, typically in the central city that consists of residential, commercial and industrial zoned properties. These properties may be in need of revitalization and redevelopment to attract businesses and residents. The Act provides for certain types of tax exemptions and credits to encourage investment in these properties.

The City of Minot was granted acceptance into the program in November 2001 with a maximum of 15 years on the first zone. Two additional zones have been added. The City's vision for the Zone is that of a transformed district where utilization of commercial, residential and industrial resources are maximized while maintaining the historic attractiveness of the area and quality of life attributes of the entire City. Objectives of this program are to offer financial incentives, various tax exemptions and credits that will enhance desirable economic, residential and recreational opportunities through capital investment within the Zone.

The City has a thorough application, review criteria and review process and a Renaissance Zone Review Board representing business groups, the City and residents at large.

Minot Area Development Corporation (MADC)

MADC provides assistance to facilitate the retention of existing businesses, support expansion, and start up or relocation of businesses to the Minot area. The MADC operates together with the support of investors including the City of Minot, Ward County, and the state of North Dakota to finance economic development programs that enable Minot to stay competitive on a national basis. The MADC also leads workforce development programs in Minot in coordination with local employers. Its goals ensure that Minot employers have access to a skilled talent pool to meet their workforce needs.

Local incentives include the MAGIC (Minot Area Growth through Investment and Cooperation) Fund which is a local economic development financial incentive funded by 40 percent of 1 percent sales tax, managed through the City of Minot. To-date the fund has assisted over 185 projects with over \$25 million in funding. Another program is the Minot Area Development Corporation Jobs Development Fund (JDF). This is a private funding source managed by the MADC to assist area businesses in the creation of jobs and capital investments.

Minot Convention and Visitors Bureau (MCVB)

MCVB serves as the one-stop information center for promoting Minot and all its places to visit for residents and visitors alike including convention and meeting services.

North Dakota Incentives

The State of North Dakota offers a variety of incentives for business retention and expansion, including the following:

Community Development Block Grant

The North Dakota Community Development Block Grant (CDBG) program provides financial assistance, in the form of matching grants, for community development activities. These funds are granted to states from the HUD, and in turn, the State has designated the eight Regional Councils to recommend projects for potential funding. Eligibility is limited to only local units of government (i.e., incorporated cities and counties).

Bank of North Dakota and Venture Capital

The Bank of North Dakota (BND) is the only state owned and operated bank in the nation. It offers economic and industrial development financing instruments that are not found elsewhere. Although the bank does not make direct loans to businesses, the loan programs can be accessed through participation with a lead financial institution.

Department of Commerce – Economic Development & Finance Division

The Department of Commerce – Economic Development & Finance Division provides assistance through a number of programs available to local businesses.

North Dakota Development Fund (NDDF)

NDDF is a non-profit development corporation with the purpose of providing flexible "gap financing" for start-up, second-and-third-stage growth companies.

Agriculture Products Utilization Commission (APUC)

APUC provides funding for the research, development, and marketing of value-added agricultural products.

Economic Development Administration (EDA)

The City of Minot is partnering with EDA on several projects. EDA is currently funding a study of the neighborhoods inundated by the flood waters to assist in the redevelopment of the neighborhoods.

The City also received a grant from EDA for infrastructure improvements to install a traffic light and to improve water and sewer utilities. The improvements will enhance a retail and housing development in northwest Minot. This development is bringing new jobs and housing to Minot.

In addition the City has been awarded an \$18 million grant to re-do the infrastructure in downtown Minot. The City is working to bring housing and new retail to downtown Minot with a combination of EDA money and the first allocation of CDBG-DR funds.

SECTION 3: OTHER PROGRAM CRITERIA

Section 3 Other Program Criteria

Promotion of High Quality, Durable, Energy Efficient and Mold Resistant Construction Methods

The City of Minot has adopted the 2009 International Building Code (IBC), which provides for quality, durable, energy-efficient and mold resistant construction. Sea rise is not an issue for the City of Minot.

Newly constructed or substantially rehabilitated housing units must meet all locally adopted and enforced building codes, standards, and ordinances. The City of Minot has adopted the 2009 International Building Code, which provides for quality, durable, energy efficient and mold resistant construction. Substantial rehabilitation and reconstruction activities will be designed to achieve maximum energy efficiency to the extent achievable on a cost-effective basis, considering construction and operating costs over the life cycle of the structure. Efficiency will be demonstrated through design based on LEED, ENERGY STAR™, and/or other comparable guidelines and rating systems. Non-substantial rehabilitation will comply with HUD's Energy Retrofit checklist. Construction methods will comply with local building codes and incorporate mold resistant construction materials.

The City of Minot ordinances requires flood-resistant construction. The following are excerpts from the City's Codes of Ordinances relative to flood resistant construction:

Sec. 20-41. New Construction or Substantial Improvements:

All new construction and substantial improvements (including the placement of prefabricated buildings and manufactured homes) on which work is commenced on or after April 1, 1987, shall—

1. be designed (or modified) and anchored as to prevent flotation, collapse, or lateral movement of the structure;
2. be constructed with materials and utility equipment resistant to flood damage;
3. be constructed by methods and practices that minimize flood damage; and
4. be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed or located or both designed and located so as to prevent water from entering or accumulating within the components during floods.

Steps the City will Take to Encourage Adequate, Flood-Resistant Housing for all Income Groups

The City is committed to rebuilding safer, stronger and smarter. The Mayor is currently having discussions with FEMA and the State on the draft Advisory Base Flood Elevation maps. The finalization of these maps will provide the City with better information on mitigating against the risk from future flood events. All CDBG-DR housing activities will incorporate within bid documents, under construction specifications, all requirements listed in Section 20-41, of the City's Ordinances which requires flood resistant construction as well as the requirements of the 2009 IBC The American Society of Civil Engineers (ASCE) 24 is a referenced standard in the International Building Code®. Any building or structure that falls within the scope of the IBC that is proposed in a flood hazard area is to be designed in accordance with ASCE 24. The City will inspect CDBG-DR funded housing to ensure construction is in compliance with these standards.

Planning and Coordination

The City worked with the regional planning council, Souris Basin Planning Council, and other stakeholders in developing the Souris Basin Regional Recovery Strategy which included the short-term and long term recovery recommendations mentioned earlier in this document. The City is using some CDBG-DR monies to implement these recommendations. The City is also working with the Mouse River Joint Board, Planning Council, State and Army Corps of Engineers to finalize a flood control plan for the region to protect residents from future flooding events. It is estimated that the cost to implement such a plan will be in excess of \$500 million. Monies have been allocated by the North Dakota State Water Commission for design work and home acquisitions for the first phase of the project. In addition to the funding from the State, the City of Minot has committed 50 percent of the one-cent sales tax for flood control effective July 1, 2014. The City continues to coordinate and consult with all stakeholders on disaster recovery issues in order to have a more effective and efficient recovery for our citizens.

The City will carefully consider planning decisions that may affect racial, ethnic and low-income concentrations. The City will continue to provide housing opportunities to all eligible residents regardless of race, religious creed, color, national origin, sex, sexual orientation, age, ancestry, familial status, veteran status, or physical or mental impairment. It is the City's objective to ensure that all of its programs and policies create safe, decent and affordable housing opportunities that are geographically and architecturally accessible to all residents.

The City seeks to promote fair housing and equal housing opportunity by requiring its subrecipients to comply with State and federal civil rights

It is the City's objective to ensure that all of its programs and policies create safe, decent and affordable housing opportunities that are geographically and architecturally accessible to all residents.

laws in the marketing of the low-income housing they develop. All recipients of rental housing assistance will be required to complete an Affirmative Marketing Plan.

Actions to Address Emergency Shelter and Transitional Housing Needs of Homeless Individuals and Families and Those at Risk

According to the City of Minot's 10 year plan to end homelessness (2007), "homeless is a real issue in Minot, one that costs the taxpayers well over \$150,000 each and every month". This need has drastically increased since the flooding of 2011. The City is working diligently to reduce and eliminate homelessness in Minot, but with the recent catastrophic flooding event and the recent oil boom in the area, Minot has seen an increase of the homeless.

It should be noted that none of the shelters in the City were damaged by the floods of 2011; however, the floods did affect nearly 25 percent of Minot's housing stock. Mr. Louis McLeod, Executive Director of the Minot Area Homeless Council, estimates that between 50-75 individuals are homeless on any given day in the City of Minot. Additional impacts have resulted as some housing developments have withdrawn from HUD low-income programs in order to charge higher rents. Due to this, rents have become unaffordable by many.

According to a Point-In-Time survey completed in January 2012, 80 percent of the homeless surveyed in Minot stated their reason for being homeless was that they were unable to afford an apartment. The City of Minot is working with developers to increase affordable single-family and rental housing stock and plans to use monies allocated in the first round for affordable rental projects.

Several area realtors were interviewed by a study team to gain a better understanding of the rental market in Minot. Todd Fettig, Sales Manager with Coldwell Banker 1st Minot Realty, provided the most currently available data based on his discussions with several property managers. This information is shown in **Table 3-1**.

Table 3-1 Current Rental Rates in Minot	
Number of Bedrooms	Current Rental Range
1 Bedroom	\$695-\$895
2 Bedrooms	\$845-\$1,400
3 Bedrooms	\$1,200-\$1,400
4 Bedrooms	\$1,7--+

Lack of available rental housing has also limited the ability of low-income households to utilize Housing Voucher assistance. Only about 89 percent

of authorized vouchers were able to be used in 2010, 75 percent in 2011 and 55 percent in 2012. Again, this was the critical situation prior to the disaster and the substantial loss of rental housing, and since the disaster, this issue has only become more critical. HUD recently increased the Fair Market Rents (FMRs) for Ward County which will help persons locate units that will accept vouchers.

Table 3-2Housing Vouchers		
Housing Voucher Data Usage for 2011		
Vouchers authorized	9604	100%
Vouchers used	7212	75%
Unused Vouchers	2392	25%
Housing Voucher Data Usage for 2012		
Vouchers authorized	10279	100%
Vouchers used	5665	55%
Unused Vouchers	4614	45%
<i>Source: Center on Budget and Policy Priorities</i>		

The HUD FMRs in Minot were recently increased from \$558 (1 BR), \$686 (2 BR) and \$947(3 BR) to \$825 (1 BR), \$1,087 (2 BR), and \$1,602 (3 BR). The recent FMR increase will certainly assist the Public Housing Authority (PHA) in decreasing the number of unused vouchers and assist low-income persons in finding affordable housing.

Local Homeless Coalition

The City of Minot has several local partners that assist in the reduction of homelessness. These partners work with the North Dakota Coalition for Homeless People. This Coalition is a dynamic organization of service providers, joined together to work on the concerns of homelessness in North Dakota. The Coalition believes that housing and other basic human needs should be within everyone's reach in an affordable and dignified manner. Their vision is to be a statewide team of agencies collaborating to end homelessness. Accomplishing this vision requires assistance from every community in the state. Regional Homeless Coalitions provide resources within communities to help accomplish their vision.

Through the Continuum of Care the Coalition systematically:

- Identifies the needs of homeless individuals and families.
- Improves the availability and accessibility of housing and services.
- Expands opportunities for the homeless to access mainstream resources.

At a statewide level, the Coalition provides the following services:

- Develops supportive housing for homeless individuals and families.

- Works to prevent further homelessness.
- Improves access to services for the homeless.
- Shares information and strategies among local homeless coalitions.
- Advocates for local initiatives to improve housing and services for the homeless.
- Promotes involvement, collaboration, and leadership from local service providers and units of government through the development and implementation of a statewide Continuum of Care plan.
- Gathers and disseminates data on homelessness in North Dakota

Actions Minot Will Take to Prevent Low-Income Individuals and Families with Children from Becoming Homeless

(Especially those with incomes below 30 percent of median income)

The State of North Dakota has several programs that assist in homeless prevention that work to stabilize individuals and families in their existing homes, reduce the amount of time spent in shelters, as well as to secure affordable housing. The Department of Commerce through the HOME and ESG programs as well as many local programs managed by non-profits in the City of Minot provides these services. The programs can provide rental security deposit assistance, utility assistance, management and supportive services directly related to the prevention of homelessness or repeated episodes of homelessness. Most programs to assist the homeless are coordinated with the Continuum of Care. The City of Minot will continue to provide services through these programs as well as those listed below.

Specific Services Provided in Minot

Churches are an integral community partner in providing services to homeless individuals and to prevent others from becoming homeless in Minot. All Saints Episcopal Church provides services from a discretionary account, funded from church and other donations. In 2006, All Saints Episcopal spent approximately \$2,700 assisting over 1,600 people with a variety of services. The only criteria required to receive services, other than need, is a valid driver's license for gas money. All Saints Episcopal can fill no more than one request per night for temporary overnight housing. An additional 36 people sought assistance for at least one of the categories served by All Saints Episcopal, but were unable to receive services.

Augustana Lutheran Church assists the homeless by providing community traveler's assistance for those who cannot meet their transportation needs

and by distributing food and clothing to the food pantries through congregational donations. All homeless persons who seek assistance at Augustana Lutheran are referred to the Salvation Army and the Minot Area Homeless Coalition.

Eight churches sponsor weekly meals for people in need. Each of the following churches sponsors one meal a week and each day is covered: All Saints Episcopal Church, Faith United Methodist, Christ Lutheran, Immanuel Baptist, First Lutheran, Congregational United Church of Christ, and Seventh Day Adventist. First Presbyterian offers an evening meal one day a week. These church-based meal centers, combined, serve over 1,200 people every month.

In addition to its participation in the weekly meal program, First Lutheran Church has a free clinic that serves approximately 25 homeless individuals every year, in addition to other clients.

Our Lady of Grace Catholic Church maintains a food pantry, and serves an average of 650 families per month. Faith United Church has a thrift center and also operates a food pantry.

Community Action Opportunities, Inc. provided an average of \$274 per qualified client for rent, mortgage, and security deposit assistance. Funding is available from four federal grants (ESGP, CSBG, ESFP, and HOME). Clients must be income-eligible and must meet all program criteria to receive these services. Community Action also administers the food pantry program in the seven-county region, provides homebuyer education, and housing rehabilitation and weatherization services.

Domestic Violence Crisis Center offers safe home emergency shelter for women and children who have suffered from domestic violence. While at the shelter, clients receive shelter, clothing, food, and personal care items. The shelter can serve up to 18 individuals on any given night, and they can stay for up to 30 days.

Families may also access one of DVCC's transitional housing units. DVCC provides an apartment and utilities for up to 18 months. If possible, families pay 30 percent of their gross adjusted income for rent. DVCC provides heat, electricity, water, and garbage.

Services for the transitional housing are funded with federal, state and foundation funds. The emergency shelter receives these same types of funds and also utilizes funding from local government sources.

The Minot Area Homeless Coalition, Inc. is the front-line provider to the homeless within Region II, providing services 24/7 in the seven counties. MAHC offers rental assistance and security deposits, assistance with utilities, in-town transportation, short term temporary emergency shelter upon availability, identification (Photo ID or birth certificate) and

emergency medications. Information and referral services are provided to agencies in Minot and across the State. MAHC supports eight soup kitchens and two small food pantries. The MAHC spent nearly \$62,757, in 2012 for services to the homeless in Region II. Of the 7,167 served, more than half were women and 158 were under the age of 18. Ninety clients received food vouchers and transportation assistance, while 206 were housed in emergency shelters for a total of 285 nights. Over \$29,961 of the total amount spent was for rent and deposits. Over half of the population helped by the Minot Area Homeless Coalition was white and one-third was Native American and the balance was African American, Hispanic, Pacific Islander, etc.

The Minot Air Force Base Family Support Center assists military families with budget counseling and with transitional assistance. In addition, the FSC offers services for emergency travel assistance, rental assistance, employment assistance, deployment assistance, and reintegration. Services are provided to anyone in active duty or retirees, their spouses and family members, DOD civilians and contractors, and National Guard members. While some of these people are homeless, homelessness is not a criterion for accessing services.

The Minot Housing Authority (MHA) administers the Housing Choice Voucher Program (formerly Section-8 Housing Program) and Public Housing in Ward County. The Housing Choice Voucher Program and Public Housing Program are regulated by HUD. MHA owns and operates the Milton Young Towers and 40 family sites scattered throughout Minot. High priority for Public Housing is given to elderly and persons with disabilities. MHA also provides resources and referral information to those receiving housing assistance.

The Minot Police Department is often the front-line agency for homeless individuals. The MPD offers referral services to all providers in the Minot area.

The Minot Vet Center and Bismarck Outstation provides readjustment counseling to honorably-discharged combat veterans. Many of these veterans find themselves homeless for a variety of reasons.

The Salvation Army provides services to the homeless and transient individuals on a drop-in basis. Services are funded through the annual kettle campaign and solicited donations. Individuals must go through an interview and application process to access services.

Ward County Social Services offers a wide variety of services for individuals and families, many of whom may be homeless. The agency does not keep specific data on the services accessed by homeless people. Services fall under two broad categories: economic assistance and social services.

Economic assistance programs include Temporary Assistance for Needy Families, medical assistance, general assistance, help with heating and food, child care reimbursement, basic care for disabled and elderly, foster care payments and information and referral.

Through information and referral, Ward County Social Services provides information about services provided by public and private service providers and a brief assessment of client needs to facilitate appropriate referral to these community resources.

Social service programs provide child protective services, child care and child care licensing, home and community based services for the elderly and disabled, in-home services, foster care and foster care licensing, and children's health services.

The YWCA-Minot provides emergency shelter for up to 18 months for women and children. Donations from the community also allow for some assistance to furnish apartment needs.

The Minot Area Community Foundation funds non-profit organizations. The foundation has unrestricted funds to assist women and children. Some of the Foundation's funding is restricted by the donors.

Actions Minot Will Take to Help Homeless Persons and Persons at Risk of Becoming Homeless Make the Transition to Permanent Housing and Independent Living

North Dakota's Continuums of Care employ several strategies for ending homelessness in each of their jurisdictions. Continuums across the state are working diligently to develop and implement a ten-year plan for ending chronic homelessness. Similarly, North Dakota's Continuums are at varying stages of implementing a Homeless Management Information System (HMIS). Many of the Minot specific programs listed above will and do assist persons transitioning into permanent housing and independent living. Minot is working with developers to provide affordable housing and will design programs with their CDBG-DR funds that will provide affordable rental housing to persons transitioning into permanent housing.

Actions to Address the Special Needs of Persons Who Are Not Homeless

The City of Minot is fortunate to have local faith-based and non-profit organizations that serve special needs populations in Minot. The City and its elected officials support the efforts of these organizations.

Currently, the State provides housing for special needs populations through the following agencies: the Department of Human Services,

Department of Commerce, North Dakota Housing Finance Agency, and the Department of Veterans Affairs.

The MACF was established in 2000 as a conduit of community giving with a mission that includes assisting seniors, keeping children safe and positively impacting the lives of many. Since the flood, the Foundation has established the Minot Area Recovery Fund with the goal of playing an active role in flood relief.

The Souris Valley United Way partners with 21 local non-profit agencies. These partners focus on many of the special needs of persons who are not homeless and include:

- Minot Adult Literacy Volunteers
- Minot Commission on Aging
- Lutheran Social Services – Gamblers Program
- Lutheran Social Services – Senior Companions
- Community Action Partnership – meals for seniors
- SVUW Youth Board
- The Salvation Army
- Village Family Service Center – Financial Counseling
- Village Family Service Center – Pregnancy Services
- YMCA
- 2-1-1 Program – referral and crisis management

PHAs, HUD Assisted Housing, Emergency Shelters, Transitional and Permanent Housing for the Homeless and Private Market Units Receiving Project Based Assistance Impacted by the Floods

The City was very fortunate in that none of the above-mentioned units were damaged by the floods of 2011. The City, however, is working closely with Mr. Tom Pearson, Director of the Minot Housing Authority, to discuss their needs. Mr. Pearson has requested monies to assist the PHA in the development of additional units. Monies from the first allocation will be used to assist the PHA in developing more units, which is badly needed to serve individuals currently on the waiting list.

In addition, the City has been in discussions with the Director of the local homeless council to discuss needs they may have. While no shelters were damaged by the flood, there has been an increase in the numbers of homeless in the City due to the flood. The non-profits listed earlier in this

document have stepped up and increased funding to provide the services needed by the increase. The City will continue its discussions with the local homeless coalition as well as the State Homeless Coalition to determine if additional assistance is needed.

Anti-Displacement and Relocation

The City has adopted an Anti-Displacement and Relocation Plan. The City plans to minimize displacement of persons or entities and assist any person or entity displaced as a result of implementing a project with CDBG Disaster Recovery funds. This is not intended to limit the ability of the City to conduct buyouts or acquisitions for destroyed and extensively damaged units or units located in a flood plain.

The City will ensure that the assistance and protections afforded to any persons or entities under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), as amended and Section 104(d) of the Housing and Community Development Act of 1974, as amended are provided. The City plans to exercise the waivers set forth in Federal Register Vol. 78, No. 103 pertaining to URA and HCD given its priority to engage in buyouts acquisition and optional relocation activities to avert repeated flood damage and to improve flood plain management.

Program Income

The City will comply with HUD requirements found at 24 CFR 570.489. In the event the City's activities generate program income, they will be used first before requesting or drawing down new CDBG funds if the program income was generated from the same category as the new CDBG funds are being requested.

Monitoring Standards

The City of Minot will oversee all activities and expenditures of the Disaster Recovery Funds. Additional personnel and contractors have been hired to aid in the administration of, and implementation of, the Disaster Recovery Program. Not only will these personnel remain involved in ensuring that there are layers of financial control, they will also provide technical assistance to the City, and undertake administrative and monitoring activities to ensure compliance with applicable requirements, including but not limited to fair housing, nondiscrimination, labor standards, environmental regulations, procurement regulations at Part 85, etc.

To maintain a high level of transparency and accountability, the Disaster Recovery Program will apply a strategy for monitoring projects funded through desk reviews, site visits, and checklists modeled after HUD's Disaster Recovery Monitoring Checklists. The primary purpose of the City's monitoring strategy is to ensure that all projects comply with applicable federal regulations and are effectively meeting their stated

goals. The monitoring process will focus on program and financial compliance and will include desk reviews and onsite monitoring by the City, consultant staff and independent auditors. The results of monitoring activities will be reported to the Mayor.

Internal Auditing

The City has hired an internal auditor to perform independent audit functions for the CDBG Disaster Recovery Program. The internal auditor will audit the disaster funds to ensure that expenditures are for eligible CDBG Disaster Recovery uses as defined in 24 CFR 570 regulations. The City has created and adopted a Contractor Monitoring Plan. The internal auditor will monitor contracts, payments in accordance with contract terms, and performance. Audit results will be reported directly to the City of Minot Mayor. An organization chart is included as **Figure 3-1**.

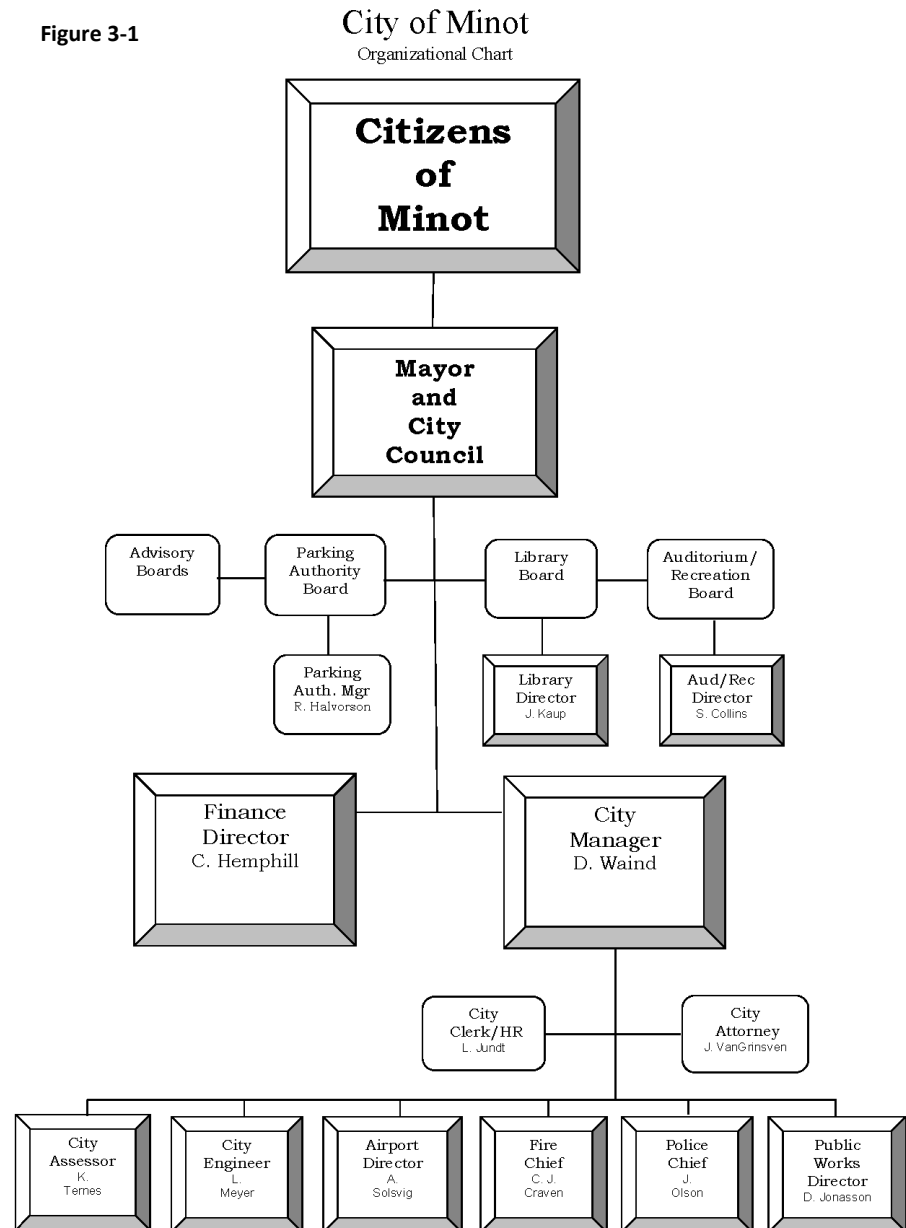
The City shall meet all requirements set forth by the Office of Management and Budget and shall comply with the requirements and standards of OMB Circular Nos. A-87 and A-133, and with applicable sections of 24 CFR Part 85. An independent single audit, as required, is conducted annually to ensure that federal grant funds are used in accordance with program requirements.

Record keeping requirements for the Community Development Programs and all forms used for program implementation constitute legal instruments. Forms, such as contracts, will be reviewed by the City Attorney.

Internal review of City-administered programs includes completeness reviews of project files to ensure adequate documentation. Accounting staff reviews cost documentation to verify the accuracy and allocation of all expenditures before grant funds are drawn from HUD.

Activities that provide any type of housing assistance will be monitored for compliance with the Fair Housing and Equal Opportunities (FHEO) laws. The City will also review projects for compliance with Section 504 (Handicap Accessibility), (Lead-Based Paint, Housing Quality Standards, Davis-Bacon Standards, Environmental Standards and other rules or guidelines as appropriate.

Figure 3-1



Duplication of Benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; other local, state, or federal programs; insurance; or recovery support from private charity organizations. CDBG funds may be used to provide assistance to the extent that a disaster

recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received. The City will use data from FEMA, SBA, private insurance, etc., for third-party verification of Duplication of Benefits. The City has a written DOB policy and the operational procedures for all programs contain procedures for ensuring duplication of benefits are not made

Steps the City will Take to Avoid or Mitigate Occurrences of Fraud, Abuse and Mismanagement

The City will assess all program policies and procedures from an anti-fraud, waste, and abuse perspective and embed anti-fraud procedures into policies and procedures through the following processes:

1. Develop and deliver anti-fraud awareness training to program personnel.
2. Develop content for anti-fraud brochures and posters, including hotline information.
3. Develop and implement a compliance program including investigative protocols, whistleblower and hotline procedures, and a process to refer matters to local, state and federal authorities.
4. Develop anti-fraud, waste, and abuse program focused on the evaluation process with goals of (a) mitigating the risk of fraudulent or other inappropriate activity and (b) reinforcing fraud prevention and control efforts established by the City.

Conflict of Interest

The City of Minot has adopted a policy that follows the HUD Conflict of Interest regulation found at 24 CFR 570.489(h). The conflict of interest regulation applies to procurement (except as provided in 24 CFR 570.489(g)), acquiring and disposing real property, and assistance provided with CDBG funds to individuals, businesses and other private entities. Any individual or entity seeking CDBG funds for any activity in which they or related individuals or organizations have an interest must disclose that interest when applying for CDBG-DR funding. Once the conflict of interest has been disclosed, the HUD Office of Community Planning and Development is authorized to determine whether an exception may be granted.

The HUD Office of Community Planning and Development has also determined that the federal conflict of interest regulation applies to those situations where a unit of general local government, a designated public agency or a subrecipient uses CDBG-DR funds to replace other funds for which they are responsible, or otherwise reduce their risk while increasing risk to the CDBG funds. These situations must be disclosed as soon as possible so that the HUD Office of Community Planning and

Development may decide whether to grant an exemption from the conflict.

Capacity Building

Technical assistance will be provided by experienced consultants to City personnel thereby increasing the capacity of the City to implement and monitor disaster recovery funded projects on a day to day basis. The City of Minot will also maintain a close relationship with its HUD representatives and consult with them throughout the disaster program when guidance is required.

Program Administration

The City of Minot is the Grantee for the CDBG-DR funds from HUD. As the Grantee the City is responsible for the expenditure of the funds in compliance with HUD regulations and waivers, and any other State or Federal requirements. The City of Minot has procured CDM Smith, in accordance with federal procurement regulations, to administer the program in compliance with the City's requirements, local ordinances, HUD regulations, and all other State and Federal requirements.

CDM Smith will provide a Disaster Recovery Office to assist the City of Minot in administering the CDBG disaster projects. The office will be staffed with trained Case Management staff to assist homeowners with reimbursement and acquisition programs. The office will also house Project Management and Construction Management staff for oversight and implementation of construction projects. Senior Management will also be located at the Disaster Recovery Office to ensure oversight, compliance, and serve as a resource to City staff.

SECTION 4: METHOD OF DISTRIBUTION

Section 4 Method of Distribution

The Appropriations Act requires funds to be used for specific disaster-related purposes. All CDBG disaster recovery activities must clearly address an impact of the disaster for which funding was appropriated. Standard CDBG requires that each activity must: (1) Be CDBG eligible (or receive a waiver), (2) meet a national objective, and (3) address a direct or indirect impact from the disaster in a Presidentially-declared county. A disaster impact can be addressed through any eligible CDBG activity.

The City proposes to fund the following activities to address the 2011 flood impacts with the funds provided through the 2013 allocation:

Buyouts

Acquisition of Flooded Properties - \$12,891,650

The City of Minot proposes using up to \$12,891,650 (excluding project delivery) of CDBG DR funds to provide a 25 percent match for property owners who wish to sell their properties and move out of the Flood Inundation Area delineated by the City. After the flooding in 2011, the City, with the assistance of a contracted engineering firm, delineated a Flood Inundation Area where the heaviest flooding and damage occurred. A map of the Flood Inundation Area populated with the homes to be bought out can be found at in **Figures 1-1 and 1-2**. The City has targeted property owners who live in the Flood Inundation area to participate in this program. These property owners were severely impacted by the floods and it is the City's intent to move these owners out of harm's way for future events. The acquisition of these properties will also allow the City to have better access to flood control options. The City is only requesting \$1,650,000 for Phase 1 of the \$12,891,650 be committed at this time. Due to the onset of winter and the delays encountered with obtaining clean title to acquired property, Phase 2 request for funds will not be made until the latter part of winter unless otherwise warranted.

Reimbursements

Reimbursement of Eligible Home Repairs to Homeowners - \$5,000,000

Many homeowners have made repairs to their homes in order to make them habitable to live in because of the housing affordability issues in the City. After the floods, the vacancy rate in the City was close to zero percent, which forced homeowners to begin immediately to repair homes because there were no other options available to them.

Homeowners who sustained damage to their primary residential property as a result of the 2011 floods who have repaired their property may be

The City has targeted property owners who live in the Flood Inundation area to participate in the [buyout/acquisition] program.

eligible for reimbursement, in whole or in part, for out-of-pocket funds spent repairing their property. Only reimbursement of repair expenses incurred within one year of the date of the incident are eligible for reimbursement with CDBG-DR funds. Fifty-one percent of the funding will be allocated for low to moderate income (LMI) households and 49 percent will be set-aside for non-LMI households. The program will be on a first-come, first-serve basis. Reimbursement may not exceed \$10,000 per household.

The eligibility requirements for ownership, occupancy and repairs under the Housing Rehabilitation and Reconstruction Program also apply to the Reimbursement Program.

All of the following eligibility requirements apply to the property and/or homeowner:

1. The home must be outside the floodway, which is defined by FEMA as the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The floodway is located within a flood plain and is determined using the advisory base flood elevations;
2. The home must be covered by flood insurance prior to receiving aid, though it is not necessary for the property to have been covered at the time of the flood;
3. The home must pass State Historic Preservation Office (SHPO) review or be granted an exemption by the SHPO;
4. The home must reside within the city limits of Minot;
5. The home must have been damaged by the flood of June 22, 2011;
6. The home must be located outside the 100 year flood plain and the City's "flood control" footprint;
7. The home must have been the homeowner's primary residence;-
8. The homeowner must have been the owner of record at the time on June 22, 2011 and continue to be the owner throughout the grant compliance period;
9. The homeowner must have applied to FEMA for assistance; and
10. Home must have received at least \$10,000 in damages.

Street and Road Repairs

Repairs of Streets and Roads within the Flood Inundation Area – \$9,108,700

Long-term recovery requires a fully functional transportation system that can serve residents going back and forth to jobs and for transportation for daily essential services. After the flooding in 2011 the City with the

assistance of a contracted engineering firm, delineated a Flood Inundation Area where the heaviest flooding and damage occurred. Within this area many of the roads were damaged and have begun to severely deteriorate. The City requested assistance from FEMA to assist with these repairs. FEMA, however, only paid to patch parts of these streets. The streets proposed for repairs are identified on the map in **Figure 1-3**. These streets are in need of repairs and improvements for safety purposes due to the floods of 2011. The City proposes to use \$9,108,700 to assist in these repair and improvements.

Repair and Improvements to 14th, 16th and 46th Streets - \$2,546,825

Funding will be used for repair and improvements of streets which serve as secondary roadways for a FEMA trailer park. The roads have severely deteriorated due to the increased use of these streets by residents of the FEMA trailer park. The City is proposing to use \$2,546,825 for this project which will serve a low-to-moderate income area. Since the latest census data does not include the residents of the trailer park, the City will conduct an income survey of the area.

Table 4-1 Method of Distribution for Program Activities

Proposed Activities	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds other Sources	Eligible Activity and National Objective Citation
Buyouts of Flooded Properties – the City will use CDBG funds as match for State funds intended to buy flooded properties that may be used for green space or flood access/control	\$51,566,600	\$12,891,650 ¹	\$38,674,950 State Water Commission	Acquisition [24 CFR 570.201 (a)] Nat. Obj: Waiver Requested
Street Repairs and Improvements of Roads Damaged by the Floods in the Inundated Flood Area	\$9,108,700	\$9,108,700	\$0	Rehabilitation [24 CFR 570.202] Nat. Obj: Waiver Requested
Reimbursement of Homeowner Repair Expenses for Flood Damages	\$5,000,000	\$5,000,000	\$0	Rehabilitation [24 CFR 570.202] Nat. Obj: LMI Housing [24 CFR 570.483 (b)(3) and Urgent Need 24 CFR 570.483]
14th, 16th, and 46th Streets Repair Project	\$2,546,825	\$2,546,825	\$0	Infrastructure [24 CFR 570.201 (c)] Nat. Obj: Low Mod Area Benefit [24 CFR 570.483 (b)(3)]
Planning				
Anne Street Bridge Planning Study	\$100,000	\$100,000	\$0	N/A
Project Delivery				
CDM Smith – case management, environmental reviews, construction management and other services necessary to implement an activity	\$3,656,825	\$3,656,825 ²	\$0	Dependent upon whether project delivery is for a LMI activity or an Urgent Need activity
Administration				
City of Minot	\$1,752,000	\$1,752,000 ³	\$0	Administration [24 CFR 570.206] Nat. Obj: NA
Total	\$73,730,950	\$35,056,000	\$38,674,950	

¹ The City wishes to obligate only \$1,650,000 through this Action Plan.

² The City wishes to obligate only \$1,921,825 through this Action Plan.

³ The City wishes to obligate only \$80,000 through this Action Plan.

Table 4-2 CDBG Allocation per Required Percentages		
Total CDBG Funds	\$35,056,000	100%
Administration (cannot exceed 5% of CDBG Funds)	\$1,752,000	5%
Planning (cannot exceed 15% CDBG Funds)	\$100,000	.3%
Total CDBG Funds for Activities (of this, at least 50% must be LMI Activities)	\$7,813,650	Requested waiver of \$24,547,175
Total LMI Activities (including project delivery)	\$5,363,650	59%
Total Urgent Need Activities (including project delivery)	\$2,450,000	31%

National Objectives

The proposed CDBG-DR projects for Reimbursement of homeowners for eligible repairs to flood damaged homes and the Repair and Improvements of 14th, 16th and 46th streets will meet either the Low- to-Moderate Income national objective or Urgent Need national objective. The City will comply with the criteria for Urgent Need national objective as stated in the 2013 Appropriation for the disaster funds.

For the Street and Buyout projects in the Flood Inundated area, the City is requesting a waiver of overall benefit.

Pre-Agreement Costs

The City of Minot will follow the provisions of the Federal Register Notice published March 5, 2013 (78 FR 14329), supplemented by April 19, 2013 (78 FR 23578), and May 29, 2013 (78 FR 32262), which addressed the terms under which HUD permits Grantees to charge pre-award costs of grantees and subrecipients to the grants awarded under the Act. The above provisions apply to grants. CPD-13-038, dated July 13, 2013 applies to pre-award costs of beneficiaries. The City will comply with the provisions outlined in this notice.

All the pre-agreement costs such as engineering, planning, administration, and program delivery are exempt from the environmental process in accordance to 24 CFR 58.34. The reimbursement for repairs to homeowners will comply with the environmental provisions outlined in CPD-13-038.

SECTION 5: PERFORMANCE SCHEDULE

Section 5 Performance Schedule

The City of Minot anticipates expending all funds within two years. Activity performance will be evaluated based upon meeting the following criteria where the start of the time interval is the date of the executed contract between the City of Minot and HUD. The Action Plan must contain estimated and quantifiable performance outcome factors. The template attached as **Appendix A** illustrates the currently estimated outcomes per funding category. These estimates are preliminary and likely will change. The performance metrics will be based on quarterly expected expenditures and outcomes. When performance metrics are not met by service providers, penalties against those providers will be assessed.

Factors that may affect performance measures include completing federally required environmental and historical reviews, contractor availability, weather, and availability of other funding sources. These and other potential factors will be important in finalizing and meeting proposed performance metrics. The City anticipates that HUD will provide flexibility to extend timelines based on these and other relevant factors.

These are the estimated performance measures and contingent on contractor availability, North Dakota weather, and availability of other funding sources. These and other potential factors will be important in finalizing and meeting the proposed performance metrics. The City of Minot anticipates that HUD will provide flexibility to extend timelines based on these factors.

Amendments to the Action Plan

The City of Minot reserves the right to make non-substantive changes or amendments to the Action Plan without opening a public comment period. The City will notify HUD when a non-substantive change is made to the Action Plan. A change to the Action Plan which constitutes a substantial change amendment will be made available for public review and comment prior to finalizing the amendment. The amendments will be posted on the City's web pages and a comment period of at least seven (7) days will be held to receive comments on the substantial amendment. A summary of all comments received and the City's responses to those comments will be included in the final substantial amendment. All substantial amendments will be submitted to HUD for approval.

The following events would require a substantial amendment to the Action Plan:

- Addition or deletion of any allowable activity described in the Action Plan.
- A change to the planned beneficiaries of an activity.
- A change of more than five (5) percent in the original proposed funding allocation between the various activity categories of Public Infrastructure, Housing Impact Assistance, and Disaster Recovery Planning.

Citizen Participation Plan

Citizen participation is an essential component of the Citywide planning effort. The City of Minot strongly encourages public participation in identifying community needs. Citizens and other interested parties are given an opportunity for reasonable and timely access to information relating to the Action Plan and the use of the Disaster Recovery Funds under the Disaster Recovery Program. A copy of the Citizen Participation Plan is attached to this document as **Appendix B** or can be accessed on the City's website at: www.minotnd.org.

Attempts will be made to reach all citizens, with special emphasis placed on encouraging participation by persons of low and moderate incomes and areas where community development funds are proposed to be used. Non-English speaking individuals and individuals with disabilities may request auxiliary aids and services necessary for participation by contacting Tami Stroklund, Executive Secretary, at PO Box 5006, Minot, ND 58702-5006 or tami.stroklund@minotnd.org. Alternatively, they may access the State of North Dakota assistance at the following numbers:

800-366-6888 or 711: TTY

800-435-8590 or 711: Spanish

800-366-6889 or 711: Voice

877-366-3709: 900 Services

877-366-3709: Speech to Speech

Sprint-Relay

CapTel

Comment Period

A formal seven (7) day public comment period was opened on August 12, 2013 for the Action Plan. Comments will be accepted until August 19, 2013. Comments may be submitted via email to www.PIO@minotnd.org or by mail to the Public Information Officer, PO Box 5006, Minot North Dakota, 58702-5006.

A news release announcing the comment period was sent to the media statewide and notices were sent to the following: The Governor, Mayor, Councilmen, City Clerk, State Legislators, Planning Council, and Community Action Agencies. A public notice was placed in the Minot Daily News.

The proposed Action Plan was posted on the City's websites at: www.minotnd.org and www.minotrecoveryinfo.com no later than 8-12-2013.



**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
ACTION PLAN SUBSTANTIAL AMENDMENT #10**



**For CDBG-DR Disaster Recovery Funds
Department of Housing and Urban Development Appropriations Act, 2013
(Public Law 113-2, approved January 29, 2013, Second Allocation May 29, 2013)**

January 2025

City of Minot, North Dakota

City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment

Hon. Thomas Ross, Mayor

THE CITY OF MINOT ACTION PLAN SUBSTANTIAL AMENDMENT #10

The City is making adjustments to the activity budgets in the Action Plan as we work towards the closeout of grant B-13-MS-38-0001. These reallocations include adjustments to activity budgets where there are fund balances for closed and completed projects/activities, and reallocating money to project lines for which additional funds are needed to carry out adjusted activities.

This amendment is reallocating funds from the Anne Street Bridge Planning Study activity in the amount of \$11,558.72 into the Round 4 Administration and Round 4 Demolition Urgent Need activities.

Method of Distribution for Program Activities

CDBG-DR AMENDMENT #1 BUDGET TABLE				
Project	Activity	Total Budgeted	Change amount	New Budgeted amount
Administration	R1 City of Minot Admin	\$80,000.00	\$0.00	\$80,000.00
	R4 Admin	\$463,817.98	\$10,729.87	\$474,547.85
	Total	\$543,817.98	\$10,729.87	\$554,547.85
Anne Street Bridge Planning Study	R4 Anne Street Bridge Planning Study	\$50,000.00	(\$11,558.72)	\$38,441.28
Total		\$50,000.00	(\$11,558.72)	\$38,441.28
Resiliency	R4 Resiliency	\$338,117.65	\$0.00	\$338,117.65
Total		\$338,117.65	\$0.00	\$338,117.65
Infrastructure	Street repairs	\$6,529,926.56	\$0.00	\$6,529,926.56
	Improvements	\$1,147,452.97	\$0.00	\$1,147,452.97
	R1 55th Crossing Street Improvements [E]	\$559,382.01	\$0.00	\$559,382.01
	Improvements	\$1,058,278.00	\$0.00	\$1,058,278.00
	R1 Street Reconstruction of 14th, 16th, & 46th	\$2,168,994.00	\$0.00	\$2,168,994.00
	R1 Street Reconstruction of 14th, 16th, & 46th [E]	\$201,517.43	\$0.00	\$201,517.43
	Total	\$11,665,550.97	\$0.00	\$11,665,550.97
Homeowner Acq/Buyout	R1 Acquisition of Flooded Properties UN	\$1,825,688.66	\$0.00	\$1,825,688.66
	Properties LMI	\$369,562.44	\$0.00	\$369,562.44
	R1 Acquisition of Flooded Properties LMI	\$383,078.43	\$0.00	\$383,078.43
	Properties UN	\$1,469,232.39	\$0.00	\$1,469,232.39
	Total	\$4,047,561.92	\$0.00	\$4,047,561.92

City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment

Homeowner Acq/Buyout/Relo/Demo	R2 Acquisition of Flooded Properties LMI	\$145,167.95	\$0.00	\$145,167.95
	R2 Acquisition of Flooded Properties UN	\$3,182,032.71	\$0.00	\$3,182,032.71
	Properties LMI	\$158,142.25	\$0.00	\$158,142.25
	Properties UN	\$508,629.41	\$0.00	\$508,629.41
	R2 Demolition UN	\$557,952.52	\$0.00	\$557,952.52
	R2 Demolition LMI	\$238,665.48	\$0.00	\$238,665.48
	R2 Relocation LMI	\$236,803.06	\$0.00	\$236,803.06
	R2 Relocation UN	\$839,057.53	\$0.00	\$839,057.53
Total		\$5,866,450.91	\$0.00	\$5,866,450.91
Homeowner Acq/Buyout/Relo				
	Acq UN	\$2,311,568.07	\$0.00	\$2,311,568.07
	R2 - Acq UN [E]	\$1,846,154.64	\$0.00	\$1,846,154.64
	Acq LMI	\$86,858.83	\$0.00	\$86,858.83
	Buyouts LMI	\$11,407.36	\$0.00	\$11,407.36
	LMI	\$87.50	\$0.00	\$87.50
	UN	\$305,323.10	\$0.00	\$305,323.10
	R2 - Buyouts UN [E]	\$19,050.18	\$0.00	\$19,050.18
	Properties LMI	\$2,837.50	\$0.00	\$2,837.50
	Properties UN	\$1,447.89	\$0.00	\$1,447.89
	R4 05 - Demolition LMI	\$0.00	\$0.00	\$0.00
	R4 05 - Demolition UN	\$834,380.13	\$828.85	\$835,208.98
	R2 Demolition LMI [E]	\$55,806.70	\$0.00	\$55,806.70
	R2 Demolition UN [E]	\$534,307.50	\$0.00	\$534,307.50
	R2 - Relocation LMI [E]	\$55,449.53	\$0.00	\$55,449.53
	R2 Relocation UN [E]	\$285,304.95	\$0.00	\$285,304.95
	R4 Relocation LMI	\$6,197.59	\$0.00	\$6,197.59
	R4 Relocation UN	\$615,524.64	\$0.00	\$615,524.64
Total		\$6,971,706.11	\$828.85	\$6,972,534.96
Reimbursement	R4 Reimbursement LMI	\$0.00	\$0.00	\$0.00
	R4 Reimbursement UN	\$0.00	\$0.00	\$0.00
	R1 Reimbursement LMI	\$1,719,714.73	\$0.00	\$1,719,714.73
	R1 Reimbursement UN	\$3,935,691.37	\$0.00	\$3,935,691.37
Total		\$5,655,406.10	\$0.00	\$5,655,406.10
Grant Total		\$35,138,611.64	\$0.00	\$35,138,611.64

City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment

Citizen Participation

This amendment to the Action Plan will be posted on the City's website at www.minotnd.gov. Public comments should be addressed to Chris Plank, NDR Grant Administrator either through e-mail at chris.plank@minotnd.gov or the mail at City of Minot, PO Box 5006, Minot, ND 58702-5006.



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: January 6, 2025

SUBJECT: BID FOR ROLL-OFF TRUCK (PROJECT NUMBER 4896)

I. RECOMMENDED ACTION

It is recommended City Council approve the bid from Westlie Truck Center in the amount of \$177,883.00 for the roll-off truck.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

Josh Kraft, Sanitation/Landfill Superintendent, 701-857-4144

III. DESCRIPTION

A. Background

On December 30, 2024, the Public Works Utilities Department opened bids for a new roll off truck for the Landfill. There were five bids received, and the tabulation is as follows:

Bidder	Make/Model	Price
Northland Truck Sales Inc.	2026 Freightliner/Ampliroll	\$237,870.00
Normont Equipment Co.	2026 International/Stellar	\$210,405.00
Westlie Truck Center	2025 Freightliner/Galbreath	\$177,883.00
Westlie Truck Center	2026 Freightliner/Galbreath	\$186,992.00
Westlie Truck Center	2026 Freightliner/Swaploader	\$187,713.00

B. Proposed Project

The new roll-off truck will replace an older model truck that is currently in the fleet. These trucks are used to haul roll-off tanks from the ten compost sites back and forth to the landfill and collection sites. Additionally, they are used to deliver and pick up the tanks used for residential construction and demolition debris.

C. Recommendation Detail

Not all of the proposals submitted by the vendors met all of the required specifications.

The lowest responsible bidder was to be Westlie Truck Center in the amount of \$177,883.00, which met and exceeded several specifications.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

The 2025 truck chassis for the recommended award of bid is currently available. This would enable us to have the truck delivered and in service prior to the spring opening of the compost sites.

C. Fiscal Impact

Project Costs

Lowest submitted bid for a new roll-off truck \$177,883.00

Project Funding

Funding for this purchase was budgeted in the 2025 Landfill Capital Equipment budget in the amount of \$210,000.00

VI. ALTERNATIVES

N/A



TO: Mayor Ross
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: January 6, 2025

SUBJECT: MINOT AIR FORCE BASE WATER RATE CONTRACT AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council ratify the Finance Director signature on the MAFB water rate contract amendment.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot supplies water to the Minot Air Force Base (MAFB) and negotiates the water rate annually.

B. Proposed Project

The annual rate calculation for the MAFB determined the water rate needed to be adjusted from \$3.68 to \$3.41 per 100 cubic feet effective January 1, 2025. This rate is determined based on the 10-year consumption percentage and applicable budgeted 2025 expenses.

C. Recommendation Detail

This is an annual process where the rates are calculated for the MAFB once the budgeted expenses for the next year are finalized.

IV. IMPACT

A. Aspirations

The City Council aspiration achieved through this is Resilient and Prepared. This allows the City to continue operations without service interruptions.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

There is no cost to the City, this amendment is required to be signed so the City can receive the rates calculated for 2025 during the annual MAFB rate calculation.

Project Funding

N/A

VI. ALTERNATIVES

The City could elect not to sign the amendment which could potentially interrupt water services with the base and charge the incorrect water operating revenue.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. P00039		3. EFFECTIVE DATE 1 Jan 2025		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		FA4528		7. ADMINISTERED BY (If other than Item 6)		CODE	
5 CONS/PKAS 165 Missile Avenue Minot AFB, ND 58705-5027 POC: Scott Stauffer (701) 723-7499				Same as Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF MINOT WATER DEPARTMENT, OFFICE OF CITY AUDITOR 515 2ND AVENUE SW Minot, ND 58701				(X)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. F32604-70-D-0089			
10B. DATED (SEE ITEM 13)				1 Jan 61			
CODE 0B8N5		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 Payments are made via Government Purchase Card on Master Account Code 59A022 & 59A028

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-8 Change in Rate/Terms & Conditions of Service for Unregulated Svs
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to incorporate rate changes effective 1 Jan 2025, which will remain in effect until superseded.

See Summary of Changes

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		SCOTT L. STAUFFER, GS-12, DAF	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SUMMARY OF CHANGES

The purpose of this modification is to implement rate changes effective 1 January 2025, which will remain in effect until superseded. The water rate is changed from \$3.68 per 100 cubic feet to \$3.41 per 100 cubic feet, an overall decrease of \$0.27 per 100 cubic feet.

(End of Page)



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: January 6, 2025

SUBJECT: 2025 ALCOHOL LICENSE REFUND - HIGHLAND SUITES

I. RECOMMENDED ACTION

It is recommended City Council refund the fees for the 2025 Retail Beer license for Highland Suites.

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752

III. DESCRIPTION

A. Background

On November 18, 2024 City Council approved the 2025 Retail Beer license for Highland Suites in Minot. In late December ownership and management changed. I have spoken to the new GM about the hotel ceasing to sell alcohol or providing gaming due to the license not being transferrable. The previous owner is looking to see if the 2025 license fee can be refunded in the amount of \$625.00. In the City of Minot Ordinances Chapter 5, Section 5-23 (3) states "No refund will be given if a license is not used for the entire license term." Since the previous owner has never used the 2025 license, staff is looking to see if City Council is willing to refund the full amount of the 2025 license.

B. Proposed Project

This is an instance where the previous owner was prompt on the renewal process for 2025, but the sale of the hotel was also timely. The previous owner now is no longer in need of a 2025 license.

C. Recommendation Detail

It is recommended City Council refund the previous owner \$625.00 for the 2025 Retail Beer license. The new owner needs to decide if they are wanting to sell alcoholic beverages on the premise. Until the new owners submit an application, no games of chance and sales of alcoholic beverages will be permitted at the Highland Suites.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The \$625.00 license fee will be refunded out of the appropriate general fund revenue account.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny the refund request.



Jan. 6, 2025

Mayor Ross, and members of the Minot City Council:

Over the past few months, at this Council's direction, independent counsel investigated allegations of a hostile work environment at the Minot Police Department, staff confidence in police leadership, staff retention, staff morale, and inconsistent disciplinary decisions.

As we know, the investigation has concluded, and it is time to take the necessary next steps. As City Manager, it is my sole responsibility to make these recommendations. I did not reach these conclusions lightly. I have considered all the facts, issues, and concerns over the past few months, and I have listened to input from all sides.

John Klug has served the City of Minot for 30 years as a member of the Minot Police Department. We appreciate his public service and his commitment to the department and his community.

But my recommendations are not about one employee or about one person. Rather, they are about what's best for the entire Minot Police Department, the City of Minot as an organization, and our community.

The Police Department is vital to the overall mission of the City of Minot, and its members will continue to serve and protect our community. Our residents must be able to have faith that our Police Department and its leaders are held to the highest standards of conduct and that they reflect the values of Professionalism, Responsibility, Integrity, Dedication, and Excellence that we are committed to as an organization. I believe these recommendations provide the best and most responsible path forward for the Minot Police Department as a whole, and for our entire community.

Therefore, I am asking members of the City Council to support the following recommendations:

1. City Management and John Klug have mutually agreed that Klug will not return to the position of Police Chief for the Minot Police Department. Details of the transition are still being finalized and will require approval of the City Council.

2. I am recommending that the City of Minot pursue hiring an external interim police chief who will serve for a period of 6 to 12 months. When ready, a nationwide search will be conducted for the permanent appointment of a new Police Chief.
3. The City of Minot will temporarily delegate the oversight responsibilities of Central Dispatch to a management team led by Fire Chief Kelli Kronschnabel, Assistant City Manager Tom Joyce, and a Minot Police Department representative(s). The team will review the findings and recommendations of the independent investigation as it pertained to Dispatch and provide recommendations to the City Manager on any necessary changes or restructuring at Central Dispatch. This will allow the City Manager and the Police Department to focus on its needs, while also providing needed assistance to Dispatch.