



Regular City Council Meeting

Monday, February 3, 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
 - 3.1. PROCLAMATION
4. REPORTS
 - 4.1. CITY MANAGER'S REPORT
 - 4.2. CITY ATTORNEY'S REPORT
5. CONSENT ITEMS
 - 5.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the January 21, 2025, Regular City Council meeting.

- 5.2. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 6049 - Rock and Driveway Ordinance**
- 2. Ordinance No 6050 - 2025 BA - FD Donation**

- 5.3. ORDINANCE

RECOMMENDED ACTION

It is recommended City Council approve the following ordinance on

second reading:

- 1. Ordinance No 6045 - Zoning Map Amendment - Ramstad's First Addition**

5.4. ORDINANCE

RECOMMENDED ACTION

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

- 1. Ordinance No 6046 - Annexation - Gerle First Addition**

5.5. ORDINANCE

RECOMMENDED ACTION

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

- 1. Ordinance No 6047 - Zoning Map Amendment - Gerle First Addition**

5.6. ORDINANCE

RECOMMENDED ACTION

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

- 1. Ordinance No 6048 - Midco Franchise Agreement Ordinance**

5.7. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Trinity Health Foundation to conduct a raffle on March 31, 2025 at Trinity Health East Ridge Foundation Office (1250 21st Ave SE).**
- 2. The Power of 1 to conduct a sports pool on February 9, 2025 at the Old Marco's space (1250 4th Ave NW).**
- 3. Minot Pink Ladies to conduct a raffle on February 7th & 8th, 2025 at the Clarion Hotel & Convention Center (2200 Burdick Exwy E).**
- 4. Minot Y's Men's Club to conduct a raffle on July 7, 2025 at the Minot Family YMCA (3515 16th St SW).**

5. Minot State University Athletics to conduct a sports pool on February 9, 2025 at Minot State University (500 University Ave W).
6. The Power of 1 to conduct a raffle on May 4, 2025 at the ARCO Dakota Square (1520 24th Ave SW).
7. Dakota Rattlers to conduct a raffle on April 30, 2025 at the Dakota Rattlers Westling Club (1522 5th Ave SW).
8. Empire Volleyball Club to conduct a sports pool on February 9, 2025 at SOS Image (221716th St NW).
9. Special Event Permit for Saul's (105 1st St SE Basement).
10. Special Event Permit for The Starving Rooster (30 1st St SE).

5.8. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION

It is recommended City Council approve the payroll for the period of December 15, 2024 through January 25, 2025 in the amount of \$4,076,586.29 and the bills and transfers for January in the amount of \$8,751,891.82.

5.9. ALCOHOLIC BEVERAGE LICENSE

RECOMMENDED ACTION

It is recommended City Council approve the Hotel Equities Group, LLC dba The Grand Hotel (1505 N Broadway) Hotel Liquor, Beer, and Wine license for February 3, 2025 to December 31, 2025.

5.10. MAYORAL APPOINTMENTS

RECOMMENDED ACTION

It is recommended City Council confirm the following Mayoral Appointment:

- Casey Erickson, representing the Minot Association of Builders, to fill a vacant seat on the Planning Commission for a term to expire on December 31, 2025.

5.11. REGIONAL CO2 STORAGE FACILITY - JOINT POWERS AGREEMENT

RECOMMENDED ACTION

1. It is recommended City Council approve the Joint Powers Agreement and authorize the Mayor to sign the document; and
2. Approve the budget amendment in the amount of \$55,000 to cover Minot's share of the costs for project design and the development

of the Joint Powers Agreement.

5.12. PLEDGED ASSETS, DECEMBER 31, 2024

RECOMMENDED ACTION

It is recommended City Council approve the Pledged assets as of December 31, 2024.

5.13. THIRD AMENDMENT TO JOINT POWERS AGREEMENT WITH MINOT PARK DISTRICT TO ALLOW CROSS COUNTRY SKI TRAILS ON CITY LAND (3529)

RECOMMENDED ACTION

It is recommended City Council approve the third amendment to the Joint Powers Agreement with the Minot Park District.

5.14. 16TH STREET SW RECONSTRUCTION COST PARTICIPATION AND MAINTENANCE AGREEMENT WITH THE NDDOT (4780)

RECOMMENDED ACTION

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

5.15. PRIORITY DISPATCH ONE PLAN - SERVICE AGREEMENT

RECOMMENDED ACTION

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

5.16. APPROVE BUDGET AMENDMENT FOR IT SERVER REPLACEMENT

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading for the IT server replacement and ratify the acceptance of the proposal from High Point Networks.

5.17. CASE #2025- 04 - AVERY MAE MEADOWS - MINOR PLAT

RECOMMENDED ACTION

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

5.18. WESTFIELD WATERMAIN REPLACEMENT & UNIVERSITY AVENUE WATERMAIN REPLACEMENT - CONTRACT AMENDMENT (4816 & 4817)

RECOMMENDED ACTION

It is recommended City Council approve the contract amendments in the amount of \$89,750.00 for the University Avenue Watermain Replacement project and \$111,140.00 for the Westfield Watermain Replacement project to Houston Engineering for additional design and construction services.

5.19. REJECT BID FOR RETAIL DEVELOPMENT SERVICES RFQ

RECOMMENDED ACTION

It is recommended City Council reject the bid for Retail Development Services from Retail Strategies.

6. ACTION ITEMS

6.1. CONTRACT WITH SHORT ELLIOT HENDRICKSON, INC. (SEH) FOR AIRPORT SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION (PROJECT NUMBER 2025500000)

RECOMMENDED ACTION

- 1. It is recommended City Council approve the Snow Removal Equipment (SRE) Acquisition assistance proposal to be conducted by Short Elliott Hendrickson Inc. (SEH);**
- 2. Approve the budget amendment on first reading for SRE acquisition;**
- 3. Allow City Staff to apply for the Federal and State grants associated with this project; and**
- 4. Authorize the Mayor, City Attorney, and Airport Director to sign the necessary documentation.**

6.2. 8TH AVE SE AT BURDICK EXPWY E PAVEMENT MARKING CONSIDERATIONS (4867)

RECOMMENDED ACTION

It is recommended City Council adopt the three-lane roadway configuration for 8th Avenue SE between Burdick Expressway E and 20th St SE.

6.3. FALL CLEANUP WEEK DISCUSSION

RECOMMENDED ACTION

It is recommended City Council approve eliminating the curbside pick-up portion of the fall clean up event.

6.4. TRANSIT 2-YEAR PHASED APPROACH / ANALYSIS - ADA &

COMPLEMENTARY (PAIRED) PARATRANSIT PLAN / SERVICE AGREEMENT

RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve and authorize the Mayor and Staff to Sign the ADA Paratransit Plan (Paratransit Service Policies and Riders Guide Developed Based on 49 CFR § 37 Criteria); and**
- 2. Approve and authorize the Mayor and Staff to Sign the Complementary (Paired) Paratransit Service Contract Agreement with SBT from Jan 1, 2025 to Jun 30, 2025.**

6.5. CONTRACT FOR AIRPORT GA ACCESS ROAD REHABILITATION PROJECT – DESIGN SERVICES

RECOMMENDED ACTION

It is recommended City Council approve the GA Access Road Rehabilitation Project – Design Services proposal to be conducted by Short Elliott Hendrickson Inc. (SEH); and authorize the Mayor to sign the agreement.

6.6. CHAPTER 23 LIGHTING ORDINANCE

RECOMMENDED ACTION

It is recommended City Council approve the ordinance on first reading.

6.7. CHAPTER 23 NOISE ORDINANCE

RECOMMENDED ACTION

It is recommended City Council approve ordinance on first reading.

6.8. STATE REVOLVING FUND (SRF) LOAN APPLICATION FOR LEAD SERVICE LINE IDENTIFICATION AND REPLACEMENT

RECOMMENDED ACTION

It is recommended City Council authorize the Utilities Department to apply for an SRF loan to cover the costs of identification and replacement of all lead service lines and authorize the Mayor and Finance Director to sign any applicable documentation.

6.9. ARTICLE III DIV 1 SEC 28-85/86/87 SIDEWALK SNOW ROW, SIGHT, REMOVAL ORDINANCE AMENDMENT

RECOMMENDED ACTION

It is recommended City Council approve the ordinance amendments for

each section listed below and authorize Mayor and Staff to sign applicable documentation:

1. **Section 28-85: Specify “Pedestrian Curb Ramps” to More Clearly Align with Title II (ADA)**
2. **Section 28-86: Add Verbiage for Criminal Infraction: Fine of \$150 (1ST), \$250 (2ND), \$350 (3RD), Class B Misdemeanor with a max penalty of 30 days imprisonment and up to a \$1,500 fine (4TH)**
3. **Section 28-87: Extend Snow Removal Timeframe and Language to Stipulate 72 Hours After Conclusion of Snow Event**
4. **Section 28-87: Specify “Pedestrian Curb Ramps” to More Clearly Align with Title II (ADA)**
5. **Section 28-87: Remove N.D.C.C. 40-29 Abatement Process**
6. **Section 28-87: Add Verbiage for Criminal Infraction: Fine of \$150**

6.10. SETTLEMENT AGREEMENT

RECOMMENDED ACTION

It is recommended City Council approve the attached settlement agreement and authorize the Mayor to sign the agreement.

6.11. APPROVE INTERIM POLICE CHIEF AGREEMENT

RECOMMENDED ACTION

It is recommended City Council approve the contract for Interim Police Chief with Denis Otterness and authorize the Mayor to sign.

6.12. HUMAN RESOURCE DIRECTOR RECRUITMENT SERVICES

RECOMMENDED ACTION

It is recommended City Council:

1. **Approve the budget amendment on first reading;**
2. **Approve the Master Services Agreement with MGT Impact Solutions;**
3. **Authorize payment prior to second reading of the budget amendment; and**
4. **Authorize the Mayor to sign the agreement.**

7. PERSONAL APPEARANCES

8. MISCELLANEOUS AND DISCUSSION ITEMS

8.1. FIRST DISTRICT HEALTH UNIT YEAR-END REPORT AND UPDATE ON WARD COUNTY OPIOID TASKFORCE

9. ADJOURNMENT

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

City of Minot Mayor Proclaims Feb. 13 as Giving Hearts Day

WHEREAS, Giving Hearts Day is an example of the private sector assisting charitable, non-profit organizations that improve the quality of life for many members of our community, and has helped participating charities raise more than \$195 million since its founding in 2008; and

WHEREAS, the goals of Giving Hearts Day are to raise awareness of the charitable non-profit sector and its organizations in North Dakota, to promote online giving, and to provide donors with the opportunity to multiply the results of their giving; and

WHEREAS, the charitable, non-profit sector supports individuals and families with programs, materials, and funds that promote, encourage, and sustain independence and self-sufficiency; and

WHEREAS, participating local charities include Camp Bentley, Cru Northern Plains Campuses, Dakota College at Bottineau Foundation, Dakota Hope Clinic, Greater Minot Concerts, Habitat for Humanity Northern Lights, Kritter Krazy, Matthew 25 Project, Men's Winter Refuge, N.D. Association for the Disabled, The Salvation Army, Youth For Christ, and Youthworks; and

WHEREAS, these charities have demonstrated a need for collaboration and resources, and have combined their efforts for this 24-hour fundraising event that is dedicated to inspiring online donations at impactgiveback.org;

NOW, THEREFORE, DO I, Tom Ross, Mayor of the City of Minot, hereby proclaim Feb. 13, 2025, as Giving Hearts Day in Minot, and ask public officials, business and community leaders, and all Minot residents to observe this day with appropriate activities and programs; recognize charitable non-profits, their staffs and volunteers who provide essential services to our community; and support Giving Hearts Day by volunteering or providing financial support to charities in Minot and across North Dakota and northwest Minnesota at givingheartsday.org.

Mayor Proclaims Feb. 13, 2025, as Giving Hearts Day

Tom Ross, Mayor, City of Minot

City of Minot City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: February 3, 2025

City Manager:

Legislative session is in full swing and a significant amount of time and focus has been dedicated to following and responding to bills.

Time was also spent on recruitment of an external Interim Police Chief and final negotiations of the separation of Chief Klug. The process is also in motion for the recruitment of a new Human Resources Director. Assistant City Manager Joyce has been appointed to serve as the Interim HR Director until a replacement is found.

Meetings attended included: various meeting with police department matters; Economic Development Plan Review Committee; a few days out of the office due to illness; communication meeting with MACA directors; the 2025 Employee Winter Recognition Event; and various other project/communication meetings.

Engineering
City Engineer, Lance Meyer

Department Updates

- In January, the Department issued 3 right of way permits and attended 2 DRT meetings.
- In January, the Traffic Division replaced 14 street light bulbs replacements and 6 sign knockdowns. In January, the Traffic Division experienced two after hours calls.
- The Traffic Division is starting the yearly sign replacement project. The 2025 replacement area is Region 3. Region 3 is the area bound by 11th Ave NW, 16th St NW, 3rd Ave NW and N Broadway.

Current Projects

- The 16th Street Reconstruction project bid has been delayed again 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.
- 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 was awarded in early-January. Improvements will occur in late 2025.
- 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 February.

- 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 Interchange Improvement project is in final design.
- 3rd Street Bridge Repair project is in design.
- 3rd Street and Central Avenue Reconstruction consultant is building their scope and fee for staff review.
- Staff has coordinated with the NDDOT regarding a lane reconfiguration for 8th Ave SE, between Burdick Expwy E and 20th St SE. This concept is being brought to Council for consideration on the February 3.

2025 Projects

- 2025 Microsurfacing and Street Seal projects will bid in February.
- 2025 Pavement Markings, Patching, Sidewalk, Curb & Gutter, and Street Improvement projects will bid in March.

Minot International Airport Director, Jennifer Eckman

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

- The month of December saw the seasonal growth in travelers. Due to the impacts of weather, aircraft maintenance, and crew rest there was a significant growth in the correlating numbers for parking and concession revenues. The largest impacts to our numbers was the fog and winter weather which hit the region on December 23-24, 2024. This weather caused flights to divert and be canceled during peak travel days. The car rentals dropped as usual during this season partially due to the typical holiday traveler does not rent a vehicle and also rental agencies have also reduced the number of rental cars spots leased from the airport which reduces the number of vehicles available.

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 Custodial Technicians were hired in early December; One submitted resignation shortly after starting employment.
 - The Airport's Office and Administrative Specialist's last day was December 18, 2024. Airport staff worked with HR to have the job posted internal and ultimately external and will conduct interviews in January.

- 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.
 - Aerosimple – Cross training of departments in utilizing a shared database for daily logs, work orders, etc.
 - Training on MB4 Blower for Ops Team

Equipment

- Vehicles and Snow Removal Equipment (SRE) –
 - Unit 347 (Older Toro) - Went to City shop in Sept. 2024 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 322 (Old Oshkosh snowblower) – Moved to boneyard for auction in spring.
 - Unit 311 (JD Loader) – Replaced worn down snow shoes and cutting edges
 - Unit 317 (Cat Loader) – Replaced worn down snow shoes and cutting edges
 - Unit 319 (Newer Bobcat) – Replaced bad fitting and seals for snowblower attachment pump
 - Unit 318 (Toolcat) – Replaced broken snow shoe on black directional plow.
 - Unit 320 (F-250 with Vericom 4000) – Normal oil change
 - Unit 340 (F-150) – Normal oil change and coolant leak repair
- Airside Equipment –
 - Electrical Vault– Substantial completion achieved in December.
 - 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 2 – Issue with cypher lock. Replaced bad parts.
 - Jet bridge 3 – Issues with left side curtain due to snow and ice build up. Resolved.
 - Jet bridge 5 – Issues with auto level alarm due to snow and ice build up; Issues with cypher lock. Resolved.
 - 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 January.
 - 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.
 - Security system - Upgrade complete.
 - Removed drone detection antenna from roof of building.
 - Dedicated Outside Air System (DOAS) – Defective motor shipped to Bismarck.
 - Shattered window pane in hold room. Anticipating install in January.
 - Boiler #1: Glycol supply motor not operational. Motor rebuilt and boiler back on-line.
 - Vestibules 1 & 3 air curtains have one set of burnt out motors. Working with electrical contractor to find solution.
 - Snow removal for multiple snow events.
 - Exterior Lighting Modifications - Escorted Ideal Energy through airport terminal, SRE and GA terminal. Discussed potential grant opportunities.
- General Aviation Terminal -
 - Radon, water, and asbestos testing complied with.
- SRE –
 - Pressure washer - Bad pump replaced and other parts installed. New unit purchased.
 - West garage door – Warrantied broken bolts repaired
 - SRE Fire suppression system and fire panel back online
- 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 – For the month of December the post with the greatest reach was from December 1, 2024. The post highlighted the goal of “Arriving Safely” no matter the weather. This was followed up with a week of weather, maintenance, and crew rest delays. A similar post was pinned on the Facebook page for the winter season. With the help of the Public Information Office the airport also had the “Twelve Days of Christmas Travel Tips” on Facebook.
- 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. She attended the 5LRS's holiday gathering.
- American Association of Airport Executives – Airport staff participates in a variety of subcommittees and working groups within this organization and its Great Lakes Chapter.
- Western ND Honor Flight – Airport staff was contacted to assist in making this a successful event in April. The kick off meeting was on December 28, 2024. A follow-up discussion was held in January for the Airport's stakeholders.
- Wreaths Across America – The Airport Director attended the event at the ND Veteran's Cemetery on December 14, 2024.
- Visit Minot – The Airport and Visit Minot are working on a "Welcome to Minot" display for the baggage claims area.
- Toys for Tots – The Airport continued to assist the Marine Corps Reserve in collecting toys during its annual holiday toy drive.

Fire Department
Fire Chief, Kelli Kronschnabel



Fires reported in the month..... 7

- Structure Fires: 6
- Outside Rubbish Fire: 1

2025 Monthly Fire Counts Year to date Total: 2

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
7											

YTD Dollar loss attributed to fire..... \$61,000

Total incidents reported for the month: 477* *As of Jan 28

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
7	1	352	12	12	30	61	0	2

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

Update from Chief's Kronschnabel's office:

Just like that we are a month into 2025. As of January 28, crews have responded to 477 calls, and are estimated to respond to ~528 by the end of the month. If the estimate holds true, that would be an increase from last January's 459 calls for service, an increase of 69.

Crews continued to train on a variety of subject matters throughout the month, we also had two ride-a-longs this month, with one being City Manager Harold Stewart.

This month Brent Weber, officially transitioned into his new position as Deputy Chief. One of our senior firefighters recently left for a position in a different state, which means we will be looking to promote someone to senior firefighter soon.

Our Helmets for Heroes program gave out a helmet to a young kid, Teage Fuller. It was wonderful to be able to have our department show him that he can lean on us if he needs to.



2025 Monthly Call Counts

Emergency calls: 1,802

Non-Emergency calls: 7,865

Total calls: 9,667

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
9,667											

2025 Monthly Call Types (All Ward County Law Enforcement)

Traffic Stops	Domestics	DUI	Judicial Order Violation	Disorderly Conduct	Assist Public	Accidents	Welfare Checks
711	58	15	25	87	179	126	196

January 2025 Calls by Agency

Minot PD	Minot Fire	Trinity First Response	Ward County Sheriff	Highway Patrol	Minot Rural Fire	Total Ward County Agencies
2,355	498	816	1,801	56	38	5,586

Update from Margaret Haugan's office:

Minot Central Dispatch Team is currently going through a reorganizational structure; we are transitioning away from being under the Minot PD and moving to the Minot Fire Dept.

The team is adjusting to all the changes which are going on within the center. We have also recently suffered the loss of another beloved co-worker within the PD family; we are all on the mend and healing at this time.

We are getting ready to have 3-4 new dispatchers join our team through the hiring process; they will be starting on Monday, Feb. 10, 25. At which time, they will begin a classroom training program before moving out onto the floor with a preceptor. Our amazing Training Coordinator will be teaching them all of our systems and procedures, as well as taking them out into the community to meet our fellow co-workers/agencies.

We are looking forward to building a remarkable team alongside the Fire Dept. We are grateful for the opportunity to grow and rebuild our center and move forward.

We will accomplish all of this while remaining focused on our mission to the first responders and our community; safety and security of our community starts here.

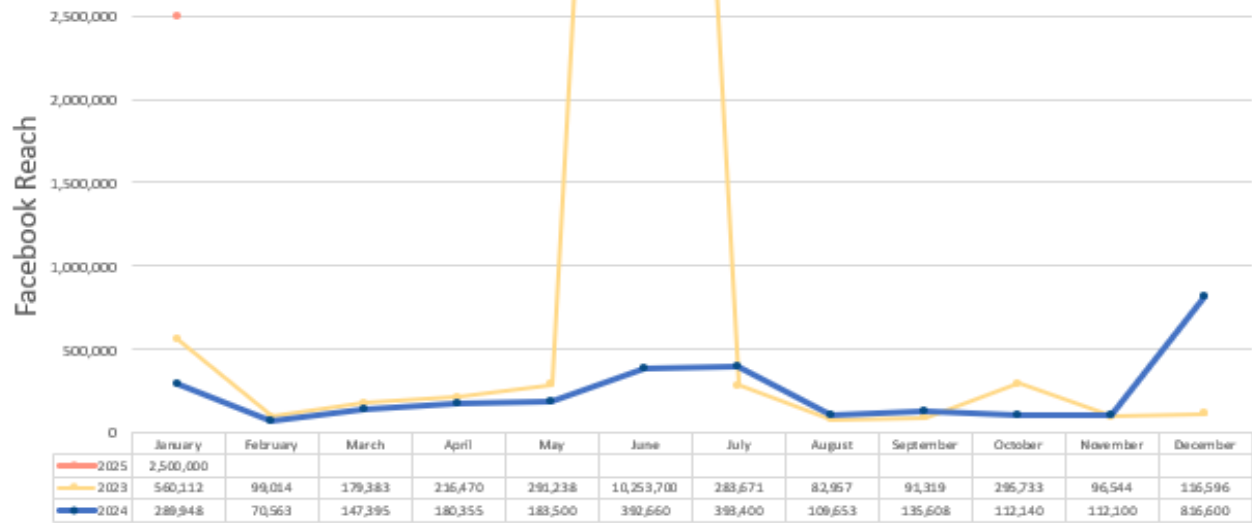
Public Information
Communication and Engagement Manager Jennifer Kleen

Highlights and Takeaways

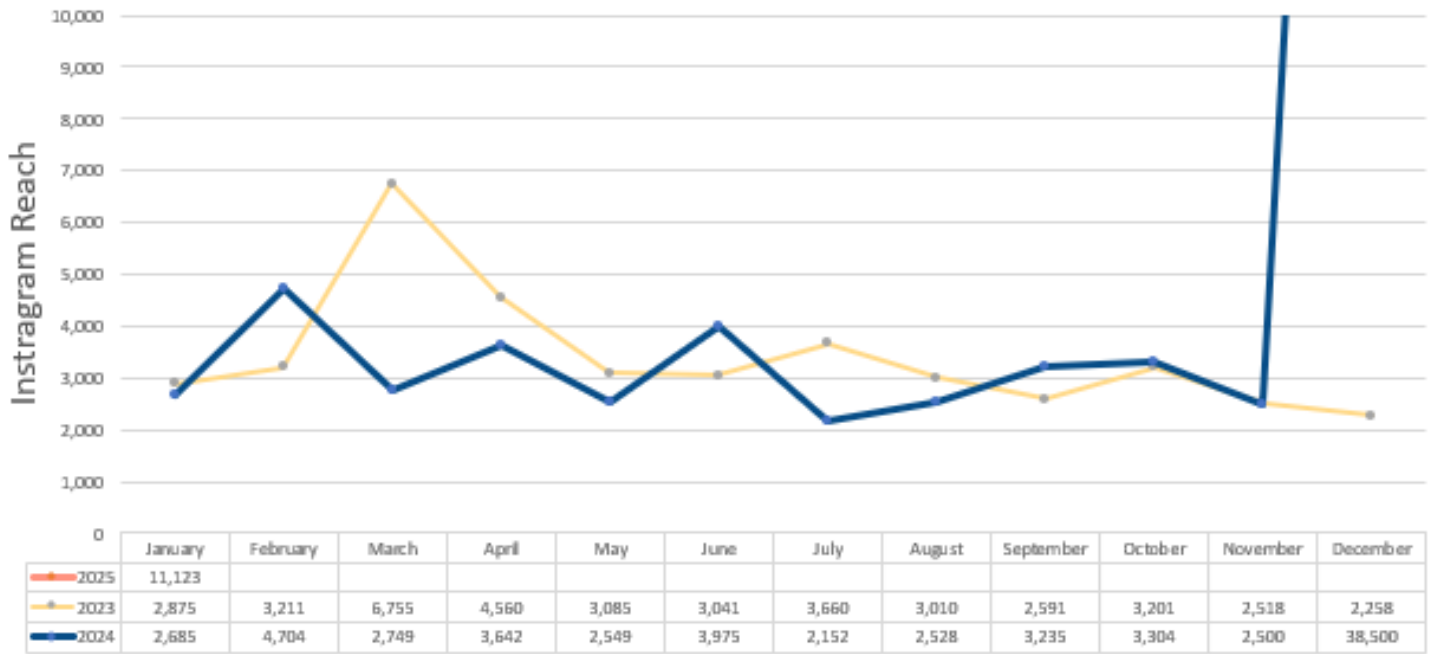
- Communication and Engagement Manager Jennifer Kleen continues to coordinate with Public Works Operations Director Bryan Banfill and Street Supt. Kevin Braaten, among others, to provide regular updates regarding snow removal efforts, before, during, and after snow events. The cooperation from everyone allows the PIO to provide updated information to the public through the City's social media platforms.
- In January, our office continued assisting Mayor Tom Ross with preparation and planning for the 2025 State of the City. The event is scheduled for Feb. 20 at the ND State Fair Center, and includes a roundtable discussion for the mayors of area communities, lunch, and an address by the mayor.
- January has been a busy month for City crews responding to water main breaks. We appreciate that we are provided with timely notices when a break occurs, so we can post that information on City social media platforms. It helps keep residents up to date on not only what our crews are doing, but which residents could be affected by the water breaks. The water/sewer department's assistance makes our job easier and makes us more effective as an overall organization.
- 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.

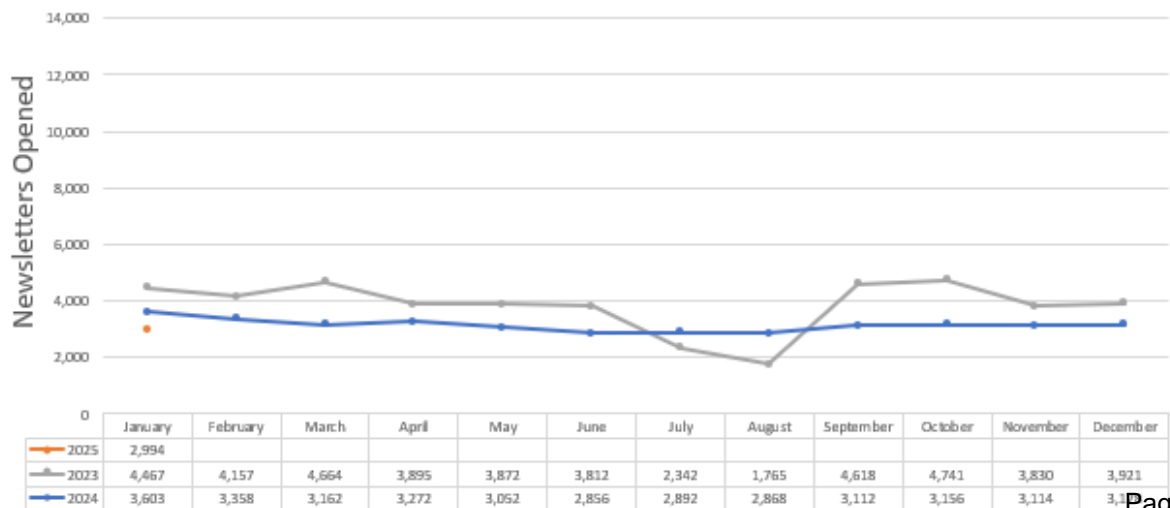
Facebook Reach Month by Month

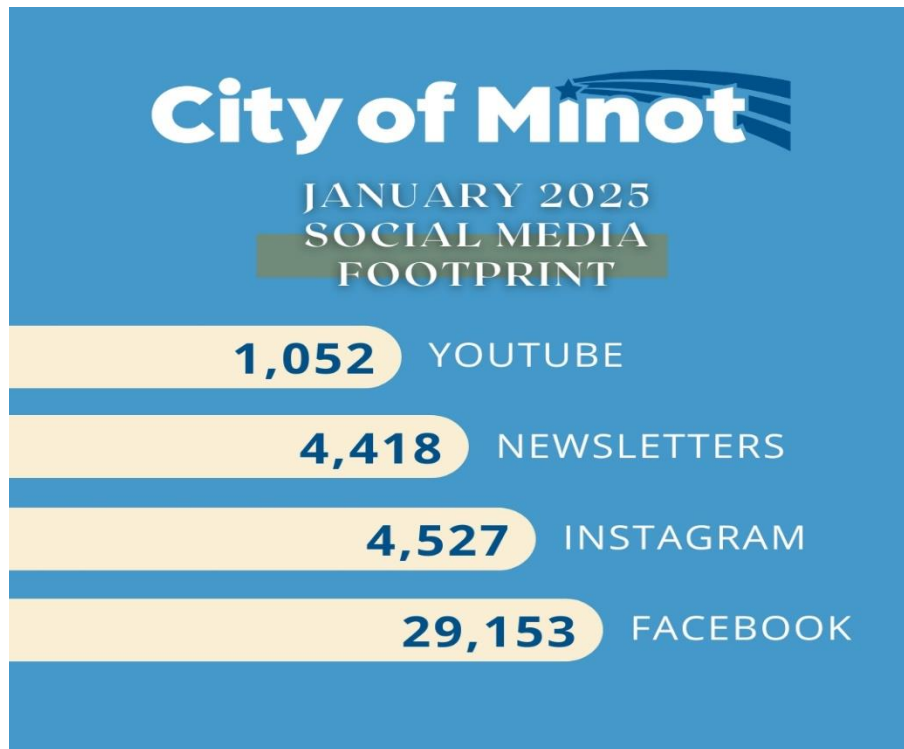


Instagram Reach Month by Month



Newsletter Opens Month by Month





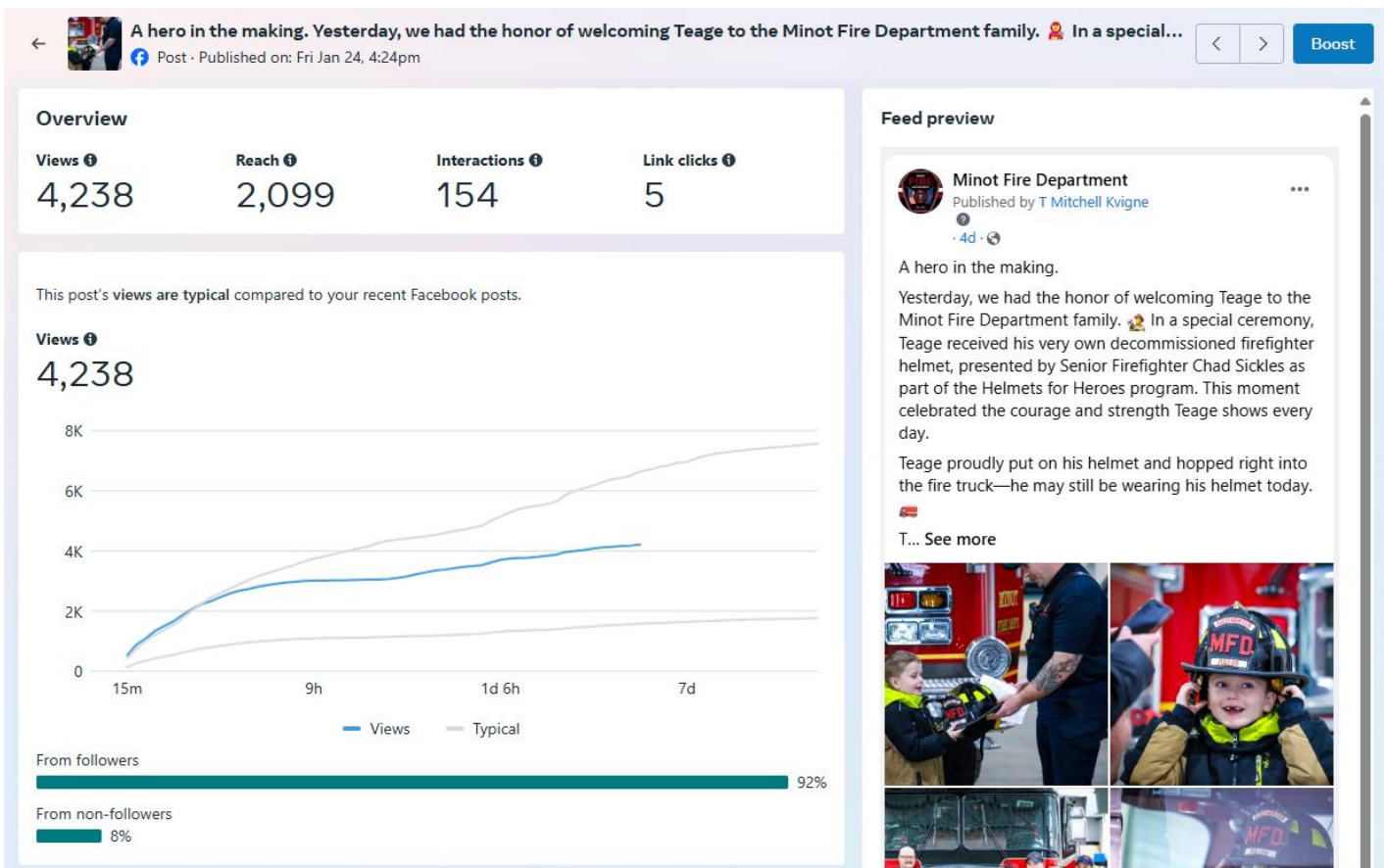
Public Information
Public Safety Information & Outreach Officer – T Kvigne

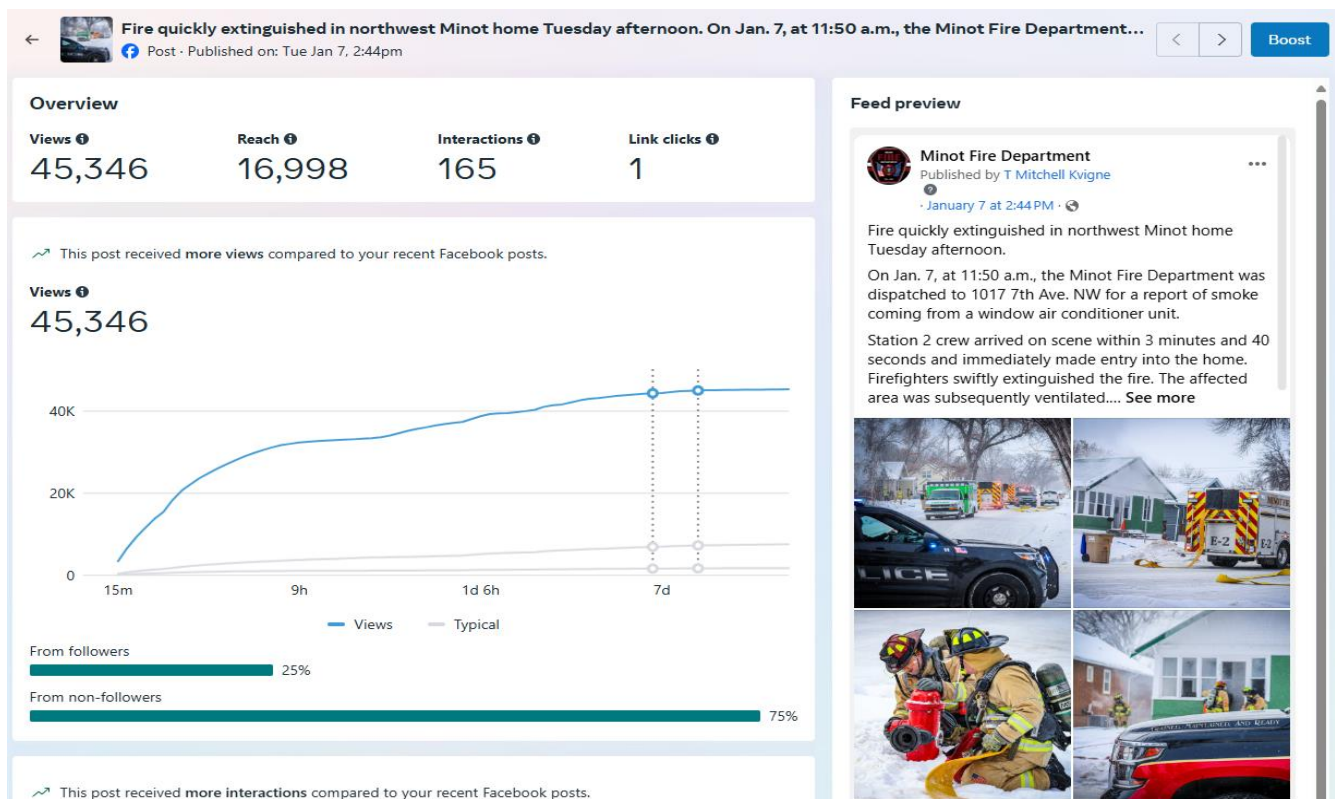
Fire Department

Current Follower counts

- **Facebook**
 - 4,756
- **Instagram**
 - 333
- There were five media releases issued in January for fires:
 - Sunday, Jan 5th
 - Tuesday, Jan 7th
 - Monday, Jan 13th

- Saturday, Jan 18th
- Monday, Jan 27th
- In January we gained 25 new followers on Facebook and lost 1 follower on Instagram. Meta, has changed analytics, going forward I will include views and reach. Our total Facebook reach was 21,600 and we amassed 104,600 views. Our Instagram had a reach of 337 and 2,000 total views.
Our top performing posts for Facebook:

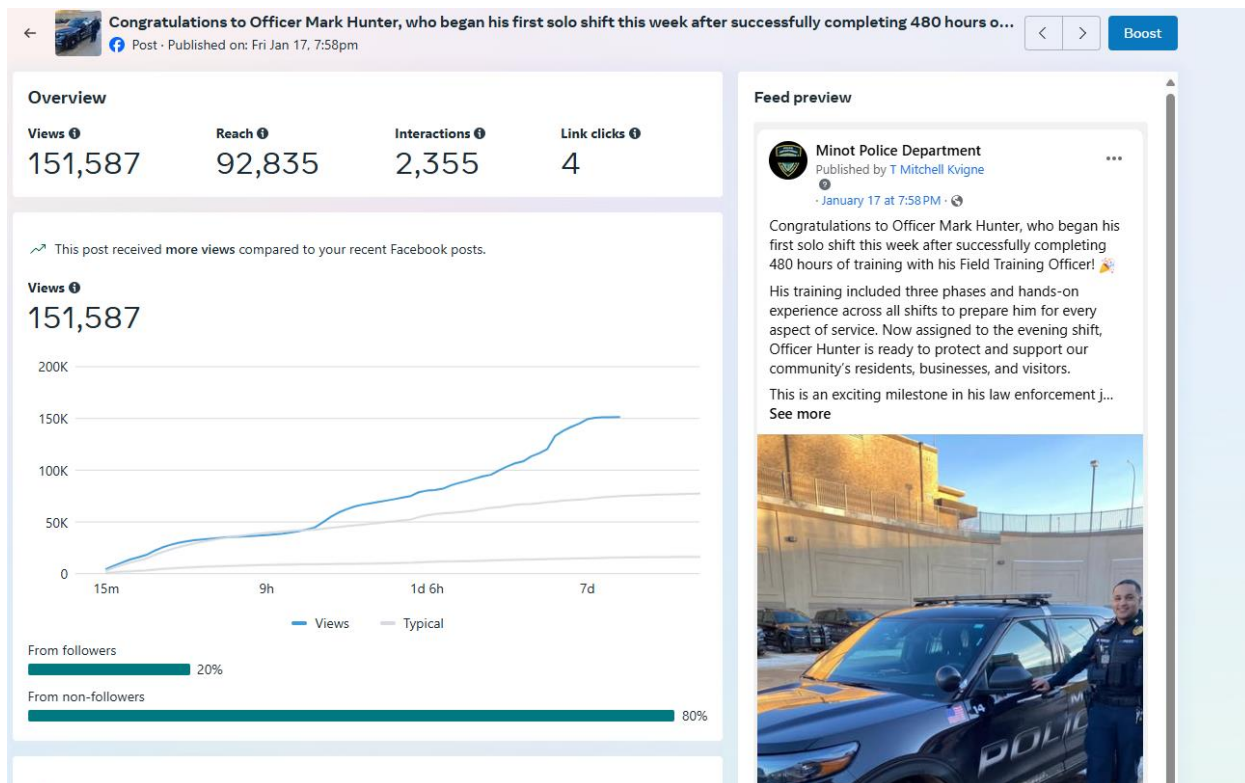
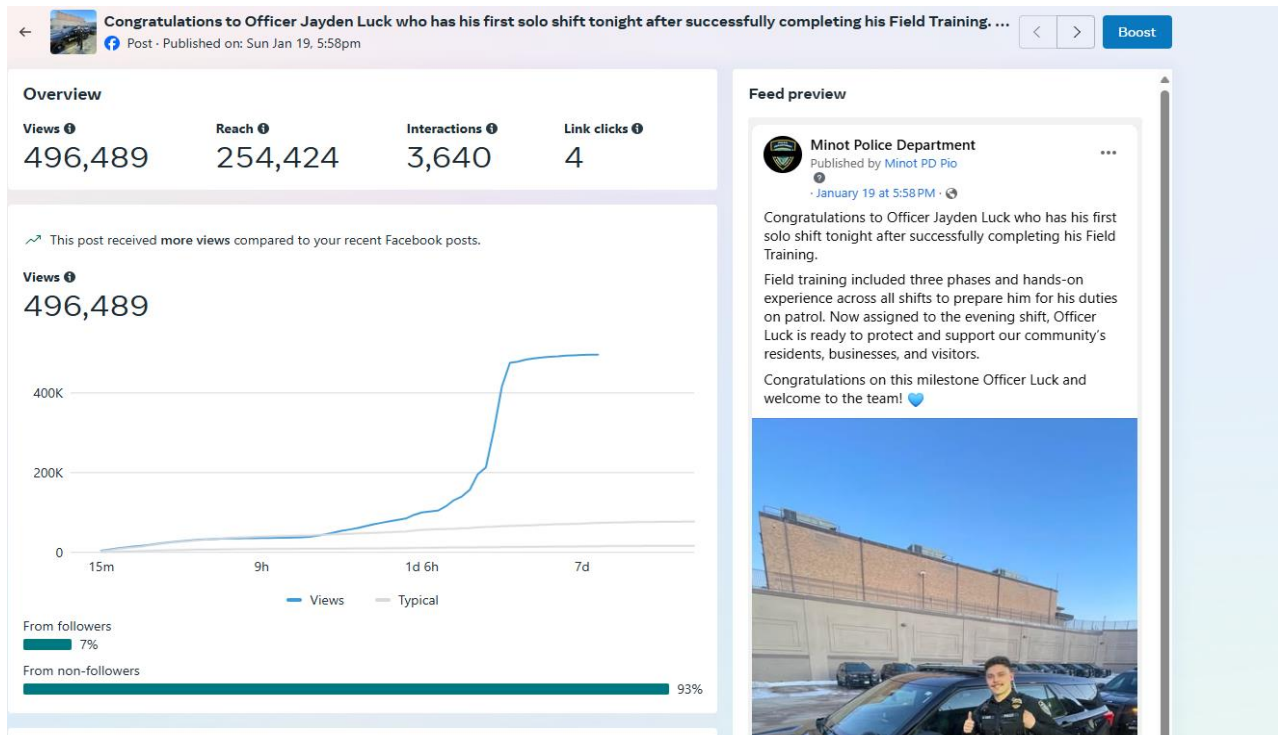




Police Department

Current Follower counts

- **Facebook**
 - 22,553
- The following media releases were issued:
 - Monday, Jan 7th
 - Sunday, Jan 12th
 - Tuesday, Jan 28th
- The funeral for Lieutenant Matt McLeod took place on Tuesday, Jan 21. We had an outpouring of community support during this whole time period. During the ceremony, procession, everything. It was beautiful to see the community support.
- Our Facebook reach for the month of January was 440,226 with a total number of views at 2.2 million, we also gained 610 new followers and had 93.2k visits to our Facebook page.
- Our top performing posts (not including media releases) for the month were as all of our solo shift posts for our 3 newest officers who completed FTO. Officer Jayden Luck, Officer Mark Hunter, and Officer Jersey Rynestad. See the attached images for the views/reach on the individual posts:





Date: January 30, 2025
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (February 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 February 3, 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: Scheduling Conference scheduled for 2/26/2025 at 9:30am.

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.

February: An Answer was received and filed in District Court on January 23, 2025. Orders for a scheduling conference and for alternative dispute resolution were filed on January 27, 2025. 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 Lautt

Current Status: City served Summons and Complaint on 2/3/2022
Plaintiff filed pleadings in Court on 1/24/2025
Scheduling Conference scheduled for 3/17/25 at 9:00am

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.

February: Nearly three years after being served with the Summons and Complaint, the Plaintiffs filed the Summons and Complaint in Court on January 24, 2025. The City of Minot filed an Answer on January 28, 2025 along with a jury trial demand. The Court scheduled a Scheduling Conference for 9:00am on March 17, 2025. Discovery and negotiations are ongoing.

2. Todd Mickelson v. City of Minot

Counsel: Brian Schmidt
Appointed by NDIRF

Opposing Counsel: Leo Wilking

Current Status: Pending in District Court
Summary Judgment Motion Granted
Jury Trial Cancelled

On May 26, 2023, the City was served with a summons and complaint by the Plaintiff. The complaint alleges the Plaintiff's employment as a city employee was terminated as a result of retaliation. The North Dakota Insurance Reserve Fund (NDIRF) appointed Brian Schmidt to defend the City in this lawsuit. Complaint was filed in District Court on June 8, 2023. City's Answer was filed on June 16, 2023. An Alternative Dispute Resolution Statement was filed by the City on August 15, 2023. Depositions of present and former city employees and the plaintiff have been conducted. 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 on November 15, 2025. 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 on November 15, 2025.

February: On January 27, 2025, the Court granted the City's Summary Judgment Motion and Order for Dismissal, finding the Plaintiff's claim was barred because he failed to exhaust his available remedies prior to suit, which divested the court of jurisdiction over the matter. He will have sixty days from entry of judgment to file an appeal.

3. Nathan Properties, LLC Appeal

Counsel: John Warcup
Appointed by NDIRF

Opposing Counsel: Jessica Lee Klein

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

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

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

February: To date no appeal of the District Court order has been received.

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.

February: On January 16, the Defendant filed a motion to dismiss, or in the alternative, compel the City to file an amended complaint arguing the complaint is defective because the duration or start date of the temporary construction easement isn’t stated. The City will file a response resisting the motion. A hearing has been scheduled for February 24, 2025 at 3:30pm to address both the motions and the City’s application for an order to summon a jury. Negotiations are ongoing.

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

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.

February: 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 something dismissing its claims that the City’s attorneys would have to draft it and forward it to him. For purposes of First Western Bank & Trust’s complaint filed against the City, their attorney represents it has been resolved.

6. First International Bank & Trust v. the North Dakota State Fair Foundation, City of Minot, et. al.

Counsel: Stefanie Stalheim
Opposing Counsel: Blaine T. Johnson, Benjamin Sand
Current Status: Unfiled at District Court
City admitted service on December 18, 2024

Consent and Subordination of Mortgage to City's Sewer
Easement received on January 27, 2025

The City was named as a Defendant in a foreclosure action filed by First International Bank & Trust (First International) because the City was subsequently granted a sewer easement on the subject property. Mayor Ross admitted service of the Summons and Complaint on December 18, 2024. Given the nature of the City's interest, First International was willing to subordinate their mortgage to the City's easement. On January 27, First International delivered an executed consent and subordination of their mortgage to the City of Minot's sewer easement. Once recorded, First International will forward us a copy and will prepare a stipulation for dismissal of Minot from the foreclosure action.

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. **Klug Settlement Agreement:** Attorney Stalheim has worked with external conflict counsel Katie Schmidt, the City Manager, HR Director, and Klug's attorney to negotiate a final agreement.
 - c. **Interim Police Chief Agreements:** Attorney Stalheim and Attorney Dickerson have been working with the City Manager and Finance Director to draft interim police chief agreements.
 - d. **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.
 - e. **Minot 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. Ballot language has been sent to the County Auditor, and the City and Park District attorneys are working on a joint powers agreement to confirm cost allocations.
 - f. **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.
 - g. **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.
 - h. **Edgewood Real Estate Investment Trust Development Agreement:** Attorneys Johnson and Lindgren submitted a draft preliminary agreement, and staff has forwarded the same to Edgewood to review and consider. The City Attorney's Office defers questions regarding status of this project to the Community and Economic Development Director.
 - i. **Attorney General Open Meetings Response:** The City Attorney responded to a complaint filed with the North Dakota Attorney General's Office alleging executive sessions held regarding the Nok Back Tavern purchase. The City has not yet received an opinion on this matter.

- j. **Snow Removal Procedures:** Attorneys Schmitz and Dickerson have been attending meetings with Public Works staff to discuss snow removal policies and procedures for next year.
- k. **Building and Planning Code Nonconforming Properties:** Attorneys Stalheim and Dickerson are providing counsel to staff regarding several properties that are not in compliance with building and zoning codes.
- l. **Federal Grant Compliance Consult:** Attorney Stalheim discussed the home rehabilitation program and short-term rental rehabilitation programs with the City's federal grant compliance staff.
- m. **Visit Minot Fee Ordinance:** Attorney Stalheim had a meeting with Visit Minot's attorney regarding the Visit Minot Extended Stay Leisure Fee Ordinance and updating the agreement between the City and Visit Minot to include the new fee.
- n. **Franchise Fee Committee:** Attorney Stalheim had several discussions with City staff regarding elimination of the Franchise Fee Committee.
- o. **2025 Aerial Photography and Lidar Contract with Eagleview:** Attorney Dickerson reviewed this contract with Engineering staff.
- p. **Substantial Completion Date Amendment (Broadway Circle):** Attorney Stalheim reviewed and discussed the amendment with city staff.
- q. **NDDRE Policy and Procedure Agreement for Tablet Computers:** Attorney Schmitz reviewed this Agreement alongside PD command staff.
- r. **Minot Police Department CLEAR Agreement:** Attorney Schmitz reviewed this Agreement alongside PD staff.
- s. **Fire Department Personal Vehicle Damage Issue:** Attorney Stalheim had several consultations regarding this matter with City staff and NDIRF representatives.
- t. **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.
- u. **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.
- v. **Minot International Airport Rates and Charges Amendment:** Attorney Dickerson reviewed an amendment to the Rates and Charges.
- w. **City of Minot Capital Asset Policy:** Attorneys Stalheim and Dickerson reviewed updates to the City of Minot's Capital Asset Policy.
- x. **Public Works Salt Storage Building Contract Amendment:** Attorney Dickerson worked with Public Works Operations Director to draft an amendment extending completion date of construction.
- y. **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.
- z. **Public Works Fuels Contract:** Attorney Dickerson reviewed a fuel supply contract.
- aa. **BNSF Right of Way Licenses Review:** Attorney Dickerson reviewed and is currently negotiating right of way licenses for the 16th Street Reconstruction Project.
- bb. **3rd Street Bridge Repair Contract:** Attorney Dickerson reviewed engineering contract for repairs to the 3rd Street Bridge.
- cc. **UND Affiliation Agreement:** Attorney Schmitz reviewed a Department Clinical Affiliation Agreement between UND and the City of Minot for an internship.
- dd. **Genasys Protect Master Subscription Agreement:** Attorney Schmitz reviewed an Agreement for the Minot Police Department communication platform.
- ee. **Priority Dispatch Service Agreement:** Attorney Schmitz reviewed a service agreement for medical call dispatching software.

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 consulted with Minot Park District staff and their Attorney regarding proposed staff recommendations to licenses held by Minot Park District tenants.
- 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.
- d. **Midcontinent Franchise Fee Ordinance:** Attorney Stalheim and Attorney Dickerson worked with the City Manager's office to publish notice of the proposed Midcontinent Franchise Fee Agreement update to eliminate in-kind services, and draft an ordinance.

3. City Manager Committees: Attorney Dickerson has been serving on the Employee Recognition Committee.

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

- a. **Annual Case Totals:** Below 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%

	2023	2024	% change
Criminal	1554	1449	-7.3%
Traffic	3547	3098	-14.5%
	5101	4547	-12.2%

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	78	172	250
totals	1449	3098	4547

- 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
City Attorney

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

On January 21, 2025, 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

In lieu of the Mayor's Report, the City Council, staff, and public held a moment of silence for Lt. Matt McLeod. The Mayor urged businesses and residents to present a blue light outside their business or home from now until the end of February to show support to the Minot Police Department.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council. David Lakefield, Finance Director, did his monthly report to the City Council.

PLANNING COMMISSION

CONSIDER THE REPORT OF THE PLANNING COMMISSION

PUBLIC HEARING: CASE#2024-11-03 - EHC MINOT ADDITION - FUTURE LAND USE MAP AMENDMENT, ZONING MAP AMENDMENT, PRELIMINARY PLAT, AND ANNEXATION

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

PUBLIC HEARING: CASE#2024-11-05 OUR LADY OF GRACE ADDITION - ZONING MAP AMENDMENT, AND PRELIMINARY PLAT

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

PUBLIC HEARING: CASE #2024-11-06 - RAMSTADS FIRST ADDITION - ZONING MAP AMENDMENT

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

PUBLIC HEARING

CDBG SUBSTANTIAL AMENDMENT #10 SUBMISSION TO HUD

The motion to close the public hearing and approve the submittal of the Substantial Amendment #10 to HUD was initiated by City Council Member Fuller 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.

CONSENT ITEMS

The motion to approve consent items 7.1 through 7.15 with staff recommended action was initiated by City Council Member Pitner seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES - Approve the minutes of the January 6, 2025, Regular City Council meeting.

ORDINANCES – Approve the following ordinance on second reading:

1. Ordinance No 6044 - 2024 BA - Puppy Dog Coulee SSD 121 Temp Easements

ADMINISTRATIVE APPROVALS – Ratify the following administratively approved requests:

1. Minot Symphony Association, Inc to conduct a raffle on January 14, 2025, at Oak Park Theatre (1500 4th Ave NW).
2. The Heritage Singers of Minot to conduct a raffle from February 27- March 2, 2025, at the Moose Lodge (400 9th St NW).
3. Minot Public School Foundation to conduct a calendar raffle March 2025 at the Minot Public School Foundation (215 2nd St SE).
4. Nedrose Cardinal Booster Club to conduct a calendar raffle April 2025 at Nedrose High School (5705 15th Ave SE).
5. Minot North Baseball to conduct a calendar raffle April 2025 at Minot North High School (2100 21st Ave NW).
6. ND Association of Dance and Drill (NDADD) to conduct a raffle on January 17th and 18th, 2025 at the MSU Dome (400 University Ave W).
7. Minot Valley Scottish Rite to conduct a raffle on June 21, 2025, at the Minot Masonic Center (2524 E Burdick Exwy).
8. Bel Air PTA to conduct bingo on February 13, 2025, and a calendar raffle in March 2025 at Bel Air Elementary (501 25th St NW).
9. Two Special Event Permits for Sports on Tap (220 S Broadway).
10. Two Special Event Permits for Blue Rider (118 1st Ave SE).
11. Two Special Event Permits for Bones BBQ (437 N Broadway).
12. Two Special Event Permits for The Starving Rooster (30 1st St SE).
13. Special Event Permit for Atypical Brewery and Barrelworks (510 E Central Ave).
14. Special Event Permit for The Spot (6 2nd St ND).

ALCOHOLIC BEVERAGE LICENSE RENEWALS – Approve the alcoholic beverage license renewals for the period of January 21, 2025, through December 31, 2025, for the following businesses:

1. Safari Fuels
2. Extended Stay America
3. Saul's
4. The Drop Zone

ALCOHOLIC BEVERAGE LICENSE TRANSFER - Approve the transfer of the Retail Liquor, Beer, and Wine license from Sergios of Minot dba Paradiso Mexican Restaurant to Don Tapatio Mexican Cuisine, LLC dba Don Tapatio Mexican Cuisine with the effective date of February 1, 2025.

MAYORAL APPOINTMENTS – Confirm the following Mayoral Appointments:

- Kelly Hendershot to replace Bob Schempp on the Minot Commission on Aging Board of Directors, with a term to expire December 31, 2027.
- Alderwoman Lisa Olson to continue on the Souris Basin Planning Council Executive Board, with a term to expire February 28, 2027.
- Bruce Kramer to replace Pat Schmitt on the Minot Commission on Aging Board of Directors, with a term to expire December 31, 2027.

2025 CITY STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION – Approve and adopt the 2025 Standard Specifications and Details for Construction.

TREE REMOVAL FOR 16TH ST SW RECONSTRUCT (4780) – AWARD – Award the project contract to DL Barkie Construction, Inc for their proposed cost of \$47,740.00 and authorize the Mayor to sign.

APPROVAL OF THE 2024 INTEREST DISTRIBUTION - Approve the 2024 interest distribution.

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

AMENDMENTS TO CHAPTER 28 STREETS SIDEWALKS AND PUBLIC GROUNDS (4541) - ROCK IN BOULEVARD AND DRIVEWAY WIDTHS – Pass an ordinance on 1st reading approving revisions to Chapter 28 of the Code of Ordinances.

HOUSTON ENGINEERING PAVEMENT MAINTENANCE CONSULTANT CONTRACT AMENDMENT 2 – Approve the contract amendment with Houston Engineering and authorize the Mayor to sign the amendment.

ENBRIDGE PIPELINE DONATION - Accept the award from Enbridge Pipeline given through American Online Giving Foundation to the Minot Fire Department in the amount of \$4,700.00; and approve the budget amendment on first reading amending the 2025 annual budget to increase FD Office and Equipment account (46102) for the donation amount.

NORTH PRAIRIE RURAL WATER -TRANSMISSION AND TREATMENT CONTRACT APPROVAL – Approve the water transmission and treatment contract with North Prairie Rural Water District and authorize the Mayor to sign the contract on behalf of the city.

WARD COUNTY HAZARD MITIGATION PLAN ANNUAL PROGRESS REPORT – Receive and file the Hazard Mitigation Plan Annual Progress Report

ACTION ITEMS

PERSONAL VEHICLE DAMAGE COVERAGE

This item was pulled from the agenda.

ELIMINATION OF CITY FRANCHISE FEE COMMITTEE

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

MIDCONTINENT FRANCHISE FEE AMENDMENT - ELIMINATION OF IN-KIND SERVICES

The motion to eliminate the in-kind services language and pass the attached ordinance on first reading 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.

AIRPORT OPERATIONS PART 139 PLATFORM AGREEMENT

The motion to approve the part 139 airport operations platform agreement with Aerosimple; and authorize the Mayor to sign the necessary documentation was initiated by City Council Member Jantzer seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

DISCUSSION OF LEGISLATIVE TOPICS

The City Council discussed legislative topics.

PERSONAL APPEARANCES

Travis Zablotney spoke to the City Council about property tax policies in the legislature.

MISCELLANEOUS AND DISCUSSION ITEMS

MACEDC 2024 CITY OF MINOT CONTRACT REPORT PRESENTATION

Brekka Kramer presented the MACEDC 2024 City of Minot Contract Report to the City Council.

MISCELLANEOUS AND DISCUSSION ITEMS

The motion to oppose any ND legislative caps on the budget and property taxes with a letter from the City Council was initiated by City Council Member Samuelson seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Paul Pitner, Tom Ross, Scott Samuelson; nays: Lisa Olson.

LIAISON REPORTS

Alderman Pitner attended the Economic Development Plan Review Committee meeting. Alderman Blessum attended the Minot Commission on Aging meeting, along with the Economic Development Plan Review Committee meeting. Alderwoman Olson attended the Souris Basin Planning Council Executive Board meeting and the Central Dakota MPO meeting. Alderman Samuelson attended two Ward County Planning and Zoning meetings. Alderman Jantzer attended the Task Force 21 meeting and the Liaison Committee meeting. Alderman Fuller attended two Ward County Planning and Zoning meetings and a Library Board meeting. Mayor Ross attended the Task Force 21 meeting and a MACEDC Board meeting.

ADJOURNMENT

The motion to adjourn the meeting at 7:57 pm was initiated by City Council Member Pitner, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor



ORDINANCE NO. 6049

AN ORDINANCE AMENDING SECTIONS 28-101 OF CHAPTER 28 (STREETS, SIDEWALKS, AND PUBLIC GROUNDS), ARTICLE III (USE AND CARE OF SIDEWALKS, STREETS, AND FLOOD CONTROL WORKS), DIVISION 2 (STREETS) AND SECTIONS 28-211, 28-212 OF CHAPTER 28 (STREETS, SIDEWALKS, AND PUBLIC GROUNDS), ARTICLE V (CONSTRUCTION WITHIN THE RIGHT-OF-WAY), DIVISION 2 (DRIVEWAYS), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA RELATING TO BOULEVARD MAINTENANCE AND DRIVEWAY REQUIREMENTS.

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 the provision of North Dakota Century Code (NDCC) § 40-05.1, as well as statutory provisions codified in NDCC 40-05-01; and

WHEREAS, NDCC § 40-05.1-06 provides that the City shall have the power to implement home rule powers by ordinance, including the power to enact ordinances regarding streets, sidewalks, and public grounds within city limits; and

WHEREAS, NDCC § 40-05.1-05 provides that a ratified home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and

WHEREAS, the City of Minot now desires to amend the existing Section 28-101, Chapter 28, Article III, Division 2 and Sections 28-211, 28-212, Chapter 28, Article V, Division 2 Code of Ordinances, to update requirements relating to boulevard maintenance and driveways.

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

§1. That Section 28-101 of Chapter 28 (Streets, Sidewalks, and Public Grounds), Article III (Use and Care of Sidewalks, Streets, and Flood Control Works), Division 2 (Streets) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended to read as follows:

Sec. 28-101 – Maintenance of boulevard areas.

The owner of property adjacent to any public right-of-way shall maintain the boulevard area adjacent to the owner's property. The boulevard shall be kept free of tall grass, and weeds and shall be mowed to a height of less than eight (8) inches at all times. If the owner refuses or fails to keep the boulevard properly maintained, the city can maintain the boulevard and assess the cost in accordance with chapter 22 of this Code.

§2. That Section 28-211 of Chapter 28 (Streets, Sidewalks, and Public Grounds), Article V (Construction Within the Right-Of-Way), Division 2 (Driveways) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended to read as follows:

Sec. 28-211. - Requirements for driveways.

- a) No permit for a driveway shall be granted, and no curb cut shall be made which will provide less than fifteen (15) feet minimum clearance between the nearest edge of any crosswalk or alley and the edge of the curb nearest the crosswalk or alley.
- b) No permit shall be granted for any driveway in any commercial or industrial district or in any residential district developed or to be developed with four (4) or more parking spaces on a parcel of land under the same ownership where a portion of the front yard area is used or is intended to be used for the purpose of vehicular movement, storage or parking unless provision is made for sufficient space on the property to be served to provide egress therefrom without the backing of vehicles across the sidewalk area.
- c) The maximum width for any driveway in a residential district shall be thirty (30) feet, measured along the property line, and thirty-six (36) feet, inclusive of the apron flares at the curb line.
- d) The maximum width for any driveway in a commercial or industrial district shall be forty (40) feet, measured along the property line, and forty-six (46) feet, inclusive of the apron flares at the curb line.
 - 1. If the owner of a commercial or industrial property requests a driveway larger than described in (d), then the owner shall provide turning radius data to the city engineer showing the need for the additional width.
 - 2. The city engineer may determine if the additional width shall be granted.
- e) Where more than one (1) driveway is permitted or maintained on any one (1) lot, tract or parcel of land or combination of contiguous lots, tracts or parcels under common ownership, there shall not be less than twenty-four (24) feet between driveways as measured along the curb line.
- f) All driveways and aprons must be constructed within the extensions of the property lines through the right-of-way unless the driveway is a shared driveway between two (2) contiguous parcels.
- g) Notwithstanding any of the foregoing subsections, the city engineer shall have the right to deny a permit for a driveway, or otherwise limit the right of ingress and egress to the public right-of-way, at any location which is certified by the city engineer to present special hazards to the public if a driveway or point of ingress and egress is allowed at such location. In exercising the right granted to the city engineer under this subsection, the city engineer shall consider, among other things deemed pertinent, access spacing policies, conflict points, visibility, and topography. Any denial premised on this subsection must be accompanied by a written statement by the city engineer specifying the reasons for denying the permit or for restricting the right of ingress and egress.

§3. That Section 28-212 of Chapter 28 (Streets, Sidewalks, and Public Grounds), Article V (Construction Within the Right-Of-Way), Division 2 (Driveways) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended to read as follows:

Sec. 28-212. - Exception.

[Section 28-211](#)(c) shall not apply to a driveway and its approach which run directly from a garage or an allowed site for a garage to a street if the garage was built and is maintained or the allowed site is situated in compliance with all applicable zoning requirements and building codes; provided that, however, the driveway at the curb shall be no more than six (6) feet wider than:

- a) The overhead garage door opening or openings as built or as may be lawful to build it or them; plus
- b) The space, if any, between the overhead garage door openings.
- c) And no wider than a maximum of forty (40) feet or 50% of the front footage of the lot, whichever is greater, measured along the property line.

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

PASSED FIRST READING: January 21, 2025

PASSED SECOND READING: February 3, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor

ORDINANCE NO: 6050

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT FURNITURE AND EQUIPMENT EXPENDITURES AND
CONTRIBUTIONS & DONATIONS REVENUE FOR A DONATION RECEIVED.**

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

- §1: Amend the 2025 annual budget to increase the Fire Department furniture and equipment expenditures and contributions & donations revenue for a donation received:

10031000-46102		\$4,700
10000000-36400		4,700

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

PASSED FIRST READING: January 21, 2025

PASSED SECOND READING: February 3, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO. 6045

AN ORDINANCE REZONING LOTS 13, 14 & 15, BLOCK 2 RAMSTAD'S FIRST ADDITION FROM "C1" NEIGHBORHOOD COMMERCIAL DISTRICT TO "CBD" CENTRAL BUSINESS DISTRICT.

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

Section 1. That the property described below is hereby zoned **"CBD" Central Business District**:

LOTS 13, 14 & 15, Block 2 Ramstad's First Addition to the City of Minot

Section 2. The **"CBD" Central Business District** zoning of the above described property and any development thereof shall be in accordance with said zoning district's provisions as set forth in the Land Development Ordinance of the City of Minot.

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

PASSED FIRST READING: January 21, 2025

PASSED SECOND READING: February 3, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor

ORDINANCE NO. 6046

AN ORDINANCE TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF MINOT; LOTS 1 & 2 OF GERLE FIRST ADDITION TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA.

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

Section 1. That the property described below is hereby annexed into the corporate boundary of the City of Minot, North Dakota:

LOTS 1 & 2 OF GERLE FIRST ADDITION, WARD COUNTY, NORTH DAKOTA.

Section 2. The annexation of the above described property and any development thereof shall be in accordance with said zoning district's provisions as set forth in the Land Development Ordinance of the City of Minot.

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

PASSED FIRST READING:

November 18th, 2024

PASSED SECOND READING:

February 3, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor

ORDINANCE NO. 6047

**AN ORDINANCE REZONING LOT 2, OF GERLE FIRST ADDITION FROM “AG”
AGRICULTURAL DISTRICT TO “M1” LIGHT INDUSTRIAL DISTRICT.**

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

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

LOT 2 Gerle First Addition to the City of Minot

Section 2. The **“M1” Light Industrial District** zoning of the above described property and any development thereof shall be in accordance with said zoning district’s provisions as set forth in the Land Development Ordinance of the City of Minot.

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

PASSED FIRST READING:

November 18, 2024

PASSED SECOND READING:

February 3, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



ORDINANCE NO. 6048

AN ORDINANCE REPEALING PARAGRAPH 5.2 (CABLE SERVICE TO PUBLIC BUILDINGS) of APPENDIX B (FRANCHISES), SUB-PART V, DIVISION 1, SECTION 5 (ACCESS TO THE SYSTEM) OF THE CITY OF MINOT CODE OF ORDINANCES

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 the provision 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 previously implemented an ordinance relating to cable television franchises, that includes its franchise agreement with Midcontinent Communications (Midco); and

WHEREAS, in 2019, the Federal Communications Commission issued an order concluding that most non-cash (in-kind) assessments and contributions required by cable franchise agreements constitute franchise fees that are subject to the 5% cap under the Communications Act (FCC Order No. 19-80); and

WHEREAS, the City and Midco now wish to amend their franchise agreement in order to comply with the aforementioned FCC Order No. 19-80 and eliminate the requirement that Midcontinent provide cable services to public buildings; and

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

§1. That Paragraph 5.2 (Cable Service to Public Buildings) of Section 5 (Access to the System), Division 1, of Sub-Part V, of Appendix B (Franchises), of the Code of Ordinances, City of Minot, North Dakota, is hereby repealed.

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

PASSED FIRST READING: January 21, 2025

PASSED SECOND READING: February 3, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: February 3, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Trinity Health Foundation to conduct a raffle on March 31, 2025 at Trinity Health East Ridge Foundation Office (1250 21st Ave SE).**
- 2. The Power of 1 to conduct a sports pool on February 9, 2025 at the Old Marco's space (1250 4th Ave NW).**
- 3. Minot Pink Ladies to conduct a raffle on February 7th & 8th, 2025 at the Clarion Hotel & Convention Center (2200 Burdick Exwy E).**
- 4. Minot Y's Men's Club to conduct a raffle on July 7, 2025 at the Minot Family YMCA (3515 16th St SW).**
- 5. Minot State University Athletics to conduct a sports pool on February 9, 2025 at Minot State University (500 University Ave W).**
- 6. The Power of 1 to conduct a raffle on May 4, 2025 at the ARCO Dakota Square (1520 24th Ave SW).**
- 7. Dakota Rattlers to conduct a raffle on April 30, 2025 at the Dakota Rattlers Westling Club (1522 5th Ave SW).**
- 8. Empire Volleyball Club to conduct a sports pool on February 9, 2025 at SOS Image (2217 16th St NW).**
- 9. Special Event Permit for Saul's (105 1st St SE Basement).**
- 10. Special Event Permit for The Starving Rooster (30 1st St 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	\$ 7,226.41
Brock, Vanessa M	\$ 6,576.17
Brock, William	\$ 7,429.36
Choi, Alex M	\$ 9,424.73
Clark, Benjamin P	\$ 7,313.89
Davis, Brandon	\$ 8,598.32
Depriest, Isaac	\$ 7,584.97
Dickson, Earnest edward	\$ 8,339.53
Draper, David	\$ 8,347.02
Eckman, Jennifer	\$ 18,700.44
Kaminski, Thomas	\$ 6,423.31
Klein, Craig A	\$ 7,356.17
Long, Jessica	\$ 9,851.41
McCuaig, Tyler	\$ 5,369.91
Moody, Sharon	\$ 7,288.23
Norby, Judy	\$ 6,715.28
Ortiz-Pabon, Nelson	\$ 7,633.68
Rafala, Michael	\$ 8,983.02
Romanick, Maria C	\$ 10,350.04
Romero, Melvin Frederick	\$ 5,400.95
Sanders, Sean Edward	\$ 1,473.55
Takashige, Alec N	\$ 9,225.95
Urban, Randy N	\$ 5,771.95
Totals for Department Airport	
Total	\$ 181,384.29

Department: Assessors	
Name	Gross Pay
Druse, Damon	\$ 12,755.88
Kamrowski, Ryan L	\$ 13,794.78
Lovelace, Daniel D	\$ 10,375.41
Maragos, Sheila M	\$ 10,899.07
Nelson, Chelsy	\$ 6,163.44
Schlecht, Dustin J	\$ 11,171.83
Totals for Department Assessors	
Total	\$ 65,160.41

Department: Cemetery	
Name	Gross Pay
Roteliuk, Rondel R	\$ 10,633.79
Seifert, James R	\$ 6,585.30

Name	Gross Pay
Zietz, Cole J	\$ 6,584.50
Totals for Department Cemetery	
Total	\$ 23,803.59

Department: City Attorney	
Name	Gross Pay
Dickerson, Corbin	\$ 13,248.99
Henjum, Nathaniel	\$ 7,145.65
Horst, Nancy	\$ 8,207.44
Schmitz, Nick	\$ 11,710.19
Stalheim, Stefanie	\$ 17,803.35
Totals for Department City Attorney	
Total	\$ 58,115.62

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	\$ 21,305.10
McWilliams, Mikayla	\$ 9,611.13
Schraeder, Ann M	\$ 7,172.90
Stein, Jeanne	\$ 10,608.79
Stewart, Harold Leroy	\$ 23,783.85
Totals for Department City Manager	
Total	\$ 72,481.77

Department: City Shop	
Name	Gross Pay
Anderson, Robbie	\$ 6,728.56
Bradford, Emil	\$ 6,167.82
Headrick, Jesse	\$ 5,890.79
Hermanson, Brook A	\$ 10,119.39

Name	Gross Pay
Hughbanks, Brian	\$ 6,319.33
Ortmann, Donald G	\$ 9,881.55
Reale, Joseph Anthony	\$ 1,204.55
Rivera, Frank R	\$ 7,191.37
Schaubroeck, April S	\$ 5,781.33
Schmidt, Charles Joseph	\$ 11,145.80
Smith, Zachary Thomas	\$ 4,955.10
Totals for Department City Shop	
Total	\$ 75,385.59

Department: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 10,128.56
Brown, Justice	\$ 7,887.64
Buchweitz, Savanah Raelyn	\$ 7,429.41
Christie, Sean A	\$ 13,330.10
Evans, Amy	\$ 7,488.43
Fahy, Wayne W	\$ 10,608.79
Haugan, Margaret H	\$ 11,710.19
Lausch, Jacqueline	\$ 10,397.39
Lonis, Ashleigh	\$ 8,542.30
Mindt, Haley Marie	\$ 6,551.14
Newman, Samantha	\$ 9,617.13
Okon, Destany Lynn	\$ 6,658.49
Roehm, Brandi	\$ 8,875.57
Sorensen, Elizabeth A	\$ 13,321.58
Van Hill, Shanlya M	\$ 15,209.00
Yost, Braydon Gage	\$ 7,504.61
Totals for Department Dispatch	
Total	\$ 155,260.33

Department: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 11,053.35
Foley, Taylor	\$ 7,507.63
Hernandez, Gabriel	\$ 6,636.43
Hoffart, Jesse	\$ 10,608.79
Huettl, Emily	\$ 14,267.76
King, Matthew R	\$ 10,608.79
Meyer, Lance E	\$ 18,609.69
Ramos, Nicole	\$ 8,707.18
Romann, Alicia A	\$ 8,358.64
Steckler, Thomas E	\$ 11,710.19
Swartz-Dahl, Sami	\$ 7,695.83

Name	Gross Pay
Vorgitch, Julia	\$ 6,971.86
Totals for Department Engineering	
Total	\$ 122,736.14

Department: Finance	
Name	Gross Pay
Burns, Callie S	\$ 9,611.13
Grabow, Randi L	\$ 7,888.33
Lakefield, David	\$ 19,717.87
Molina, Crystal R	\$ 7,589.30
Nerem, Laurisa	\$ 6,801.96
Olson, Jaelee	\$ 7,609.51
Schmidt, Susan	\$ 7,888.33
Shatara, Jenna	\$ 1,046.52
Shelfstad, Brittany J	\$ 8,924.88
Shelkey, Melody L	\$ 11,735.19
Van Grinsven, Kristin	\$ 9,851.41
Variste, Jeanny	\$ 7,289.24
Zeece, Holly	\$ 8,494.76
Zelinski, Jenna M	\$ 12,950.81
Totals for Department Finance	
Total	\$ 127,399.24

Department: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 13,248.99
Berg, Lorie A	\$ 9,032.77
Brown, Robby	\$ 10,039.18
Burns, Austin T	\$ 964.65
Hammer, Stuart	\$ 9,875.90
Hardy, Glen A	\$ 1,951.05
Kronschnabel-Dostert, Kelli	\$ 19,692.87
Maxwell, Mason W	\$ 3,783.85
Seifert, Travis J	\$ 10,755.86
Summers, Dana W	\$ 9,400.45
Weber, Brent A	\$ 13,360.16
Totals for Department Fire - Administration	
Total	\$ 102,105.73

Department: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 13,105.42
Allen, Scott	\$ 8,252.37

Name	Gross Pay
Anderson, Joseph	\$ 7,293.70
Angelo, Jason	\$ 8,583.20
Baker, Griffin Joseph	\$ 6,417.84
Beck, Kyle W	\$ 14,216.97
Berntson, Austin	\$ 9,586.36
Blackwood, Robert	\$ 3,318.91
Boechler, Matthew A	\$ 7,082.82
Burgess, Justin T	\$ 11,710.08
Burns, Austin T	\$ 16,019.05
Christen, Tyler P	\$ 8,218.19
Coleman, Alexander	\$ 10,240.91
Croxall, Jeremy M	\$ 10,382.08
Degele, Travis W	\$ 12,368.18
Dockter, James	\$ 8,493.68
Eull, Mitchell	\$ 8,093.83
Filkins, Jacob E	\$ 9,833.33
Fylling, Jacob	\$ 8,084.86
Garberg, Tully D	\$ 9,338.67
Ghent, Tyler	\$ 6,473.31
Gilliss, Shane	\$ 12,993.24
Hanselman, Andrew J	\$ 12,003.99
Hanson, Myles	\$ 8,947.63
Hardy, Glen A	\$ 13,287.67
Haskins, Patrick	\$ 6,417.84
Hayden, Jameson	\$ 7,367.73
Kristiansen, Hans	\$ 12,021.64
Laks, Damon	\$ 9,266.00
Laskowski, Paul J	\$ 12,252.70
Lentz, Jacob W	\$ 13,596.62
Mathieson, Mark	\$ 8,630.98
Maxwell, Mason W	\$ 12,848.81
Meadows, Casey D	\$ 12,022.01
Meadows, Jaydee	\$ 8,900.81
Meyer, Trent	\$ 6,741.55
Nelson, Brady Kent	\$ 7,107.31
Nerem, Jesse	\$ 8,370.55
Newman, Phillip	\$ 7,818.23
Olson, Joshua	\$ 8,459.27
Orr, Jeremiah	\$ 9,296.02
Perry, Cody Arnold	\$ 1,896.96
Peterson, Aaron P	\$ 12,270.47
Raymond, Daniel	\$ 11,158.14
Rice, Alec D	\$ 7,082.82
Rohrbach, Robert A	\$ 10,881.01
Ross, Michael T	\$ 7,604.19

Name	Gross Pay
Rostberg, Casey	\$ 8,886.91
Safranski, Dustin M	\$ 9,983.56
Schill, Kyle	\$ 8,886.52
Schoenborn, Matthew Lee	\$ 6,650.40
Schriock, Kerry W	\$ 15,930.07
Shoemaker, Charles	\$ 10,505.69
Sickles, Chad	\$ 8,706.52
Staples, Kayden	\$ 6,693.65
Tancabel, Andrew	\$ 12,136.17
Taylor, Matthew	\$ 8,225.50
Tougas, Brady W	\$ 7,462.90
Urban, Augustus	\$ 8,795.36
Walhood, Bradley	\$ 8,665.32
Walter, Devin M	\$ 12,003.99
West, Jason	\$ 10,608.64
Wolf, Hunter	\$ 6,682.32
Zabka, Aaron	\$ 8,252.37
Totals for Department Fire Control	
Total	\$ 605,433.84

Department: Human Resources	
Name	Gross Pay
Jundt, Lisa R	\$ 15,718.85
Porterfield, Monica L	\$ 10,289.93
Scott, Courtney K	\$ 8,110.43
Thurston, Brittany	\$ 10,546.59
Totals for Department Human Resources	
Total	\$ 44,665.80

Department: IT	
Name	Gross Pay
Albertson, Alec	\$ 9,407.44
Herslip, Jacob	\$ 6,563.98
Knudsvig, Miles	\$ 8,321.14
McKibben, Jason S	\$ 13,630.22
Podolski, Tyler	\$ 6,553.26
Ulrickson, Paul M	\$ 12,975.81
Totals for Department IT	
Total	\$ 57,451.85

Department: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 9,148.63

Name	Gross Pay
Degroot, Gage	\$ 11,646.32
Hancock, Thomas	\$ 1,909.50
Heizelman, Gerald Lee	\$ 6,978.76
Kilichowski, Owen J	\$ 9,436.83
Kimball, Michelle L	\$ 8,084.38
Murphy, Michael J	\$ 10,874.07
Ringsaker, Kelsey Raye	\$ 1,806.25
Sickler, Laurie A	\$ 7,888.93
Stewart, Tony Earl	\$ 8,287.08
Tillema, Luke	\$ 13,919.66
Totals for Department Inspections	
Total	\$ 89,980.41

Department: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 6,196.12
Anderson, Melissa Ann	\$ 5,168.43
Boucher, Robbie R	\$ 7,405.93
Bullard-Wolf, Christina	\$ 7,695.83
Bullard-Wolf, Travis D	\$ 6,858.61
Curelo, Steven	\$ 6,520.90
Foster, Krystle A	\$ 5,142.64
Helgeson, David	\$ 7,324.81
Mullikin, Christopher Ryan	\$ 5,059.01
Reimche, Tyler J	\$ 8,451.20
Shefstad, Allen	\$ 9,379.74
Zuck, Darren S	\$ 7,890.24
Totals for Department Landfill	
Total	\$ 83,093.46

Department: Library	
Name	Gross Pay
Aberle, Craig S	\$ 5,771.76
Bickell, Destiny Jayd	\$ 5,446.72
Brown, Leah M	\$ 1,879.03
Carswell, Pamela E	\$ 8,155.04
Fagerland, Benjamin	\$ 3,889.27
Frey, Katelin Margaret	\$ 1,875.52
Hall, Bradley William	\$ 782.98
Humble, Katie	\$ 789.36
Huseth, Valerie	\$ 5,723.72
Julson, Marcia G	\$ 6,796.71
Lien, Kathryn	\$ 6,063.24
McGrady, Hunter Lee	\$ 546.27

Name	Gross Pay
Miller, Emily	\$ 54.51
Monley, Randi D	\$ 7,154.23
Moya, Zhaina	\$ 11,709.05
Ostlund, Emily	\$ 7,324.19
Pecoraro, Betty	\$ 2,401.46
Pikka, Joshua	\$ 9,001.52
Possen, Lacey A	\$ 6,449.06
Prevett, Destiney Raine	\$ 1,935.93
Schneibel, Veronica	\$ 6,692.33
Timothy, Scott D	\$ 8,666.78
Wernecke, Elizabeth MayLynn	\$ 1,926.26
Wheeler, Mary P	\$ 9,226.54
Williams, David J	\$ 1,362.80
Wolf, Julie M	\$ 5,774.48
Ziegler, Kassandra M	\$ 5,776.38
Totals for Department Library	
Total	\$ 133,175.14

Department: Metro Planning Org	
Name	Gross Pay
Van Dyke, John W	\$ 13,690.56
Totals for Department Metro Planning Org	
Total	\$ 13,690.56

Department: Municipal Court	
Name	Gross Pay
Beall, Ashley	\$ 7,100.43
Glines, Morgan	\$ 600.00
McNicholas, Andrea	\$ 6,011.42
Nishek, Laurie	\$ 7,888.33
Tallman, Nicole	\$ 6,882.75
Totals for Department Municipal Court	
Total	\$ 28,482.93

Department: NAWS Biota Plan	
Name	Gross Pay
Kittelson, Collin	\$ 8,925.34
Knight, Benjamin Layton	\$ 5,236.02
May, Ashley Elizabeth	\$ 4,838.87
O'Keefe, Kevin	\$ 8,280.53
Parsons, John	\$ 5,252.84
Plesuk, Sara Dawn	\$ 6,513.35
Sims, Aaron	\$ 5,242.21

Name	Gross Pay
Solberg, Dana	\$ 5,061.11
Walker, James Alonso	\$ 6,565.03
Totals for Department NAWS Biota Plan	
Total	\$ 55,915.30

Department: National Disaster Recover	
Name	Gross Pay
Plank, Christopher J	\$ 9,147.97
Totals for Department National Disaster Recover	
Total	\$ 9,147.97

Department: PW Utility Admin	
Name	Gross Pay
Cofell, Benjamin H	\$ 12,303.06
Cuypers, Anthony J	\$ 6,474.75
Hoyt, Kari L	\$ 8,707.00
Meyer, Veronica M	\$ 13,580.22
Schettler, Tristan	\$ 8,707.18
Sorenson, Jason S	\$ 17,422.23
Totals for Department PW Utility Admin	
Total	\$ 67,194.44

Department: Planning	
Name	Gross Pay
Billingsley, Brian	\$ 16,949.49
Diedrichsen, Douglas Craig	\$ 13,248.99
Falconer, Daniel	\$ 7,695.83
Gartner, Kylee Jo	\$ 4,140.50
Hornberger, Hannah L.	\$ 3,252.62
Zietz, Marjorie	\$ 6,779.02
Totals for Department Planning	
Total	\$ 52,066.45

Department: Police - Administration	
Name	Gross Pay
Bachmeier, Kendra	\$ 4,970.90
Chapman, David J	\$ 13,248.99
Church, Jenna J	\$ 5,753.34
Foley, Jared S	\$ 14,587.99
Gessner, Cheryl K	\$ 9,600.03
Guthrie, Trisha K	\$ 6,130.57
Haug, Shane M	\$ 13,580.22

Name	Gross Pay
Klug, John M	\$ 17,371.23
Kolnes, Kimberly	\$ 5,781.32
Olson, Ashley	\$ 6,420.01
Roberts, Christine L	\$ 7,888.94
Sandusky, Caisee M	\$ 17,330.13
Schmidt, Denise	\$ 4,814.45
Sumlin, Robbie M	\$ 11,465.64
Sundbakken, Jason J	\$ 15,363.18
Totals for Department Police - Administration	
Total	\$ 154,306.94

Department: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 12,150.26
DeNovio, William	\$ 9,783.14
Dyke, Darren M	\$ 13,580.22
Guerton, Kristin	\$ 9,955.46
Hanks, Elijah	\$ 11,573.18
Heringer, Rebecca	\$ 7,325.11
Johnson, Charles S	\$ 12,616.46
Johnson, Greg W	\$ 12,505.10
Plessas, Dale J	\$ 16,488.98
Reis, Shawn	\$ 9,603.03
Roach, Andrew	\$ 11,292.60
Wheeling, Jill	\$ 5,647.54
Totals for Department Police - Investigations	
Total	\$ 132,521.08

Department: Police - Patrol	
Name	Gross Pay
Andrade, Memorie	\$ 11,898.30
Bach, Kolbe M	\$ 11,128.94
Bambenek, Jason L	\$ 5,815.94
Bartlett, Alec	\$ 7,954.98
Berentson, Taylor	\$ 7,084.46
Black, Winston	\$ 2,750.00
Boswell, Jordan	\$ 7,825.82
Burghardt, Thomas	\$ 8,035.00
Burtch, Tyler R	\$ 8,343.31
Carter, Ronald	\$ 11,013.11
Casarez, Andres	\$ 13,893.02
Connole, Michael W	\$ 10,467.17
Fontoura, Isaac	\$ 3,769.17
Gladback, Belinda	\$ 15,928.70

Name	Gross Pay
Gonzales, Daniel	\$ 8,656.85
Greenlees, Alexander	\$ 6,550.48
Guzman, Katherine	\$ 5,516.16
Hall, Cullen	\$ 9,403.17
Harrington, Alexander D	\$ 8,879.93
Hathaway, Eric	\$ 8,187.40
Hess, Andrew M	\$ 8,933.03
Hugg, Anthony	\$ 10,578.80
Hunter, Mark	\$ 6,955.67
Jensen, Taylor A	\$ 13,383.91
Kiss, Sarah	\$ 9,069.50
Knutson, Zachary W	\$ 2,792.68
Labodda, Seth	\$ 11,253.98
Lakoduk, Ross Allen Macklin	\$ 11,419.93
Lovro, Mary Sanford	\$ 6,245.95
Luck, Jayden James	\$ 7,244.05
McLeod, Matthew T	\$ 26,401.63
Mehlhoff, Andrew K	\$ 11,233.41
Miller, Gannon E	\$ 10,117.06
Myers, Zackery Colin	\$ 10,292.43
Neel, Tyler	\$ 5,825.94
Nielsen, Michael Anthony	\$ 7,323.93
Noyes, Joshua D	\$ 16,323.79
Olson, Jacob	\$ 16,504.58
Petersen, Carrie A	\$ 7,554.09
Pfeiffer, Peggy	\$ 7,228.65
Pollman, Dana	\$ 10,745.96
Presley, Jessica L	\$ 9,037.23
Roberts, Bobby R	\$ 7,460.46
Ruelle, Tyler J	\$ 13,158.46
Rynestad, Jersey	\$ 6,942.39
Schoenrock, Stephen J	\$ 12,586.96
Shaide, Kristian	\$ 11,177.83
Shaw, Jarred	\$ 10,466.67
Somerville, Amanda M	\$ 4,271.42
Squyres, Heidi	\$ 5,048.46
Stebbleton, Tatum	\$ 7,793.52
Strandemo, Cole A	\$ 14,487.06
Sullivan, Christian	\$ 8,159.66
Sundheim, Justin C	\$ 15,363.18
Washington, Anthony L	\$ 11,215.40
Wegner, Shawn P	\$ 13,819.08
Wheeler, Daniel B	\$ 12,509.39
Wilkes, Jordan R	\$ 7,741.91
Williams, Brian	\$ 12,015.72

Name	Gross Pay
Totals for Department Police - Patrol	
Total	\$ 573,785.68

Department: Property Maintenance	
Name	Gross Pay
Ciccarelli, Amy Jo	\$ 1,603.98
Coughlin, Brent	\$ 6,478.35
Eichstadt, Jacob	\$ 8,061.66
Espe, Scott A	\$ 5,959.86
Heizelman, Grant L	\$ 10,481.07
Knatterud, Dena M	\$ 6,042.05
Reinemann, Christopher Jones	\$ 5,120.79
Sickler, Kevin	\$ 13,819.17
Smith, Samuel Allen	\$ 5,671.70
West, Samantha M	\$ 5,505.74
Totals for Department Property Maintenance	
Total	\$ 68,744.37

Department: Public Information	
Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 10,873.98
Kvigne, T	\$ 7,913.33
Obenchain, Bryan	\$ 7,913.93
Totals for Department Public Information	
Total	\$ 26,701.24

Department: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 15,802.23
Jensen, Debra	\$ 5,864.18
Totals for Department Public Works - Administra	
Total	\$ 21,666.41

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 8,315.21
Hamel, Scott	\$ 8,908.12
Hammer, Reid	\$ 7,663.20
Ingold, Douglas A	\$ 7,700.55
Kraft, Joshua B	\$ 12,952.81
Lakoduk, Daltyn J	\$ 7,898.98
Marten, Harold L	\$ 7,295.85

Name	Gross Pay
Oange, Zephaniah N	\$ 7,797.66
Reynolds, Nicholas R	\$ 10,083.91
Shurtleff, Michael J	\$ 6,306.21
Simonson, Christopher A	\$ 7,788.63
Totals for Department Sanitation	
Total	\$ 92,711.13

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 5,864.18
Brevik, Dax	\$ 8,079.28
Cimino, Robert Paul	\$ 7,324.57
Kuglin, Troy D	\$ 8,085.05
LaValley, Christopher	\$ 5,314.39
Marmon, Shannon L	\$ 9,680.24
Olstad, Karlain L	\$ 5,767.34
Sloboden, Timothy J	\$ 9,003.81
Totals for Department Sewer Pumping	
Total	\$ 59,118.86

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	\$ 5,245.82
Espe, Mark W	\$ 10,751.93
Heizelman, Dean A	\$ 6,776.40
Herslip, Christopher C	\$ 6,316.68
Hogencamp, Matthew	\$ 7,043.31
Iglesias, Adrian	\$ 8,160.94
Johnson, Colby	\$ 5,260.24
Kueffler, Alexander	\$ 7,870.67
Rockwell, Nicholas paul	\$ 5,058.41
VanSickle, Edward	\$ 5,134.03
Totals for Department Storm-Sewer	
Total	\$ 67,618.43

Department: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 6,005.41
Archer, Ronald Patrick	\$ 5,772.33
Braaten, Kevin A	\$ 13,580.22
Choquette, Marc F	\$ 9,905.35
Ciccarelli, Robert S	\$ 8,162.20
Edwards, Nicholas S	\$ 12,081.41

Name	Gross Pay
Fredericksen, Brandon L	\$ 9,597.10
Grant, Zachary L	\$ 14,943.70
Gruse, Richard	\$ 5,555.97
Harvey, Dale A	\$ 11,118.12
Herzog, Rodney	\$ 7,063.32
Huntzinger, Brian D	\$ 10,250.45
Lower, Robert	\$ 7,333.29
MacKay, Brooke	\$ 6,098.78
Monk, Harry	\$ 5,149.91
Monley, Lucus	\$ 8,673.33
Neuhalfen, Scott J	\$ 7,479.64
Opperde, Darin B	\$ 6,759.97
Oswalt, Matthew	\$ 6,874.35
Rutherford, Robert Hart	\$ 6,739.47
Sanchez, David L	\$ 7,248.56
Scofield, Garrett D	\$ 8,085.23
Skinner, Lehmann	\$ 9,349.37
Sloboden, Jacob	\$ 7,696.04
Torres, Diego Enrique	\$ 3,346.37
Vind, Roger T	\$ 11,238.95
Wood, Justin G	\$ 9,698.08

Totals for Department Street Department

Total \$ 225,806.92

Department: Traffic

Name	Gross Pay
Behrens, Jeffrey W	\$ 9,173.65
Bieger, Michael	\$ 5,475.95
Degenstein, Joseph	\$ 7,213.22
Derr, Nathan P	\$ 7,132.66
Joersz, Stephen	\$ 13,914.83
Rodman, David F	\$ 11,473.65
Steen, Jeffery	\$ 2,551.92

Totals for Department Traffic

Total \$ 56,935.88

Department: Transit/Bus

Name	Gross Pay
Billings, Angelique M	\$ 3,234.34
Billings, Douglas E	\$ 6,164.04
Cooper, Dean	\$ 2,550.79
Cutaiar, Joseph	\$ 9,431.73
Evano, Amber Renee	\$ 2,719.56
Hochsprung, Kory	\$ 6,835.21

Name	Gross Pay
Horinka, Brian L	\$ 13,819.17
Newbury, Tina M	\$ 7,074.73
Olson, Sheri	\$ 5,611.76
Robinson, Nicole	\$ 5,796.36
Schalesky, Marty	\$ 5,600.43
Shekleton, Michael	\$ 7,139.14
Stacy, Brent Allen	\$ 5,242.62
Totals for Department Transit/Bus	
Total	\$ 81,219.88

Department: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 6,802.97
Dutenhafer, Miranda S	\$ 8,287.08
Grilley, Jamie N	\$ 5,581.84
Totals for Department Utility Billing	
Total	\$ 20,671.89

Department: Water Distribution	
Name	Gross Pay
Bergrude, Carson	\$ 5,385.52
Bourdage, Brenden Joseph	\$ 572.17
Brandt, Kelly G	\$ 9,837.31
Burckhard, Terry	\$ 5,832.66
Burnley, Cory	\$ 5,313.95
Christianson, Kurt A	\$ 8,505.20
Erhardt, Garrett	\$ 5,272.90
Feller, Taylor Rae	\$ 5,146.09
Finken, Chad G	\$ 9,239.73
Higgins, Damion Joseph	\$ 5,058.17
Hudson, Kasey L	\$ 8,155.75
Kelly, Kevin J	\$ 9,440.08
Knoop, Scot M	\$ 8,084.38
Lockyer, Cody M	\$ 7,408.60
Racine, Riley	\$ 5,058.17
Randash, Brian K	\$ 10,423.02
Reisenauer, Rick	\$ 6,845.26
Rieke, Dustin B	\$ 9,589.93
Robinson, Derek	\$ 7,719.35
Westergaard, Steve B	\$ 9,693.57
Wiggins, Kaitlynn	\$ 5,616.53
Totals for Department Water Distribution	
Total	\$ 148,198.34

Department: Water Treatment Plant	
Name	Gross Pay
Andrysiak, Richard J	\$ 7,507.63
Dinsmoore, Marissa R	\$ 6,250.25
Fjeld, Debra A	\$ 2,002.18
Haider, Mark A	\$ 9,410.59
Hall, Steven M	\$ 1,862.59
Herd, Peter J	\$ 6,149.68
Kopp, Timothy J	\$ 8,475.07
Lopez, Ryan	\$ 6,593.28
Paddock, Mark A	\$ 13,273.99
Parton, Janet L	\$ 8,423.75
Pederson, Robert A	\$ 8,825.26
Reimche, Keith R	\$ 8,862.11
Renaud, Zachery John	\$ 5,886.43
Rensland, Brandon T	\$ 9,624.70
Seifert, Justin R	\$ 10,350.40
Solberg, Stuart	\$ 310.47
Totals for Department Water Treatment Plant	
Total	\$ 113,808.38

Grand Totals

Total	\$ 4,076,586.29
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Posting date	Transaction date	Supplier	Amount
12/31/2024	12/30/2024	Acme Tools Minot	368.97
12/31/2024	12/30/2024	North Country Sports	753.94
12/31/2024	12/30/2024	North Country Sports	20
12/31/2024	12/30/2024	Amazon Mktp	9.95
12/31/2024	12/30/2024	Amazon Mktp	6.87
12/31/2024	12/30/2024	Lowes Printing	383.85
12/31/2024	12/30/2024	Jmac Supply	1,271.43
12/31/2024	12/30/2024	Continental Metal Product	200
12/31/2024	12/30/2024	Runnings Of Minot	219.83
12/31/2024	12/30/2024	Swanston Equip Minot	129.78
12/31/2024	12/30/2024	Amzn Mktp Us	804
12/31/2024	12/30/2024	Enerbase Service Dept	1,724.75
12/31/2024	12/30/2024	Petco 2605	26.82
12/31/2024	12/30/2024	Fastenal Company 01ndmin	97.36
12/31/2024	12/30/2024	Minot Restaurant Supply	109.18
12/31/2024	12/30/2024		1.08
12/31/2024	12/30/2024	Sync	108
12/31/2024	12/31/2024	Amazon Reta* Zp24t5oh0	133.72
1/2/2025	12/30/2024	Menards Minot Nd	13.64
1/2/2025	12/30/2024	Officemax/Depot 6513	393.95
1/2/2025	12/30/2024	Napa Parts 0027632	131.42
1/2/2025	12/30/2024	Menards Minot Nd	142.74
1/2/2025	12/30/2024	Napa Parts 0027632	4.99
1/2/2025	12/30/2024	The Home Depot #3703	-209.59
1/2/2025	12/30/2024	Menards Minot Nd	249.98
1/2/2025	12/30/2024	The Home Depot #3703	209.59
1/2/2025	12/30/2024	The Home Depot #3703	194.97
1/2/2025	12/30/2024	Hobby Lobby #382	42.46
1/2/2025	12/31/2024	Napa Parts 0027632	35.28
1/2/2025	12/31/2024	North Country Sports	33.98
1/2/2025	12/31/2024	North Country Sports	171.92
1/2/2025	12/31/2024	Cvent* American Traffi	260
1/2/2025	12/31/2024	North Dakota State Uni	75
1/2/2025	12/31/2024	Pawtree	209.32
1/2/2025	12/31/2024	Unified Supply & Services	896.04
1/2/2025	12/31/2024	Cvent* American Traffi	260
1/2/2025	12/31/2024	Menards Minot Nd	25.56
1/2/2025	12/31/2024	Economy Auto Glass	50
1/2/2025	12/31/2024	Dacotah Paper Co	143.8
1/2/2025	12/31/2024	Acme Tools Minot	99.99
1/2/2025	12/31/2024	Macs Minot, Nd	195.99
1/2/2025	12/31/2024	Column Public Notice	60.84
1/2/2025	12/31/2024	Softchoice Corporation	83,455.82

1/2/2025	12/31/2024 Softchoice Corporation	2,178.60
1/2/2025	12/31/2024 Rdo Equipment-Minot	49.8
1/2/2025	1/1/2025 Amazon Prime	14.99
1/2/2025	1/1/2025 Google *youtube Tv	4.99
1/2/2025	1/1/2025 Galls	170.11
1/2/2025	1/1/2025 Galls	279.99
1/2/2025	1/1/2025 Galls	80.59
1/2/2025	1/2/2025 Dmi* Dell K-12/Govt	9,105.25
1/3/2025	1/1/2025 Hilton Hotels	215.81
1/3/2025	1/1/2025 Ck Holiday # 06431	120
1/3/2025	1/2/2025 Nd Dept Of Envir Qual	50
1/3/2025	1/2/2025 Paymentus Corporation	1.25
1/3/2025	1/2/2025 The Ups Store 1423	59.9
1/3/2025	1/2/2025 Py *international Municip	300
1/3/2025	1/2/2025 470 Auto Value - Minot	-18.33
1/3/2025	1/2/2025 470 Auto Value - Minot	119.22
1/3/2025	1/2/2025 Gerdau Ameristeel Minot	5.75
1/3/2025	1/2/2025 All American Trophies & S	54
1/3/2025	1/2/2025 Acme Tools Minot	14.99
1/3/2025	1/2/2025 Eb *2025 Nddeq Spring	30
1/3/2025	1/2/2025 Dollar General #19758	8.06
1/3/2025	1/2/2025 Overdrive Dist	12.99
1/3/2025	1/2/2025 Surveysparrow	39
1/3/2025	1/2/2025 Starlink Internet	396.68
1/3/2025	1/2/2025 Nd Dept Of Envir Qual	50
1/3/2025	1/2/2025 Paymentus Corporation	1.25
1/3/2025	1/2/2025 Swanston Equip Minot	523.32
1/3/2025	1/2/2025 Column Public Notice	124.02
1/3/2025	1/2/2025 Column Public Notice	188.76
1/3/2025	1/2/2025 Column Public Notice	416.52
1/3/2025	1/2/2025 Cvs/Pharmacy #08611	447.91
1/3/2025	1/2/2025 Iacp	85
1/3/2025	1/2/2025 At&t Payment	229.8
1/3/2025	1/2/2025 Cornwell Performance T	42.95
1/3/2025	1/2/2025 Minot Area Chamber	824
1/3/2025	1/2/2025 Acme Tools Minot	59.99
1/3/2025	1/2/2025 Cvent* American Traffi	260
1/3/2025	1/3/2025 National Emergency Train	305.13
1/6/2025	1/2/2025 Officemax/Depot 6513	148.98
1/6/2025	1/2/2025 Officemax/Depot 6513	6.58
1/6/2025	1/2/2025 Rhi Supply Minot	70.27
1/6/2025	1/2/2025 Rhi Supply Minot	28.56
1/6/2025	1/2/2025 Iacp	400
1/6/2025	1/2/2025 Menards Minot Nd	67.91

1/6/2025	1/2/2025 Material Testing Services	245.7
1/6/2025	1/2/2025 Material Testing Services	1,140.30
1/6/2025	1/2/2025 Thomas Scientific Holdin	51.72
1/6/2025	1/2/2025 Material Testing Services	1,286.25
1/6/2025	1/2/2025 Material Testing Services	857.85
1/6/2025	1/2/2025 Information System	10,976.00
1/6/2025	1/2/2025 Hobby Lobby #382	24.47
1/6/2025	1/3/2025 Nd Dept Of Envir Qual	50
1/6/2025	1/3/2025 Paymentus Corporation	1.25
1/6/2025	1/3/2025 Amazon.Com*zp98p2bh0	87.59
1/6/2025	1/3/2025 Graybar Electric	88.98
1/6/2025	1/3/2025 Paymentus Corporation	1.25
1/6/2025	1/3/2025 Nd Dept Of Envir Qual	50
1/6/2025	1/3/2025 470 Auto Value - Minot	5.56
1/6/2025	1/3/2025 Napa Parts 0027632	26.86
1/6/2025	1/3/2025 Border States Industries	33.15
1/6/2025	1/3/2025 Menards Minot Nd	9.99
1/6/2025	1/3/2025 The Ups Store 1423	104.82
1/6/2025	1/3/2025 Enerbase	6.57
1/6/2025	1/3/2025 Eb *2025 Nddeq Spring	30
1/6/2025	1/3/2025 Amazon Mktpplace Pmts	-47.8
1/6/2025	1/3/2025 Acme Tools Minot	475
1/6/2025	1/3/2025 Tlo Transunion	279.4
1/6/2025	1/3/2025 North Dakota State Uni	75
1/6/2025	1/3/2025 Officemax/Depot 6513	38.99
1/6/2025	1/3/2025 Hilton Hotels	215.81
1/6/2025	1/3/2025 Moore Engineering Inc	2,272.50
1/6/2025	1/3/2025 Moore Engineering Inc	6,226.90
1/6/2025	1/3/2025 Nd Dept Of Envir Qual	50
1/6/2025	1/3/2025 Paymentus Corporation	1.25
1/6/2025	1/3/2025 Eb *2025 Nddeq Spring	30
1/6/2025	1/3/2025 Paypal	550
1/6/2025	1/3/2025 Wm Supercenter #1636	150.43
1/6/2025	1/4/2025 Paypal	-17.98
1/6/2025	1/4/2025 National Registry Emt	25
1/6/2025	1/4/2025 Dmi* Dell K-12/Govt	-9,105.25
1/6/2025	1/4/2025 Amazon Mktpl	26.99
1/6/2025	1/5/2025 Amazon Prime	14.99
1/6/2025	1/5/2025 Amazon Prime	14.99
1/6/2025	1/5/2025 Macs Minot, Nd	22.99
1/6/2025	1/5/2025 Amazon Mktpl	4.97
1/6/2025	1/5/2025 Amazon Mktpl	58.97
1/6/2025	1/6/2025 Amazon Reta* Zp06a3vc1	266.3
1/7/2025	1/6/2025 Main Electric Constructn	216

1/7/2025	1/6/2025	Runnings Of Minot	170
1/7/2025	1/6/2025	Main Electric Constructn	1,001.19
1/7/2025	1/6/2025	Main Electric Constructn	369
1/7/2025	1/6/2025	Main Electric Constructn	318
1/7/2025	1/6/2025	Sq *american Truck And Tr	86.33
1/7/2025	1/6/2025	470 Auto Value - Minot	-18.33
1/7/2025	1/6/2025	Acme Tools Minot	4.02
1/7/2025	1/6/2025	Runnings Of Minot	265.41
1/7/2025	1/6/2025	Runnings Of Minot	-265.41
1/7/2025	1/6/2025	Runnings Of Minot	246.89
1/7/2025	1/6/2025	Harbor Freight Tools3246	159.99
1/7/2025	1/6/2025	Overhead Door Company Of	57.96
1/7/2025	1/6/2025	Amazon Prime	14.99
1/7/2025	1/6/2025	Acme Tools Minot	61.91
1/7/2025	1/6/2025	Eb *2025 Nddeq Spring	30
1/7/2025	1/6/2025	Amzn Mktp Us	550
1/7/2025	1/6/2025	Eb *2025 Nd Solid Wast	375
1/7/2025	1/6/2025	Srt Communications, Inc	9,945.54
1/7/2025	1/6/2025	Amazon Mktp	6.99
1/7/2025	1/6/2025	Srt Communications, Inc	941.42
1/7/2025	1/6/2025	Column Public Notice	102.96
1/7/2025	1/6/2025	Column Public Notice	265.2
1/7/2025	1/6/2025	Srt Communications, Inc	573.87
1/7/2025	1/6/2025	Runnings Of Minot	195.46
1/7/2025	1/6/2025	Cvent* American Traffi	260
1/7/2025	1/6/2025	Allianz Travel Ins	57.29
1/7/2025	1/6/2025	Delta Air	1,041.66
1/7/2025	1/6/2025	Gerdau Ameristeel Minot	1,074.28
1/7/2025	1/6/2025	Amzn Mktp Us	80.26
1/7/2025	1/7/2025	Association & Conferen	297
1/8/2025	1/6/2025	Military Names Llc	28
1/8/2025	1/6/2025	Iaai	73
1/8/2025	1/6/2025	Office Depot #1090	222.98
1/8/2025	1/6/2025	Napa Parts 0027632	314.54
1/8/2025	1/6/2025	Bound Tree Medical Llc	1,467.44
1/8/2025	1/6/2025	The Home Depot #3703	247.83
1/8/2025	1/6/2025	Thomas Scientific Holdin	40.63
1/8/2025	1/6/2025	Red Wing Shoes #825	200
1/8/2025	1/6/2025	Red Wing Shoes #825	200
1/8/2025	1/6/2025	Officemax/Depot 6513	40.38
1/8/2025	1/7/2025	Runnings Of Minot	199.99
1/8/2025	1/7/2025	Enerbase	941.05
1/8/2025	1/7/2025	Runnings Of Minot	189.99
1/8/2025	1/7/2025	All American Trophies & S	150

1/8/2025	1/7/2025 North Dakota State Uni	75
1/8/2025	1/7/2025 Scheels Minot	84.99
1/8/2025	1/7/2025 Balco Uniform Co Inc	1,135.83
1/8/2025	1/7/2025 Sherwin-Williams703380	75.9
1/8/2025	1/7/2025 In *dakota Fire Extinguis	69.84
1/8/2025	1/7/2025 In *dakota Fire Extinguis	39.31
1/8/2025	1/7/2025 In *dakota Fire Extinguis	70.66
1/8/2025	1/7/2025 Spi*directv Service	164.98
1/8/2025	1/7/2025 Magic City Garage Door	203.5
1/8/2025	1/7/2025 Spi*directv Service	152.99
1/8/2025	1/7/2025 Amazon Reta* Zp8oo7df1	299
1/8/2025	1/7/2025 Enerbase	135
1/8/2025	1/7/2025 Cvs/Pharmacy #08611	12.99
1/8/2025	1/7/2025 Hach Company	370.85
1/8/2025	1/7/2025 Amazon Mktp1	25.45
1/8/2025	1/7/2025 North Dakota State Uni	75
1/8/2025	1/7/2025 Macs Minot, Nd	89.99
1/8/2025	1/7/2025 Hilton Hotels Sandesti	222.88
1/8/2025	1/7/2025 Wal-Mart #1636	24.41
1/8/2025	1/7/2025 Dakota Fluid Power, Inc.	656.81
1/8/2025	1/7/2025 Government Finance Offic	150
1/8/2025	1/8/2025 Uline	200.48
1/9/2025	1/7/2025 Menards Minot Nd	22.31
1/9/2025	1/7/2025 Rhi Supply Minot	373.8
1/9/2025	1/7/2025 Bound Tree Medical Llc	53.99
1/9/2025	1/7/2025 Red Wing Shoes #825	200
1/9/2025	1/7/2025 Officemax/Depot 6513	71.98
1/9/2025	1/7/2025 Rhi Supply Minot	584.07
1/9/2025	1/7/2025 The Home Depot #3703	119
1/9/2025	1/8/2025 Eb *2025 Nddeq Spring	30
1/9/2025	1/8/2025 All American Trophies & S	48
1/9/2025	1/8/2025 Amazon Reta* Z55mv5j82	104.64
1/9/2025	1/8/2025 Amazon Reta* Z53md2jc2	5.93
1/9/2025	1/8/2025 Eb *2025 Nddeq Spring	30
1/9/2025	1/8/2025 Batteries Plus #0639	547.28
1/9/2025	1/8/2025 Fsp*uniform Center	314.97
1/9/2025	1/8/2025 Muus Lumber And Hardware-	5.98
1/9/2025	1/8/2025 Verizonwrlss	170.16
1/9/2025	1/8/2025 Acme Tools Minot	249
1/9/2025	1/8/2025 In *dakota Fire Extinguis	946.63
1/9/2025	1/8/2025 Amzn Mktp Us	564.29
1/9/2025	1/8/2025 In *dakota Fire Extinguis	95.87
1/9/2025	1/8/2025 Verizonwrlss	29.45
1/9/2025	1/8/2025 Verizonwrlss	105.1

1/9/2025	1/8/2025 Amzn Mktp Us	499.99
1/9/2025	1/8/2025 Wal-Mart #1636	42.28
1/9/2025	1/8/2025 Column Public Notice	62.4
1/9/2025	1/8/2025 Column Public Notice	333.84
1/9/2025	1/8/2025 Column Public Notice	58.5
1/9/2025	1/8/2025 Linde Gas & Equipment Inc	62
1/9/2025	1/8/2025 Continental Metal Product	818
1/9/2025	1/8/2025 Batteries Plus #0639	19.92
1/9/2025	1/8/2025 Paypal	303.85
1/9/2025	1/8/2025 Srt Communications, Inc	206.52
1/9/2025	1/8/2025 Wal-Mart #1636	91.63
1/9/2025	1/8/2025 Hach Company	458.1
1/9/2025	1/8/2025 Fedex	19.46
1/9/2025	1/8/2025 Cdw Govt #ac2wv4k	1,158.53
1/9/2025	1/8/2025 All American Trophies & S	442
1/9/2025	1/8/2025 Verizon	665.5
1/9/2025	1/8/2025 Verizon	665.5
1/10/2025	1/8/2025 Simonson Gas	15.05
1/10/2025	1/8/2025 Rdo Equipment-Minot	2,460.08
1/10/2025	1/8/2025 Rdo Equipment-Minot	3,332.65
1/10/2025	1/8/2025 Zoro Tools Inc	101.51
1/10/2025	1/8/2025 Menards Minot Nd	9.33
1/10/2025	1/8/2025 Jjs Technical Services	704.36
1/10/2025	1/8/2025 Menards Minot Nd	19.76
1/10/2025	1/8/2025 Menards Minot Nd	86.36
1/10/2025	1/8/2025 Carquest Auto	20.64
1/10/2025	1/8/2025 Cenex-Enerbase	12.64
1/10/2025	1/8/2025 Nena	152
1/10/2025	1/8/2025 Nena	152
1/10/2025	1/9/2025 Border States Industries	127.7
1/10/2025	1/9/2025 Amzn Mktp Us	71.04
1/10/2025	1/9/2025 Wicklander-Zulawski	505
1/10/2025	1/9/2025 Linde Gas & Equipment Inc	667.86
1/10/2025	1/9/2025 National Registry Emt	25
1/10/2025	1/9/2025 Magic City Car Wash	640
1/10/2025	1/9/2025 Minot Area Chamber	150
1/10/2025	1/9/2025 Minot Plumbing & Heating	9,385.14
1/10/2025	1/9/2025 Amazon Mark* Zd8kh85u0	89.99
1/10/2025	1/9/2025 Fastenal Company 01ndmin	129
1/10/2025	1/9/2025 Paypal	552.74
1/10/2025	1/9/2025 Pri Management Group	698.1
1/10/2025	1/9/2025 Hach Company	610.8
1/10/2025	1/9/2025 At&t Payment	408
1/10/2025	1/9/2025 Vistaprint Corporate Solu	324.6

1/10/2025	1/10/2025 Amazon Mktp	33.98
1/10/2025	1/10/2025 Amazon Mark* Z56u06xo2	186.94
1/10/2025	1/10/2025 Amazon Mark* Z526x5gn2	89.99
1/10/2025	1/10/2025 Amazon Mark* Zd38l68k0	137.18
1/10/2025	1/10/2025 Amazon Mark* Z530t4ga2	223.4
1/10/2025	1/10/2025 Amzn Mktp Us	17.71
1/10/2025	1/10/2025 Dd *doordash Jerseymik	62.43
1/13/2025	1/9/2025 Cenex-Express Mart	12
1/13/2025	1/9/2025 Eggers Electric Motor	1,066.22
1/13/2025	1/9/2025 Carquest Auto	56.89
1/13/2025	1/9/2025 Travel Guard Group Inc	42.52
1/13/2025	1/9/2025 Prairie Supply Inc	150
1/13/2025	1/9/2025 Rhi Supply Minot	241
1/13/2025	1/9/2025 Menards Minot Nd	33.89
1/13/2025	1/9/2025 Menards Minot Nd	75.99
1/13/2025	1/9/2025 Menards Minot Nd	245.57
1/13/2025	1/9/2025 Fedex284208446980	12.25
1/13/2025	1/9/2025 Apco International Inc	108
1/13/2025	1/10/2025 Runnings Of Minot	499.99
1/13/2025	1/10/2025 Hobby Lobby #382	12.57
1/13/2025	1/10/2025 Menards Minot Nd	15.2
1/13/2025	1/10/2025 Iacp	135
1/13/2025	1/10/2025 North Dakota State Uni	75
1/13/2025	1/10/2025 Zoro Tools Inc	52.95
1/13/2025	1/10/2025 Menards Minot Nd	45.98
1/13/2025	1/10/2025 Tmg Business Services	447.75
1/13/2025	1/10/2025 Hlu*huluplus	92.98
1/13/2025	1/10/2025 United	630.86
1/13/2025	1/10/2025 Linde Gas & Equipment Inc	321.43
1/13/2025	1/10/2025 P & C Electric Motor Repa	174.9
1/13/2025	1/10/2025 Tactacam	13
1/13/2025	1/10/2025 Tactacam	9
1/13/2025	1/10/2025 Amzn Mktp Us	99.75
1/13/2025	1/10/2025 Payscale, Inc.	5,000.00
1/13/2025	1/10/2025 Amzn Mktp Us	23.09
1/13/2025	1/10/2025 Amazon Mktp	99.99
1/13/2025	1/10/2025 Officemax/Depot 6513	485.91
1/13/2025	1/10/2025 Rdo Equipment-Minot	2,196.61
1/13/2025	1/10/2025 Schocks Safe And Lock Se	231
1/13/2025	1/10/2025 United	550.86
1/13/2025	1/10/2025 Menards Minot Nd	39.5
1/13/2025	1/10/2025 Dakota Supply Group - Ws	30.95
1/13/2025	1/10/2025 Travel Guard Group Inc	37.13
1/13/2025	1/10/2025 Eb *2025 Nddeq Spring	30

1/13/2025	1/10/2025 Hach Company	295.45
1/13/2025	1/10/2025 Core & Main - Nd002	1,172.56
1/13/2025	1/10/2025 Harbor Freight Tools3246	129.98
1/13/2025	1/10/2025 Runnings Of Minot	131.86
1/13/2025	1/10/2025 Staples Inc	32.14
1/13/2025	1/11/2025 Amazon Mktp	59.49
1/13/2025	1/11/2025 Amazon Reta* Zd24s79v0	442.2
1/13/2025	1/11/2025 Sp Heiman Fire Equip	498.49
1/13/2025	1/11/2025 Buyimmi.Com	256
1/13/2025	1/11/2025 Amzn Mktp Us	6.36
1/13/2025	1/11/2025 Amzn Mktp Us	27.99
1/13/2025	1/11/2025 Amzn Mktp Us	44.13
1/13/2025	1/11/2025 Amazon Reta* Zd7a899l0	28.19
1/13/2025	1/11/2025 Ndrin-Nd Land Records	30
1/13/2025	1/11/2025 Mountain Plains Lib	65
1/13/2025	1/11/2025 Hotelbooking	17.99
1/13/2025	1/11/2025 Hotel Res-Grand Willis	399.56
1/13/2025	1/11/2025 Amazon Mktp	24.99
1/13/2025	1/11/2025 Amazon Mark* Zd5yq9u50	13.96
1/13/2025	1/11/2025 Amazon Mktp	105.6
1/13/2025	1/12/2025 Vzwrlls*apocc Visb	40.01
1/13/2025	1/12/2025 Amazon Reta* Zd8zx1po1	95.76
1/13/2025	1/12/2025 Adobe *adobe	29.99
1/13/2025	1/12/2025 North Dakota Library A	60
1/13/2025	1/12/2025 Amazon Mktp	51.74
1/13/2025	1/12/2025 Clark 2611	33.97
1/13/2025	1/13/2025 Dd *doordash Dennys	83.16
1/14/2025	1/13/2025 Linde Gas & Equipment Inc	20.24
1/14/2025	1/13/2025 Wal-Mart #1636	62.42
1/14/2025	1/13/2025 Amazon Reta* Zd2c77ht1	132.62
1/14/2025	1/13/2025 Sq *the Bark Porch Inc	150
1/14/2025	1/13/2025 Nj Criminal	299
1/14/2025	1/13/2025 Macs Minot, Nd	123.35
1/14/2025	1/13/2025 Amzn Mktp Us	16.28
1/14/2025	1/13/2025 Amazon Mark* Z52mt63x0	56.83
1/14/2025	1/13/2025 Amazon Mark* Zd7tq35l1	789.73
1/14/2025	1/13/2025 Amazon Reta* Zg86x3cq2	448.26
1/14/2025	1/13/2025 Amazon Mark* Zg4ys8cb2	599.88
1/14/2025	1/13/2025 Macs Minot, Nd	44.99
1/14/2025	1/13/2025 Acme Tools Minot	45.98
1/14/2025	1/13/2025 Core & Main - Nd002	882.98
1/14/2025	1/13/2025 Amazon Mktp	36.94
1/14/2025	1/13/2025 Cash Wise Foods #30	44.05
1/14/2025	1/13/2025 Macs Minot, Nd	42.99

1/14/2025	1/13/2025 Amazon Mktp	121.45
1/14/2025	1/13/2025 In *gps Vehicle Tracking	3,774.00
1/14/2025	1/13/2025 At&t Payment	91.92
1/14/2025	1/13/2025 Mab* Inv-442	475
1/14/2025	1/13/2025 Delta Air	35
1/14/2025	1/13/2025 National Academies Of Eme	55
1/14/2025	1/14/2025 Amazon Mark* Z589993q0	38.96
1/14/2025	1/14/2025 Dmi* Dell K-12/Govt	12.5
1/15/2025	1/13/2025 Menards Minot Nd	129.94
1/15/2025	1/13/2025 Red Wing Shoes #825	200
1/15/2025	1/13/2025 Menards Minot Nd	29.42
1/15/2025	1/13/2025 Menards Minot Nd	31.63
1/15/2025	1/13/2025 Carquest Auto	124.89
1/15/2025	1/13/2025 Menards Minot Nd	95.88
1/15/2025	1/13/2025 Menards Minot Nd	288.52
1/15/2025	1/13/2025 West Oaks Animal Hospital	307.8
1/15/2025	1/13/2025 Evident Inc	26.05
1/15/2025	1/13/2025 Evident Inc	80
1/15/2025	1/13/2025 Hobby Lobby #382	10.67
1/15/2025	1/14/2025 Minnesota Valley Testing	444
1/15/2025	1/14/2025 Linde Gas & Equipment Inc	64.07
1/15/2025	1/14/2025 Dakota Fluid Power, Inc.	156.45
1/15/2025	1/14/2025 Runnings Of Minot	584.45
1/15/2025	1/14/2025 National Registry Emt	25
1/15/2025	1/14/2025 Dacotah Paper Co	11,917.20
1/15/2025	1/14/2025 Zoom.Com 888-799-9666	15.99
1/15/2025	1/14/2025 Trinity Corporate Finance	1,500.00
1/15/2025	1/14/2025 Macs Minot, Nd	38.96
1/15/2025	1/14/2025 Amzn Mktp Us	41.99
1/15/2025	1/14/2025 Amazon Mark* Z512o2ei0	741.67
1/15/2025	1/14/2025 Amazon Mark* Zg6673zy2	16.71
1/15/2025	1/14/2025 Amazon Mark* Zd2af4su1	15.58
1/15/2025	1/14/2025 Verizonwrlss	71.99
1/15/2025	1/14/2025 Dollar General #21263	19.68
1/15/2025	1/14/2025 Macs Minot, Nd	49.44
1/15/2025	1/14/2025 Macs Minot, Nd	-49.44
1/15/2025	1/14/2025 Macs Minot, Nd	45.99
1/15/2025	1/14/2025 Factory Motor Parts (93)	200.4
1/15/2025	1/14/2025 Exxon Jamestown I-94	24.98
1/15/2025	1/14/2025 Core & Main - Nd002	9,494.48
1/15/2025	1/14/2025 Graybar Electric	995.04
1/15/2025	1/15/2025 Amazon Reta* Zg31p5j32	12.99
1/16/2025	1/13/2025 Menards Minot Nd	-31.63
1/16/2025	1/14/2025 Menards Minot Nd	145.84

1/16/2025	1/14/2025 Military Names Llc	23
1/16/2025	1/14/2025 West Oaks Animal Hospital	205.8
1/16/2025	1/14/2025 Awg 2557	527.45
1/16/2025	1/14/2025 Rhi Supply Minot	233.97
1/16/2025	1/14/2025 Officemax/Depot 6513	31.7
1/16/2025	1/14/2025 Menards Minot Nd	13.94
1/16/2025	1/14/2025 Marketplace Foods S	34.22
1/16/2025	1/14/2025 Rdo Equipment-Minot	1,285.89
1/16/2025	1/14/2025 Menards Minot Nd	11.95
1/16/2025	1/14/2025 Fedex284364976084	12.25
1/16/2025	1/14/2025 Fedex284364656496	14.5
1/16/2025	1/14/2025 Fedex284364803487	12.25
1/16/2025	1/14/2025 Caseys #3300	0.23
1/16/2025	1/14/2025 Caseys #3300	36.45
1/16/2025	1/14/2025 Menards Minot Nd	42.95
1/16/2025	1/14/2025 Softchoice Corporation	22,941.90
1/16/2025	1/14/2025 Officemax/Depot 6513	59.98
1/16/2025	1/15/2025 Culvers Of Bismarck 2	14.37
1/16/2025	1/15/2025 Cna Surety	50
1/16/2025	1/15/2025 North Country Sports	12
1/16/2025	1/15/2025 Schocks Safe And Lock Se	106.75
1/16/2025	1/15/2025 Dacotah Paper Co	620.14
1/16/2025	1/15/2025 Harbor Freight Tools3246	15.98
1/16/2025	1/15/2025 Paddle.Net* Piktochart	168
1/16/2025	1/15/2025 Amzn Mktp Us	22.92
1/16/2025	1/15/2025 Amzn Mktp Us	6.98
1/16/2025	1/15/2025 The Star Tribune Circulat	665.08
1/16/2025	1/15/2025 Prime Video	5.99
1/16/2025	1/15/2025 Starlink Internet	37.63
1/16/2025	1/15/2025 Amzn Mktp Us	89.99
1/16/2025	1/15/2025 Macs Minot, Nd	1.14
1/16/2025	1/15/2025 Samsclub.Com	62.62
1/16/2025	1/15/2025 In *dakota Fire Extinguis	66.14
1/16/2025	1/15/2025 In *dakota Fire Extinguis	91.02
1/16/2025	1/15/2025 Verizonwrlss	372.58
1/16/2025	1/15/2025 Marathon Petro247726	24.43
1/16/2025	1/15/2025 Amazon Mktpl	308.37
1/16/2025	1/15/2025 Macs Minot, Nd	11.97
1/16/2025	1/15/2025 Vzwrlls*apocc Visb	441.2
1/16/2025	1/15/2025 Fmcsa D&a Clearinghouse	187.5
1/16/2025	1/15/2025 Allianz Travel Ins	22.62
1/16/2025	1/16/2025 Amazon Mark* Z55v53580	19.99
1/16/2025	1/16/2025 Intl Code Council	1,800.00
1/17/2025	1/15/2025 Officemax/Depot 6513	69.98

1/17/2025	1/15/2025 Nec Aaae	600
1/17/2025	1/15/2025 American Association O	595
1/17/2025	1/15/2025 Butler Machinery Company	1,269.88
1/17/2025	1/15/2025 Dmv Arrowhead Shopping C	36.5
1/17/2025	1/15/2025 Dmv Arrowhead Shopping C	117.5
1/17/2025	1/15/2025 Municipay(M3)*service Fe	1.5
1/17/2025	1/15/2025 Municipay(M3)*service Fe	3.11
1/17/2025	1/15/2025 Municipay(M3)*service Fe	1.5
1/17/2025	1/15/2025 Dmv Arrowhead Shopping C	23.5
1/17/2025	1/15/2025 Municipay(M3)*service Fe	1.5
1/17/2025	1/15/2025 Municipay(M3)*service Fe	1.5
1/17/2025	1/15/2025 Dmv Arrowhead Shopping C	13
1/17/2025	1/15/2025 Dmv Arrowhead Shopping C	23.5
1/17/2025	1/15/2025 Menards Minot Nd	59.7
1/17/2025	1/15/2025 American Association O	275
1/17/2025	1/15/2025 Menards Minot Nd	96.7
1/17/2025	1/15/2025 Marketplace Foods S	194.34
1/17/2025	1/15/2025 Homedepot.Com	149.99
1/17/2025	1/15/2025 Menards Minot Nd	32.75
1/17/2025	1/15/2025 Red Wing Shoes #825	200
1/17/2025	1/15/2025 Arco 4th Street	34
1/17/2025	1/15/2025 Allegnt Air,rsy	377
1/17/2025	1/16/2025 Acme Tools Minot	199
1/17/2025	1/16/2025 Dacotah Paper Co	353.84
1/17/2025	1/16/2025 All American Trophies & S	216
1/17/2025	1/16/2025 North Country Sports	72
1/17/2025	1/16/2025 Smartsign	71.43
1/17/2025	1/16/2025 Orleans Hotel & Casino	133.34
1/17/2025	1/16/2025 Amzn Mktp Us	97.99
1/17/2025	1/16/2025 Amzn Mktp Us	64
1/17/2025	1/16/2025 Netflix	22.99
1/17/2025	1/16/2025 Amzn Mktp Us	21.01
1/17/2025	1/16/2025 Hotelbooking	17.99
1/17/2025	1/16/2025 General Trading Company	106.2
1/17/2025	1/16/2025 Minot Restaurant Supply	17.41
1/17/2025	1/16/2025 Lowes Printing	242.25
1/17/2025	1/16/2025 Hach Company	99.79
1/17/2025	1/16/2025 Schocks Safe And Lock Se	206.4
1/17/2025	1/16/2025 At&t Payment	125.78
1/17/2025	1/16/2025 Macs Minot, Nd	74.98
1/17/2025	1/16/2025 At&t Payment	229.8
1/17/2025	1/16/2025 Orleans Hotel & Casino	133.34
1/17/2025	1/17/2025 Amzn Mktp Us	53.59
1/20/2025	1/15/2025 Paypal	65

1/20/2025	1/16/2025 Demco Inc	2,060.01
1/20/2025	1/16/2025 American Association O	595
1/20/2025	1/16/2025 Nec Aaae	245
1/20/2025	1/16/2025 American Association O	165
1/20/2025	1/16/2025 Carquest Auto	19.79
1/20/2025	1/16/2025 The Home Depot #3703	49.97
1/20/2025	1/16/2025 Iaa	903
1/20/2025	1/16/2025 Menards Minot Nd	89.05
1/20/2025	1/16/2025 Thomas Scientific Holdin	27.61
1/20/2025	1/16/2025 Fedex284449290450	51.22
1/20/2025	1/16/2025 Kwik Trip #1020	18.65
1/20/2025	1/16/2025 Core & Main - Nd002	3,334.48
1/20/2025	1/16/2025 Core & Main - Nd002	-9,494.48
1/20/2025	1/16/2025 Core & Main - Nd002	3,080.00
1/20/2025	1/16/2025 Softchoice Corporation	13,137.60
1/20/2025	1/17/2025 Marketplace Foods A	44.61
1/20/2025	1/17/2025 Menards Minot Nd	12.33
1/20/2025	1/17/2025 Delta Air	35
1/20/2025	1/17/2025 Daytona Grande Hotel	2,146.56
1/20/2025	1/17/2025 Scheels Minot	89.96
1/20/2025	1/17/2025 North Dakota State Uni	75
1/20/2025	1/17/2025 Awg 2557	44.12
1/20/2025	1/17/2025 Awg 2557	-139.6
1/20/2025	1/17/2025 Amzn Mktp Us	19.9
1/20/2025	1/17/2025 Amazon Mark* Z518j5960	125
1/20/2025	1/17/2025 Amzn Mktp Us	13.38
1/20/2025	1/17/2025 Amazon Mark* Z58967kj0	202.43
1/20/2025	1/17/2025 Amazon Mark* Z570s4nh1	84.93
1/20/2025	1/17/2025 Amazon Mark* Z52mt0740	61.83
1/20/2025	1/17/2025 Hotelbooking	17.99
1/20/2025	1/17/2025 Ferguson Entprs 3094	228.36
1/20/2025	1/17/2025 Rhi Supply Minot	379.32
1/20/2025	1/17/2025 Hotel Res-Courtyard By	254.73
1/20/2025	1/17/2025 Menards Minot Nd	27.55
1/20/2025	1/17/2025 Minaf Outdoor Rec	150
1/20/2025	1/17/2025 Hach Company	132.1
1/20/2025	1/17/2025 Menards Minot Nd	15.25
1/20/2025	1/17/2025 Napa Parts 0027632	102.95
1/20/2025	1/17/2025 Napa Parts 0027632	22
1/20/2025	1/17/2025 Menards Minot Nd	193.55
1/20/2025	1/17/2025 The Home Depot #3703	449
1/20/2025	1/17/2025 The Home Depot #3703	113.85
1/20/2025	1/17/2025 Tst*minot Badlands Resta	102
1/20/2025	1/17/2025 At&t Payment	370.23

1/20/2025	1/17/2025 Macs Minot, Nd	64.97
1/20/2025	1/17/2025 Firepenny	531.61
1/20/2025	1/17/2025 Minot Restaurant Supply	56.13
1/20/2025	1/17/2025 Holiday Stations 0420	31.08
1/20/2025	1/17/2025 Holiday Stations 0415	41.53
1/20/2025	1/17/2025 Kwik Trip #1020	11.96
1/20/2025	1/17/2025 Country Inn & Suites A	526.25
1/20/2025	1/17/2025 Sq *rocky Mountain Chocol	-8.48
1/20/2025	1/17/2025 Enterprise Rent-A-Car	520.89
1/20/2025	1/17/2025 Delta Air	35
1/20/2025	1/17/2025 Laz Parking L41122-Flash	60
1/20/2025	1/17/2025 Acme Tools Minot	198.36
1/20/2025	1/17/2025 Sq *rocky Mountain Chocol	8.48
1/20/2025	1/17/2025 Country Inn & Suites B	600
1/20/2025	1/17/2025 Country Inn & Suites B	550
1/20/2025	1/17/2025 Simonson Gas	35.94
1/20/2025	1/17/2025 Amzn Mktp Us	35.52
1/20/2025	1/18/2025 Amazon Mktp	256.51
1/20/2025	1/18/2025 Amazon Mark* Zg6q656b2	79.31
1/20/2025	1/18/2025 Amzn Mktp Us	13.38
1/20/2025	1/18/2025 Amazon Mktp	21.24
1/20/2025	1/18/2025 Hon*analytics Inc.	1,155.00
1/20/2025	1/18/2025 Amazon.Com*z57oi2tm1	11.21
1/20/2025	1/18/2025 Att	51.01
1/20/2025	1/18/2025 Hotel Res-Red Lion Hot	1,258.74
1/20/2025	1/18/2025 Amazon Mktp	185.32
1/20/2025	1/18/2025 Lakeshore Learning Mater	136.95
1/20/2025	1/18/2025 Main Street Books	67.07
1/20/2025	1/18/2025 Amzn Mktp Us	78.9
1/20/2025	1/19/2025 Target 00000851	20
1/20/2025	1/19/2025 T.J. Maxx #1489	69.99
1/20/2025	1/19/2025 Scheels Minot	219.94
1/20/2025	1/19/2025 Amazon Mktp	64.59
1/20/2025	1/19/2025 Pawtree	51.84
1/20/2025	1/19/2025 Amazon Mark* Zc1731ok2	113.45
1/20/2025	1/19/2025 Amazon Mark* Zg4al2zu0	357.45
1/20/2025	1/19/2025 Amazon Mark* Z50x73p11	262.65
1/20/2025	1/19/2025 Amazon Reta* Z545g10p1	15.99
1/20/2025	1/19/2025 Amazon Reta* Zc5ov0ok2	141.65
1/20/2025	1/19/2025 Amazon Mark* Zc7a08o72	22.64
1/20/2025	1/19/2025 Amazon Reta* Zg99p0lr0	538.75
1/20/2025	1/19/2025 Amazon Mark* Zg1cz7yu2	22.02
1/20/2025	1/19/2025 Amazon Mktp	13.96
1/20/2025	1/19/2025 Macs Minot, Nd	104.93

1/20/2025	1/19/2025	Macs Minot, Nd	112.8
1/20/2025	1/19/2025	Macs Minot, Nd	-112.8
1/20/2025	1/20/2025	Amzn Mktp Us	1,979.60
1/21/2025	1/20/2025	Amzn Mktp Us	10.99
1/21/2025	1/20/2025	Amzn Mktp Us	15.83
1/21/2025	1/20/2025	Amzn Mktp Us	28.03
1/21/2025	1/20/2025	Sq *central Trenching Inc	90.98
1/21/2025	1/20/2025	Schocks Safe And Lock Se	20
1/21/2025	1/20/2025	Ms* Thebismarckhotela	99
1/21/2025	1/20/2025	National Registry Emt	25
1/22/2025	1/21/2025	Paymentus Corporation	-1.25
1/22/2025	1/21/2025	Nd Dept Of Envir Qual	-50
1/22/2025	1/21/2025	Macs Minot, Nd	32.76
1/22/2025	1/21/2025	Balco Uniform Co Inc	1,158.46
1/22/2025	1/21/2025	Gerdau Ameristeel Minot	5.01
1/22/2025	1/21/2025	Amzn Mktp Us	8.99
1/22/2025	1/21/2025	Dakota Fluid Power, Inc.	58.95
1/22/2025	1/21/2025	Amazon Mktp	3.21
1/22/2025	1/21/2025	At&t Payment	438.75
1/22/2025	1/21/2025	At&t Payment	306.06
1/22/2025	1/21/2025	Oreilly 5967	17.99
1/22/2025	1/22/2025	Allianz Travel Ins	21
1/22/2025	1/22/2025	Amazon Reta* Zg82x1x10	11.99
1/22/2025	1/22/2025	Vsgb2b.Com	273.59
1/23/2025	1/21/2025	Nec Aaa	620
1/23/2025	1/21/2025	American Association O	595
1/23/2025	1/21/2025	Allegnt Air,36f	333
1/23/2025	1/21/2025	Prairie Supply Inc	50
1/23/2025	1/21/2025	The Home Depot #3703	29.35
1/23/2025	1/21/2025	The Home Depot #3703	24.91
1/23/2025	1/21/2025	Carquest Auto	21.98
1/23/2025	1/21/2025	Officemax/Depot 6513	163.98
1/23/2025	1/22/2025	Amazon.Com*zc9un3592	95.99
1/23/2025	1/22/2025	Batteries Plus #0639	8.64
1/23/2025	1/22/2025	Runnings Of Minot	149.98
1/23/2025	1/22/2025	Icsc-Ny	850
1/23/2025	1/22/2025	U Of M Contlearning Ol	1,250.00
1/23/2025	1/22/2025	Icsc-Ny	175
1/23/2025	1/22/2025	In *northern Testing Inc	585
1/23/2025	1/22/2025	Paypal	199
1/23/2025	1/22/2025	Amzn Mktp Us	25.59
1/23/2025	1/22/2025	Swanston Equip Minot	61.83
1/23/2025	1/22/2025	Grainger	60.02
1/23/2025	1/22/2025	Ferguson Entprs 3094	8.68

1/23/2025	1/22/2025 Schocks Safe And Lock Se	48.45
1/23/2025	1/22/2025 Column Public Notice	644.28
1/23/2025	1/22/2025 Gerdau Ameristeel Minot	90.03
1/23/2025	1/22/2025 Ferguson Entprs 3094	779.68
1/23/2025	1/22/2025 Acme Tools Minot	95.99
1/23/2025	1/22/2025 Continental Metal Product	1,162.00
1/23/2025	1/22/2025 Amazon Mktplace Pmts	-6.99
1/23/2025	1/22/2025 General Trading Company	281.4
1/23/2025	1/22/2025 Hotelcom72060855583951	1,127.56
1/23/2025	1/22/2025 First Out Rescue Equipme	663.71
1/23/2025	1/23/2025 Amzn Mktp Us	114.99
1/24/2025	1/22/2025 Gravel Products Inc.	208.87
1/24/2025	1/22/2025 Officemax/Depot 6513	332.94
1/24/2025	1/22/2025 Prairie Supply Inc	17.98
1/24/2025	1/22/2025 Gravel Products Inc.	178.05
1/24/2025	1/22/2025 Apa	325.3
1/24/2025	1/23/2025 Omega *engineering	310.41
1/24/2025	1/23/2025 Amazon.Com*zg2dg0og1	195
1/24/2025	1/23/2025 Macs Minot, Nd	9.98
1/24/2025	1/23/2025 General Equipment & Suppl	505.82
1/24/2025	1/23/2025 Google *youtube Tv	49.99
1/24/2025	1/23/2025 Dacotah Paper Co	1,243.17
1/24/2025	1/23/2025 Amzn Mktp Us	9.95
1/24/2025	1/23/2025 Fire Safety Usa Inc	515
1/24/2025	1/23/2025 In *dakota Fire Extinguis	438
1/24/2025	1/23/2025 At&t Payment	187.63
1/24/2025	1/23/2025 Amazon Mktp1	144.95
1/24/2025	1/23/2025 Schocks Safe And Lock Se	16.5
1/24/2025	1/23/2025 Best Buy 00010637	83.97
1/24/2025	1/23/2025 Hach Company	57.18
1/24/2025	1/23/2025 Playstation Network	0.5
1/24/2025	1/24/2025 Amazon Mktp1	18.59
1/24/2025	1/24/2025 Amazon Mark* Zc78e6dr2	3.99
1/24/2025	1/24/2025 Nd Wsi	53.13
1/27/2025	1/23/2025 Rhi Supply Minot	43.99
1/27/2025	1/23/2025 Amazon Reta* Zg99p0lr0	-16.7
1/27/2025	1/23/2025 Homedepot.Com	269
1/27/2025	1/23/2025 Everspring Inn & Suite	297
1/27/2025	1/23/2025 Red Wing Shoes #825	200
1/27/2025	1/24/2025 Menards Minot Nd	132.56
1/27/2025	1/24/2025 Amazon Mktp1	271.47
1/27/2025	1/24/2025 Amazon Mktp1	37.99
1/27/2025	1/24/2025 Tfs*fishersci Ecom Hus	53.93
1/27/2025	1/24/2025 Dacotah Paper Co	1,363.12

1/27/2025	1/24/2025 Amzn Mktp Us	18.89
1/27/2025	1/24/2025 The Ups Store 1423	17.22
1/27/2025	1/24/2025 Amazon Reta* Zg34h29l0	20.4
1/27/2025	1/24/2025 Menards Minot Nd	309.32
1/27/2025	1/24/2025 Cdl School Online	89
1/27/2025	1/24/2025 General Trading Company	95.85
1/27/2025	1/24/2025 Menards Minot Nd	38.91
1/27/2025	1/24/2025 Cdl School Online	59.99
1/27/2025	1/24/2025 Amazon Mark* Zg17i1tj1	79.93
1/27/2025	1/24/2025 Runnings Of Minot	19.56
1/27/2025	1/24/2025 Rdo Equipment-Minot	124.41
1/27/2025	1/24/2025 Butler Machinery Cat	973.07
1/27/2025	1/24/2025 Bucks Fabricating	88.03
1/27/2025	1/24/2025 Officemax/Depot 6513	16.78
1/27/2025	1/24/2025 Walmart.Com	35.98
1/27/2025	1/24/2025 Vzwrllss*my Vz Vb P	6,920.66
1/27/2025	1/24/2025 Amazon Mktp1	428.93
1/27/2025	1/24/2025 Atsi	755.49
1/27/2025	1/24/2025 Fedex284728769252	12.6
1/27/2025	1/24/2025 Cenex-Enerbase	38.75
1/27/2025	1/24/2025 Runnings Of Minot	200
1/27/2025	1/24/2025 Runnings Of Minot	-200
1/27/2025	1/24/2025 Runnings Of Minot	199.99
1/27/2025	1/24/2025 Galls	52.89
1/27/2025	1/25/2025 Menards Minot Nd	91.56
1/27/2025	1/25/2025 Att	345.15
1/27/2025	1/25/2025 Scheels Minot	197.97
1/27/2025	1/25/2025 Amazon Reta* Zc61e2of0	401.84
1/27/2025	1/25/2025 Att	45.96
1/27/2025	1/25/2025 Att	768.18
1/27/2025	1/25/2025 Amzn Mktp Us	19
1/27/2025	1/25/2025 Amazon Reta* Zg99p0lr0	-20.9
1/27/2025	1/25/2025 Sp Fast Rescue Solutio	2,975.00
1/27/2025	1/25/2025 B&h Photo 800-606-6969	923.36
1/27/2025	1/25/2025 Allegiant Ai7pl	850.46
1/27/2025	1/25/2025 Att	193.94
1/27/2025	1/25/2025 Att	483.11
1/27/2025	1/25/2025 Menards Minot Nd	69.83
1/27/2025	1/25/2025 Att	137.88
1/27/2025	1/25/2025 Usabluebook	63.49
1/27/2025	1/25/2025 Usabluebook	846.48
1/27/2025	1/26/2025 Macs Minot, Nd	44.98
1/27/2025	1/26/2025 Nd Secretary Of State	36
1/28/2025	1/27/2025 Taurox Canada Ulc	1,359.60

1/28/2025	1/27/2025 Amazon.Com*zc8s22e80	41.97
1/28/2025	1/27/2025 Sp Wethepeopleholste	64.5
1/28/2025	1/27/2025 Cenex-Farmers Union Oil	34.1
1/28/2025	1/27/2025 Cash Wise Foods #30	42.36
1/28/2025	1/27/2025 Amzn Mktp Us	159.5
1/28/2025	1/27/2025 Dakota Fluid Power, Inc.	149.54
1/28/2025	1/27/2025 Spi*directv Service	164.98
1/28/2025	1/27/2025 Hlu*huluplus	2.99
1/28/2025	1/27/2025 Netflix.Com	22.99
1/28/2025	1/27/2025 Hlu*huluplus	2.99
1/28/2025	1/27/2025 Indian Springs Manufactu	10,105.00
1/28/2025	1/27/2025 Border States Industries	48.52
1/28/2025	1/27/2025 Macs Minot, Nd	10.24
1/28/2025	1/27/2025 Overhead Door Company Of	39.33
1/28/2025	1/27/2025	13.6
1/28/2025	1/27/2025 Chewy.Com	86.8
1/28/2025	1/27/2025 Wm Supercenter #1636	174.9
1/28/2025	1/28/2025 Amzn Mktp Us	23.36
1/28/2025	1/28/2025 Amzn Mktp Us	299.98
1/28/2025	1/28/2025 Amazon Reta* Z77cj5tw2	125

361,629.71

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES

Charge these funds:

100	Airport	\$	27,082.17
120	Cemetery		4,865.58
125	Parking Authority		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	550,449.03
Federal Tax Withholding	-
Deferred Comp	-
NDPERS	-
Empower	25,450.94
Verendrye	-
Montana Dakota Utilities	47,784.47
Xcel Energy	156,355.39
Discovery Benefits	15,830.70
ADP Payroll taxes	158,472.20
ADP Payroll Wage garnishment	
01/17/25	6,243.70
ADP Monthly Invoice	-
ADP Payroll Taxes wire Alderman	-
ADP Payroll Taxes wire Pension	-
ADP ERROR- Alison K Pension	17,404.04
State Treasurer	-
Job Service Unemployment	-
ADP FEES ADP PAYROLL FEES	-
CCD 925029963318	

USPS- ACH for Permit

350.00

Total

\$ 978,340.47

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
01/01/2025	AP201	100006462	XCEL		DECEMBER STATEMENT/2024 BILLIN	\$114,536.97	\$0.00
01/02/2025	AFLA1224	100006463	AFLAC		December 2024 AFLAC	\$15,554.72	\$0.00
	UNUM1224	100006464	PROVIDENT LIFE & ACC INS CO		December 2024 Provident Life	\$363.08	\$0.00
	FSA1224	100006485	WEX HEALTH, INC		December 2024 Discovery Benefi	\$405.96	\$0.00
01/03/2025	JO010325	303554	ACKERMAN ESTVOLD		4087 - PUPPY DOG COULEE SSD #1	\$34,062.50	\$0.00
	JO010325	303555	ALL SEASON ARENA		LODGING TAXES COLLECTED	\$13,517.91	\$0.00
	JO010325	303556	AMERICAN WELDING & GAS, INC.		CARBON DIOXIDE	\$12,298.36	\$0.00
	JO010325	303557	APCO INTERNATIONAL		APCO 2025 Membership Dues	\$391.00	\$0.00
	JO010325	303558	APH/AUTO VALUE		FILTER-AIR; AIR FILTER 200697/	\$166.66	\$0.00
	JO010325	303559	BALCO UNIFORM COMPANY, INC.		Radio Pouch	\$43.20	\$0.00
	JO010325	303560	CDM SMITH		CDM SMITH CONTRACT - NDR	\$110,600.25	\$0.00
	JO010325	303598	CITY OF MINOT		Adam Thorpe Restitution MI-202	\$50.00	\$0.00
	JO010325	303561	CLARK HILL PLC		LEGAL SERVICES RENDERED AND CO	\$24,079.89	\$0.00
	JO010325	303562	CPS, LTD		4580 - LF ENTRANCE & RECYCLING	\$5,226.16	\$0.00
	JO010325	303563	CURALINC, LLC		EAP 1st Quarter Fee 2025	\$2,236.02	\$0.00
	JO010325	303564	DAVIDSON		Excavate and backfill salt sto	\$17,400.00	\$0.00
	JO010325	303565	CONSTRUCTION EIDE FORD LINCOLN		WCNTF VEHICLES - ANNUAL LEASIN	\$31,200.00	\$0.00
	JO010325	303566	ELECTRIC PUMP		Lift Station Parts	\$24,041.00	\$0.00
	JO010325	303567	EMPLOYEE ONE TIME PAY	Brittany Shefstad	GFOA Preparing an ACFR- Baggag	\$70.00	\$0.00
	JO010325	303568	EMPLOYEE ONE TIME PAY	Krystle Foster	Deposit to City Hall - Dec 20	\$51.59	\$0.00
	JO010325	303569	EMPLOYEE ONE TIME PAY	Melissa Anderson	Deposit to City Hall - Dec 202	\$36.85	\$0.00
	JO010325	303570	ENERBASE		DECEMBER 14 2024 FUEL	\$13,278.84	\$0.00
	JO010325	303571	FACTORY MOTOR PARTS		BATTERY; 2032 BATTERY	\$723.78	\$0.00
	JO010325	303573	FASTENAL COMPANY		013; 5/16 X 1"	\$17.01	\$0.00
	JO010325	303574	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$737.00	\$0.00
	JO010325	303575	FIRST WESTERN INSURANCE		PAYMENT FOR INVOICE 186674	\$20.00	\$0.00
	JO010325	303576	GALLS, LLC		5 INCH LARGE GRIP SWIVEL KEY	\$120.81	\$0.00
	JO010325	303577	GENERAL ONE TIME PAY	Target	Tucker St. Croix Restitution M	\$4.99	\$0.00
	JO010325	303578	GENERAL ONE TIME PAY	Target	VOID AFTER UPDATE 01/09/2025	\$0.00	\$4.99
	JO010325	303579	GENERAL ONE TIME PAY	Teresa Hunt	Alexander Pittenger Restitutio	\$25.00	\$0.00
	JO010325	303580	GENERAL ONE TIME PAY	Walmart	Dustin Strenke Restitution MI-	\$80.00	\$0.00
	JO010325	303581	GENERAL ONE TIME PAY	Walmart	Tucker St. Croix Restitution M	\$15.01	\$0.00
	JO010325	303582	GENERAL ONE TIME PAY	Walmart	VOID AFTER UPDATE 01/09/2025	\$0.00	\$15.01
	JO010325	303583	GENERAL TRADING		013; NYLOCK NUT-3/8	\$79.58	\$0.00
	JO010325	303584	GERDAU RECYCLING		STEEL; STEEL AS NEEDED (To rep	\$23.66	\$0.00
	JO010325	303585	GOETTLE LAW, PLLC		Retainer	\$7,500.00	\$0.00
	JO010325	303586	GRANITE SPRINGS CO.		5-gallon drinking water	\$117.00	\$0.00
	JO010325	303587	H.A. THOMPSON & SONS, INC.		2025 UBIQUITY HVAC Control Ann	\$2,127.69	\$0.00
	JO010325	303588	HAWKINS, INC.		Chemical For Odor Control	\$43,440.82	\$0.00
	JO010325	303589	INTERNATIONAL CITY MANAGEMENT		City manager pension	\$647.02	\$0.00
	JO010325	303590	ASSOCIATION RET. JASPER ENGINEERING & EQUIPMENT COMPANY		Pump repair	\$19,822.00	\$0.00

	JO010325	303591	JOB SERVICES OF NORTH DAKOTA		WCNTF RENT	\$12,897.48	\$0.00
	JO010325	303592	KARZ 4-U AUTO SALES		16th St Reconstruction Easemen	\$1,360.00	\$0.00
	JO010325	303593	MAD DOG BROKERAGE INC		65.05 Tons Salt	\$27,973.31	\$0.00
	JO010325	303594	MAIN ELECTRIC CONSTRUCTION		AIRPORT FIRE PANEL	\$172,396.26	\$0.00
	JO010325	303595	MINOT AREA COUNCIL OF THE ARTS, INC		2025 MINOT AREA COUNCIL OF	\$3,333.33	\$0.00
	JO010325	303596	MINOT AUTO		017; GRAY PRIMER	\$321.15	\$0.00
	JO010325	303597	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$851.98	\$0.00
	JO010325	303599	MOWBRAY & SONS		REPAIR 3.00 112.00 336.00 BOIL	\$1,062.72	\$0.00
	JO010325	303600	NAPA AUTO PARTS		FILTER-AIR; AIR FILTER	\$1,511.75	\$0.00
	JO010325	303601	ND FRATERNAL ORDER OF POLICE		Police Union Due's/ Legal Defe	\$621.00	\$0.00
	NDRE1224	100006482	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		December 2024 ND PERS RETIREME	\$195,066.56	\$0.00
	JO010325	303602	NORTHWEST TIRE AND RETREAD		TOYO OPCITY A/T3	\$6,936.48	\$0.00
	JO010325	303572	PARKLAND USA CORPORATION		008; DIESEL EXHAUST FLUID	\$804.99	\$0.00
	JO010325	303603	RDO EQUIPMENT		MIRROR; HEATED MIRROR ASY	\$199.17	\$0.00
	JO010325	303604	REFUND ONE TIME PAY	DEATON, TRENT	UB 90776 1503 47TH	\$6.12	\$0.00
	JO010325	303605	REFUND ONE TIME PAY	HOLLENBECK, JENNIFER	UB 86144 1016 34TH	\$14.90	\$0.00
	JO010325	303606	REFUND ONE TIME PAY	KASPER, JIM	UB 3202 2304 8TH	\$89.90	\$0.00
	JO010325	303607	REFUND ONE TIME PAY	PHIPPS, ROBERT	UB 21554 1716 4TH	\$217.14	\$0.00
	JO010325	303608	REFUND ONE TIME PAY	RASMUSSON, ELLIOTT	UB 20662 217 13TH	\$6.12	\$0.00
	JO010325	303609	ROLAC CONTRACTING		Door Operator Installed - City	\$7,500.00	\$0.00
	JO010325	303610	SANITATION PRODUCTS		PROGRAMMING	\$9,454.71	\$0.00
	JO010325	303611	SOURIS RIVER JOINT WATER RESOURCE		SRJB- Dec Invoice	\$205,882.27	\$0.00
	JO010325	303612	STRATA CORPORATION		Contract Withholding: 300642	\$103,229.51	\$0.00
	JO010325	303613	SUNDRE SAND & GRAVEL, INC.		1537.75 Tons Washed Sand	\$25,372.88	\$0.00
	JO010325	303614	SWANSTON EQUIPMENT COMPANIES		BUCKET STRIP; 80" CUTTING EDGE	\$775.71	\$0.00
	JO010325	303615	TI-ZACK CONCRETE, INC		4806- 2024 SIDEWALK, CURB & GU	\$27,129.59	\$0.00
	JO010325	303616	TW ENTERPRISES, INC		Lift Station Parts	\$5,473.24	\$0.00
	JO010325	303617	UNUM LIFE INSURANCE		0418669-0003 DECEMBER LTD & ST	\$28,681.17	\$0.00
	JO010325	303618	VISIT MINOT		LODGING TAXES COLLECTED	\$27,035.84	\$0.00
	JO010325	303619	WARD COUNTY AUDITOR		October 2024 Inmate Invoice -	\$12,075.00	\$0.00
	JO010325	303620	WASTE MANAGEMENT OF ND, INC.		Easement	\$300.00	\$0.00
	JO010325	303621	WEST RIVER STRIPING COMPANY		6th St SW and 11th Ave SW Stri	\$9,979.89	\$0.00
	JO010325	303622	WESTLIE TRUCK CENTER		--; MULTIFUNCTION SWITCH	\$2,851.41	\$0.00
01/06/2025	EM010325	303624	EMPOWER TRUST COMPANY, LLC		Empower Retirement 1/1/2025	\$29,856.11	\$0.00
01/08/2025	DC010325	303623	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 01.03.2025	\$16,494.88	\$0.00
01/09/2025	JV010925	303627	CITY OF MINOT		Tobacco Compliance Checks for	\$100.00	\$0.00
	JO010925	1000	GENERAL ONE TIME PAY	Elizabeth Pietsch	Kenneth Schwartzkopf MI-2023-C	\$200.00	\$0.00
	JO010925	1001	GENERAL ONE TIME PAY	Paul Douglas Dodd	Paul Wood MI-2024-TR-03394 Bon	\$100.00	\$0.00
	JO010925	1002	GENERAL ONE TIME PAY	Ward County Clerk of Court	Easton Schantz 51-2025-CR-0006	\$750.00	\$0.00

01/10/2025	UN122024	303628	JOB SERVICES OF NORTH DAKOTA		Quarter 4 Unemployment Insuran	\$1,354.62	\$0.00
01/13/2025	PM011325	100006486	MINOT PARK DISTRICT		Park Mass 01.13.2025	\$1,121.05	\$0.00
01/14/2025	ACH11425	303629	POSTMASTER		UB Bulk Mail Permit	\$350.00	\$0.00
01/16/2025	JO11625	1003	GENERAL ONE TIME PAY	Courtney Lynn Jenkins	MI-2024-CR-00349 Re-issue of C	\$21.00	\$0.00
	JO11625	1004	GENERAL ONE TIME PAY	Ward County Clerk of Court	Konstatine Karvelas 51-2025-CR	\$750.00	\$0.00
01/17/2025	JV011725	303630	1 CALL SEPTIC SERVICES, INC		Recycling Transport December c	\$12,201.50	\$0.00
	JV011725	303631	AAAE		JANUARY 2025 ANTN DIGICAST SUB	\$330.00	\$0.00
	JV011725	303633	ACKERMAN ESTVOLD		4546 - MINOT INTERMODAL FACILI	\$173,843.75	\$0.00
	JV011725	303634	ADP SCREENING & SELECTION SERVICES		Background Check costs	\$44.00	\$0.00
	ADP0125	100006487	ADP, INC		ADP Payroll Services for Decem	\$15,127.51	\$0.00
	JV011725	303635	ADVANCED BUSINESS METHODS		2025 Contract #C118671-01	\$7,915.08	\$0.00
	JV011725	303636	AGNES BLUE		RC-1053 Rental Assistance	\$1,554.50	\$0.00
	JV011725	303637	AIDEN WELLS & MICHELLE FJELDAHL		RC-1082 Rental Assistance	\$849.83	\$0.00
	JV011725	303632	AIRPORT ASSOCIATION OF NORTH DAKOTA		AAAE Airfield Markings Seminar	\$5,972.96	\$0.00
	JV011725	303638	ALL SEASON ARENA		LODGING TAXES COLLECTED	\$9,839.05	\$0.00
	JV011725	303639	AMANDA SOMERVILLE & BRENDEN MCCLOUD		RC-2024 Rental Assistance	\$2,384.55	\$0.00
	JV011725	303640	AMAZON		PISTON RING SET	\$357.57	\$0.00
	JV011725	303641	AMBER PERRY & NICHOLAS FLOWERS		RC-1032 Rental Assistance	\$294.00	\$0.00
	JV011725	303642	AMBER PITTS		RC-1045 Rental Assistance	\$210.00	\$0.00
	JV011725	303643	AMERICAN WELDING & GAS, INC.		Carbon Dioxide	\$9,122.01	\$0.00
	JV011725	303644	APEX ENGINEERING GROUP		4901 - SEPTAGE RECEIVING STATI	\$1,817.00	\$0.00
	JV011725	303645	APH/AUTO VALUE		MASK; MASK	\$392.59	\$0.00
	JV011725	303646	ASSETWORKS		4423 - CITYWIDE ASSET MANAGEME	\$9,010.54	\$0.00
	JV011725	303647	BAKER & TAYLOR BOOKS		Books	\$1,669.66	\$0.00
	JV011725	303648	BALCO UNIFORM COMPANY, INC.		BULLETPROOF VEST INVOICE	\$6,176.00	\$0.00
	JV011725	303649	BARR ENGINEERING		4618.1 BARR ENG LITTLE ROOSEVE	\$4,676.50	\$0.00
	JV011725	303650	BECHTOLD PAVING		Asphalt Patching - 13th St NW,	\$10,926.00	\$0.00
	JV011725	303651	BIBLIOTHECA, LLC		2025 Service	\$5,299.40	\$0.00
	JV011725	303652	BMI GENERAL LICENSING		2025 Licensing Fee	\$446.00	\$0.00
	JV011725	303653	BOLTON & MENK, INC		CDMPO 2050 Metropolitan Transp	\$133,376.76	\$0.00
	JV011725	303654	BRITTINI MADSEN & LUCKY MADSEN JR.		RC-1023 Rental Assistance	\$1,019.45	\$0.00
	JV011725	303655	BURLINGTON ELECTRIC		Well F	\$330.00	\$0.00
	JV011725	303656	BUTLER MACHINERY CO.		CAP; CAP ASSY	\$2,116.08	\$0.00
	JV011725	303657	CANADIAN PACIFIC RAILWAY COMPANY		PE AGREEMENTS FOR : CENTRAL AV	\$5,000.00	\$0.00
	JV011725	303658	CAROLINA SOFTWARE		Wasteworks	\$475.00	\$0.00
	JV011725	303659	CDM SMITH		CDM SMITH CONTRACT - NDR	\$89,946.50	\$0.00
	JV011725	303660	CHRISTIANSON HEATING & AIR		1900 16th St NW & 2156 2nd Ave	\$465.48	\$0.00
	JV011725	303751	CITY OF MINOT		UB SHORT TILL / REPLENISH H DU	\$170.00	\$0.00
	JV011725	303661	CIVICPLUS		2025-2026 Municode Services	\$6,570.06	\$0.00
	JV011725	303662	DACOTAH PAPER CO.		UB STATEMENT PAPER SUPPLY	\$9,019.15	\$0.00
	JV011725	303663	DAKOTA FENCE		PAYMENT FOR INVOICE 160704	\$1,275.00	\$0.00
	JV011725	303664	DAKOTA FIRE EXTINGUISHER		Fire Exting. recharge, valve s	\$55.48	\$0.00
	JV011725	303665	DAKOTA FLUID MOTION, LLC		SLUDGE PLANT PUMP REPAIR	\$22,949.19	\$0.00
	JV011725	303666	DAKOTA FLUID POWER, INC.		CYLINDER	\$1,657.03	\$0.00

JV011725	303667	DAN PASIVE &		RC-1070 Rental Assistance	\$193.33	\$0.00
JV011725	303668	MADISON MCCLOUD DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees for Decembe	\$1,023.32	\$0.00
JV011725	303670	DXP ENTERPRISES, INC.		Leachate pump repair	\$9,599.56	\$0.00
JV011725	303671	EBSCO		EBSCO Core Collections 2025	\$2,173.00	\$0.00
JV011725	303672	ECOLAB PEST ELIMINATION DIVISION		Pest Control - Public Works	\$692.38	\$0.00
JV011725	303673	ELDORADO NATIONAL - CALIFORNIA		016; AIR BAG	\$586.63	\$0.00
JV011725	303674	ELECTRO WATCHMAN, INC.		Replacing water damaged fire a	\$3,623.43	\$0.00
JV011725	303675	EMERGENCY AUTOMOTIVE TECHNOLOGIES		LIGHT; LED STROBE	\$554.48	\$0.00
JV011725	303676	EMPLOYEE ONE TIME PAY	Chris Plank	NCDL Winter Conference	\$386.00	\$0.00
JV011725	303677	EMPLOYEE ONE TIME PAY	Gerald Heizelman	Reimbursement for Building Pla	\$69.00	\$0.00
JV011725	303678	EMPLOYEE ONE TIME PAY	Kristin Guerton	Clothing Allowance Reimburseme	\$177.55	\$0.00
JV011725	303679	EMPLOYEE ONE TIME PAY	Randi Monley	2024 Mileage- Randi Monley	\$69.34	\$0.00
JV011725	303680	EMPLOYEE ONE TIME PAY	Samantha Newman	2024 Tuition Reimbursement Psy	\$2,000.00	\$0.00
JV011725	303681	EMPLOYEE ONE TIME PAY	Valerie Huseh	2024 Mileage- Valerie Huseh	\$70.22	\$0.00
JV011725	303682	EMPLOYEE ONE TIME PAY	Zach Smith	Reimbursement for CDL Permit	\$18.00	\$0.00
JV011725	303683	ENERBASE		Fuel 5.872	\$53,640.03	\$0.00
JV011725	303684	ETSYSTEMS		AHU1 Not Heating	\$367.00	\$0.00
JV011725	303685	FACTORY MOTOR PARTS		--; CORE	\$775.82	\$0.00
JV011725	303687	FEDERAL EXPRESS		Evidence to State Lab	\$48.67	\$0.00
JV011725	303688	FIREMIDE OFFICE SOLUTIONS		Meter Billing for 12/5/2024-1/	\$963.82	\$0.00
JV011725	303689	FIRST DISTRICT HEALTH UNIT		FIRST DISTRICT HEALTH	\$26,500.00	\$0.00
JV011725	303690	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$748.00	\$0.00
JV011725	303691	FLASHPARKING, INC		Relay board & Hengstler printe	\$4,850.33	\$0.00
JV011725	303692	FORCE AMERICA		HARNESS; HARNESS	\$2,070.90	\$0.00
JV011725	303693	G & P COMMERCIAL SALES		Custodial Materials; Glass Cle	\$1,282.54	\$0.00
JV011725	303694	GEFROH ELECTRIC		WORK ON PHOTO EYE - LIGHT SENS	\$135.00	\$0.00
JV011725	303695	GENERAL ONE TIME PAY	2D Ink	Robert Mcnatt Restitution MI-2	\$24.00	\$0.00
JV011725	303696	GENERAL ONE TIME PAY	Amanda Andrews	Kaitlyn McGillis Restitution M	\$10.00	\$0.00
JV011725	303697	GENERAL ONE TIME PAY	Casey Skedsvold	Terrance Johnson Restitution M	\$50.00	\$0.00
JV011725	303698	GENERAL ONE TIME PAY	City of Minot Treasurer's Office	Kenneth Schwartzkopf Restituti	\$75.00	\$0.00
JV011725	303699	GENERAL ONE TIME PAY	Fargo Public Library	Interlibrary Loan Book	\$29.95	\$0.00
JV011725	303700	GENERAL ONE TIME PAY	Italo Brandon Camacho	Jerica Moore Restitution MI-20	\$25.00	\$0.00
JV011725	303701	GENERAL ONE TIME PAY	Jacob Schwan	Refund of Contractor's License	\$130.00	\$0.00
JV011725	303702	GENERAL ONE TIME PAY	Jameson P Lesmann	Michael Odendaal Restitution M	\$30.00	\$0.00
JV011725	303703	GENERAL ONE TIME PAY	Jennifer Demshur Baker	Chase Toulou Restitution MI-20	\$1,260.60	\$0.00
JV011725	303704	GENERAL ONE TIME PAY	Joe Melvin Stenvold Jr	Jessie Casey Restitution MI-20	\$100.00	\$0.00
JV011725	303705	GENERAL ONE TIME PAY	Kaitlyn Marie Holman	Leequan Ashford Restitution MI	\$20.00	\$0.00
JV011725	303706	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steier Restitution MI-20	\$25.00	\$0.00
JV011725	303707	GENERAL ONE TIME PAY	Kimberly Skar	Overpayment on Parking Ticket	\$30.00	\$0.00

JV011725	303708	GENERAL ONE TIME PAY	Lavaun Mackey	Asher Culver Restitution MI-20	\$5.00	\$0.00
JV011725	303709	GENERAL ONE TIME PAY	Maria Ann Zietz	Thomas Chafin Restitution MI-2	\$25.00	\$0.00
JV011725	303710	GENERAL ONE TIME PAY	Marketplace Foods	Michael Gates Restitution MI-2	\$5.69	\$0.00
JV011725	303711	GENERAL ONE TIME PAY	ND Child Support	Tyler Thompson Restitution MI-	\$75.00	\$0.00
JV011725	303712	GENERAL ONE TIME PAY	ND Child Support	Bernard Stewart Restitution MI	\$25.00	\$0.00
JV011725	303713	GENERAL ONE TIME PAY	ND Child Support Division	Branton Jones Restitution MI-2	\$200.00	\$0.00
JV011725	303714	GENERAL ONE TIME PAY	Peter Baars	Luke Schafer Restitution MI-20	\$25.00	\$0.00
JV011725	303715	GENERAL ONE TIME PAY	Shanlya M. Van Hill	Travis Bercier Restitution MI-	\$100.00	\$0.00
JV011725	303716	GENERAL ONE TIME PAY	Tamara Sivertson	Adrienne Henera Restitution MI	\$24.70	\$0.00
JV011725	303717	GENERAL ONE TIME PAY	Target	VOID AFTER UPDATE 01/24/2025	\$0.00	\$4.99
JV011725	303718	GENERAL ONE TIME PAY	Walmart	Karitta Phillips Restitution M	\$5.00	\$0.00
JV011725	303719	GENERAL ONE TIME PAY	Walmart	VOID AFTER UPDATE 01/24/2025	\$0.00	\$15.01
JV011725	303720	GENERAL ONE TIME PAY	Wesley Schmidt	Refund of Contractor's License	\$130.00	\$0.00
JV011725	303721	GENERAL TRADING		013; NYLOCK NUT-1/2	\$125.59	\$0.00
JV011725	303722	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$1,545.25	\$0.00
JV011725	303723	GRAINGER		CUTTING ARBOR	\$81.86	\$0.00
JV011725	303724	GRAYMONT WESTERN US INC.		Calcium Quicklime	\$75,189.95	\$0.00
JV011725	303725	H.A. THOMPSON & SONS, INC.		HVAC Service Contract - Polic	\$2,075.00	\$0.00
JV011725	303726	HAWKINS, INC.		Fluoride	\$2,411.64	\$0.00
JV011725	303727	HEIDI SQUYRES & THOMAS CRAWFORD HOUSTON		RC-1013 Rental Assistance	\$970.20	\$0.00
JV011725	303728	ENGINEERING, INC. INSTITUTE FOR ENVIRONMENTAL ASSESSMENT		3135.2E - MINOT SWIF IMPROVEME FAA RADON TESTING	\$5,583.12 \$6,100.00	\$0.00 \$0.00
JV011725	303730	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET. IO30 LLC		City manager pension	\$640.18	\$0.00
JV011725	303731	JAYDE HAUGROSE		2025 12 Month Library License	\$1,450.00	\$0.00
JV011725	303732	JOHN CIMINO		RC-1057 Rental Assistance	\$569.91	\$0.00
JV011725	303733	JORDAN ROSS		RC-1018 Rental Assistance	\$147.00	\$0.00
JV011725	303734	KFYR-TV		FI-11 FACADE IMPROVEMENT	\$134,498.00	\$0.00
JV011725	303735	KIWANIS CLUB OF MINOT		24 Annual FOX, Greeter Holiday Membership Fees Kiwanis Invoic	\$1,186.00 \$450.00	\$0.00 \$0.00
JV011725	303669	LANCE LENTON		12/16/2024 snow removal	\$17,000.00	\$0.00
JV011725	303736	LEXIPOL, LLC		Cordico Wellness App (FY25)	\$10,799.10	\$0.00
JV011725	303737	LOWES PRINTING, INC.		Tow Tags	\$537.36	\$0.00
JV011725	303738	LUCI AHMED & SULTAN AHMED & CASEY MEYERS		RC-1076 Rental Assistance	\$512.73	\$0.00
JV011725	303740	MAD DOG BROKERAGE INC		33.68 Tons Salt	\$14,377.51	\$0.00
JV011725	303741	MAIN ELECTRIC CONSTRUCTION		Checked contactor welded on ch	\$28,255.42	\$0.00
JV011725	303742	MARKETPLACE		Propane Tank Refill	\$20.99	\$0.00
JV011725	303743	MCMaster-CARR		010; XXXL GLOVE	\$77.91	\$0.00
JV011725	303744	MID-STATES ORGANIZED CRIME INFO CTR		2025 Membership Fee	\$250.00	\$0.00
JV011725	303745	MIDWEST TAPE		Digital Audiobooks Hoopla	\$4,370.18	\$0.00
JV011725	303739	MINOT AREA CHAMBER EDC		MACEDC SERVICE AGREEMENT 2025	\$153,187.50	\$0.00
JV011725	303746	MINOT AUTO		BREATHER; CRANKCASE BREATHER F	\$1,832.96	\$0.00
JV011725	303747	MINOT COMMISSION ON AGING		2025 COMMISION ON AGING	\$12,875.00	\$0.00
JV011725	303748	MINOT DAILY NEWS		Minot Daily News Paper	\$273.00	\$0.00
JV011725	303749	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$833.03	\$0.00

JV011725	303750	MINOT VETERINARY CLINIC		1181 From 12/1/2024 through 12	\$6,846.50	\$0.00
JV011725	303753	MVTL LABORATORIES		MVTL Ground Water Sampling at	\$8,011.00	\$0.00
JV011725	303754	NAPA AUTO PARTS		001; FUEL FILTER	\$3,265.23	\$0.00
JV011725	303755	ND DEPT OF WATER RESOURCES		NAWS Cost Summary	\$3,141,444.94	\$0.00
JV011725	303756	ND FRATERNAL ORDER OF POLICE		Reimbursemen Police Union Due's/ Legal Defe	\$675.00	\$0.00
JV011725	303757	NORTH COUNTRY SPORTSWEAR		Traffic Safety Apparel	\$299.00	\$0.00
JV011725	303758	NORTHWEST TIRE AND RETREAD		--; ALIGNMENT	\$5,656.11	\$0.00
JV011725	303759	NOVA FIRE PROTECTION CO.		Work Started & Parts to comple	\$1,842.00	\$0.00
JV011725	303760	NYBAKKEN BODY SHOP		PAYMENT FOR INVOICE 11028	\$2,476.15	\$0.00
JV011725	303761	O'REILLY AUTO PARTS		CLEANER; BRAKE CLEAN	\$117.36	\$0.00
JV011725	303762	OLSON'S TOWING		November/December 2024	\$2,834.00	\$0.00
JV011725	303763	ONE CALL CONCEPTS, INC.		December 2024 Tickets	\$127.80	\$0.00
JV011725	303764	ONLINE DAKOTA INFORMATION NETWORK		Jan-June 2025 Database Access	\$319.00	\$0.00
JV011725	303765	OSHKOSH AEROTECH, LLC		Gate 3 Ball Screw Replacement	\$100.00	\$0.00
JV011725	303766	PARK & PLAY USA		69-26650" RAD BKLS BENCH, PL	\$3,175.00	\$0.00
JV011725	303686	PARKLAND USA CORPORATION		008; DIESEL EXHAUST FLUID	\$2,087.48	\$0.00
JV011725	303767	PATRIOT FIRE & SAFETY INC		Cover and Plug	\$83.73	\$0.00
JV011725	303768	POST BOARD		ND POST License Fees for Guzma	\$90.00	\$0.00
JV011725	303769	POST CONSTRUCTION COMPANY		EDGEWOOD VISTA - WATERMAIN WOR	\$24,816.54	\$0.00
JV011725	303770	PRAIRIE SUPPLY		--; SHOP SUPPLIES	\$170.00	\$0.00
JV011725	303771	PRINGLE & HERIGSTAD, P.C.		Michael Clifford Crt App Att F	\$555.00	\$0.00
JV011725	303772	PROCOLLECT		Library December 2024 Dues (Ex	\$484.94	\$0.00
JV011725	303773	PROTECH		Fire Alarm	\$178.00	\$0.00
JV011725	303774	INTEGRATIONS, LLC RAE-DEAN & BREONNA WOLFE		RC-1047 Rental Assistance	\$943.09	\$0.00
JV011725	303775	RAYNE MARIE OLSON		RC-1041 Rental Assistance	\$784.50	\$0.00
JV011725	303776	RDO EQUIPMENT		TENSIONER; BELT TENSIONER	\$6,035.27	\$0.00
JV011725	303777	REFUND ONE TIME PAY	CASA JALISCO	GB Customer ID 19274 Bill #209	\$25.00	\$0.00
JV011725	303778	REFUND ONE TIME PAY	CULVER'S	GB Customer ID 19074 Bill #182	\$50.00	\$0.00
JV011725	303779	REFUND ONE TIME PAY	DAKOTA FENCE	GB Customer ID 368 Bill #52852	\$32.57	\$0.00
JV011725	303780	REFUND ONE TIME PAY	ENERBASE XPRESSMART #26	GB Customer ID 3431 Bill #1821	\$50.00	\$0.00
JV011725	303781	REFUND ONE TIME PAY	WALKER LANDSCAPING	GB Customer ID 1746 Bill #1127	\$5.76	\$0.00
JV011725	303782	RINKER MATERIALS		(2 M & F) 6' Sticks 18" RCP Pi	\$2,201.50	\$0.00
JV011725	303783	ROLLKALL TECHNOLOGIES LLC		December 2024 Fees Collected	\$12.00	\$0.00
JV011725	303785	RUSSELL CANTRELL		RC-1030 Rental Assistance	\$518.82	\$0.00
JV011725	303786	SANITATION PRODUCTS		CYLINDER; CONVEYOR LIFT CYLIND	\$6,649.52	\$0.00
JV011725	303787	SERTOMA CLUB OF MINOT		1st Quarter Dues 2025	\$125.00	\$0.00
JV011725	303788	SHORT ELLIOTT HENDRICKSON, INC		AIRFIELD ELECTRICAL VAULT CONS	\$74,680.43	\$0.00
JV011725	303789	SIGNS TODAY		P13 Decal Repair	\$188.50	\$0.00
JV011725	303790	SMART PLANET		Fleetpaths monthly billing	\$539.73	\$0.00
JV011725	303791	SOFTWARE, LLC SOLTIS BUSINESS FORMS CO.		T-shirts	\$186.15	\$0.00
JV011725	303792	SOURIS RIVER JOINT WATER RESOURCE		3529 - FLOOD CONTROL DESIGN -	\$955,735.85	\$0.00
JV011725	303793	SRF CONSULTING GROUP		4753 - 16TH ST INTER REHAB TAS	\$36,575.98	\$0.00
JV011725	303794	SUMMIT FIRE PROTECTION CO.		ANNUAL ALARM MONITORING	\$325.00	\$0.00

	JV011725	303795	SWANK MOVIE LICENSING		Copyright Compliance Site Lice	\$681.00	\$0.00
	JV011725	303796	SWANSTON EQUIPMENT COMPANIES		SENSOR; WATER LEVEL SENSOR	\$1,978.18	\$0.00
	JV011725	303797	TARA KENNER		RC-1060 Rental Assistance	\$848.25	\$0.00
	JV011725	303798	TEAM ELECTRONICS, INC.		RADIO; RADIO	\$1,069.40	\$0.00
	JV011725	303799	TECTA AMERICA		Repairs to roof at Station #4	\$3,492.00	\$0.00
	JV011725	303800	TIM & GAYLENE RYAN		RC-1020 Rental Assistance	\$309.27	\$0.00
	JV011725	303801	TIMMONS GROUP		4705 - CITYWORKS AND GIS SUPPO	\$1,640.00	\$0.00
	JV011725	303802	TITAN MACHINERY		MOTOR; HYDROGEAR MOTOR	\$2,028.46	\$0.00
	JV011725	303803	TODD FERM		INVOICE #1431	\$2,700.00	\$0.00
	JV011725	303804	CONSTRUCTION, LLC		4833 - 2024 ROUTEMATCH ITS SY	\$153,290.40	\$0.00
	JV011725	303805	TRAPEZE SOFTWARE GROUP INC		Trinity inmate invoice for ER	\$345.69	\$0.00
	JV011725	303806	TRINITY HEALTH		December 2024 Drug Testing	\$3,587.25	\$0.00
	JV011725	303807	UNITED MAILING SERVICE		December 23-December 31 Mailin	\$5,447.03	\$0.00
	JV011725	303808	UNUM LIFE INSURANCE		DECEMBER 2024 LIFE PREMIUM 009	\$4,705.10	\$0.00
	JV011725	303809	VISIT MINOT		LODGING TAXES COLLECTED	\$19,678.08	\$0.00
	JV011725	303810	WALLWORK TRUCK CENTER MINOT		STARTER; 39MT STARTER	\$856.02	\$0.00
	JV011725	303752	WAYNE MOE		November 2024/ December 2024 S	\$880.00	\$0.00
	JV011725	303811	WESTLIE FORD		Bearcat (check diagnostic code	\$405.57	\$0.00
	JV011725	303812	WESTLIE TRUCK CENTER		--; CORE	\$2,169.23	\$0.00
01/23/2025	JO012325	303813	CITY OF MINOT		Tobacco Compliance Checks for	\$100.00	\$0.00
	JO012325	1005	GENERAL ONE TIME PAY	Jonathan Paul Miller	Jonathan Paul Miller FROM BOND	\$280.00	\$0.00
	JO012325	1006	GENERAL ONE TIME PAY	Markus Alan Poitra	Markus Alan Poitra BOND MI-202	\$125.00	\$0.00
	JO012325	1007	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Ward County Clerk Of Court BON	\$750.00	\$0.00
	JO012325	1008	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Melissa Faris BOND 51-2025-CR-	\$400.00	\$0.00
01/25/2025	JO012325	303814	U.S. POST OFFICE		UB BULK MAILING	\$5,000.00	\$0.00
	AP203	303625	VERENDRYE ELECTRIC		December 2024 Verendrye	\$69,341.16	\$0.00
	WEX1224	303626	WEX HEALTH, INC		December 2024 WEX/FSA	\$294.00	\$0.00
					Total	\$7,159,501.97	\$40.00



TO: Mayor Ross
Members of the City Council

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

DATE: February 3, 2025

SUBJECT: ALCOHOLIC BEVERAGE LICENSE

I. RECOMMENDED ACTION

It is recommended City Council approve the Hotel Equities Group, LLC dba The Grand Hotel (1505 N Broadway) Hotel Liquor, Beer, and Wine license for February 3, 2025 to December 31, 2025.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In order to renew an alcoholic beverage license, an application must be submitted for review by the Police Department and inspections are done by the Building Official and Fire Marshal. Complete renewal applications approved by the Police Chief.

B. Proposed Project
N/A

C. Recommendation Detail

If the establishment would like to sell alcohol, the license needs to be approved by City Council prior to that time.

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny the license and the hotel could not sell alcohol until City Council approves the license for 2025.



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: February 3, 2025

SUBJECT: REGIONAL CO2 STORAGE FACILITY - JOINT POWERS AGREEMENT

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the Joint Powers Agreement and authorize the Mayor to sign the document; and**
- 2. Approve the budget amendment in the amount of \$55,000 to cover Minot's share of the costs for project design and the development of the Joint Powers Agreement.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In 2024, the concept of a regional CO2 storage facility was presented to council for support (June 17) and a subsequent budget amendment (August 5) to cover costs of preliminary design and the development of a joint powers agreement.

B. Proposed Project

The final version of the joint powers agreement is attached for council review. Since this didn't get completed in 2024, the funding that was allocated couldn't get encumbered to 2025 and reverted back to reserves. A new budget amendment in the amount of \$55,000 is necessary to cover Minot's share of costs for the joint powers agreement and final design of the project.

C. Recommendation Detail

Council has previously voted in support of funding for the project and this item is a continuation of that project. Design has progressed to the point where the project is ready to procure the CO2 storage equipment but cannot proceed until the joint powers agreement is in place.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

Access to this supply of CO2 for production of drinking water will ensure supply shortages don't impact water plant production.

C. Fiscal Impact

Project Costs

Design Costs (Minot share)	\$55,000
Estimated Construction Costs	\$530,000

Project Funding

This project did receive 60% cost share from the Department of Water Resources. It is recommended that funding for this project come from cash reserves.

VI. ALTERNATIVES

N/A

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE WATER PLANT ENGINEERING EXPENDITURES FOR THE CITY'S SHARE OF THE JOINT POWERS AGREEMENT AND DESIGN OF THE REGIONAL CARBON DIOXIDE FACILITY AND APPROVE THE USE OF WATER/SEWER CASH RESERVES.

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

- §1: Amend the 2025 annual budget to increase the water plant engineering expenditures for the City's share of the joint powers agreement and design of the regional carbon dioxide facility:

14060000-43050		55,000
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: January 21, 2025

PASSED SECOND READING: February 3, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

**JOINT POWERS AGREEMENT FOR REGIONAL CARBON INJECTION FOR
DRINKING EQUILIBRIUM REGULATION STORAGE FACILITY**

This Joint Powers Agreement ("Agreement") is entered into by, between, and among the City of Bismarck, a North Dakota Municipal Corporation, the City of Minot, a North Dakota Municipal Corporation, and the City of Jamestown, a North Dakota Municipal Corporation.

RECITALS

WHEREAS, the parties to this Agreement recognize the need for intergovernmental cooperation to provide the most efficient and effective storage facilities for a regional Carbon Injection for Drinking Equilibrium Regulation Storage Facility (herein referred to as CIDERS facility; and

WHEREAS, the parties to this Agreement agree that it is in the public interest to establish, operate, fund, administer, and cooperate in the establishment, construction and operation of a CIDERS facility; and

WHEREAS, the parties to this Agreement have determined that an intergovernmental approach should be taken and a joint powers agreement pursuant to Chapter 54-40.3 of the North Dakota Century Code be entered into for the purposes of exercising the powers expressly authorized by the laws of the State of North Dakota;

WHEREAS, this Agreement will permit participating members to jointly utilize their resources for the development, construction and operation of a CIDERS facility; and

WHEREAS, this Agreement is intended to establish rights, responsibilities, and procedures for the development, construction and operation of a CIDERS facility.

NOW, THEREFORE, based upon the foregoing recitals, and based upon the mutual covenants contained herein, it is hereby agreed by, between and among the parties hereto as follows:

ARTICLE I: PURPOSE AND GENERAL PROVISIONS

1. The purpose of this Agreement is to provide for joint exercise of governmental authority to develop, construct and operate a CIDERS facility to be located at the City of Bismarck's Water Treatment Plant. The CIDERS facility will be used during times of shortages from the main supply source to enable continued pH stabilization within the drinking water treatment process for the cities of Bismarck, Minot and Jamestown.

2. Bismarck has a need for the additional storage of 100 tons of beverage-grade CO₂. Minot has a need for additional storage of 70 tons of and Jamestown has a need for additional storage of 30 tons. Such needs are necessary for the cities' continuity of operations during supply shortages from the main supply source of beverage-grade CO₂. Each individual community can make withdrawals of their share of supplies as needed and, in return, each community making

withdrawals shall be responsible for the replacement of such amounts withdrawn. All withdrawals and replacements shall be made and tracked in accordance with Standard Operating Procedures adopted by the Board.

3. The CIDERS facility shall not be connected to Bismarck's existing CO₂ storage tank for Bismarck's direct use in drinking water treatment, unless approved by the Board.
4. Bismarck shall be responsible for the design, procurement and operation of the CIDERS facility, subject to the provisions of this Agreement. Bismarck shall also be the fiscal agent for the development, procurement, construction and operation of the CIDERS facility.
5. Bismarck shall be responsible to insure the CIDERS facility and equipment. The cost of such insurance may be included as an annual expense.
6. Bismarck shall own and hold title to the CIDERS facility and equipment, subject to the rights of the members set forth herein.
7. Bismarck shall not unreasonably restrict member access to the CIDERS facility nor will it impose any cost for the placement of the CIDERS facility upon the City of Bismarck's water treatment plant property, unless approved by the Board or except as otherwise provided herein.
8. Each member shall have the right to the use and access of the CIDERS facility, including the capacity assigned herein and the right of ingress and egress to access the CIDERS facility, subject to any rules enacted by the Board.
9. Each member shall be responsible for their own fault or liabilities except as otherwise provided herein.

ARTICLE II: DEFINITIONS

The following terms shall have the following meanings as defined below unless a different meaning clearly applies from the context:

"Agreement" means this Joint Powers Agreement by, between, and among the City of Bismarck, the City of Minot and the City of Jamestown.

"Annual Budget" means the annual budget approved by the governing body for each member to be adopted each and every calendar year of this Agreement.

"Board" means the user board as established by Article III.

"City of Bismarck" means the City of Bismarck, a political subdivision of the State of North Dakota.

"City of Jamestown" means the City of Jamestown, a political subdivision of the State of North Dakota.

"City of Minot" means the City of Minot, a political subdivision of the State of North Dakota. "Governing Body" means the body which performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission. For example, the Bismarck City Commission, the Minot City Council and the Jamestown City Council are the Governing Body of each of said entities.

"Joint Powers Agreement" means this Agreement dated as of the Effective Date by, between, and among the Members, as amended from time to time to the extent permitted hereunder.

"Member" means a party to this Agreement and any future additional Member.

"Person" means any natural or legal person, county, city, municipality, political subdivision, public benefit corporation, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority, or other entity recognized under the laws of the State of North Dakota.

ARTICLE III: BOARD

1. **Establishment.** A user board known as the CIDERS Board is hereby established for the purposes of providing guidance and advice for the operation and maintenance of the CIDERS Facility. The Board shall be referred to as "Board" herein.
2. **Board Membership.** The Board shall consist of three (3) representatives with each Member Governing Body to the Agreement appointing a representative.
3. **Alternates.** The Governing Body for each of the Members may designate an alternate representative to act in the absence of the Member's representative at any meeting of the Board.
4. **Expansion of Board.** In the event that additional Members are added by virtue of a public entity joining as a party to this Agreement under Article IV, the membership of the board shall be increased to allow one representative to serve as a Member of the Board for each additional participating Member.
5. **Board Meetings.**
 - 5.1 **Annual Meeting.** An annual meeting of the Board shall be held in the first quarter of each year.
 - 5.2 **Regular Meetings.** Regular meetings shall be held according to a schedule approved by the Board.
 - 5.3 **Special Meetings.** Special Meetings shall be held whenever requested by two Members of the Board.

- 5.4 Quorum. The presence of 50 % of the Board Members or designated representative(s) shall constitute a quorum for the transaction of business of the Board. A majority vote of the Members shall be necessary to approve any action of the Board.
- 5.5 Location of Meetings. Meeting locations shall be determined by the Members of the Board and may include virtual meetings.
6. **Board Duties, Responsibilities and Authority.** The Board shall have the following duties, responsibilities, and authority:
- 6.1 Adopt such rules, regulations, policies, and standard operating procedures for the purposes of the CIDERS facility.
 - 6.2 Provide information and direction for the operation of the CIDERS facility.
 - 6.3 Provide guidance on the development, procurement, construction and operation of the CIDERS facility.
 - 6.4 Provide advice for all contracts or agreements necessary to operate, equip, or manage the CIDERS facility.
 - 6.5 Maintain records of all revenues, expenses, assets, member contributions and such other records as may be appropriate and necessary to address the needs of the Board and its members with respect to the CIDERS facility.
 - 6.6 Review and approve any capital improvements program.
 - 6.7 Review and approve any proposed annual budget.
 - 6.8 Conduct planning to provide an effective, efficient, and responsible CIDERS facility.
 - 6.9 Review and approve operational protocols, policies, and procedures.
 - 6.10 Perform such other responsibilities, duties, and activities as may be appropriate and necessary to address the needs of the Members with respect to the CIDERS facility.
7. **Board Compensation.** No member of the Board shall receive compensation for serving on the Board. Any reimbursement to Board Members for reasonable out-of-pocket expenses actually incurred for participation in Board activities shall be determined by the Members' governing body.

ARTICLE IV: ADDITION OF NEW MEMBERS

1. Any agency or political subdivision seeking to join the Board must submit a written request to the Board. This request will be reviewed by the Board and a report given to the Members' Governing Body. The Board may request additional information from the agency or political subdivision on their needs or may conduct an investigation to determine if the new member can meet the requirements of the Agreement and rules, regulations, policies and standard operating procedures adopted by the Board. The Board may require reimbursement of its costs in completing the investigation. If the Board approves the new member as an additional member by a majority vote of the Board, the Board shall notify the agency or political subdivision and may request reimbursement of its investigation costs, if any. The Board may also impose a membership contribution fee or capital expenses fee. Upon receipt of the resolution from the agency or political subdivision, the Board shall place the request on the next Board agenda for consideration. The acceptance of new Members shall be effective upon the approval of a majority vote of the Board.

ARTICLE V: DUTIES AND RESPONSIBILITIES OF MEMBERS

All Members to this Joint Powers Agreement shall undertake and provide the following:

1. Contribute funding in accordance with this Agreement.
2. Pay all costs, charges, surcharges, penalties, interest, or fees allocated and assessed to the Member by the Board.
3. Appoint, in a timely manner, representatives to serve on the Board.
4. Act in good faith for the efficient and effective provision of the CIDERS facility.
5. Undertake such activities as may be necessary or convenient to fulfill the purposes of this Agreement.
6. Review and provide general oversight for all matters related to the operation, equipment, use or management of the CIDERS facility.
7. Comply with Board-approved operation protocols, policies and standard operating procedures.
8. Replace all amounts withdrawn by each Member with beverage-grade CO₂.

ARTICLE VI: ALLOCATION OF CAPACITY

1. The anticipated capacity of the CIDERS facility is 200 tons. Of that amount, 100 tons is allocated to the City of Bismarck; 70 tons allocated to the City of Minot; and 30 tons allocated to the City of Jamestown. If the constructed capacity is greater than 200 tons, the additional capacity shall be allocated in the same proportion of capacity.

2. In the event that any Member seeks to transfer any or all of their allocation established in this Joint Powers Agreement, such capacity must be offered as a First Right of Refusal to remaining Members. A member may assign, on a permanent basis, some or all of their allocation, upon approval of the governing bodies of the members. Such new members shall be subject to all liabilities and obligations held by the assigning member and shall be entitled to all privileges, rights and benefits as assigned and approved.
3. A Member may temporarily assign, on a stand-alone basis, some or all of their capacity to a non-Member for a non-scheduled and unanticipated need for supply. Upon such assignment, the assigning Member remains responsible for the replacement of all withdrawn supply as a result of such temporary assignment or capacity.
4. No member may terminate or withdraw its membership and participation in this Agreement unless all of its allocation is transferred to a successor entity as set forth in this Agreement.

ARTICLE VII: BUDGET; COST ALLOCATION; PAYMENT OBLIGATIONS

1. **Budgeting.** The Board shall prepare and approve an annual budget for presentation to each Member's Governing Body on or before the 1st day of July, annually. Such Annual Budget shall include, but not be limited to:
 - 1.1. An estimate of the reasonably expected expenses of operations, maintenance, insurance, utilities, labor, and reasonable reimbursement for accounting and other services provided for the administration, operation and protection of the CIDERS facility. The annual budget shall also include costs of public records compliance.
 - 1.2. An estimate of the income or revenue that can be reasonably expected to be generated or received and a listing of any income sources.
 - 1.3. An estimate of net costs to each party after the expected income is credited, along with a statement of cost allocations.
2. **Accounting.**
 - 2.1. The City of Bismarck shall provide for all accounting services necessary for the CIDERS facility.
 - 2.2. The City of Bismarck shall provide the Board with financial reports as reasonably may be necessary or convenient.
3. **Capital Assets/Equipment Acquisition.**
 - 3.1 All purchases of capital assets, maintenance supplies and other items shall be made in accordance with purchasing policies established and approved by the City of Bismarck.

4. **Cost Allocation.**

- 4.1 All costs incurred related to the CIDERS facility shall be allocated in accordance with each members' allocation of capacity, unless otherwise provided herein.

5. **Ownership.**

- 5.1 The CIDERS facility and all associated equipment shall be owned by and titled in the name of the City of Bismarck.

6. **Public Sale of Surplus Property.**

- 6.1 In the event any of these CIDERS facility, equipment or components become surplus property because of its non-use, such property shall be placed for public sale. The net proceeds of such sale shall be distributed to the Members and in accordance with each Member's allocation of capacity.

ARTICLE VIII: TERMINATION OF JOINT POWERS AGREEMENT

This Agreement shall be terminated upon written action of a majority of the Members. Upon termination of this agreement, any CIDERS facility, equipment or components shall be placed for public sale. The net proceeds of such sale shall be distributed to the Members in accordance with each Member's allocation of capacity, unless otherwise provided herein or as otherwise approved by the Board.

ARTICLE IX: DISPOSITION OF ASSETS UPON TERMINATION

1. In the event of the termination of the CIDERS facility or the termination of this Joint Powers Agreement and where there is a successor public entity which will carry on the activities of the CIDERS facility and Board and assume its obligations and assets upon termination and after payment of all obligations, the CIDERS facility and assets shall be transferred to the successor public entity upon approval of the Governing Bodies of all Members hereto.
2. If there is no successor public entity to carry on the activities of the CIDERS facility or the Board or to assume its obligations, all CIDERS facility, equipment or components shall be placed for public sale. Proceeds of such sale shall be distributed to the Members' proportionality to the Members' allocation of capacity.
3. In the event of the termination of the CIDERS facility or this Agreement or in the event the Board approves the removal, disposal or demolition of any portion of the CIDERS facility or equipment, Members shall remain obligated for the costs and liabilities of the facility and/or equipment and shall further be obligated for the costs of reclamation of the site to ensure that it is returned to the condition prior to the installation of the facility or equipment.

ARTICLE X: MEMBER PAYMENTS; DELINQUENCIES

1. Payments from Members not received when due shall bear interest at the rate of eighteen percent (18%) per annum until paid, except, however, any amounts subject to the dispute resolution provisions in Article 15 shall be suspended until 30 days after final resolution resulting in the payments of any outstanding amount.
2. If a payment from a Member is more than three (3) months delinquent, the delinquent Member shall not be entitled to vote until all delinquent payments together with interest have been paid.
3. A Member who is six (6) months or more delinquent in payments shall lose the privilege of use of the CIDERS facility. The loss of privileges shall not, however, extinguish any liability or obligation due from the delinquent member, together with interest.

ARTICLE XI: DISPUTE RESOLUTION

1. Whenever any dispute arises between or among the Members under this Agreement which cannot be resolved by routine meetings or communications, the Members agree to seek resolution of such dispute by the process described in this section, which shall be binding upon all Members.
2. The Members, in good faith, shall seek to resolve any dispute or concern by meeting as soon as feasible. The meeting shall include the members of the Board and a representative of the Members' Governing Body.
3. If the dispute is not resolved as a result of such meeting, any party to the dispute may demand mediation through a process to be mutually agreed to, in good faith, between the parties within ninety (90) days. Mediation may include binding or nonbinding decisions or recommendations. The parties to the dispute shall share equally the costs of mediation and assume their own costs.
4. If the mediation process does not result in a resolution of the dispute, any party subject to the dispute may pursue litigation in a court of competent jurisdiction.

ARTICLE XII: NOTICES

All notices to Members shall be deemed to have been given when mailed to the Governing Body of each Member. Notices may be provided by email, facsimile or some other form of reliable method. Notices shall be effective upon receipt.

ARTICLE XIII: GOVERNMENTAL PURPOSES

Any and all services or activities performed or undertaken pursuant to this Agreement shall be deemed to be for public and governmental purposes only. It is the intention of the Members that

all privileges, protections, defenses, immunities, and damage limitations afforded to political subdivisions and/or the State shall extend to the parties to this Agreement and to the services or activities performed hereunder.

ARTICLE XIV: NO LIMITATIONS

This Agreement shall not be construed, in any manner, to aggregate or limit the rights, defenses, immunities, exemptions, powers, duties, or functions of any of the parties hereto.

ARTICLE XV: AUTHORITY FOR AGREEMENT

This Agreement is made under the authority and pursuant to the provisions of Article VII, Section 10 of the North Dakota Constitution, and Chapters 40-05, and 54-40.3 of the North Dakota Century Code.

ARTICLE XVI: NO THIRD-PARTY BENEFIT

This Agreement is solely for the benefit of the parties hereto and no other person or persons shall have any right, benefit, priority, claim, or interest under or because of the exercise or provisions of this Agreement.

ARTICLE XVII: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota and venue for any legal action arising out of this Agreement shall be in Burleigh County, North Dakota.

ARTICLE XVIII: TERMINATION OF PREVIOUS AGREEMENTS

This Agreement shall supersede and terminate any prior or existing agreements, addendums, amendments to agreement, codicils, or cooperative agreements that have been entered into by and between the parties for the establishment and/or provision of the CIDERS facility or services.

ARTICLE XIX: SEVERABILITY

Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein or this Agreement as a whole, invalid.

ARTICLE XX: AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE XXI: COUNTERPARTS

This Agreement may be executed in counterparts or duplicate originals.

ARTICLE XXII: AMENDMENTS

No amendment to this Agreement shall be effective except upon the written concurrence of the Governing Body of all Members.

ARTICLE XXIII: EFFECTIVE DATE

This Agreement shall be effective on the ____ day of _____, 2025 and shall continue thereafter until amended or terminated by the parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the respective parties hereto have signed this Agreement.

CITY OF BISMARCK

Date: _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

CITY OF MINOT

Date: _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Date: _____

CITY OF JAMESTOWN

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

DRAFT



TO: Mayor Ross
Members of the City Council

FROM: Melody Shelkey, Treasurer

DATE: February 3, 2025

SUBJECT: PLEDGED ASSETS, DECEMBER 31, 2024

I. RECOMMENDED ACTION

It is recommended City Council approve the Pledged assets as of December 31, 2024.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Melody Shelkey, Treasurer, 701-857-4771

III. DESCRIPTION

A. Background

Section 21-04-11 of the North Dakota Century code requires securities pledged for deposits by banking institutions be approved by the City Council annually.

B. Proposed Project

This is an annual requirement to remain in compliance with North Dakota Century code 21-04-11.

C. Recommendation Detail

Recommend the approval of the City's securities pledged for deposits to remain compliance with North Dakota Century code.

IV. IMPACT

A. Aspirations

The City Council aspiration achieved through this is Resilient and Prepared. This allows for the City to remain in compliance with North Dakota Century Code for deposit accounts the City has.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

There is no fiscal impact, approval is needed in order to follow North Dakota Century Code.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A

CITY OF MINOT, NORTH DAKOTA
SCHEDULE OF DEPOSITORY SECURITY PLEDGES
12/31/2024

BANK	DUE DATE	AMOUNT
BRAVERA BANK		
Pledged securites	Various	6,939,033.00
Insured cash sweep; all FDIC insured		-
Total Securties Pledged		<u>6,939,033.00</u>
BREMER BANK		
FHLB Letter of Credits	Various	\$ 20,000,000.00
Insured cash sweep; all FDIC insured		-
Total Securties Pledged		<u>20,000,000.00</u>
FIRST INTERNATIONAL BANK		
Insured cash sweep; all FDIC insured		-
		<u>-</u>
FIRST WESTERN BANK & TRUST		
Pledged Securities	Various	14,944,720.35
Insured cash sweep; all FDIC insured		-
Total Securties Pledged		<u>14,944,720.35</u>
TOWN & COUNTRY CREDIT UNION		
FHLB Letter of Credit		<u>7,700,000.00</u>
Total Securties Pledged		<u>7,700,000.00</u>
WELLS FARGO		
FNMA	08/01/48	<u>611,057.76</u>
Total Securties Pledged		<u>611,057.76</u>
Total Pledged		<u><u>\$ 50,194,811.11</u></u>



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: February 3, 2025

SUBJECT: THIRD AMENDMENT TO JOINT POWERS AGREEMENT WITH MINOT PARK DISTRICT TO ALLOW CROSS COUNTRY SKI TRAILS ON CITY LAND (3529)

I. RECOMMENDED ACTION

It is recommended City Council approve the third amendment to the Joint Powers Agreement with the Minot Park District.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In 2016, the City and Minot Park District (District) entered into a Joint Powers Agreement (JPA) that established the Adopt-A-Lot program. The program allows the District to maintain and conduct limited activities on City owned property. In 2021, the JPA was superseded by an amended JPA that further clarified roles and responsibilities between the parties.

B. Proposed Project

The JPA has been amended twice to add additional areas of City property to the JPA. The first amendment was for the roundabout at 13th St/31st Ave SE and the second amendment was for cross country ski trails near Moose Park.

The proposed third amendment will add additional cross country ski trails north of the Amtrak Station east of 5th St on city owned land (see exhibit 3 in Third Amendment). The proposed area will be required to follow the same requirements as specified in the JPA. In addition, once the area is needed for flood control, the cross country ski use will likely have to be relocated out of the flood control limits.

C. Recommendation Detail

City and District staff have work on the JPA language years ago so additions such as this will be fast and simple to add for the benefit of our residents.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing, Excellent and Connected

B. Service/Delivery Impact:

By working with the Park District, they can utilize open space we own for additional recreation activities for our residents.

C. Fiscal Impact

The Minot Park District will take on all associated costs of activities on city property.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Alternative 1: Council could choose not to approve the amendment.

**AMENDED JOINT POWERS AGREEMENT BY AND BETWEEN THE
CITY OF MINOT AND MINOT PARK DISTRICT**

(Adopt-A-Lot Program)

This Joint Powers Agreement (Agreement) is made and entered into this 17th day of May, 2021 ("Effective Date"), by and between the City of Minot, North Dakota (City), and the Minot Park District (District). By entering into this Agreement, the City and District intend to amend and supersede the Joint Powers Agreement entered into by the parties on July 19, 2016 establishing the Adopt-A-Lot Program to 1) clarify requirements under federal law; 2) add properties to the program; and 3) attached and incorporate Exhibit A into this Agreement, which contains aerial photographs of the properties included in the program.

Given the foregoing, and in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

Unless specifically provided herein, this Agreement shall amend and replace the Joint Powers Agreement the parties entered into on July 19, 2016, and shall serve as their agreement regarding all activities taking place on and properties involved in the Adopt-A-Lot Program. Nothing contained herein shall invalidate or nullify any actions taken by the parties prior to the effective date hereof.

1. **City Authority:** The City is a municipal corporation established according to Title 40 of the North Dakota Century Code. The City is governed under the council form of government and has adopted a home rule charter authorized by Chapter 40-05.1 of the North Dakota Century Code. The home rule charter includes powers enumerated in N.D.C.C. § 40-05.1-06, including the power to acquire, hold, operate, and dispose of property within or without the corporate limits; the power to lay out or vacate streets, alleys, and public grounds, and to provide for the use, operation, and regulation thereof; and the power to contract with other governmental entities or agencies with respect to any local program, project, or works.
2. **District Authority:** The District is established under chapter 40-49 of the North Dakota Century Code and governed by a board of park commissioners. Among other powers, the District is authorized to acquire land, construct improvements, and operate parks and recreational facilities, including a proposed Adopt-A-Lot Program.

3. **Authority for Joint Powers Agreement:** This Agreement is entered into between the parties according to the provisions of Chapter 54-40.3 of the North Dakota Century Code for the cooperative or joint administration of any power or function that is authorized by law or assigned to one or either party.
4. **Purpose:** The purpose of this Agreement is to provide for the cooperative implementation of the Adopt-A-Lot Program by identifying real property, owned by the City of Minot, upon which the District shall be permitted to develop, implement, and operate the Adopt-A-Lot Program.
5. **Adopt-A-Lot Program Overview:** The City and District agree that the City will designate specific properties for use in the Adopt-A-Lot Program, and the District will develop, implement, and operate the Adopt-A-Lot Program for the purpose of establishing community-managed open spaces that have a strong function in at least one community use, such as active recreation, passive recreation, food production, education, visual relief from the built environment, or gathering space for formal or informal community gatherings with any and all uses subject to HUD rules and regulations governing flood buyout properties and any deed restrictions on the designated properties. The community-managed spaces described in the previous sentence shall be referred to throughout this agreement as “community gathering spaces.” The City and District agree that it is mutually beneficial to implement the Adopt-A-Lot Program to establish and promote community-managed open spaces such as community gardens, community art, and parks. The City and District agree that private use and recreation, composting, keeping or raising of any animals, or other uses that will disrupt the neighborhoods surrounding the designated community-managed open spaces shall be prohibited, and any permanent structures except structures permitted under HUD rules and regulations for flood buyout properties. The City and District agree that establishing the Adopt-A-Lot Program will promote visitor attraction and economic development while enhancing the quality of life to the Minot community and surrounding area residents. The real property designated for the Adopt-a-Lot Program shall remain vested in the City. However, the administration, management, and operations of the Adopt-a-Lot Program shall be under the control of the District, and the District shall remain responsible and liable for all District obligations. Nothing in this Agreement shall be interpreted as imposing or transferring to the City any responsibility or liability for the Adopt-a-Lot Program.
6. **Property:** The City agrees to lease the following real property, specifically described below and depicted on the attached **Exhibit A** (hereinafter referred to as “Property”), located in the City of

Minot, County of Ward, State of North Dakota, to the District, for purposes of developing, implementing, and maintaining the Adopt-A-Lot Program:

- a. **Lot 9, Elmwood Addition (1524 Burdick Expy. E.)**
 - b. **Lot 13, Elmwood Addition (1530 Burdick Expy. E.)**
 - c. **Lot 15, Elmwood Addition (1534 Burdick Expy. E.)**
 - d. **Lot 17, Elmwood Addition (1602 Burdick Expy. E.)**
 - e. **Lot 19, Elmwood Addition (1604 Burdick Expy. E.)**
 - f. **Lot 21, Elmwood Addition (1614 Burdick Expy. E.)**
 - g. **Lot 27, Elmwood Addition (1618 Burdick Expy. E.)**
 - h. **Lot 39, Elmwood Addition (1720 Burdick Expy. E.)**
 - i. **Lot 41, Elmwood Addition (1722 Burdick Expy. E.)**
 - j. **Lot 43, Elmwood Addition (1726 Burdick Expy. E.)**
 - k. **An UNPLATTED portion of SEC 27-155-83 E131' OF W745' OF S334' NWNW A 1.0 in LEITE'S SUBDIVISION**
 - l. **WITHAMS S/D OUTLOT 12 SEC 23-155-83 LOTS 1, 2, 3 & 13, 14, 15**
 - m. **ROACHS FIRST ADDITION LOTS 4, 5, 6, 7, 8, 9, 10 BLOCK 2**
7. **Term and Rent:** This Agreement is effective upon approval of the parties' governing boards and execution by both parties. The City or the District may terminate this Agreement at any time it should be determined by it that public necessity and convenience require it to do so, by serving upon the City or the District a written notice of its election so to terminate, which notice shall be served at least 30 days prior to the date in the notice named for such termination. The District will be allowed to use the Property free of cost for the sole purpose of developing, implementing, and operating the Adopt-A-Lot Program.
8. **Repairs and Maintenance:** The District agrees to maintain the Property at its sole cost and expense, to keep the Property safe and in good order and condition at all times, and will quit and surrender possession of the Property peaceably and in the same condition as the Property was received at the commencement of this Agreement. The District further agrees to leave the Property free from all nuisance and dangerous and defective conditions, including weeds. The City shall be the sole judge of the quality of maintenance and the condition of the Property, and upon written notice by the City, stating in general terms how and in what manner the maintenance is required, the District shall be required to perform such required maintenance. If the District fails to do so,

then the City shall have the right, but not the obligation, to perform this maintenance, the cost of which shall be borne by the District.

9. **City Approval:** The District shall deliver written notice to the City Manager of each event that could occur on the Property and each structure that could be placed upon the Property except that no structure may be permanent and any temporary structure shall require approval of the City of Minot Flood Plain Manager. The District shall include the following information in its written notice to the City Manager:
- a. Identification of the event to be held and/or structure proposed to be installed by the District;
 - b. General size of the event and/or dimensions of such structure; and
 - c. General location with points of reference of the proposed event or structure that clearly conveys the site area and location.

The City Manager and Flood Plain Manager for structures shall have 10 days upon receipt of such written notice in which to serve a written objection to the event or structure upon the District. If the City Manager does not object to the event, the District may proceed with their proposed project. If the Flood Plain Manager does not approve of the structure then the structure shall not be installed and there is no appeal. If the City Manager objects to the project in writing within 10 days of his receipt of the District's written notice, the District may appeal the City Manager's objection to the City Council. The City Manager's objection can be overturned by the majority of the City Council.

10. **City Duties, Functions, and Obligations:** The City shall have the following duties, functions, and obligations:
- a. To lease the Property for purposes of developing, implementing, and maintaining the Adopt-A-Lot Program; and
 - b. To maintain to the extent, it deems necessary, any roadway or parking area adjacent to each community gathering space as part of the City's general maintenance.
11. **District Duties, Functions, and Obligations:** The District shall have the following duties, functions, and obligations:
- a. To develop, implement, and operate Adopt-A-Lot program;
 - b. To have each community gathering space, upon completion, open to the general public as the District shall determine, limited however, to the hours of each day and the times during

the year, when such community gathering space is open to the general public as determined by the District.

- c. To keep and maintain, or supervise, each such community gathering space to ensure it is in appropriate form for viewing by the general public, including, but not limited to, the general daily maintenance and cleaning so as to maintain the proper general appearance.
 - d. To take appropriate steps necessary, when such temporary structures are available and open to the public, to ascertain that the approaches of the entry ways of each structure are safe and free from obstructions and reasonably convenient for patrons desiring to enter.
 - e. To pay any and all costs, expenses, wages, etc. for such personnel as the District may utilize in connection with the operation and maintenance of each such community gathering space.
 - f. To ensure all community gathering spaces are landscaped and to maintain trees, lawn, and shrubbery.
12. **Assignment:** The City and the District agree that this Agreement is not assignable, except as permitted in writing by the City.
13. **Liability:** The parties agree that each party is responsible and assumes liability for its own acts and those of its employees and agents. Nothing in this Agreement is intended to transfer any risk or alter, limit or otherwise modify the application of any governmental or other immunity or defense available to the parties or their officers, employees or agents. Any and all services or activities performed according to this Agreement shall be deemed for public and governmental purposes and the parties intend that all privileges, protections, defenses, immunities, and damage limitations afforded by law shall fully apply.
14. **Insurance:** The District shall, at its expense, maintain insurance in full force and effect during the term of this Agreement. The insurance policy shall be the standard commercial general liability insurance coverage and shall include personal injury and property damage coverage.

The District shall promptly, upon execution of this Agreement, furnish to the City appropriate certificates of insurance evidencing coverage effected and to be maintained for the term of this Agreement. The insurance policy shall not be subject to cancellation or material change except after notice to the City by registered mail at least thirty (30) days prior to the date of such cancellation or material change. Where any policy has normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the City at least thirty (30) days prior

to such expiration. "Endeavoring to provide" thirty (30) days' notice of cancellation or change in the policy is not an acceptable endorsement.

15. **Default:** In the event that the District shall default in the performance of any of the terms or conditions agreed to be kept and performed by the District, then in that event, the City may terminate and end this Agreement, immediately, and the District may remove all persons and property from the subject Property. This paragraph does not preclude the City from terminating this Agreement as otherwise provided herein.
16. **Notices:** Any notices that are required herein, or which either the City or the District may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage-prepaid, return receipt requested, addressed to the City at City Manager's Office, P.O. Box 5006, Minot, ND 58701, or the District at Executive Director, P.O. Box 538, Minot, ND 58702. Notice may also be delivered by e-mail to the City and to the District by delivering an e-mail to the City Manager's email address or the District Executive Director's e-mail address. E-mail notice shall be deemed served only when the receiving party confirms receipt of the email by either sending a read receipt or other affirmative response to the other party confirming receipt of the email. An out-of-office reply or other automatic e-mail response shall not be considered a received e-mail under this section.
17. **Waiver:** Waiver by the City of any default in performance by the District of any of the terms, covenants, or conditions contained herein shall not be deemed a continuing waiver of that default or any subsequent default.
18. **Compliance with Laws and City Direction:** The District agrees to comply at its sole cost and expense with all laws, ordinances, rules, and regulations that may pertain or apply to the Property and its use, whether now in existence or hereafter promulgated. The District further agrees to abide by all lawful requests and demands of the City.
 - a. **Separation of Church and State:** The Parties understand that federal and state law requires separation of church and state, and that if with respect to any structures erected upon, or events held upon, a community gathering space results in any court challenge with respect to separation of church and state, the City shall not be obligated to defend that portion of this Agreement and the District shall indemnify and hold the City harmless in

regard to the lawsuit to the fullest extent permissible under North Dakota Law. The District further understands that the City may refuse permission to cause any such structure to be erected (or remain), or event to take place, upon the Property, notwithstanding the provisions of this Agreement.

- b. **Discrimination:** The Parties understand that federal and state law prohibits discrimination based on race, color, national origin, religion, sex, age, mental or physical disability, family status, marital status, financial status, or employment. The Parties agree that no activities may occur, or structures erected, on the subject Property that discriminates against a protected class. The District understands that the City may refuse permission to cause any such structure to be erected (or remain), or event to take place, upon the Property that discriminates against a protected class. The District understands that in the event a discrimination lawsuit is filed concerning a community gathering space, the District shall indemnify and hold the City harmless in regard to the lawsuit to the fullest extent permissible under North Dakota Law.

- 19. **Separate Contracts Required:** This Agreement does not permit the District to operate concessions, nor to lease or rent community gathering spaces, without a separate contract. The Parties may, at a later date, provide by separate contract the relative rights, duties and functions of the parties with respect to concessions, leases, rentals and the net income thereof. Until such time as such contract is executed by the parties hereto, the District may, but is not required to, install and operate such concessions as it may desire and retain the income therefrom provided that the income covers expenses connected with maintenance of properties under this agreement. Any income which exceeds coverage of costs associated with maintenance of the properties under this agreement is Program Income pursuant to HUD rules and regulations, and must be promptly paid to the City upon receipt by the District. Upon entering any such contract which involves generating income, the District shall inform the City of such contract and provide the City with an accounting of the income and expenses. -provided that the income covers expenses connected with maintenance of properties under this agreement. Any income which exceeds coverage of costs associated with maintenance of the properties under this agreement is Program Income pursuant to HUD rules and regulations, and must be promptly paid to the City upon receipt by the District. Upon entering any such contract which involves generating income, the District shall inform the City of such contract and provide the City with an accounting of the income and expenses. If the District enters into any separate contract concerning the Property with a third-party, they are required to inform the third-

party that the City has the right to terminate this Agreement with 30 days' notice should be determined by the City that public necessity and convenience requires termination.

20. **City Right of Entry:** The District agrees that the City, its agents or employees, may enter upon the Property at any time for the purpose of inspection, digging test holes, making surveys, taking measurements, and doing similar work necessary for the preparation of plans for construction of buildings or improvements on the premises, with the understanding that the work will be performed in such a manner as to cause a minimum of interference with the use of the Property by the District.
21. **Termination:** Termination by either the City or the District should be completed as provided in paragraph 7. Notwithstanding the process outlined in paragraph 7, upon termination of this Agreement by either party, the District shall, at its sole expense, ensure the Property is returned to the state it was in at the commencement of this contract.
22. **Finances:** The City and the District agree that the District shall maintain true and accurate accounting of all funding associated with the Adopt-a-Lot Program.
23. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only in writing in a document approved and executed by the parties. The Parties agree that if any part of this Agreement should be held unenforceable for any reason, the unenforceable provision shall be considered severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

CITY OF MINOT:

Approved by City Council on May 17, 2021.

Attest:

Kelly Matalka
City Clerk – Kelly Matalka

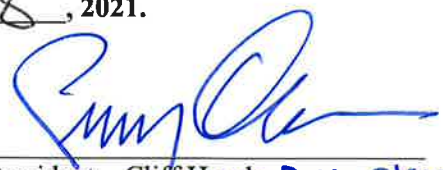
Shaun Sipma
Mayor – Shaun Sipma

Date: 5/18/2021

MINOT PARK DISTRICT:

Approved by Minot Park District on May 18, 2021.

Attest: 
Manager – Ron Merritt


President – ~~Cliff Hovda~~ Perry Olson

Date: May 18, 2021

EXHIBIT A

This exhibit contains aerial photographs generally depicting the lots that are available for the Adopt-a-Lot program as of the effective date of the Amended Joint Powers Agreement By and Between the City of Minot and the Minot Park District to Create the Adopt A Lot Program.

Lot 9, Elmwood Addition (1524 Burdick Expy. E.); Lot 13, Elmwood Addition (1530 Burdick Expy. E.); Lot 15, Elmwood Addition (1534 Burdick Expy. E.); Lot 17, Elmwood Addition (1602 Burdick Expy. E.); Lot 19, Elmwood Addition (1604 Burdick Expy. E.); Lot 21, Elmwood Addition (1614 Burdick Expy. E.); Lot 27, Elmwood Addition (1618 Burdick Expy. E.); Lot 39, Elmwood Addition (1720 Burdick Expy. E.); Lot 41, Elmwood Addition (1722 Burdick Expy. E.); Lot 43, Elmwood Addition (1726 Burdick Expy. E.)



UNPLATTED portion of SEC 27-155-83 E131' OF W745' OF S334' NWNW A 1.0 in LEITE'S SUBDIVISION



WITHAMS S/D OUTLOT 12 SEC 23-155-83 LOTS 1,2,3 & 13,14 15



ROACHS FIRST ADDITION LOTS 4,5,6,7,8,9,10 BLOCK 2



AMENDMENT TO JOINT POWERS AGREEMENT

THIS FIRST AMENDMENT TO JOINT POWERS AGREEMENT is made and entered into effective as of 1st day of August, 2022 (the "Amendment Effective Date"), by and between The City of Minot, ND, a municipal corporation (the "City") and the Minot Park District (the "Park"), (each a "Party" and collectively "the Parties").

Whereas, the City and Park entered into the Joint Powers Agreement (the "Agreement") on May 17, 2021, and

Whereas, the Parties desire to now amend Paragraphs 6 and Exhibit A of the Agreement in the manner reflected herein, and

Whereas, the City Council of the City of Minot has approved the First Amendment of the Agreement in the manner reflected herein,

Now, therefore, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the First Amendment Effective Date first written above:

1. The following language is hereby added as additional language to Paragraph 6 of the Agreement:
 - n. Roundabout located at the intersection of 13th Street SE and 31st Avenue SE; Minot, North Dakota
2. The attached Exhibit 1 describing and depicting the property added to Paragraph 6 through this Amendment is hereby added as additional page of Exhibit A of the Agreement:
3. Counterparts. 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.
4. Ratification. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement effective as of the Amendment Effective Date.



Kun Kyu

Melissa Field

CITY OF MINOT

[Signature]

Mayor

Mikayla McWilliams

Exhibit 1

Roundabout at the intersection of 13th Street SE and 31st Avenue SE; Minot, North Dakota



SECOND AMENDMENT TO JOINT POWERS AGREEMENT

THIS SECOND AMENDMENT TO JOINT POWERS AGREEMENT is made and entered into effective as of the 5th day of December, 2022 (the "Amendment Effective Date"), by and between the City of Minot, ND, a municipal corporation (the "City") and the Minot Park District (the "Park"), (each a "Party" and collectively "the Parties").

Whereas, the City and Park entered into a Joint Powers Agreement (the "Agreement") on May 17, 2021, and

Whereas, the City and Park amended the Agreement on August 1, 2022 to include 1) a Roundabout located at the intersection of 13th Street SE and 31st Avenue SE; Minot, North Dakota; 2) a description and picture of the roundabout's location to Exhibit A; 3) Counterpart language, and 4) Ratification language; and

Whereas, the Parties desire to further amend Paragraph 6, Paragraph 7, and Exhibit A of the Agreement in the manner reflected herein, and

Whereas, the City Council of the City of Minot has approved this Second Amendment of the Agreement in the manner reflected herein,

Now, therefore, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date first written above:

1. The following language is hereby added as additional language to Paragraph 6 of the Agreement:
 - n. Flood Control Buyout properties acquired for flood storage located in the Dama, Witham and Kittelson subdivisions
2. The attached Exhibit 2 describing and depicting the property added to Paragraph 6 through this Amendment is hereby added as additional page of Exhibit A of the Agreement:
3. The following language is hereby added as additional language to Paragraph 7 of the agreement:
 - a. The District will be allowed to use the property described in paragraph 6.n. of this Agreement for recreational activities as allowed by Human and Urban Development (HUD) regulations, including but not limited to, cross country ski trails.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement effective as of the Amendment Effective Date.



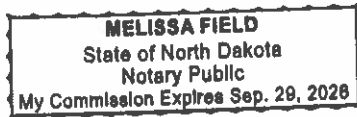
MINOT PARK DISTRICT

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss

On this 06 day of December, 2022, before me personally appeared Justin Hammer, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

Melissa Field



Notary Public, Ward County,
North Dakota.
My Commission Expires: Sept. 29, 2026

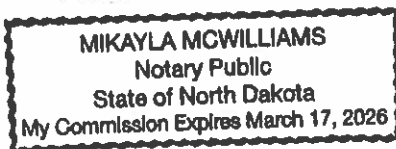
CITY OF MINOT

Thomas Ross
Mayor

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss

On this 5th day of December, 2022, before me personally appeared Thomas Ross, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

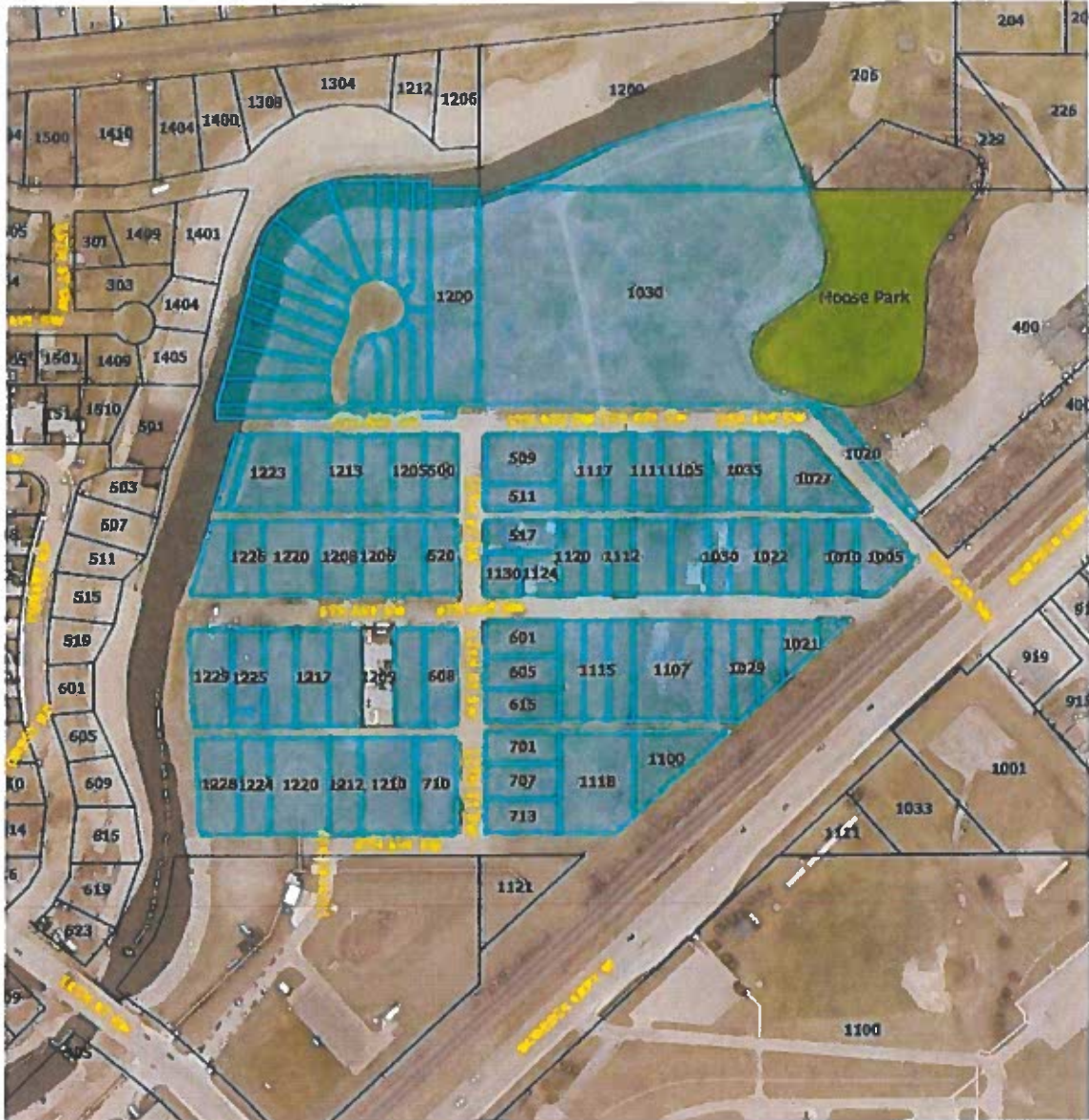


Mikayla McWilliams

Notary Public, Ward County,
North Dakota.
My Commission Expires: March 17, 2026

Exhibit 2

Flood Control buyout area acquired for flood storage



THIRD AMENDMENT TO JOINT POWERS AGREEMENT

THIS THIRD AMENDMENT TO JOINT POWERS AGREEMENT is made and entered into effective as of the ____ day of February, 2025 (the "Amendment Effective Date"), by and between the City of Minot, ND, a municipal corporation (the "City") and the Minot Park District (the "Park"), (each a "Party" and collectively "the Parties").

Whereas, the City and Park entered into a Joint Powers Agreement (the "Agreement") on May 17, 2021, and

Whereas, the City and Park amended the Agreement on August 1, 2022 to include 1) a Roundabout located at the intersection of 13th Street SE and 31st Avenue SE; Minot, North Dakota; 2) a description and picture of the roundabout's location to Exhibit A; 3) Counterpart language, and 4) Ratification language; and

Whereas, the City and Park amended the Agreement a second time on December 5, 2022 to include areas in the Dama, Witham, and Kittelson subdivisions to allow for cross country ski trails.

Whereas, the Parties desire to further amend Paragraph 6 and Exhibit A of the Agreement in the manner reflected herein, and

Whereas, the City Council of the City of Minot has approved this Third Amendment of the Agreement in the manner reflected herein,

Now, therefore, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date first written above:

1. The following language is hereby added as additional language to Paragraph 6 of the Agreement:
 - o. Flood Control Buyout properties acquired for flood control right of way with the following legal descriptions:

BROOKLYN ADDITION WITTENBORN'S S/D BLOCKS 4 & 5 NORTH 50' LOT 2

BROOKLYN ADDITION WITTENBORN'S S/D BLOCKS 4 & 5 LOT 1

BROOKLYN ADDITION WITTENBORN'S S/D BLOCKS 4 & 5 WEST 90' OF SOUTH 50' LOT 2

BROOKLYN ADDITION WITTENBORN'S S/D BLOCKS 4 & 5 EAST 60' OF SOUTH 50' LOT 2

LEE & JACOBSONS FIRST ADDITION LOT 7 BLOCK 7

RIVERSIDE ADDITION S/D OF PORTION LOT 14 BLOCK 2 PORTION OF LOT 1 SEE BELOW LOT 1 THAT PORTION COMMENCING AT THE SE CORNER OF LOT 1, HENCE SW 101.2' TO A POINT ON THE SOUTHERLY BOUNDARY, THEN TO THE RIGHT IN A SW DIRECTION ON A LINE PARALLEL WITH THE EAST BOUNDARY ON LOT 1, THEN RIGHT NE TO NE CORNER LOT 1 THEN RIGHT SE 51.15' ALONG EAST BOUNDARY OF SAID LOT 1

On this ____ day of _____, 2025, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: February 3, 2025

**SUBJECT: 16TH STREET SW RECONSTRUCTION COST PARTICIPATION AND
MAINTENANCE AGREEMENT WITH THE NDDOT (4780)**

I. RECOMMENDED ACTION

It is recommended City Council approve the Cost Participation and Maintenance agreement with NDDOT and authorize the Mayor 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

The 16th Street SW project is ready to be bid and the last step in the process is signing a Cost Participation and Maintenance Agreement (CPM Agreement) with the NDDOT. The agreement is written by the NDDOT and includes their standard language of federal requirements associated with the funding. Each project the city constructs in association with the NDDOT requires a CPM agreement. The attached agreement is similar to approved agreements from past projects.

B. Proposed Project

The proposed agreement will provide up to \$10,181,741 in federal and state funding with an 80.93% federal to 19.07% local match. This is the typical federal/local cost share. The city's maintenance responsibilities on the corridors will remain the same.

C. Recommendation Detail

The attached agreement contains the standard federal language used on recent CPM agreements. The project's maintenance responsibilities stay the same with city staff approving the designed infrastructure. Staff recommends council approve this agreement.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Once complete, the reconstructed sections of 16th St and Burdick Expressway will be replaced with new concrete pavement, have improved drainage systems, will be widened with dedicated left turn lanes, and have improved shared use paths. New LED lighting and a new traffic signal at 11th Avenue will be installed.

C. Fiscal Impact

Council budgeted the local cost match in the 2025 budget. Staff will not know the final fiscal impact until the project is bid but based on the estimated construction cost, the funding breakdown is shown below:

Project Costs

Construction Cost: \$12,314,180

Federal Share: \$9,676,908

City Share: \$2,637,272

The above estimates are construction only and do not include contingency. Those costs will be added when bids are taken.

Project Funding

Capital Infrastructure

VI. ALTERNATIVES

Alternative 1: Council could choose to not approve the agreement. This will stop the project as the NDDOT will not bid the project without a signed CPM agreement.

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 1/21/2025

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project
SU-NHU-CRP-4-989(134) PCN 23860

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Minot 16th St Reconstruction project.

Contract # 38250049

- The type of work is Reconstruction, Traffic Signal, Lighting, Pedestrian Facilities, Storm Sewer, Retention Pond
- The CRP Federal Funds for this project is limited to \$ 450,000.
- The SU Federal Funds for this project is limited to \$ 7,700,000.
- The NHU Federal Funds for this project is limited to \$ 1,826,987 and NHU State funds is limited to \$204,754.
- Any costs over the above limited amount will be City responsibility.
- There is no one time changes on the standard agreement template.

38/sm

Contract routing:

Seng Marohl - Contract Owner

Stacey Hanson

Derek Pfeifer

Nicole Lagasse

Lance Meyer - Minot City Engineer

City of Minot Officials

Seng Marohl

Legal

Chad Orn

NDDOT Contract No. 38250049

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Marohl, Sengaroun

Telephone: (701) 328-4449

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date:

Project No. SU-NHU-CRP-4-989(134) PCN: 23860

LPA: CITY OF MINOT

Location: MINOT 16TH ST SW FROM 14TH AVE SW TO BURDICK EXPY AND BURDICK EXPY FROM 300' EACH DIRECTION OF 16TH ST SW

Type of Improvement: RECONSTRUCTION, TRAFFIC SIGNAL, LIGHTING, PEDESTRIAN FACILITIES, STORM SEWER, RETENTION POND

Length: 0.694 MILE

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of City of Minot, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$450,000 for CRP; \$7,700,000 for SU; \$1,826,987 for NHU. The balance of the project is the obligation of the LPA.

Additional Funding Clause

NHU State funds for this project is limited to \$204,754.



The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
 - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - c. Tabulate the bids and send to the LPA.
 - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
 - a. Review bids to determine the lowest responsible bidder.
 - b. Execute the contract.
 - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
 - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
 - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
 - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
 - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:



1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.



4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

★

NAME (TYPE OR PRINT)

SIGNATURE

★

TITLE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Derek Pfeifer

SH

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

01/21/25

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27



Project SU-NHU-CRP-4-989(134)

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-24



DESIGN DATA			
TRAFFIC - 16TH ST SW	AVERAGE DAILY		
CURRENT 2023	PASS: 12,620	TRUCKS: 285	TOTAL: 12,905
FORECAST 2045	PASS: 15,705	TRUCKS: 355	TOTAL: 16,060
CLEAR ZONE DISTANCE: 16 FT	DESIGN: 40 MPH to 30 MPH		
MIN SIGHT DIST FOR STOPPING: 215 FT (30 MPH)	BRIDGES: N/A		
MIN SIGHT DIST FOR STOPPING: 350 FT (40 MPH)	PAVEMENT DESIGN LIFE: 30 YEARS		
SIGHT DISTANCE FOR NO PASSING ZONE: N/A			

 	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SU-NHU-CRP-4-989(134)	1	1
GOVERNING SPECIFICATIONS		DATE PUBLISHED AND ADOPTED BY THE NORTH DAKOTA DEPARTMENT OF TRANSPORTATION		
STANDARD SPECIFICATIONS		JULY 1, 2024		
SUPPLEMENTAL SPECIFICATIONS		N/A		

JOB NO. 23860

CITY OF MINOT, NORTH DAKOTA

NDDOT PROJECT NO. SU-NHU-CRP-4-989(134) - PCN 23860

CITY OF MINOT PROJECT NO. 4780

WARD COUNTY

16TH ST SW

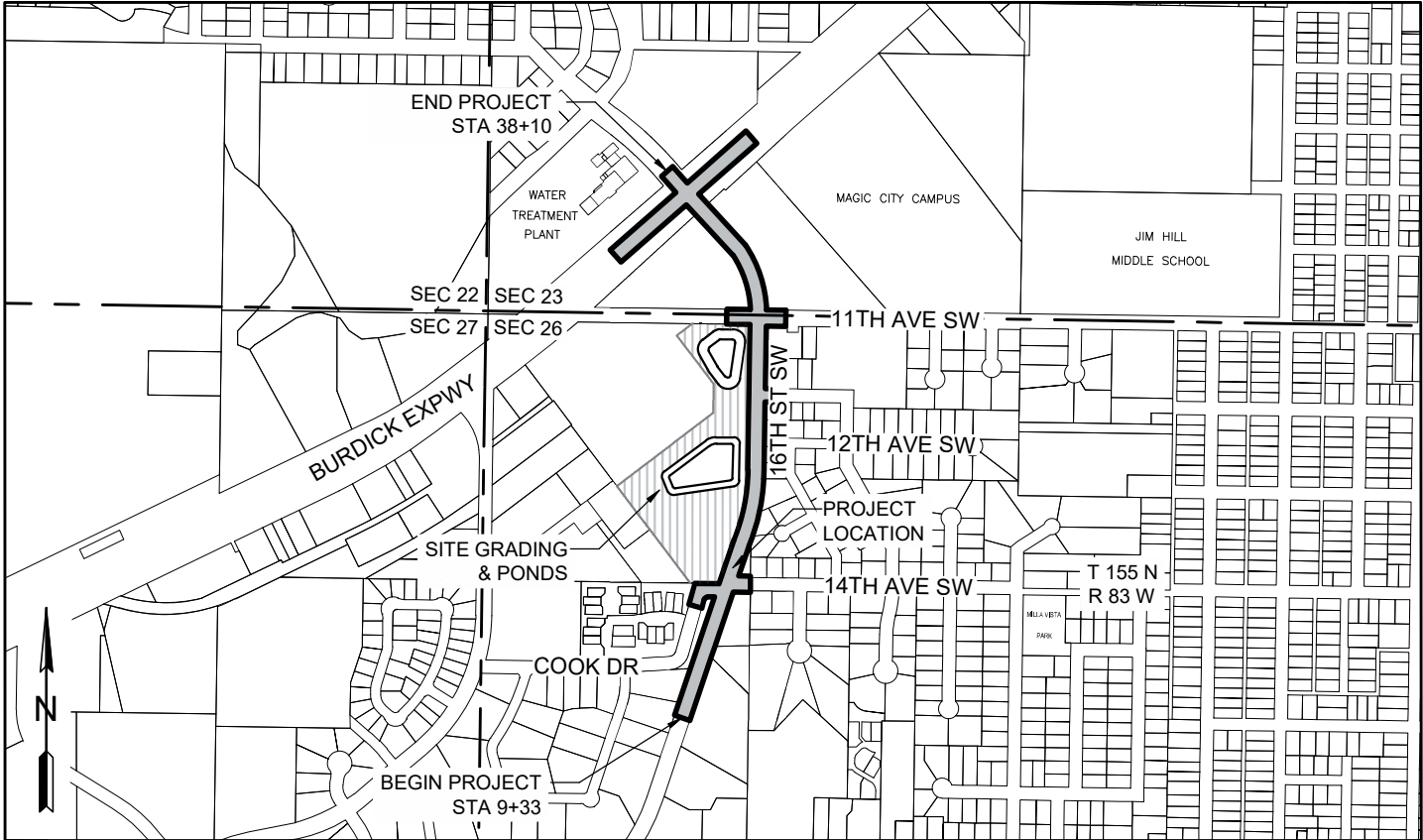
FROM 14TH AVE SW TO BURDICK EXPRESSWAY &

BURDICK EXPRESSWAY FROM 300' EACH DIRECTION OF 16TH ST SW

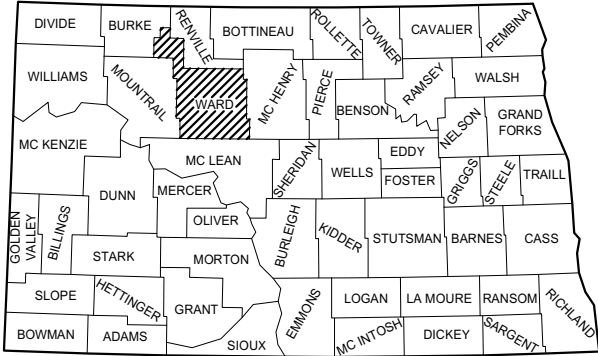
PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
SU-NHU-CRP-4-989(134) \ RECONSTRUCTION	0.694	0.694

ALL ELEVATIONS NAVD 88

RECONSTRUCTION, TRAFFIC SIGNAL, LIGHTING,
PEDESTRIAN FACILITIES, STORM SEWER, RETENTION POND



STATE COUNTY MAP



DESIGNER LEVI HELLER, PE
DESIGNER JENNIFER MALLOY, PE
DESIGNER BRENT MUSCHA, PE
DESIGNER MIKE JOHNSON
DESIGNER TRAVIS RADKE
DESIGNER RYAN RYKOWSKY, PE
DESIGNER JASON HUNZE, PE

APEX ENGINEERING GROUP



DATE: 2024.08.27
20:39:20 -05'00'

CITY OF MINOT
CITY ENGINEER

 2024.08.28
15:23:45 -05'00'

Certificate Of Completion

Envelope Id: 348C8ACB-7F5F-4B20-8BB1-5BCA10A259E2

Status: Sent

Subject: Contract #38250049: Please DocuSign: CPM Agreement for Minot 16th St Recon project

Contract Number: 38250049

PCN: 23860

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

Sengaroun Marohl

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

smarohl@nd.gov

IP Address: 165.234.92.124

Record Tracking

Status: Original

Holder: Sengaroun Marohl

Location: DocuSign

1/21/2025 12:55:19 PM

smarohl@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: DocuSign

Transportation CLOUD

Signer Events

Signature

Timestamp

Stacey Hanson

St

Sent: 1/21/2025 1:18:20 PM

smhanson@nd.gov

Viewed: 1/21/2025 2:10:31 PM

Assistant Local Government Engineer

Signed: 1/21/2025 2:11:55 PM

Carahsoft OBO North Dakota Department of

Signature Adoption: Pre-selected Style

Transportation CLOUD

Using IP Address: 165.234.252.245

Security Level: Email, Account Authentication (None), Authentication

Authentication Details

SMS Auth:

Transaction: 869bf07f-59c6-402f-8d1b-f1d99991132e

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 1/21/2025 2:10:26 PM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Derek Pfeifer

Derek Pfeifer

Sent: 1/21/2025 2:11:58 PM

ddpfeifer@nd.gov

Viewed: 1/21/2025 3:49:33 PM

Local Government Engineer

Signed: 1/21/2025 3:50:54 PM

Security Level: Email, Account Authentication (None), Authentication

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: ea3ccdd9-b744-49da-8af0-3423129bf509

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 1/21/2025 3:49:22 PM

Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 1/21/2025 3:50:57 PM Viewed: 1/21/2025 4:08:52 PM Signed: 1/21/2025 4:10:23 PM

Authentication Details

SMS Auth:
Transaction: de1bb17a-bf10-46ca-9689-736c1f2a3b84
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 1/21/2025 4:08:32 PM
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sengaroun Marohl
smarohl@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stacey Hanson smhanson@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 165.234.252.245	Sent: 1/21/2025 12:55:32 PM Viewed: 1/21/2025 1:10:24 PM Completed: 1/21/2025 1:18:19 PM
Agent Delivery Events	Status	Timestamp
Lance Meyer lance.meyer@minotnd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 1/21/2025 4:10:26 PM Viewed: 1/22/2025 8:46:17 AM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Korby Sward kseward@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/21/2025 12:55:32 PM
Envelope Updated	Security Checked	1/21/2025 1:18:20 PM
Envelope Updated	Security Checked	1/21/2025 1:18:20 PM
Envelope Updated	Security Checked	1/21/2025 1:18:20 PM
Envelope Updated	Security Checked	1/21/2025 1:18:20 PM
Payment Events	Status	Timestamps



TO: Mayor Ross
Members of the City Council

FROM: Margaret Haugan, PSAP Manager
Kelli Kronschnabel, Fire Chief

DATE: February 3, 2025

SUBJECT: PRIORITY DISPATCH ONE PLAN - SERVICE AGREEMENT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Margaret Haugan, PSAP Manager, 701-857-9800
Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Minot Central Dispatch began using the Priority Dispatch - Emergency Medical Dispatch system 5 years ago; it is now time to renew our service agreement. We currently have 14 full time dispatchers certified on the Priority Dispatch - Emergency Medical Dispatch system, just had an update to version 14, and all dispatchers are currently certified and/or recertified on the system.

B. Proposed Project

We are requesting that the City Council approve the renewal of the service agreement with Priority Dispatch for another 5 years. In the new service agreement, we will no longer have separate invoices or purchases for trainings, certifications, or recertification; it will all be covered under the One Plan. This will allow us to know the amount and cost will be needed each and every year of the plan; no guess work or possibility of going over the budget or restricting our dispatchers from taking other essential training courses.

C. Recommendation Detail

The service agreement is due February 1, 2025; we are asking that the Mayor sign the agreement so that we are able to move forward with Priority Dispatch.

IV. IMPACT

A. Aspirations

safe and welcoming; resilient and prepared

B. Service/Delivery Impact:

This system has proven to meet all of our medical dispatch needs and it is also very beneficial for our ambulance services throughout the county. We are able to transmit the chief complaint of a patient to EMS in a faster and more accurate way. Better outcomes for the citizens of our city.

C. Fiscal Impact

Priority Dispatch – One Plan would be as follows for the next 5 years:

Year 1 (02/01/2025 – 01/31/2026): License Renewal, Service and Support
\$10,650.00

Year 2 (02/01/2026 – 01/31/2027): License Renewal, Service and Support
\$10,650.00

Year 3 (02/01/2027 – 01/31/2028): License Renewal, Service and Support
\$10,650.00

Year 4 (02/01/2028 – 01/31/2029): License Renewal, Service and Support
\$10,900.00

Year 5 (02/01/2029 – 01/31/2030): License Renewal, Service and Support
\$10,900.00

Project Funding

This budget item is currently under the IT part of Minot Central Dispatch.

VI. ALTERNATIVES

Council may be able to direct staff to find another vendor to use for our Emergency Medical Dispatch procedures; however, we will ask to renew this service agreement for at least 2 years. We would need up to 18- 24 months to research, study, and find a reliable vendor, plus set up and train our telecommunicators to use the system proficiently.

SERVICE AND PRICING AGREEMENT

This Service Agreement (the “Agreement”) is made by and between Medical Priority Consultants, Inc. *dba* Priority Dispatch Corp., a Utah corporation, located at 110 S. Regent Street, Suite 500, Salt Lake City, UT 84111 (“PDC”) and City of Minot located at 10 3rd Ave SW, Minot, ND 58701 (“Client”) on January 16, 2025 (“Effective Date”). PDC and Client are collectively referred to herein as the “Parties” or individually as a “Party.”

BACKGROUND

A. PDC is in the business of developing, licensing, publishing, distributing, and maintaining propriety emergency dispatch licensed products throughout the world, and offers products, services, and ongoing support and maintenance to users of the Priority Dispatch System® (PDS).

B. Client is an existing user of the PDS and of PDC’s licensed products and services, and desires now to renew licensing, and continue the respective maintenance and support for the current and any additional licenses, products and/or services as set forth in this Agreement.

C. This Agreement describes the service(s) and support to be provided by PDC and does not cancel or void any pre-existing agreements between the Parties.

D. The Parties agree that this Agreement, along with any pre-existing agreements (such as Extended Service Plan, Quality Performance Review, Pricing, and/or End User License Agreements), shall govern all current and future Client-operated public safety answering points or communications centers.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1. **“Licensed Products”** include all material, in whatever form or medium, related to the PDS; including, but not limited to, software, documentation, content, and/or manual card sets that Client receives or has received from PDC in connection with this Agreement, or any pre-existing agreement(s), and as further identified in Client’s invoice or quote from PDC. Licensed Products also include any and all manuals, instructions and other documents and materials that PDC provides or makes available to Client on behalf of the International Academies of Emergency Dispatch (IAED), in any form or medium in relation to the product. The use and maintenance of the PDS and other PDC licensed products are set forth in the applicable End User License Agreement (“EULA”), as amended from time to time. The applicable EULA is incorporated herein into this Agreement as though set forth at length. The applicable EULA(s) can be found at: <https://www.prioritydispatch.net/en/licensing>.

2. **Use & Ownership.** The Licensed Products, and their contents, and any and all copies thereof and derivatives, variations or permutations therefrom are owned by PDC. Client acknowledges that PDC owns all intellectual property rights in and to the Licensed Products. License fees purchase only the limited license to use the products as provided in this Agreement. Client agrees not to infringe upon any of the exclusive intellectual property rights of PDC. Copies of the Licensed Products are loaned to Client by PDC for the duration of the License only, and only for the purpose of enabling Client to exercise its License rights.

3. Term & Termination

3.1. This Agreement shall have an initial term of five (5) years from the Effective Date. The quoted pricing for licenses, services, and support is fixed for the duration of the term of this agreement, or as otherwise agreed by the Parties in writing. Following the initial term, and unless terminated as set forth herein, this Agreement shall thereafter automatically renew for consecutive one-year terms.

3.2. **Material Breach.** If a Party materially breaches this Agreement, any pre-existing agreement(s), or the EULA, and fails to cure such breach within 30 days after written notice and opportunity to cure the breach, this Agreement may be terminated subject to the decommission process.

3.3. **Termination for Convenience.** Client may terminate this Agreement for any reason after giving PDC advance written notice no less than 90 days, subject to the decommission process below.

3.3.1. **Decommission Process.** The Decommission Process will involve, among other activities, collecting all PDC's intellectual property and Licensed Products, and exporting PDS data in a format that will give Client access to historical records. Client understands that PDC will come on site at their location(s) and Client must provide a dedicated person to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products or materials found shall be immediately forwarded to PDC.

4. **One Plan Maintenance, Extended Service Plan and other services.** As applicable, Client has opted for the One Plan Maintenance Package, Extended Service Plan, or the continuation or extension of products or services that will be provided under the terms of this Agreement or pre-existing agreements, and as set forth in Quote # Q-75414 (see Attachment A).

5. **Service Level Agreement.**

https://cdn.prioritydispatch.net/community-documents/Service_Level_Agreement_PDC-PSI_v1.0.pdf

6. **Pricing & Payment Terms.** Client shall pay PDC the fees for license, products, and services specified on Client's invoice from PDC. PDC RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IF CLIENT IS NOT CURRENT ON ITS FINANCIAL OBLIGATIONS TO PDC. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding. A 3% fee will be added for all credit card charges over \$5,000.

6.1. Fees schedule listed on Attachment A:

Year 1 (02/01/2025 – 01/31/2026): License Renewal, Service and Support \$10,650.00

Year 2 (02/01/2026 – 01/31/2027): License Renewal, Service and Support \$10,650.00

Year 3 (02/01/2027 – 01/31/2028): License Renewal, Service and Support \$10,650.00

Year 4 (02/01/2028 – 01/31/2029): License Renewal, Service and Support \$10,900.00

Year 5 (02/01/2029 – 01/31/2030): License Renewal, Service and Support \$10,900.00

/signature page follows/

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as follows:

PRIORITY DISPATCH CORP.

CITY OF MINOT

Signature: _____

Print Name: J. Simón Cantarero

Title: General Counsel & Corp. Secretary

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT A

PRIORITY DISPATCH CORP.
QUOTE #75414

QUOTE

Priority Dispatch Corp.

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Tony Guido
Phone: (800) 363-9127
Direct:
Email: tony.guido@prioritydispatch.net

Agency:
Agency ID#:
Quote #:
Date:
Offer Valid Through:
Payment Terms

City of Minot
1410
Q-75414
1/29/2025
2/28/2025
Net 30

Currency:USD

Bill To:
City of Minot
PO BOX 5006
Minot, North Dakota 58702-5006
United States

Ship To:
City of Minot
515 2nd Ave SW
Minot, North Dakota 58701-3739
United States

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 10,650.00
ONE Plan Maintenance Package Year 1 TOTAL:			USD 10,650.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 10,650.00
ONE Plan Maintenance Package Year 2 TOTAL:			USD 10,650.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 10,650.00
ONE Plan Maintenance Package Year 3 TOTAL:			USD 10,650.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 10,900.00
ONE Plan Maintenance Package Year 4 TOTAL:			USD 10,900.00

"To lead the creation of meaningful change in public safety and health."

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 10,900.00
ONE Plan Maintenance Package Year 5 TOTAL:			USD 10,900.00

Quote Notes

Subtotal	USD 10,650.00
Discount	USD 0.00
Total	USD 10,650.00

Subtotal	USD 10,650.00
Total	USD 10,650.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>



TO: Mayor Ross
Members of the City Council

FROM: Jason McKibben, IT Manager - Systems & Support

DATE: February 3, 2025

SUBJECT: APPROVE BUDGET AMENDMENT FOR IT SERVER REPLACEMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading for the IT server replacement and ratify the acceptance of the proposal from High Point Networks.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Jason McKibben, IT Manager - Systems & Support, 701-857-4722

III. DESCRIPTION

A. Background

Our current server infrastructure is aging, leading to potential reliability issues and higher maintenance costs. To address these issue, we initiated a three year replacement plan and received partial funding in the 2024 budget for new servers. Additional funds were approved in the 2025 budget, with the project expected to be completed in 2026, pending final funding approval.

Within the last year, the virtualization software used in our current server infrastructure was acquired by a new company. After the acquisition, the new company implemented a subscription-based pricing model, resulting in higher software costs compared to the previous model.

B. Proposed Project

As a result of this pricing change, we would like to replace a portion of our server infrastructure in 2025 with new hardware that does not include the same subscription requirements as our existing hardware. This would allow us to avoid paying higher maintenance and subscription fees on a portion of the legacy hardware, while also providing us with improved administrative efficiencies, reliability and performance with new hardware. Funding for this phase of the project would come from existing appropriated capital funds.

C. Recommendation Detail

Staff is recommending a budget amendment to move \$14,960 from the capital

equipment budget to the information technology operating budget for professional services, installation and configuration of a new HPE server. Staff has received a proposal from High Point Networks, procured through State bid and has accepted the proposal to secure the pricing before January 31, 2025.

IV. IMPACT

A. Aspirations

Prepared & Resilient

B. Service/Delivery Impact:

Approval of this project will allow us to provide faster data access speeds, improved application performance, and increased reliability, resiliency and scalability at our secondary datacenter.

C. Fiscal Impact

Project Costs

\$198,273.68 - Equipment, installation and configuration

Project Funding

2025 Capital Equipment Budget - \$216,500

VI. ALTERNATIVES

N/A

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
INFORMATION TECHNOLOGY DEPARTMENT CONSULTANTS
EXPENDITURES AND DECREASE THE INFORMATION TECHNOLOGY
CAPITAL EQUIPMENT EXPENDITURES FOR THE INSTALLATION AND
CONFIGURATION OF THE IT SERVER REPLACEMENT AND APPROVE THE
TRANSFER OF FUNDS.**

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

- §1: An ordinance amending the 2025 annual budget to increase the information technology department consultants expenditures and decrease the information technology capital equipment expenditures for the installation and configuration of the IT server replacement:

10019000-43040	2024190001	\$14,960
42019000-57500	2024190001	(14,960)
42019000-49101		14,960
10000000-39125	2024190001	14,960

- §2: Approve the transfer of funds:

42019000-49101		14,960
10000000-39125	2024190001	(14,960)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: February 3, 2025

SUBJECT: CASE #2025- 04 - AVERY MAE MEADOWS - MINOR PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

Consider Approval of a minor subdivision plat to amend an easement.

B. Proposed Project

6701 Hwy 83 N Minot, ND 58701. Avery Mae Meadows 2nd Addition.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

This plat will amend an easement.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

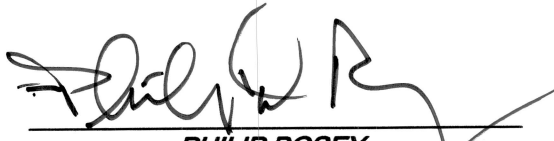
VI. ALTERNATIVES

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.

AVERY MAE MEADOWS 2ND ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS 1 AND 2 AVERY MAE MEADOWS ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA)

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT PHILIP BOSEY, BEING OWNER AND PROPRIETOR OF LOTS 1 AND 2, AVERY MAE MEADOWS TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, AVERY MAE MEADOWS TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE N 00°36'12.0" W, A DISTANCE OF 1626.89 FEET; THENCE N 87°41'13.9" E, A DISTANCE OF 1574.80 FEET TO THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 83; THENCE S 00°04'32.7" W, ALONG THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 83, A DISTANCE OF 1695.26 FEET; THENCE N 89°49'09.0" W, A DISTANCE OF 1554.15 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 59.64 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS AVERY MAE MEADOWS 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.


PHILIP BOSEY

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 7th DAY OF January, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED PHILIP BOSEY, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2028

SURVEYOR'S CERTIFICATE

I, ROBBY L. BERARD, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.


ROBBY L. BERARD, RLS NO. 4727



STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 7th DAY OF January, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

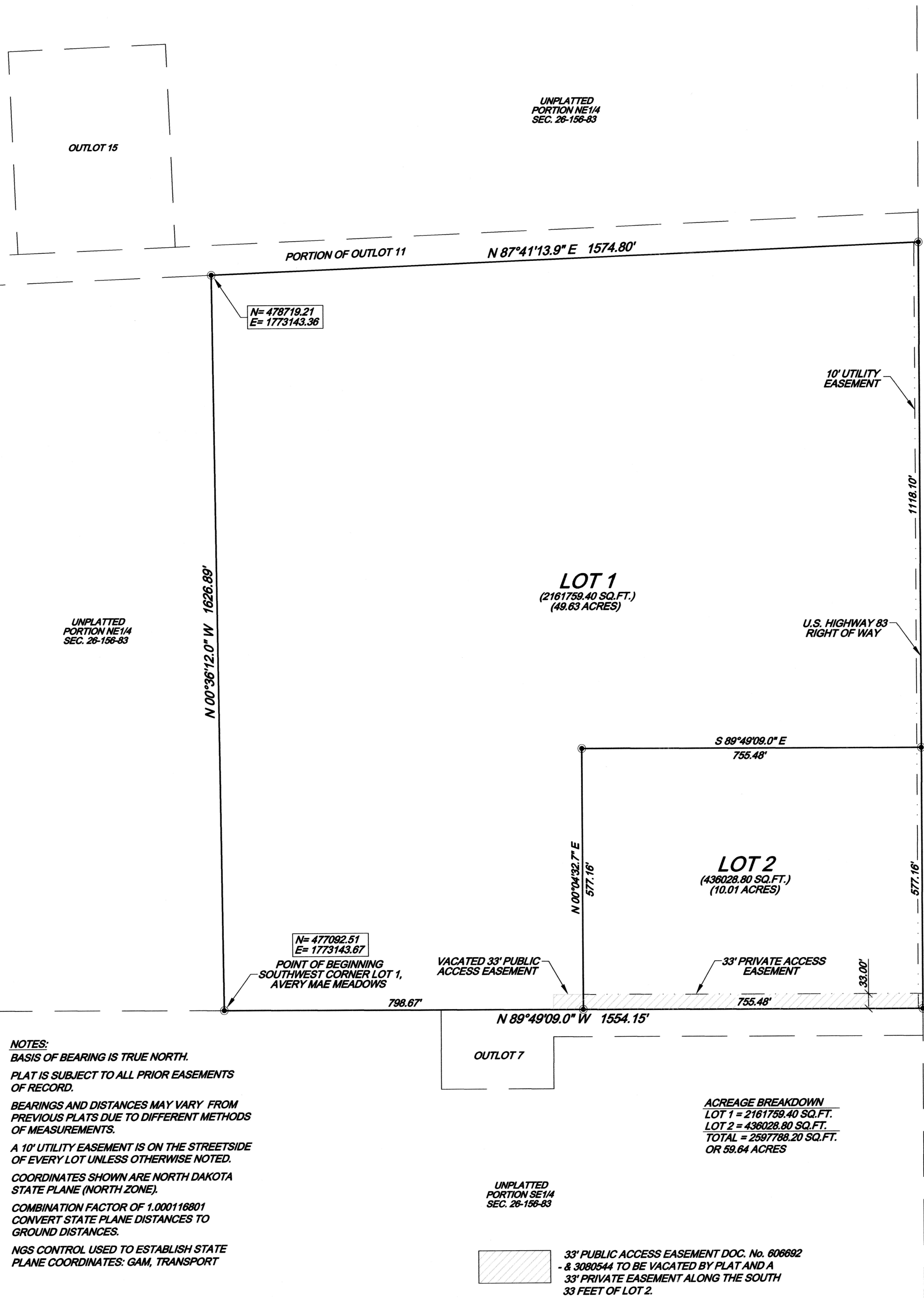
CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2028

APPROVED:

DATE:

CITY OF MINOT ENGINEER

JOB #1-25



NOTES:
BASIS OF BEARING IS TRUE NORTH.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
A 10' UTILITY EASEMENT IS ON THE STREETSIDE OF EVERY LOT UNLESS OTHERWISE NOTED.
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE).
COMBINATION FACTOR OF 1.000116801 CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: GAM, TRANSPORT

ACREAGE BREAKDOWN
LOT 1 = 2161758.40 SQ.FT.
LOT 2 = 436028.80 SQ.FT.
TOTAL = 2597787.20 SQ.FT.
OR 59.64 ACRES

UNPLATTED
PORTION SE1/4
SEC. 26-156-83

33' PUBLIC ACCESS EASEMENT DOC. No. 606692
- & 3080544 TO BE VACATED BY PLAT AND A
33' PRIVATE EASEMENT ALONG THE SOUTH
33 FEET OF LOT 2.

ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA



TO: Mayor Ross
Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: February 3, 2025

**SUBJECT: WESTFIELD WATERMAIN REPLACEMENT & UNIVERSITY AVENUE
WATERMAIN REPLACEMENT - CONTRACT AMENDMENT (4816 &
4817)**

I. RECOMMENDED ACTION

It is recommended City Council approve the contract amendments in the amount of \$89,750.00 for the University Avenue Watermain Replacement project and \$111,140.00 for the Westfield Watermain Replacement project to Houston Engineering for additional design and construction services.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In May of 2024, the Westfield Watermain Replacement and University Avenue Watermain projects were awarded for construction to be completed in October of 2025. Both projects were included in the 5-year Capital Improvement Plan (CIP) program to continue the replacement of more than 80 miles of old cast iron pipe in the city. These areas have experienced not only discolored water, but numerous watermain breaks and lower than normal fire flows in the area. Public Works received a 60% cost share from ND Department of Water Resources (DWR) for the projects and a State Revolving Fund (SRF) loan for the remaining 40%. The Westfield Watermain Replacement project was awarded to Dig It Up Backhoe Services for the amount of \$4,774,694.00 and the University Avenue Watermain Replacement project was awarded to Strata Corporation for the amount of \$3,996,985.00. Houston Engineering was selected to design and provide construction management for the duration of the project.

B. Proposed Project

When the original task orders were executed for the projects in October 2023, the expectation was that design would be completed over the winter of 2023-2024 and construction completed during the summer of 2024 (a 3-month

continuous construction period). The SRF loan required additional documents and solicitations for comments from various State and Federal agencies. The additional requirements pushed out the design completion causing bids to be opened in April 2024. We were made aware that many contractors had full workloads for 2024 and wouldn't be able to complete the projects until 2025. The decision was made to extend the construction completion date of both projects one year to October 2025. Contractors began work on both projects in 2024 using almost four full months for the Westfield project and almost three months for the University Avenue project.

Another increase in consultant fees was due to the impact of watermain work in several intersections along University Avenue causing various areas of storm sewer replacement to be included in the design to avoid piecing together aging infrastructure.

The proposed budget amendments are based on a 6-month construction period from May-October 2025 with \$25,000 per month for Resident Project Representative services, and \$20,000 for Construction Management Services for the summer, totaling \$170,000 for 2025 on each project. The current remaining balance from all prior phases was deducted from the \$170,000 to reach a final proposed amendment total for each project. The request is for an additional \$89,750.00 for the University Avenue Watermain Replacement project and \$111,140.00 for the Westfield Watermain Replacement project.

C. Recommendation Detail

The additional engineering fees are warranted due to the extended construction time and additional design work performed.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

Watermain replacement projects improve water quality and provide better conveyance for flows from hydrants.

C. Fiscal Impact

Project Costs

University Avenue Watermain Replacement Project

Original Engineering Contract Amount = \$420,000.00

Contract Amendment Amount = \$89,750.00

Total Contract Amount = \$509,750.00

Westfield Watermain Replacement Project

Original Engineering Contract Amount = \$420,000.00

Contract Amendment Amount = \$111,140.00

Total Contract Amount = \$531,140.00

Project Funding

These projects are funded through a 60% cost share from DWR and a 40% SRF loan. Servicing the debt will be budgeted in future years. There was \$877k in contingency budgeted in 2024 to account for any amendments or change orders to this project.

VI. ALTERNATIVES

N/A

EXHIBIT C—AMENDMENT TO TASK ORDER

AMENDMENT TO TASK ORDER No. 4**Amendment No. 1**

Owner: **City of Minot, North Dakota**
Engineer: **Houston Engineering, Inc.**
Specific Project: **University Avenue Watermain Improvements**
Effective Date of Task Order: **October 17, 2023**

Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☒ Modifications to term of Task Order
☐ Modifications to other terms and conditions of the Task Order

Description of Modifications:

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: **In addition to the Construction and Resident Project Representative(RPR) Services provided in 2024, the Engineer shall provide additional Construction and RPR Services through the project’s Substantial and Final Completion deadlines in October 2025.**
- b. For the Additional Services or the modifications to the services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Phase	Task	Description	Original Amount	Amendment Change	Amended Total
1		Basic Services			
	a	Preliminary and Final Design	\$ 175,800.00	\$ -	\$ 175,800.00
	b	Bidding Services	\$ 5,000.00	\$ -	\$ 5,000.00
	c	CMS Engineering Services	\$ 79,800.00	\$ 20,000.00	\$ 99,800.00
	d	Post Construction	\$ 25,000.00	\$ -	\$ 25,000.00
2		Resident Project Representative	\$ 134,400.00	\$ 69,750.00	\$ 204,150.00
		Totals:	\$ 420,000.00	\$ 89,750.00	\$ 509,750.00
3		Additional Services (SRF Compliance)	\$ 20,000.00	\$ 0.00	\$ 20,000.00

Exhibit C—Amendment to Task Order.

Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.

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Page 1 of 2

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. The Effective Date of the Amendment is **February 4, 2025**.

Owner

City of Minot, North Dakota

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: Tom Ross

(typed or printed)

Title: Mayor

(typed or printed)

Engineer

Houston Engineering, Inc.

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

01/30/2025

(date signed)

Name: _____

David D. Schwengler

(typed or printed)

Title: _____

Principal, Office Manager

(typed or printed)

Exhibit C—Amendment to Task Order.

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Page 2 of 2

EXHIBIT C—AMENDMENT TO TASK ORDER

AMENDMENT TO TASK ORDER No. 5**Amendment No. 1**

Owner: **City of Minot, North Dakota**
Engineer: **Houston Engineering, Inc.**
Specific Project: **Westfield Watermain Improvements**
Effective Date of Task Order: **October 17, 2023**
Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☒ Modifications to term of Task Order
☐ Modifications to other terms and conditions of the Task Order

Description of Modifications:

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: **In addition to the Construction and Resident Project Representative(RPR) Services provided in 2024, the Engineer shall provide additional Construction and RPR Services through the project's Substantial and Final Completion deadlines in October 2025.**
- b. For the Additional Services or the modifications to the services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Phase	Task	Description	Original Amount	Amendment Change	Amended Total
1		Basic Services			
	a	Preliminary and Final Design	\$ 175,800.00	\$ -	\$ 175,800.00
	b	Bidding Services	\$ 5,000.00	\$ -	\$ 5,000.00
	c	CMS Engineering Services	\$ 79,800.00	\$ 20,000.00	\$ 99,800.00
	d	Post Construction	\$ 25,000.00	\$ -	\$ 25,000.00
2		Resident Project Representative	\$ 134,400.00	\$ 91,140.00	\$ 225,540.00
		Totals:	\$ 420,000.00	\$ 111,140.00	\$ 531,140.00
3		Additional Services (SRF Compliance)	\$ 20,000.00	\$ 0.00	\$ 20,000.00

Exhibit C—Amendment to Task Order.

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Page 1 of 2

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. The Effective Date of the Amendment is **February 4, 2025**.

Owner

City of Minot, North Dakota

(typed or printed name of organization)

By:

(individual's signature)

(Attach evidence of authority to sign.)

Date:

(date signed)

Name: Tom Ross

(typed or printed)

Title: Mayor

(typed or printed)

Engineer

Houston Engineering, Inc.

(typed or printed name of organization)

By:

(individual's signature)

(Attach evidence of authority to sign.)

Date:

01/30/2025

(date signed)

Name:

David D. Schwengler

(typed or printed)

Title:

Principal, Office Manager

(typed or printed)

Exhibit C—Amendment to Task Order.

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Page 2 of 2



TO: Mayor Ross
Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: February 3, 2025

SUBJECT: REJECT BID FOR RETAIL DEVELOPMENT SERVICES RFQ

I. RECOMMENDED ACTION

It is recommended City Council reject the bid for Retail Development Services from Retail Strategies.

II. DEPARTMENT CONTACT PERSONS

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

Harold Stewart, City Manager, 701-857-4721

David Lakefield, Finance Director, 701-857-4774

Tom Joyce, Asst. City Manager, 701-857-4731

Mike Blessum, City Council Member, 701-857-4750

III. DESCRIPTION

A. Background

In December of 2024, the Community Development Department posted an RFQ for retail development services. The contract for this service with the Retail Coach expired at the end of 2024.

B. Proposed Project

Only one company, Retail Strategies, submitted a bid prior to the deadline. An interview committee was formed and interviewed Retail Strategies. Retail Strategies submitted a bid for \$25,000 for data on the Minot retail market and \$25,000 for retail recruitment services. During the interview, the committee learned that Retail Strategies uses a third party company to provide retail data services.

C. Recommendation Detail

After deliberations, the interview committee decided to recommend that the city council reject the bid from Retail Strategies. A couple of companies reached out to city staff expressing interest in providing this service after the RFQ deadline. The committee feels that city staff should spend a considerable amount of time meeting with other retail development companies at the ICSC conference in

May and encourage them to respond to a new RFQ that will be posted in the summer of 2025.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing - Expanding Minot's retail market development will provide additional business opportunities for Minot residents and reduce retail leakage to other major cities in North Dakota.

B. Service/Delivery Impact:

Staff will handle retail development services at ICSC in May.

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Accept the bid from Retail Strategies and direct staff to enter into contract negotiations.

Retail Development Services

The City of Minot is soliciting qualifications for Retail Development Services. The specific services we desire include data collection, market analysis, and identifying opportunities for the expansion and attraction of new retail sales operations in the city. Sealed qualifications shall be submitted to: City of Minot, Attention: Mikayla McWilliams, "Retail Development Services RFQ", P.O. Box 5006, Minot, ND 58702. Sealed proposals must be received no later than December 31, 2024 at 12:00 p.m. CST. The detailed Request for Qualifications (RFQ) is available for download from the City of Minot website, www.minotnd.gov, or by contacting the Community & Economic Development Director, Brian Billingsley at (701) 857-4147 or brian.billingsley@minotnd.gov.

REQUEST FOR QUALIFICATIONS (RFQ)

RETAIL DEVELOPMENT SERVICES

RESPONSE DUE DATE: DECEMBER 31, 2024 AT 12:00 PM CST

INTRODUCTION

The City of Minot (City) provides vital services to City residents and requires capable and competent Retail Development Services.

The City will evaluate and select a singular firm to develop and implement a plan for city-wide retail recruitment to support its Economic Development efforts. The selected Vendor shall be required to sign an agreement which the City determines to be fair, competitive, and reasonable.

MINIMUM QUALIFICATIONS

To be eligible to respond to this Solicitation, the Vendor must demonstrate it has sufficient qualifications, resources and experience to provide the services under this solicitation. Any respondent that fails to meet all of the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

- Vendor shall have a minimum of 5 years of experience in data collection and market analysis.
- Vendor shall demonstrate experience in data collection, market analysis, and identifying opportunities for the expansion and attraction of new retail sales operations in the City.
- Vendor shall demonstrate experience beyond data collection and into relationships and connections with retail operators.
- Vendor shall demonstrate and provide example deliverables for retail and restaurant recruitment efforts.

The City is seeking to identify and select an outside independent organization to perform the activities listed above. The remainder of this document provides additional information that will allow a service provider to understand the scope of the effort and develop a proposal in the format desired by the City.

PROPOSALS REQUIREMENTS

Responses to this solicitation must be submitted to the individual cited below, on or before December 31, 2024 at 12:00 p.m. CST. Please include one (1) original and four (4) copies of your qualifications. Submissions via email will not be accepted.

United States Postal Service

*City of Minot
Mikayla McWilliams, City Clerk
“Retail Development Services RFQ”
P.O. Box 5006
Minot, ND 58702*

UPS/Fed Ex

*City of Minot
Mikayla, McWilliams, City Clerk
“Retail Development Services RFQ”
10 3rd Ave. SW
Minot, ND 58701*

Should you have any questions regarding this Request for Qualifications, you may contact Brian Billingsley at brian.billingsley@minotnd.gov. Responses to any questions will be provided, in writing, on the City's website at the same location of the RFQ.

GUIDELINES FOR QUALIFICATIONS PREPARATION

Award of the contract resulting from this RFQ will be based upon the most responsive Vendor whose offer will be the most advantageous to the City in terms of cost, functionality, and other factors as specified elsewhere in this RFQ. The City is desiring to enter into an agreement with one vendor who can perform all functions requested within this RFQ.

The City reserves the right to:

- Reject any or all offers and discontinue this RFQ process without obligation or liability to any potential vendor.
- Accept other than the lowest priced offer if certain factors are met that prove to be advantageous to the City.
- Negotiate a scope of work and contract with the highest qualified bidder.

Vendor's proposal shall be submitted in several parts as set forth below. The Vendor will confine its submission to those matters sufficient to define its proposal and to provide an adequate basis for the City evaluation of the Vendor's proposal.

The submitted proposals are suggested to include each of the following sections:

1. Executive Summary
2. Scope & Approach: Retail Data and Market Analysis
3. Scope & Approach: Retail Recruitment
4. Experience and Qualifications of the Company
5. Cost Estimate with an hourly rate (sealed in an envelope)
6. References

The detailed requirements for each of the above-mentioned sections are outlined herein.

DETAILED RESPONSE REQUIREMENTS

1. EXECUTIVE SUMMARY

This section will serve as an introduction of the firm and present a high-level synopsis of the Vendor's responses to the RFQ. The Executive Summary should be a brief overview of the history of your firm, type of ownership and parent company (if any), the various types of services your firm provides, the name and contact information for the firm's primary point of contact for this RFQ, and any major facts, features, recommendations or conclusions that may differentiate your firm from the other firms.

2. SCOPE AND APPROACH: RETAIL DATA AND MARKET ANALYSIS

Include detailed information and technical expertise on your experience in providing retail data and market analysis for markets similar to Minot. This section should include a description of your firm's experience in each major type of work listed below. The qualifications should reflect the experience and success your firm has achieved with the following work products.

RESEARCH

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies.
2. Conduct a mobile data study for all major commercial districts.
3. Market retail trade analysis is preferred to include data and assessment of Minot's regional draw from Canadian residents.
4. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus).
5. Provide competition analysis of identified target zones and trade areas.
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts.
7. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry.
8. Identification of at least 30 retail prospects to be targeted for recruitment.
9. Provide periodic updates on retail industry trends.

COMMERCIAL DISTRICT WORKSHOPS

Conduct two day, in-market workshops, holding focus group and stakeholder meetings, and assessing the following to produce a report with implementable solutions and recommendations for revitalizing, enhancing, and/or redeveloping major commercial districts and corridors.

3. SCOPE AND APPROACH: RETAIL RECRUITMENT

This section should include a description of your firm's experience and success with each major type of work being requested by the City. Your qualifications should reflect your firm's experience in the active recruitment of retailers, including:

1. Pro-active retail recruitment for a minimum of 30 retailers annually.
2. Updates on new activity will be provided to Client's designated primary point of contact email on a monthly and/or as needed basis.
3. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity.
4. ICSC conference representation – Schedule meetings with retailers during and after ICSC.
5. Active outreach to local brokers, developers, landowners to coordinate new projects.

4. EXPERIENCE AND QUALIFICATIONS OF THE COMPANY

Include information about the team that will be assigned to work for and interact with City officials. Please attach complete resumes of personnel that will be assigned to work on market analysis services and retail recruitment services.

5. COST ESTIMATE

Submit a cost estimate for all services in a sealed envelope. Be sure to separate pricing for data gathering/market analysis services and retail recruitment services and list an hourly rate.

6. REFERENCES

Provide three current references for similar sized communities in which you have performed similar work in data gathering, market analysis, and retail recruitment.

FINAL SELECTION

RATING FACTORS AND RFQ SCORING

	Points Available
Scope & Approach: Retail Data and Market Analysis	30
Scope & Approach: Retail Recruitment	30
Experience and Qualifications of the Company and Personnel	20
References	20
Total	100

INTERVIEWS

A panel will be formed by the City to score the qualifications and select the top rated firms for an interview, which can be held in person or virtually.

SELECTION OF FIRM

The interview panelists will present a recommendation of award to the City Council, currently planned to occur at a Regular City Council meeting in early 2025.



retail strategies

Retail & Commercial Advisory Partnership

Minot, North Dakota

Prepared by: John Tiedt
Director, Community Partnerships
December 2024





Executive Summary: Why Partner with Retail Strategies?

Firm Qualifications

Retail Strategies LLC brings over 250 collective years of retail and real estate experience. Retail Strategies is the only retail consulting firm with the following qualifications:

- 40+ team members with an active real estate license
- USDA technical assistance provider for rural communities
- Lacy Beasley, President of Retail Strategies, serves on the board of ICSC, the nation's largest retail real estate association

Capacity/Team

Retail Strategies invests heavily in research tools (such as mobile data insights) and has the team to act on the data. With over 65 full-time team members, Retail Strategies has an unmatched depth of ability to perform this work.

Experience

Retail Strategies has helped improve quality of place in more than 800 communities by measurably increasing retail and restaurant offerings, sales tax collections, and properties but inception in 2013, Retail Strategies has recruited nearly 1,000 retailers into client communities ranging from big box grocery stores to hyper-regional restaurants. Additionally, Retail Strategies offers retail education, downtown revitalization, and small business support to communities across the country.

Our Interest

Our team has analyzed Minot's retail, restaurant, and hospitality potential. We'll use proven strategies to identify key properties and make them visible to targeted businesses, maximizing Minot's chances of attracting new enterprises. We adopt a "rising tide lifts all boats" approach, focusing on businesses that enhance quality of life and strengthen the tax base. By assessing Minot's current retail landscape, we'll identify market gaps and tailor our efforts to fill them effectively.



John Tiedt

Director, Community Partnerships
Retail Strategies
202-436-1466

Industry Involvement





Executive Summary: Scope of Services

1 Research and Comprehensive Market Analysis

- Identify market retail trade area using political boundaries, drive times and radii and custom boundaries
 - Conduct a mobile data study for all major commercial districts.
 - Market retail trade analysis is preferred to include data and assessment of Minot's draw from Canada.
 - Perform market and retail GAP analysis for trade area (i.e. leakage and surplus).
 - Provide competition analysis of identified target zones and trade areas.
 - Customized retail market guide including aerial map with existing national retailer brands and traffic counts.
 - Analysis of future retail space requirements in relation to the retail market analysis, including the market's growth potential and trends in the retail industry.
 - Identification of at least 30 retail prospects to be targeted for recruitment.
 - Provide periodic updates on retail industry trends.
-

2 Boots on the Ground, Real Estate Analysis, Local Brokerage Outreach

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
 - Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities
 - Identification of priority business categories for recruitment and/or local expansion
 - Target List of Retailers and Restaurants (minimum of 30). National and Regional
 - Aerial imagery of trade area(s)
-

3 Retail Recruitment, Representation, and Outreach

- Conduct two day, in-market workshops, holding focus group and stakeholder meetings
- Proactive retail recruitment for entire community
- Provide updates on retail industry trends
- Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email.
- Quarterly Business Reviews will be conducted on a quarterly basis to provide an aggregate update on our market efforts
- ICSC and Retail Live conference representation- updates provided according to the yearly conference schedule
- Customized Marketing Guide (four pages)
- Active outreach to local brokers and landowners



A Proven Process

Your Timeline



Market Analysis

The first step is to understand who your consumers are, not just your constituents. Utilizing mobile data, we can uncover where people are coming from and what is their buying power.



Real Estate Assessment

Every retail site in your market will be catalogued by your team at Retail Strategies; shopping centers needing to be backfilled, open land ready for development, or under-utilized retail space all will be assessed by a licensed real estate professional.



Retail Strategy

Based off your data, real estate assets, community input and retail trends, we will develop a retail strategy with specific restaurant, grocery, home improvement, entertainment, and hospitality prospects that are the right fit for your community.



Business Attraction and Community Representation

This is where the rubber meets the road with human effort. Minot will receive a dedicated team to represent your city by connecting with retailers, brokers, property owners, tenant reps and any other industry players.





What you receive:

Our primary data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.



An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.



Scope & Approach: Real Estate Assessment

Data and maps don't tell your real estate story. Your team of retail real estate professionals travel to your community to uncover your strategic and underutilized real estate assets. Some of the site metrics we catalogue are:

- Available Commercial Property
- Off-Market Commercial Property
- New Development Sites
- Site Access
- Parking
- Signage/Visibility
- Co-Tenancy
- Existing Retailers



Site Selection Criteria

Type of Retailer	Food & Beverage
Demographic Radius Ring Requirement:	3
Minimum Population Requirement:	50,000
Household Income Requirement	\$50,000
Traffic Count	20,000 VPD
Number of SF or AC:	1,100 SF-4,500 SF
Location Comments:	Need 2-3 Acres at the best site in town with excellent access, visibility, and traffic. Employs on average 44 people. Average Sales Volume \$9,300,000.

Your team gets to know property owners, developers, and local brokers who represent these properties. Your team works with all of these as a service provided by the city.

Real Estate is the key to every retail business expansion.

In addition to recruiting more than 700 business into client communities, the Retail Strategies team has corporate experience with some of America's top retailers. This experience means that Retail Strategies has some of the deepest understanding of retail site selection criteria in the United States.

Retail Strategies is the **only** retail consulting firm with over 250+ years of retail real estate experience. We utilize our collective knowledge to provide the most thorough, and creative, assessment of your community.

The Retail Strategies team is the **only** retail consulting firm with 25+ licensed real estate agents and 5 Certified Commercial Investment Members on staff.

Redevelopment for highest and best use

Land for new development

Existing vacant space



Scope & Approach: Retail Strategy

At the end of our discovery process - we combine your data, analytics, real estate, and community vision to create your Retail Recruitment Plan and Strategy.

This **70+ page document** highlights our research on the community, demographic information, retail analysis and our Boots on the Ground real estate analysis.

Identified are the top prospects where our team of experts will perform outreach to match your real estate and market opportunities.

Strategy Presentation

Retail Strategies will present the plan for approval before implementation. As your partner, your buy-in is vital to our efforts and our success.

Once approved, your dedicated team will kick into high gear to connect with the retail, restaurant, hospitality and real estate community to move the needle on business recruitment.

Marketing Guide

Marketing flyers are a condensed version of the recruitment strategy that can be shared in your community. Marketing Guides showcase critical market data and real estate information to illustrate the top facts industry professionals need to know about your community. Client cities can upload these documents to their website, keep printed versions in their office, and distribute them to interested parties.





Scope & Approach: Retail Recruitment

Once a plan is delivered, it does not sit on a shelf. It is implemented using the human effort that yields results. Your team acts as an extension of your staff to proactively recruit the right retail into your community.

Outreach

Your dedicated team will use the information gathered and presented in the Retail Strategy to engage in conversations with developers, tenant reps, and commercial real estate brokers. Retail Strategies utilizes the network of all 65 employees to facilitate conversations with brands that are aligned with your community's assets and opportunities.



Conference Representation

Each year our team attends more than a dozen retail real estate conferences including ICSC Midwest, ICSC Las Vegas and RetailLive!

At the conferences we will conduct meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Your team will use these conferences to build and maintain relationships on your community's behalf, provide your community with updated trends, and understand the growth strategy of retail brands.



Objective Real Estate Expertise

While each individual real estate broker or local property owner is most concerned with their individual portfolio, Retail Strategies will be concerned with Minot's best interest on these sites. Instead of backfilling a site with another mattress store or dollar general we will work with the local brokerage community to fill sites with retailers your constituents want that will grow the retail base.



Retail Recruitment Key Personnel



Kam South, PhD
Senior Portfolio Director
ksouth@retailstrategies.com

Kam South is a senior portfolio director at Retail Strategies serving as a liaison with community leaders in client cities throughout the Midwest. With his team, he serves Nebraska, Oklahoma, & Kansas in this role, Kam serves as the main point of contact between the Retail Strategies team and its clients and makes outreach to real estate professionals on behalf of the community.

He earned his master's degree in Hospitality and Tourism Management from Florida Atlantic University and received his bachelor's degree in Political Science and Government Affairs from Miles College. Kam earned his Ph.D. in Policy Analysis and Management from Cornell University.



Stephen Dendy
Retail Development Associate
sdendy@retailstrategies.com

Stephen Dendy focuses on retail recruitment and identifies retail, restaurant, and hospitality companies to fill the gaps within his clients.

With a strong background in real estate and client service, Stephen has consistently demonstrated his ability to manage high-volume projects and coordinate efficient workflows. His tenure at The Gray Group, Keller Williams Realty, showcased his expertise in market analysis, client advisement, and team development, where he played a critical role in increasing gross sales significantly. Known for his innovative approach and effective communication skills, Stephen excels in fostering strong client relationships and delivering outstanding results. He holds a degree and real estate license from the University of Alabama.



Ashton Rosen
Communications Manager
arosen@retailstrategies.com

Ashton supports communications between our Retail Development Coordinators, Portfolio Directors, and municipal clients, ensuring they are well-informed about the latest retail trends. He will work with clients in a dozen states.

Ashton began as an intern, gaining valuable insights into the world of retail real estate. His dedication and passion for the industry were evident from the start. With a focus on effective communication and a deep understanding of our company's mission, Ashton is a crucial asset to our team.



Courtney Hall
Chief Marketing Officer
chall@retailstrategies.com

Courtney joined the Retail Strategies team in 2019. In her role as Chief Marketing Officer, she is responsible for overseeing the planning, development and execution of the company's marketing initiatives.

Prior to working for Retail Strategies, Courtney worked for Buxton where she worked with county officials as well as retail and healthcare executives to help with site selection and real estate growth. She graduated from Texas Tech University with a degree in Marketing. She is an avid runner and enjoys spending time with her twin daughters.



Executive Support Team



Robert Jolly
Principal & CEO
[205] 913-0276
robert@retailstrategies.com

Robert Jolly co-founded Retail Strategies in 2011 and since then has overseen development of numerous retail projects and has assisted some of the most well-known tenants in the United States with their expansion into new markets.

Robert brings years of experience with previous sales and management positions at Eason, Graham, and Sandner, Inc., and Black and Decker Corporation. He was the Birmingham Commercial Rookie of the Year in 1998, named one of the "Top 40 Under 40" in 2004, and "Who's Who of Commercial Real Estate" in 2005 and 2010. Over the course of his career Robert has leased, managed, and developed millions of square feet of retail space.

Robert graduated from the University of Alabama majoring in marketing and English. He is a member of ICSC and in 2008 earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute. Robert holds a broker's license in Alabama, Mississippi, Georgia, Florida, Tennessee, Louisiana, South Carolina and Oklahoma.



Lacy Beasley
President
[615] 330-7987
lacy@retailstrategies.com

Lacy serves as President of Retail Strategies. She has been involved in retail real estate since 2005. Her experience with The Shopping Center Group and the Dickson County Chamber of Commerce prior to joining Retail Strategies provides her with the insight to understand the connections needed from the public and private side of the conversation.

A graduate of Lipscomb University, she earned her double major in Marketing and Management. Beasley is the ICSC TN Government Relations Chair and has served on committees with CCIM, EDAA, and multiple ICSC planning committees. Her articles have been published in Shopping Centers Today, Site Selection Magazine and AL Retail Federation.

Lacy has spoken on retail trends and best practices in retail recruitment at more than 75 events including ICSC, American Association of Retirement Communities, American Public Power Association, Tennessee Valley Authority, Electricities of NC, Georgia Power, Southeastern Economic Development Council and state-wide economic development and municipal associations in AZ, LA, OK, TN, AL, MS, KY and GA.



Mead Silsbee
Principal & CFO
[205] 410-9456
mead@retailstrategies.com

Mead Silsbee co-founded Retail Strategies in 2011 and brings over a decade of real estate experience to the company. Most recently Mead worked on the retail team at Eason, Graham, and Sandner, Inc. in Birmingham, Alabama. Over the course of his career Mead has leased, managed, and developed millions of square feet of retail space.

Mead graduated from the Randolph-Macon College in Ashland, Virginia where he earned a bachelor's degree in history and economics. In 2008, he earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute and is a member of the International Council of Shopping Centers (ICSC).



Scott vonCannon
COO
[205] 482-1347
scott@retailstrategies.com

Scott vonCannon came to Retail Strategies from Nashville, TN with an extensive background handling economic and community development marketing initiatives. He brings over 5 years of experience working with State officials, Economic Developers, Chambers of Commerce, and municipalities to help promote business growth within Cities, States and Regions around the Country. Scott graduated from Auburn University with a bachelor's degree in Business Administration with a concentration on Marketing. Scott has been an ICSC member for over 3 years and serves as the ICSC P3 Retail Private Sector Chair in Alabama. He also serves on the AL EDAA Retail Committee. Scott is a licensed real estate professional and has completed working to obtain his CCIM designation.

Scott has presented on retail trends and best practices to over 50 municipal, economic development, chamber of commerce and regional groups throughout the Southeast. He has worked with numerous developer, retailers and brokers throughout the Southeast and Sun Belt region. He and his team has assisted in the recruitment of over 45 retailers to our client markets.



Team and Communication

Your Portfolio Team

With over 250 years of collective retail real estate experience, Retail Strategies maintains a 5-1 client to staff ratio. Each Portfolio Team is an expert in their client community's region. As portfolio teams work in their territory, information is constantly being shared. If another Portfolio team meets with a retailer that reveals expansion plans in your territory, we can quickly connect the dots.



Kam South, PhD

Senior Portfolio Director



Stephen Dendy

Retail Development
Coordinator



Clay Craft

Vice President,
Client Services



John Tiedt

Director, Community
Partnerships



Ashton Rosen

Communications
Manager

Communication

Our process is built around creating a relationship with you. Through our partnership we will be able to harness your local knowledge and pair it with Retail Strategies' resources and connections to make an economic impact. In addition, this free flow of communication will always allow you to share feedback with our team.

Reporting & Collaboration

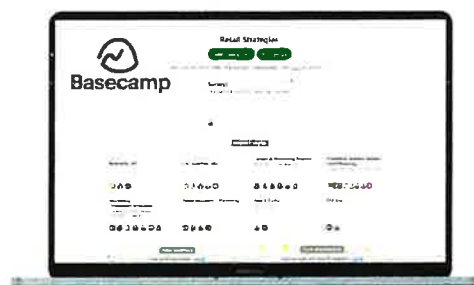
Your dedicated point of contact will be available to answer questions, give feedback, and collaborate on economic development endeavors. Your portfolio team will provide quarterly business reports with insights into active deals.

Retail Trends

Retail is constantly evolving and changing. Every day, we are processing new information and converting it into insights for our client communities. Throughout the life of our partnership, we will continuously provide updates on industry trends and expansion.

Transparency

Retail Strategies utilizes a web platform, Basecamp 4, to record and share information shared with our Clients. This platform is username and password protected and keeps our partnership organized.





retail strategies

Success and Experience



\$46M

Annual Sales Tax
in Client Communities

800+

Retailers Recruited

13,280

Jobs Created
(Estimated)

References

John Feary

City Manager
Claremore, OK
(918) 671-8784
citymanager@claremore.com

Matt Brooke

City Manager
Clinton, IA
(563) 594-6742
mattbrooke@cityofclintoniowa.us

Greg McDanel

City Manager
Maryville, MO
(660) 562-8001
gmcdanel@maryville.org



Pricing

Investment

We appreciate the opportunity to partner with Minot.

Our services will help reduce your annual retail leakage, pay a return by adding jobs, increase sales tax revenue, and new businesses that enhance your community

Every component of our service outlined in this RFP is included in our proposed budget. There are no additional travel costs or commissions.



Service	Fees
Retail Data & Market Analysis	\$25,000
Retail Recruitment Services	\$25,000
Total	\$50,000



We are happy to break down our estimated hourly commitment as requested in the RFP.

Our decades of experience in consulting with governments has led us to create a flat fee schedule that allows our clients to easily budget for our services without any surprises. The following illustrates estimated rates and hours for the team members closely associated with your community.

Member	Role	Team	Rate	Hours
Kam South	Portfolio Director	Core	\$100	200
Stephen Dendy	Retail Recruitment	Core	\$75	200
Ashton Rosen	Communications	Core	\$50	150
Staff	Marketing	Admin	\$50	150



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: February 3, 2025

**SUBJECT: CONTRACT WITH SHORT ELLIOT HENDRICKSON, INC. (SEH) FOR
AIRPORT SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION
(PROJECT NUMBER 2025500000)**

I. RECOMMENDED ACTION

1. It is recommended City Council approve the Snow Removal Equipment (SRE) Acquisition assistance proposal to be conducted by Short Elliott Hendrickson Inc. (SEH);
2. Approve the budget amendment on first reading for SRE acquisition;
3. Allow City Staff to apply for the Federal and State grants associated with this project; and
4. Authorize the Mayor, City Attorney, and Airport Director to sign the necessary documentation.

II. DEPARTMENT CONTACT PERSONS

Jennifer Eckman, Airport Director, 701-857-4739
Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

This project will replace existing airport snow removal equipment that has reached the end of its useful life. The existing High-speed plow HB2723 (Unit 326) needs replacement. The equipment is antiquated and parts have become obsolete, making the machine unreliable and no longer cost effective to repair.

Per FAA standards, adequate snow removal equipment is required for snow and ice control at airports. For MOT, the clearance standard is one half hour to clear one inch of snow in all Priority 1 areas. Priority 1 areas include RW 13-31, Commercial Apron, ARFF station and Apron, and related Taxiways. New state-of-the-art equipment is needed to achieve the FAA mandated removal times.

B. Proposed Project

The proposed project will include the acquisition of snow removal equipment to replace the aging equipment. The new plow unit will allow airport operations to meet required FAA snow removal times in a cost-efficient manner.

The acquisition project will include project formulation, specification package development, FAA specifications/Buy American requirements review, construction bidding document coordination and bidding, contract award and grant application, pay applications, and FAA reporting and closeout report.

C. Recommendation Detail

Because of the aging equipment and the extensive time it takes for equipment to be procured, it is recommended that City Council approve the initial steps for design and acquisition of new equipment.

IV. IMPACT

A. Aspirations

Safe and welcoming.

B. Service/Delivery Impact:

By acquiring new SRE, this project will allow for continued safe operations for commercial and general aviation at the Minot International Airport.

C. Fiscal Impact

The anticipated cost of this project is outlined below:

Project Costs

SEH Professional Services	\$25,400
Equipment Acquisition Costs	\$1,074,600
TOTAL	\$1,100,000

Project Funding

Federal Grants (95%)	\$1,045,000
State Grant (2.5%)	\$27,500
Local Funds (2.5%)	\$27,500
TOTAL	\$1,100,000

The local funding will come from items approved in the 2025 budget that staff is requesting to be reallocated to this equipment acquisition. Project expenses are anticipated to be reimbursed at 95 percent from a 2025 FAA grant and 2.5 percent from a NDAC grant.

VI. ALTERNATIVES

1. City Council could recommend not acquiring new equipment. The result will be increased operational costs, equipment repair costs, equipment down time, and reduced runway clearing times, which could potentially violate federal grant requirements.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective August 31, 2021, this Supplemental Letter Agreement dated January 20, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 SRE High Speed Plow Acquisition (AIP 3-30-0037-075-2025).

Client's Authorized Representative: Maria Romanick

Address: 515 2nd Avenue Southwest, Minot, North Dakota 58701, United States

Telephone: 701-857-4724

email: maria.romanick@minotnd.org

Project Manager: Shawn McMahon

Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110

Telephone: 651-925-7541

email: smcmahon@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 June 30, 2026. 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 \$25,400.00 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

By: 

Full Name: Shawn McMahon

Title: Regional Practice Center Leader

By: _____

Full Name: _____

Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Minot, North Dakota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 20, 2025

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.

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.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

ATTACHMENT A
Minot International Airport (MOT)
SRE Equipment Acquisition (High-Speed Snowplow)
Scope of Work
Specification Development, Bid Coordination, Acquisition, and Closeout
AIP 3-30-0037-075-2025

General – This funding will be used to purchase a new high-speed snowplow that will be used for airside snow removal operations as identified in the Capital Improvement Plan (CIP) for the Minot International Airport and in accordance with the airport's Snow and Ice Control Plan (SICP).

The acquisition of the high speed snowplow equipment will replace aging equipment, specifically the existing 2003 Oshkosh High Speed Snowplow HB2723 (Unit 326), which is beyond its minimum useful life of 10 years as outlined in Table 3-7 of the AIP Handbook, Order 5100.38D. Furthermore, this piece of equipment is obsolete, with parts being difficult to obtain. The new plow acquisition will comply with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airports and AC 150/5220-20A Airport Snow and Ice Control Equipment

The breakdown of estimated costs for equipment acquisition is as follows:

High Speed Snowplow - \$800,000

Project Deliverables – The project deliverables of this scope include the following:

1. Project formulation
2. Specification package development
3. FAA specifications/Buy American review
4. Construction bidding document coordination and bid
5. Contract award and grant application
6. Pay application process
7. Project management
8. FAA reporting and closeout report

This work scope includes:

Work Element 1: Project Formulation

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. The scope of work will be presented to FAA for review and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete the project and grant pre-application documentation, cost breakdowns, and eligibility determinations for the approved scope of work.

Task 1.3 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 1.4 – Environmental Determination – The CATEx has been approved by FAA and no additional effort is scoped.

Work Element 2: Specification Package Development

Elements of the specification development will be prepared per applicable FAA Advisory Circulars (AC), Orders, Regulations and Policy Memorandums. The consultant shall provide service to include development of contract documents and specifications for SRE acquisition to meet procurement guidelines associated with the FAA Airport Improvement Program. SRE and accessories acquisition shall meet the requirements of SAE ARP 5564 as defined under FAA AC 150/5220-20A Airport Snow and Ice Control Equipment and FAA AC 150/5200-30D Airport Winter Safety and Operations.

Specific tasks included with this work element include:

Task 2.1 – Engineer’s Design Report (EDR) – SEH will complete an engineer’s design report sharing project justification, equipment acquisition intent, cost estimates, schedule, and project budget analysis. The EDR will follow steps required in AC 150/5220-20A on selection of components and recommended specification sections.

Task 2.2 – Specification Bidding Documents – SEH will develop and compile the specifications and bidding documents for procurement of the plow unit. The specification package will include a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications, and newly published federal provisions. SEH will complete 65%, 90% and 100% design documents. Consideration will be given on delivery time for equipment associated with penalties. Documents will include at a minimum; instruction to bidders, clauses, procurement contract agreement, bonds, state and federal provisions, and Buy American process and forms.

Work Element 3: FAA Specifications/Buy American Review

Task 3.1 – FAA Coordination – SEH will coordinate with the FAA on submitting a 90 percent complete set of specifications for FAA review.

Task 3.2 – Review and Address FAA Comments – SEH will review and address all FAA comments on the specifications and develop documentation to track any comments received and how those comments were addressed.

Task 3.3 – Coordinate Buy American Compliance, Review, and Waiver – SEH will follow the following steps as required by FAA ADO staff to meet required FAA contract provisions for Buy American requirements.

Step 1 – Include the contract provision for AIP in the bid document.

Step 2 – Review bid documentation for compliance with the Buy American.

Step 3 – If necessary, request a waiver from the FAA prior to awarding the contract.

Step 4 – Receive Buy American waiver.

Step 5 – Proceed with the project.

Work Element 4: Construction Bidding Document Coordination and Bid

Task 4.1 – Coordinate and Manage Bid Documents – SEH will coordinate and manage the bidding documents, advertisement for bids, and bid opening.

This includes effort for answering bidder's questions and coordinating addendums, if needed.

Task 4.2 – Bid Opening – SEH will coordinate opening of bids. The bid opening will be held virtually.

Work Element 5: Contract Award and Grant Application

Task 5.1 – Bid Review and Tabulation – The Consultant will advise the Airport as to the acceptability of subcontractors, suppliers, and other organization proposed by the bidder. Consultant will prepare a spreadsheet that includes bid items for the purpose of evaluating the lowest bidder. The consultant will enter the as-bid unit prices into the spreadsheet and verify computations of the bids.

Task 5.2 – Recommendation of Award– The Consultant will prepare a recommendation of award based on bids received to be considered at City Council for the equipment.

Task 5.3 – Contracts – The Consultant will prepare and coordinate completion of the contracts between the equipment vendor and City of Minot for the selected equipment. The engineer will issue a letter to the unsuccessful bidders returning the bid sureties, distributing the bid summary, and describing the bid results after the equipment contract is executed.

Task 5.4 – Grant Application – The Consultant will prepare the FAA grant application (either AIP or BIL funding) and assist City of Minot with submittal to FAA.

Work Element 6: Purchase Order Process

Task 6.1 – Purchase Order Coordination –This task includes SRE acquisition, and equipment reception, confirmation, and payment application coordination.

The manufacturer is responsible for conducting tests to ensure that its snow removal and ice control equipment meets the operational and performance requirements it advertises. The manufacturer must submit certified records of these compliance tests with each response to an invitation to bid. Equipment tests must be conducted on standard production models and not on specially constructed prototypes. a. Pre-testing. Examine each test carrier vehicle to ensure that it is a standard production model and not a specially constructed unit made specifically for the test. Prior to testing, all controls, adjusting mechanisms, hydraulic systems and other assemblies must be operated to ensure against leaks, restrictions, and malfunctions. Once assured that the unit is fit, actual testing may begin. b. Additional testing. The purchaser may consider conducting his or her own operational performance tests on equipment prior to acceptance. In such cases, the manufacturer should have the opportunity to witness the performance of such tests, but the costs for such testing and interpretation of results is the sole responsibility of the purchaser. Test the carrier vehicle in accordance with (1) this paragraph and (2) any referenced SAE ARP(s) for the specified equipment the carrier vehicle is to support. Conduct the following temperature, performance, and compliance tests when acquiring a carrier vehicle.

Work Element 7: Project Management – This task includes the overall project management of Work Elements 1 through 6 noted above. Project management includes administration of the project, any team meetings, agency and Sponsor meetings, and related project administration tasks.

Task 7.1 – 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 7.2 – Meetings – This task includes two design review meetings with Airport and FAA to solicit input on the design efforts. Meetings will be virtual and attended by two SEH staff members.

Task 7.3 – Documentation – The engineer will process the following paperwork for the project: pay requests, change orders, Buy American, SF 271/ SF 425 annual reports, schedule updates, and other documents as needed. The sponsor shall provide Engineer with their approved DBE plan which includes consultant services and equipment purchases as components to consider in an AIP project and compliance to DBE rules.

Work Element 8: FAA Reporting and Closeout Report

Task 8.1 – FAA Quarterly Reports – The Consultant will complete quarterly reporting as required by FAA to report status of grant for the duration of the grant activity specifically concerning the SRE portion of the grant.

Task 8.2 – Federal Closeout Report – The Consultant will prepare a “Project Closeout Report” as required by the FAA and using “Sponsors Guide to Quality Project Closeout Report Requirements” (FAA Publication). The closeout effort will be specific to the equipment acquisition. The closeout will also include a DBE summary, executive summary, warranty review, and other required documentation within four-year period of performance. DBE summary report, executive summary, warranty information, and owner’s manuals will be included the report within the four-year period of performance.

Project Schedule

January 2024	Acquisition Proposal considered at Council
Within 60 Days of Notice to Proceed	Advertise for bids
Within 30 Days of NTP	Bid opening
Within 30 Days of Bid Opening	City Council to consider bids and award
Within 14 Days of Council Action	Grant application (Tentatively April 2025)
June 1, 2026	Anticipated equipment delivery
December 31, 2026	FAA closeout report

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
SRE EQUIPMENT ACQUISITION (HIGH SPEED SNOWPLOW UNIT)
MINOT INTERNATIONAL AIRPORT (MOT)
CITY OF MINOT, ND
AIP 3-30-0037-075-2025

Task No.	Task Description	Project Manager	Project Engineer	Aviation Planner	Admin Technician
Project Formulation					
1.1	Scoping, Review, and Coordination	2	1	1	1
1.2	Project Formulation	1		1	
1.3	General Scope of Work	1	1		
1.4	Environmental Determination				
Specification Package Development					
2.1	Engineer's Design Report	2	5		
2.2	Specification Bidding Documents	2	8		4
FAA Specifications/Buy American Review					
3.1	FAA Coordination	1	3	1	
3.2	Review and Address FAA Comments	1	2		
3.3	Coordinate Buy American Compliance, Review and Waiver	2	6		
Construction Bidding Document Coordination and Bid					
4.1	Construction and Manage Bidding Documents	2	8		
4.2	Bid Opening	1	1		2
Contract Award and Grant Application					
5.1	Bid Review and Tabulation	1	3		1
5.2	Recommendation of Award	1	2		
5.3	Contracts	1	4		4
5.4	Grant Application	2	6		2
Pay Application Process					
6.1	Purchase Order Coordination	1	5		
Project Management					
7.1	Overall Project Management	2	2		
7.2	Meetings	2	2	2	
7.3	Documentation	2	5	2	
FAA Reporting and Closeout Report					
8.1	FAA Quarterly Reports		3		
8.2	Federal Closeout Report	1	10		4
	Total hours per labor category	28	77	7	18

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	28	\$81.40	\$2,279.20
Project Engineer	77	\$49.75	\$3,830.75
Aviation Planner	7	\$87.65	\$613.55
Admin Technician	18	\$35.44	\$637.92
Total Direct Labor Costs:	130		\$7,361.42
Overhead (191%)			\$14,060.31
Total Labor Costs			\$21,421.73
Fixed Fee on Labor Costs (15%)			\$3,213.26

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charges	130	\$5.55	\$721.50
Reproductions / Miscellaneous	1	\$50.00	\$50.00
Total Expenses			\$771.50

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$25,406.49
Estimated Total	\$25,400.00

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of 8/31/21 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 a 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 subtier 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 identity, 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.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO ADJUST THE
AIRPORT OPERATING AND CAPITAL EXPENDITURES FOR THE PURCHASE
OF SNOW REMOVAL EQUIPMENT.**

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

§1: An ordinance amending the 2025 annual budget to adjust the
Airport operating and capital expenditures for the purchase of snow
removal equipment:

11000000-33200	2025500000	\$1,045,000
11000000-33500	2025500000	27,500
11050000-57500	2025500000	1,100,000
11050000-44320		(7,500)
11050000-44350		(9,000)
11050000-43050		(5,000)
11050000-46102		(6,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: February 3, 2025

**SUBJECT: 8TH AVE SE AT BURDICK EXPWY E PAVEMENT MARKING
CONSIDERATIONS (4867)**

I. RECOMMENDED ACTION

It is recommended City Council adopt the three-lane roadway configuration for 8th Avenue SE between Burdick Expressway E and 20th St SE.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

8th Avenue SE between Burdick Expressway E and the Souris River is slated for a resurfacing as part of the 2025 Street Seal project.

B. Proposed Project

The Engineering Department is proposing to convert the 8th Avenue SE lane configuration from Burdick Expressway E to 20th Street SE from a four-lane roadway to a three-lane roadway. Combining lane reconfiguration projects with roadway resurfacing projects is a great way to minimize costs as new pavement markings will need to be applied as part of the resurfacing project.

C. Recommendation Detail

Modern transportation design priorities left-turn lanes over additional through travel lanes. Studies by the Federal Highway Administration have shown that four-lane to three-lane conversions are anticipated to reduce crashes by 19% to 47%.

IV. IMPACT

A. Aspirations

Excellent and Connect
Resilient and Prepared

B. Service/Delivery Impact:

The three-lane conversion is anticipated to improvement safety for all traveling public.

C. Fiscal Impact

The Engineering Department is proposing to incorporate the 8th Avenue SE three-lane conversion as part of the 2025 Street Seal project. This will keep costs to a minimum.

VI. ALTERNATIVES

Council could elect to reject the proposed three-lane roadway configuration, the Engineering Department would then reinstall the existing four-lane configuration as part of the 2025 Street Seal construction project.



January 27, 2025

North Dakota Department of Transportation

- Minot District
- Traffic Operations

Re: 8th Avenue SE Lane Configuration west of Burdick Expressway E (US Highway 2 Business)

Purpose

The purpose of this memorandum is to evaluate and provide a recommendation for a lane configuration of 8th Avenue SE west of Burdick Expressway E in Minot, ND.

Existing Lane Configuration

8th Avenue SE west of Burdick Expressway E to 20th Street SE (approximately 600-feet) is a four-lane roadway. This includes a westbound right-turn lane drop at 20th Street SE and an eastbound right-turn lane drop at Burdick Expressway E. West of 20th Street SE, 8th Avenue SE is a two-lane roadway. A graphic depicting the existing lane configuration is shown below in Figure 1.

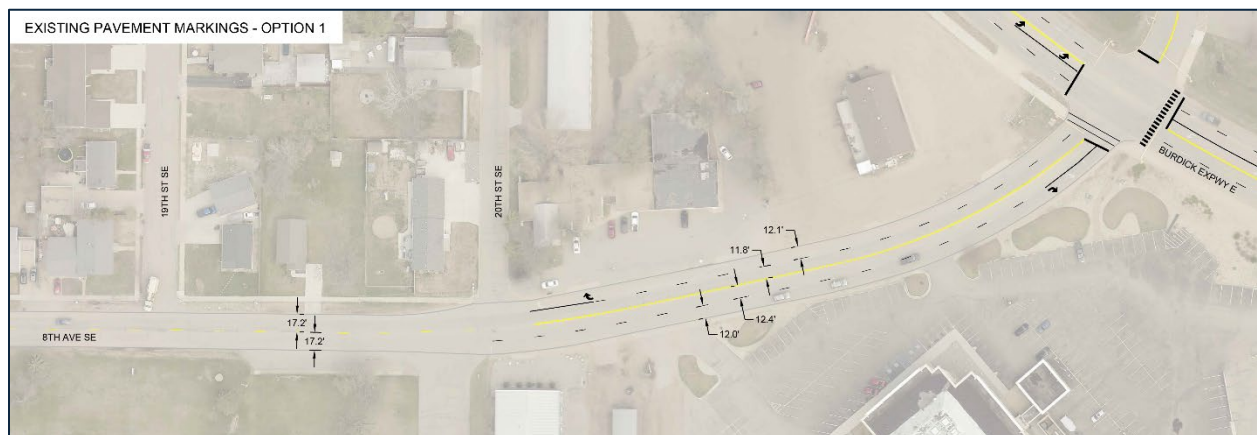


Figure 1 - Existing 8th Avenue SE Lane Configuration



701.857.4100
701.857.4111



P.O. Box 5006
Minot, ND 58702

Proposed Lane Configuration

The City of Minot Engineering Department is proposing to revise the 8th Avenue SE lane configuration between Burdick Expressway to 20th Street SE to a three-lane roadway layout. The eastbound 8th Avenue SE approach at Burdick Expressway would change from a shared left/through-lane and dedicated right-turn lane to a dedicated left-turn lane and shared through/right-turn lane.

8th Avenue SE west of 20th Street SE would remain a two-lane roadway. A graphic depicting the existing lane configuration is shown below in Figure 2.

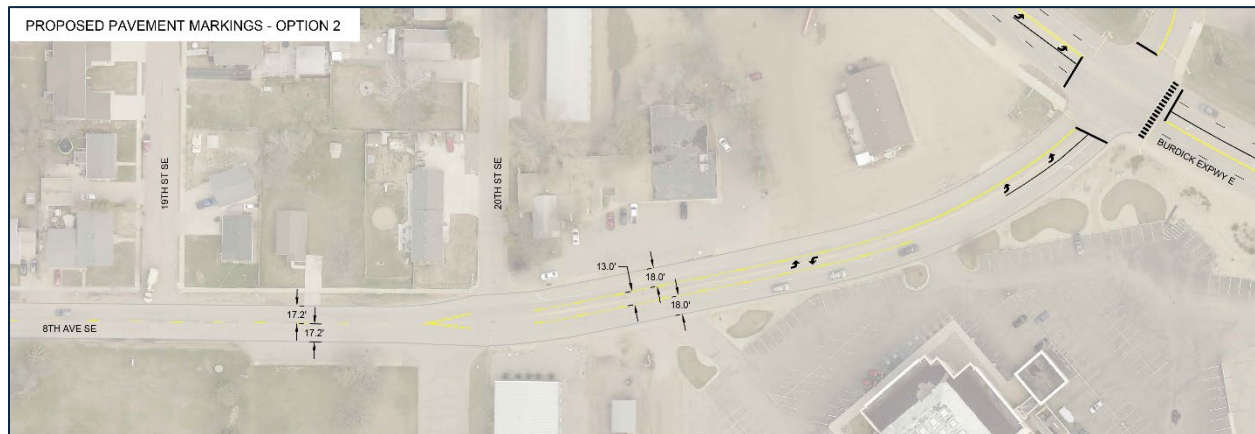


Figure 2 - Proposed 8th Avenue SE Lane Configuration

Safety Analysis

No obvious crash trends are prevalent for either the 8th Avenue SE between Burdick Expressway to 20th Street SE segment nor the Burdick Expressway and 8th Avenue SE intersection. Overall, nine crashes have occurred at the signalized intersection from 2019 through 2023. There have been zero pedestrian related crashes during that timeframe.

Four-lane to three-lane roadway conversions have proven to be an effective safety measure. From the Federal Highway Administration, three-lane roadway conversions have shown to reduce crashes by 19-to-47 percent.

Traffic Count

The North Dakota Department of Transportation completed a comprehensive traffic count over October 26-27, 2022. Reviewing this information has the following notable characteristics:

- ✖ Burdick Expressway E has an ADT of 10,500 to 12,000.
- ✖ 8th Avenue SE west of Burdick Expressway E has an ADT of 2,575.
 - Of the 1250 eastbound vehicles, 1050 are taking an eastbound right-turn movement.
- ✖ North approach to the ND State Fairgrounds has an ADT of only 475 vehicles.

Figure 3 depicts traffic count information.

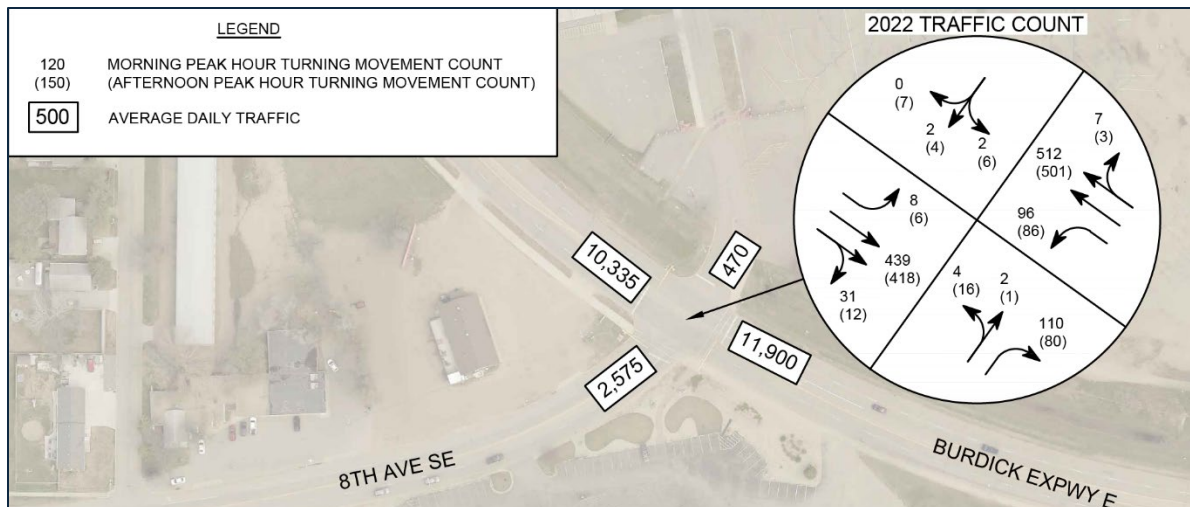


Figure 3 - Burdick Expressway E and 8th Avenue SE Traffic Count

State Fair

During the North Dakota State Fair, the approach into the fairgrounds from the Burdick Expressway E and 8th Avenue SE intersection is closed to both inbound and outbound traffic. So under both the existing and proposed 8th Avenue SE eastbound lane configuration options, there remains a left-turn movement lane and a right-turn movement lane.

Capacity Analysis

Given the low amount of eastbound 8th Avenue SE left-turning and through traffic on a typical day. The movement and approach level of service changes very minimally for both the morning and evening time peak time periods given the existing and proposed lane configurations.

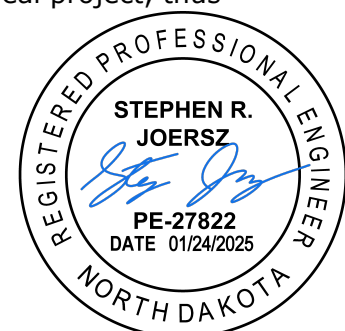
In other words, the switch from a dedicated eastbound 8th Avenue SE right-turn lane to a shared thru/right-turn lane has a minimal effect on traffic operations due to the lack of thru related volume that would otherwise block or delay the predominant right-turn movement.

Summary

It is recommended that the City of Minot reconfigure the 8th Avenue SE segment between Burdick Expressway E and 20th Street SE from a four-lane roadway to a three-lane roadway, complete with a two-way left-turn lane in the center.

There really is no capacity issue that will be reduced nor existing crash tendency that will be eliminated as part of a lane reconfiguration of 8th Avenue SE. But what this would do is configure 8th Avenue SE using today's guidance and standard practice, one aligns with the Safe System Approach. The City of Minot has the opportunity to complete the roadway reconfiguration in a proactive manner as part of the 2025 Street Seal project, thus minimizing costs.

Stephen Joersz, PE, PTOE
Traffic Engineer, City of Minot



8TH AVENUE SE WEST OF BURDICK EXPWY E

Proposed Lane Configuration



1



2025 STREET SEAL

LEGEND

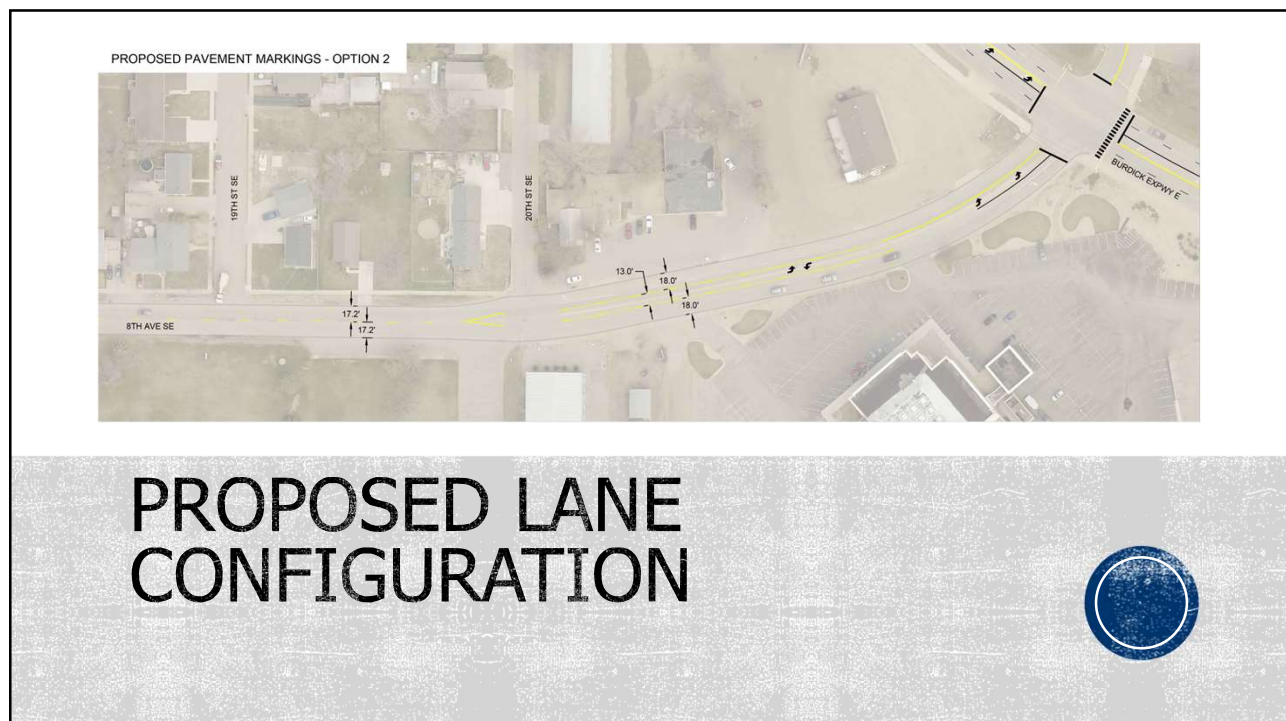
- CRACK SEAL, CHIP SEAL, AND FOG SEAL
- CRACK SEAL ONLY
- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- GATE VALVE



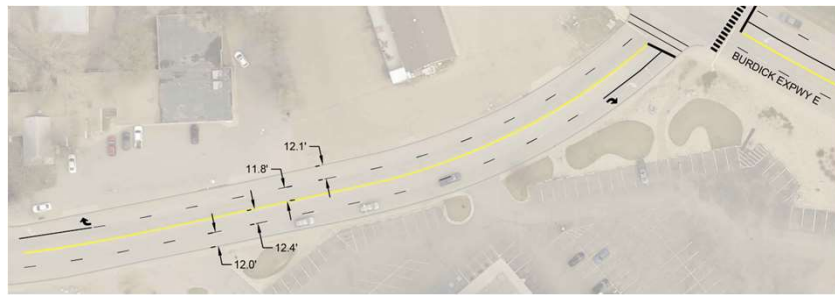
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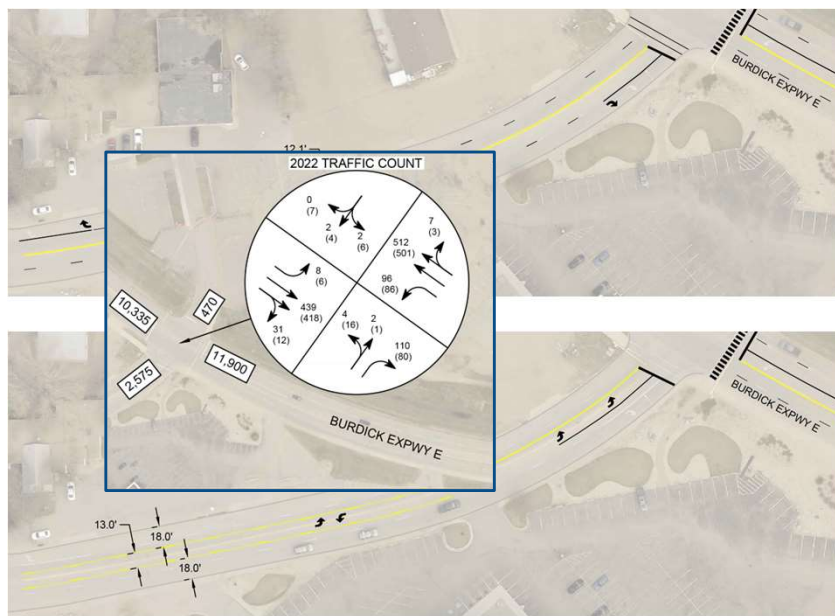
MODERN TRANSPORTATION DESIGN

Safe Systems Approach and FHWA Proven Safety Countermeasure by Converting 4-Lane Roadways to 3-Lane Roadways

Prioritizing Left-Turn Lanes over Additional Through Lanes

4-Lane to 3-Lane Conversions tend to reduce crashes by 19-47%

5



BACKGROUND INFORMATION

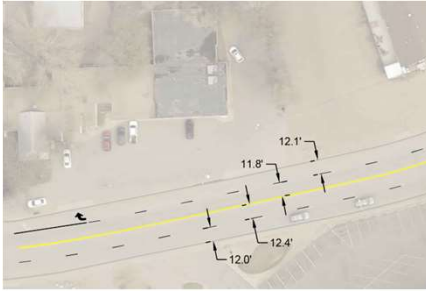
Traffic Data

> 80% of 8th Ave SE Traffic is To/From East on Burdick Expwy E

Crash Trends

10 Crashes in 5 Years (2019-23)
No Obvious Trends

6






BACKGROUND INFORMATION

State Fair

North Entrance to Fairgrounds is closed during the State Fair

Eastbound 8th Ave SW would remain

- ✖ 1 Left-Turn Lane
- ✖ 1 Right-Turn Lane

7




SUMMARY

2025 Street Seal

Pavement Markings need to be Reapplied as part of Project

Modern Transportation Design

Safe Systems Approach and FHWA Proven Safety Countermeasure

- Converting 4-Lane Roadways to 3-Lane Roadways
- Prioritizing Left-Turn Lanes over Additional Through Lanes
- 4-Lane to 3-Lane Conversions tend to reduce crashes by 19-47%

8



QUESTIONS?





TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: February 3, 2025

SUBJECT: FALL CLEANUP WEEK DISCUSSION

I. RECOMMENDED ACTION

It is recommended City Council approve eliminating the curbside pick-up portion of the fall clean up event.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768
Josh Kraft, Sanitation/Landfill Superintendent, 701-857-4144

III. DESCRIPTION

A. Background

Providing a cleanup week for over 13,000 accounts takes a team of equipment, manpower and resources. Since sanitation crews are busy providing service on their usual collection routes, the burden of cleanup is taken on by other city departments. The vast majority of the effort is performed by employees from the Street and Stormwater Departments, along with staff from the Landfill, Water/Wastewater Department, Water Plant, Airport, and Property Maintenance. In total, it takes about 50 people and 30 pieces of equipment for the week to complete each clean up event, while taking them away from their primary duties.

B. Proposed Project

Staff is proposing discontinuing the curbside pick-up portion of the fall clean up event, allowing approximately 50 staff members to better utilize the 2,000 hours of staff time that is diverted to each event to their primary duties. During this timeframe, staff members are busy preparing for the upcoming winter season, sweeping leaves before it snows, finishing up with asphalt road repairs and alley maintenance, and performing various maintenance tasks in all of the departments. We would still offer free disposal at the landfill for a week in the fall to all City of Minot Sanitation customers as well as promote the use of the City's bulk collection service.

C. Recommendation Detail

Spring Curbside Cleanup Week generates significantly more waste than the Fall Curbside Cleanup Week. On average, there is a 40% reduction in collection during the fall versus the spring event.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

By approving this recommendation, it would allow staff to focus on their primary job duties to better serve the citizens of Minot. This time of the year is often the last chance to complete seasonal work prior to the first snowfall.

C. Fiscal Impact

Project Costs

It costs over \$100,000 per event based on staff hours and equipment usage. This doesn't include additional maintenance and repairs. In addition to staff and equipment costs there are other opportunity costs from work that doesn't get completed.

Project Funding

These additional costs weren't contemplated in any budgets when this service started. The cleanup events are performed using existing staff and equipment from other departments and budgets.

VI. ALTERNATIVES

The City Council could elect to continue offering the fall curbside pickup. If so, staff will continue to be diverted from their primary job duties during this week.

FALL CLEAN UP EVENT

RECAP

- In 2017, the City of Minot transitioned to a containerized, automated collection, based service
- Twice per week service and all trash must fit in the supplied container
- Offer a bulk collection service for large/bulkier items
- Implemented spring and fall clean up events
 - Nearly unlimited curbside collection twice a year



How weekly
collection used
to look



How weekly
collection looks
today

SPRING/FALL CLEANUP EVENTS

City crews cover Minot in quadrants and collect just about anything a resident puts out



WHAT IT TAKES

- 50 Staff Members – Street, Storm Sewer, Airport, Landfill, Water Treatment, Water Distribution, Sewer and Property Maintenance (2000 total hours)
- 30 pieces of equipment (1200 total hours)
 - pickups
 - loaders
 - Roll off Trucks
 - Dump Trucks
 - Old Rear Load Garbage Trucks
- Each event costs around \$130,000

OPPORTUNITY COSTS

What isn't getting done during clean up week?

- Pot Hole Filling
- Street Sweeping
- Alley Maintenance
- Roadway Patching

***Fall clean up occurs in the final weeks of fall to finish work that can't be completed once temps drop.

SAFETY CONCERNS

Injury rate for clean up events is disproportionately higher when compared to “regular” work.

- 2019 – 2024 14 injuries, \$45,941.41 in costs and 104 time-loss days
- Fall events account for 95% of total injury costs

Statistics

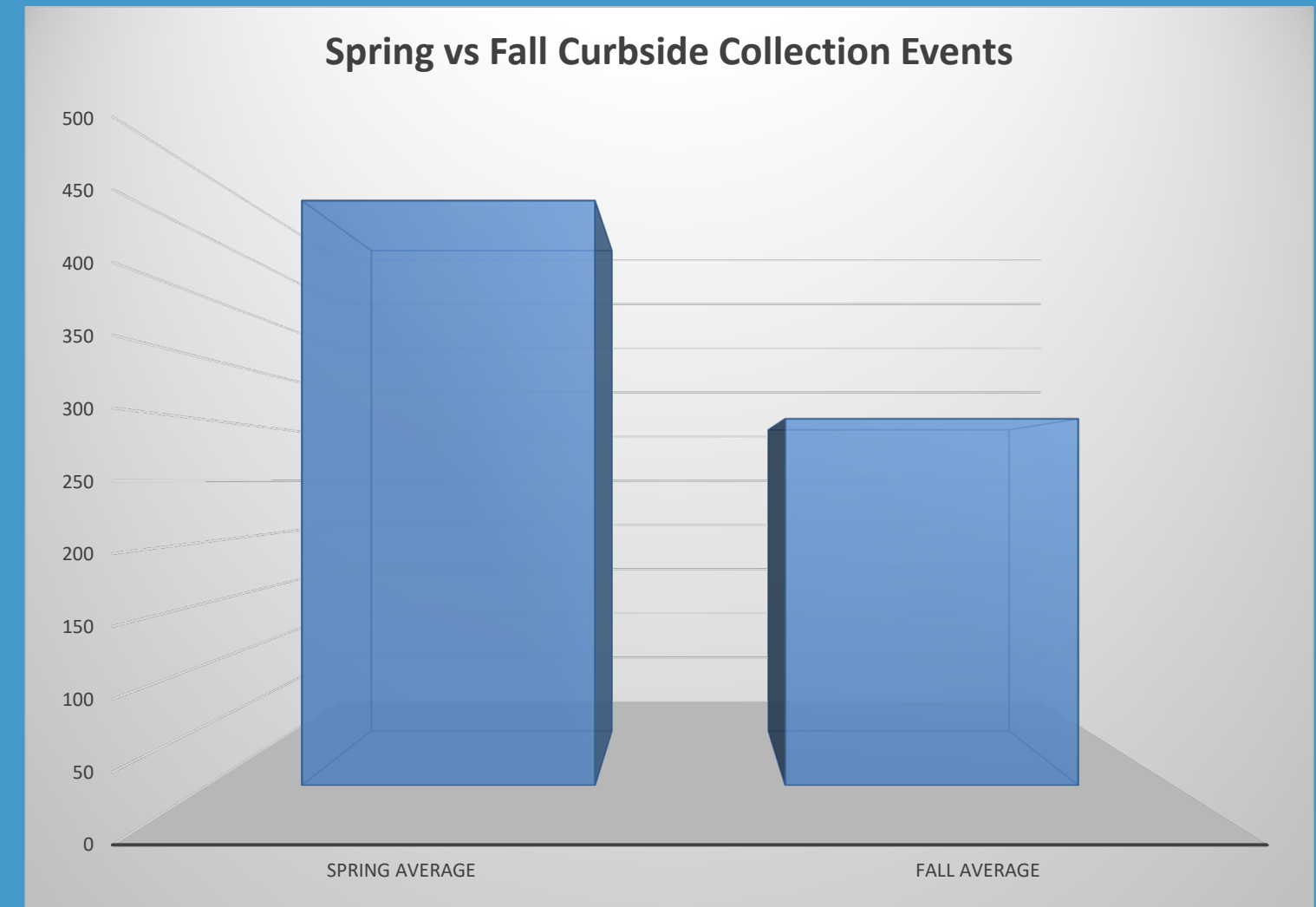
Since 2017:

- Spring Clean up Average = 480 tons
- Fall Clean up Average = 300 tons

***The amount collected drops by ~40% for the fall event, however the amount of effort and staff time doesn't.

Alternatives

- Continue free dumping at the landfill for the week
- Encourage the use of our bulk collection service





QUESTIONS?





TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: February 3, 2025

SUBJECT: TRANSIT 2-YEAR PHASED APPROACH / ANALYSIS - ADA & COMPLEMENTARY (PAIRED) PARATRANSIT PLAN / SERVICE AGREEMENT

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve and authorize the Mayor and Staff to Sign the ADA Paratransit Plan (Paratransit Service Policies and Riders Guide Developed Based on 49 CFR § 37 Criteria); and**
- 2. Approve and authorize the Mayor and Staff to Sign the Complementary (Paired) Paratransit Service Contract Agreement with SBT from Jan 1, 2025 to Jun 30, 2025.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The 2013 Nelson Nygaard Comprehensive System Analysis in Minot was the basis for significant improvements in the transportation system over the past 11 years. The analysis highlighted essential recommendations to enhance transit services in response to the City's rapid population growth, which was 11% from 2000 to 2011, as noted in Nelson Nygaard's Executive Summary. The short-term plan proposed higher-frequency service on the main north-south corridor and extended service hours from 7:00 a.m. to 7:00 p.m. It also recommended later evening service, weekend operations, and more direct routes to improve accessibility for residents. In the mid- to long-term, the plan suggested extending weekday hours, adding weekend routes, and exploring new services in underserved areas. Although weekend service was not implemented, other recommendations, such as extending hours and increasing fixed routes, were adopted.

In early 2023, discussions among the FTA, NDDOT, and Minot City Transit (MCT) raised concerns about future federal funding requirements following the city's transition to a small urban community. This shift necessitated collaboration among these entities to identify key areas and tasks needed to secure continued federal funding, particularly emphasizing compliance with 49 CFR § 37.121. This regulation requires public entities operating fixed-route systems to provide paratransit services that are comparable to those available to individuals without disabilities. Currently, Souris Basin Transit (SBT) fulfills this requirement through an annual agreement that provides for the operation of ADA-accessible vans. However, the impending transition away from Section 5311 funding presents significant challenges, particularly concerning the rising costs associated with delivering the mandated paratransit services.

Historically, MCT has operated mainly as a rural transit provider, relying heavily on Federal Section 5311 grants, which allowed both MCT and SBT to offer essential services. However, the new urban designation has prompted MCT to pivot to Federal Section 5307 Urban funding, thereby eliminating SBT's eligibility for Section 5311 funding. This change has created a need to adapt the current service delivery model to fit the evolving funding landscape. Since SBT has previously merged paratransit trips with demand response services, it has been difficult to pinpoint the exact costs required to maintain a solely compliant paratransit operation. Furthermore, the planned termination of Section 5311 funding on July 1, 2025, compels MCT to reassess the sustainability and planning of its services. This necessitates modifications to current paratransit operations to effectively meet evolving regulatory requirements while addressing anticipated funding shortfalls.

B. Proposed Project

To ensure compliance with all federal and state requirements, the Transit Department has implemented a four-phased approach. This plan prioritizes essential tasks while also allowing sufficient time for completing all necessary federal and state submissions, given the department's resource constraints. The following outlines each phase that will be presented to the Council at each critical milestone over the next one-to-two years.

Phase 1 – Paratransit Changes and FTE Position Requirements Beginning in early 2025: MCT will focus on essential adjustments to comply with new federal and state regulations resulting from the City's designation as a small urban community. This initial phase prioritizes the completion and Council approval of both the ADA Paratransit Plan and the Paratransit Service Agreement with SBT. In addition to these immediate requirements, this phase involves a detailed staffing review to identify new Full-Time Equivalent (FTE) needs, specifically for the development and management of an ADA Eligibility Certification Program, commonly referred to as the Mobility Manager role. Adopting an organizational structure similar to other small and large urban designated cities, this phase seeks to ensure the City meets all necessary federal and state reporting obligations as recommended by various transit agencies. Phase 2 efforts have begun and are not contingent on completion of phase 1 requirements (Council

approval of ADA Paratransit Plan and the Paratransit Service Agreement with SBT).

Phase 2 – Equipment and Operations Analysis: In this phase the focus will shift towards an in-depth analysis of equipment and operational needs. By the end of March 2025, MCT is expected to finalize the analysis of GENFARE ridership data to better understand current resources and personnel requirements driven by community transit utilization. Completion of this analysis will signify the completion of this phase. It is crucial that this phase is completed before the federally required Transit Development Plan and upcoming study beginning in the third quarter of 2025. The findings from this analysis will inform operational adjustments and resource (personnel and equipment) management as the City prepares to meet evolving transit demands with limited resources.

Phase 3 – Transit Development Plan (Federal Requirement) and Study Scheduled to commence in July 2025: Phase 3 will involve a comprehensive Transit Development Plan. This phase begins with the federally funded analysis of the transit system. The study will explore essential factors including route efficiency, equipment adequacy, and operational hours, based on the collected ridership data. This extensive study is anticipated to last approximately six-to-twelve months, adhering to federal standards and timelines. The findings will serve as a foundational resource for further optimizing the transit program moving forward.

Phase 4 – Develop and Implement Transit Changes: Upon concluding the Transit Study, MCT will enter Phase 4 which is scheduled to begin in April 2026. In this phase, the team will assess the study's recommendations and devise an actionable strategy to implement necessary operational and administrative changes within the Transit Department. This plan will be essential for adapting to the new federal and state requirements and will be aligned well for the budget submission timeline for 2027. The goal of this phase will be to create a sustainable transit framework that meets community needs effectively and is supported by robust operational strategies.

C. Recommendation Detail

The establishment of a comprehensive Paratransit Plan is highly recommended to ensure compliance with federal regulations while enhancing accessibility for individuals with disabilities in Minot. By integrating paratransit services with the existing fixed-route system, the City can create a more cohesive transit experience that caters to all community members, allowing those with mobility challenges to access essential services and activities. This alignment will not only fulfill regulatory requirements but also promote equity in transportation, ensuring that all residents have the opportunity to participate fully in community life.

IV. IMPACT

A. Aspirations

- 1) Dynamic & Flourishing: Minot is a thriving and vibrant community ready to collaborate to achieve strategic growth.
- 2) Safe & Welcoming: Minot is a welcoming community where people feel safe and engaged, with the freedom to celebrate their rich, diverse histories and identities.

B. Service/Delivery Impact:

Implementing a comprehensive Paratransit Plan in Minot will significantly enhance accessibility for individuals with disabilities, fostering a more inclusive community. By integrating paratransit services with the fixed-route system, the city can ensure that all residents, regardless of mobility challenges, have reliable access to essential services and activities. This initiative not only complies with federal regulations but also promotes equity in transportation, empowering individuals with disabilities to fully engage in community life. Ultimately, this coordinated approach will lead to improved operational efficiency, better service coordination, and enriched participation for all citizens in Minot.

C. Fiscal Impact

Project Costs

There are no known costs for approval of the ADA Paratransit Plan. The Complementary (paired) Paratransit Service Agreement generates a \$20,000 cost that was budgeted and approved in the 2025 budget. (\$40,000 Funding Available)

Project Funding

20566000 43300 - \$40,000

VI. ALTERNATIVES

If Council does not approve staff's phase 1 recommendations approving ADA and Complementary Plan/Service Agreement, federal and state regulations would not be met placing federal and state funding at risk. This funding accounts for roughly 60% of all Transit funding. (2024: \$900,000 - Federal; \$80,000 - State; \$80,000 - Fares; \$564,000 - City)



PARATRANSIT SERVICE POLICIES AND RIDERS GUIDE

MINOT, NORTH DAKOTA

Updated : December 2024



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Meeting Our Customers' Travel Needs

This Rider's Guide provides brief information about the Minot City Transit's 100% accessible Fixed Route service as well as more detailed information about MCT's Paratransit service – how to become eligible to use the service, where it operates, the calendar days and hours of service, how to request a ride, fares, and other important information.

Improving Fixed Route Bus Service

Minot City Transit (MCT) is committed to providing transportation services that can be used by all of our customers. All "fixed route buses" (larger vehicles that operate on set routes) have lifts or are low-floor with a kneeling feature to better serve riders who use wheelchairs or have difficulty getting up and down the vehicle steps. Our fixed route vehicles are 100% accessible.

For everyone's benefit and to comply with Federal requirements, Minot City Transit buses have an automated voice announcement system that announces major stops, intersections, and transfer points to help riders recognize their bus stop or point of transfer. Drivers will announce any stop at the request of a rider. A limited number of seats are usually available near the entrance of the bus for persons who have difficulty on a vehicle. Reserved spaces with tie-down straps and driver assistance are available for riders who use wheelchairs to provide a safe securement location.

For route and schedule information, or any questions you may have about using the MCT fixed route bus services, call 701-857-4148 or visit our website at www.minotnd.org

Paratransit Service

For eligible riders who have a disability that prevents them from making some or all of their trips on a fixed route system, MCT offers a shared-ride, curb-to-curb, origin to destination service called Paratransit. This service is sometimes called "ADA Paratransit Service" because it is provided to meet the requirements of the Americans with Disabilities Act of 1990 (or ADA) and insure all individuals have the opportunity to use public transportation services.

Paratransit service shall schedule and provide service to ADA paratransit eligible persons at any requested time on a particular day in response to a request for service made the previous day. The service is provided with ramp-equipped minivans or lift-equipped vehicles.

Paratransit service operates in the same areas and during the same calendar days and hours as the fixed route bus services from 7:00 AM – 7:00 PM Monday – Friday. The service is not available on any Federal Holidays with the exception of Columbus Day, Martin Luther King Day, and Presidents Day. The service can be used for any trip purpose. If you have any questions after reading this Rider's Guide, you can call the MCT office at 701-857-4148 or through our website, www.minotnd.org.

SECTION 1: GENERAL INFORMATION

Section 1.1 - Background

The City of Minot is located in the north central part of North Dakota and is a part of the Central Dakota Metropolitan Planning Area. The MPO's current population stands at 50,977.

Minot City Transit operates a fixed route; flag stop system, meaning that riders may flag a driver at any intersection along a route, but there are no designated stops. There are eight routes that operate Monday through Friday between 7:00 AM and 7:00 PM and connect at the Minot City Transit Transfer Center at 205 1st St. SW. All routes are 30-minute loops and operate every 60 minutes with four routes operating on the hour and the other four routes operating on the half hour requiring four buses to be used. During the peak ridership periods of 7:00 AM to 8:00 AM and 3:00 PM to 4:00 PM on days when schools are in session three more buses are added to six of the existing routes to accommodate the additional passenger load.

The current transit fleet is 100% ADA accessible. Minot City Transit owns six Eldorado National low floor buses with ramps, five International buses equipped with wheel chair lifts, and four ramp equipped minivans.

The City of Minot owns 11 buses and 4 paratransit vans. That makes 100% of the total fleet accessible for paratransit use.

Section 1.2 – Minot City Transit Operation

The greatest expenditures for the City Bus are salaries, fuel, insurance, and vehicle maintenance. Continued operation assistance is needed to prevent the local tax levy from becoming unbearable.

Minot City Transit is currently staffed with eleven full time and three part-time employees and falls under the direct supervision of the City of Minot Public Works Operations Department. Transit management consists of a Superintendent and a Foreman/Mechanic. There are seven full time drivers, three part-time drivers, one mechanic, and an administrative clerk. The mechanics and administrative clerk are also required to possess a Commercial Driver's License with passenger endorsements and are used as bus drivers when needed.

Section 1.3 – Midday Operation

The regular daily operation consists of four buses operating on an eight-route system. All routes are 25-minute headways with a five-minute wait at the Minot Transfer Center. One bus alternates between the North West Route and the South #1 Route. One bus operates the North Central and South East routes. One bus operates the South West and North routes and one bus operates the East and West Routes.

The reason for setting the schedule in this manner is to accommodate the most riders possible. This determination was made on ridership figures from the past.

Section 1.4 - Bus Income

Money to operate the system comes from several different sources as itemized in the 2025 Budget. These sources include operating revenue (fare income), a FTA Section 5307 Federal Grant, a state grant for student ridership, a state grant for operations, city tax mill levy and advertising income.

Section 1.5 - Fare Structure

The cash fare to ride the MCT bus is \$1.50. Bus tickets for adults are 10 rides for \$10.00 or a 31-day period pass with unlimited rides for \$36.00. Student, senior citizen, and disabled passengers can purchase a 31-day period pass with unlimited rides for \$28.00 or a 10 ride ticket for \$8.00. The 31-day period passes are good for 31 consecutive days from the first time the pass is used on a bus. A daily ride pass is also available for \$5.00 per day. Transfers are free and are good only at the Minot City Auditorium boarding area and period passes do not require transfers. Children under the age of six accompanied by an adult ride free.

Section 1.6 - City Bus Boarding

A person can board the City Bus on any street corner or fire hydrant on a long block. There are four passenger waiting shelters positioned throughout the city for convenient waiting and boarding points

The City Bus System has 11 buses available to run its eight regular routes, with a maximum of seven buses on the road simultaneously.

Section 1.7 - City Bus Services

There are no private transit operators in our service area other than taxi companies.

Minot City Transit provides ADA Paratransit service to eligible individuals through Souris Basin Transportation. Minot City Transit provides Souris Basin with four ADA handicap accessible vans to use for this service.

The Minot Public School System owns a handicapped accessible vehicle that is used for the transport of disabled children to and from school activities.

SECTION 2: INTRODUCTION

Section 2.1 - Purpose

This document outlines the operational guidelines for the City of Minot's Paratransit Service, for individuals with disabilities whose transportation needs cannot be met by the Fixed Route Bus System (also known as Minot City Transit or MCT). For those individuals able to use or access a city bus Minot City Transit provides fully accessible fixed route transit services throughout the City of Minot. For those unable to use a city bus, Paratransit service is provided by Souris Basin Public Transportation for riders who are eligible to use this service.

Section 2.2 – References to Federal Regulations

The MCT Paratransit Service is funded in part through federal, state, and local governments. Operational guidelines comply with federal, state and local regulations and conform to the applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and Regulation 49 CFR Parts 37.

References will be made throughout this document to specific regulations to assist the City of Minot in updating guidelines as regulations are modified.

Section 2.3 – Statement of Non-Discrimination and Title VI Compliance

[ADA Regulation 49 CFR § 37.5]

The City of Minot is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and statutes. The City assures that no person or group(s) of persons shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the City of Minot, regardless of whether those programs and activities are federally funded or not. In addition to Title VI, there are other nondiscrimination statutes which include sex, age, and disability. These requirements define an over-arching Title VI/Nondiscrimination and ADA Program.

The City of Minot also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. In addition, the City will provide meaningful access to services for persons with Limited English Proficiency for language assistance free of charge to the person upon request. In the event the LPA distributes federal-aid funds to a sub recipient, the LPA will include Title VI language in all written agreements and will monitor for compliance.

Section 2.4 – Accessible Formats

The information contained in this booklet, information concerning the eligibility determination process, application materials, and determinations concerning eligibility are available upon request by contacting the Minot City Transit office at (701) 857-4148 or the Souris Basin Public Transportation office at (701) 852-8008.

Section 2.5 – Application Process

Paratransit service is available to all City of Minot residents eligible for the service (ADA eligible out-of-town riders see Section 4.3 Visitors).

To obtain a Paratransit Certification, the applicant must secure an application from one of the following sources:

Minot City Transit	857-4140
Souris Basin Public Transportation	852-8008 or 839-7433

Applications can also be mailed to you by calling 857-4140 or visit our website at www.minotnd.org.

The application is a document to be completed in its entirety by the applicant . The application form must be completed and signed, returned by mail to:

Minot City Transit
PO Box 5006
Minot, ND 58701

Each applicant's eligibility will be determined according to Section 4 of these guidelines. In case of temporary disabling condition, the applicant must clearly state the duration of the temporary disability. The paratransit certification will be temporary for the duration of the temporary disability.

SECTION 3.0 TRANSPORTATION SERVICES

Section 3.1 – Service Description *[ADA Regulation 49 CFR § 37.129]*

All fixed route transit buses are accessible providing vehicle access via lifts or ramps (low floor buses). MCT Paratransit provides curb to curb with origin to destination service for those individuals who need it, on a reservation basis for individuals with disabilities who are ADA Paratransit eligible and unable to utilize MCT Fixed Route Bus service independently (refer to Section 4.1-Eligibility Criteria). MCT Paratransit provides this service through Souris Basin Public Transportation. Souris Basin Public Transportation features accessible vans and/or buses with lifts.

Section 3.2 – Service Hours *[ADA Regulation 49 CFR § 37.131 (e)]*

MCT Paratransit is available and operates during the same hours as the MCT Fixed Route System:

Monday – Friday 7:00 a.m. to 7:00 p.m.

All trips scheduled must be completed with passengers delivered to their destination by end of service hours. There is no service on Saturdays, Sundays or federal holidays with the exception of Columbus Day, Martin Luther King Day, and Presidents Day.

Section 3.3 – Service Area *[ADA Regulation 49 CFR § 37.131 (a)]*

MCT Paratransit operates complementary [paratransit](#) service to origins and destinations within corridors with a width of three-fourths of a mile on each side of each fixed route. The corridor shall include an area with a three-fourths of a mile radius at the ends of each fixed route.

Section 3.4 – Trip Purpose [ADA Regulation 49 CFR § 37.131 (d)]

No restrictions or priorities are imposed based on trip purpose for rides given by MCT Paratransit, with the exception of subscription rides (See Section 5.7). MCT Paratransit is not an ambulance service and does not provide emergency medical transportation. Operators are prohibited from providing delivery services.

Section 3.5 – Passenger Fares [ADA Regulation 49 CFR § 37.131 (c)]

Each fare is applicable to one complete trip. Once a passenger disembarks from the vehicle or arrives at a destination, a trip is completed. Each trip is comparable to the Fixed Route Bus System. Upon entering the same vehicle again, a new trip commences and the passenger will be required to pay a new fare. Riders are required to pay the fare prior to the beginning of the trip. **Your driver cannot make change.** Please have the exact fare ready in cash. Drivers are not permitted to access a passenger's personal wallet, purse, or backpack, nor write and/or fill in any information on a passenger's personal check.

The fare for each one-way trip is at the current prevailing rate. Exact fare is required; **drivers do not have change.**

The fare structure applies to both the eligible individual and their guests. Personal care attendants ride free (refer to section 6.3 – Personal Care Attendants). Preschool children (under 6) ride free when accompanied by an eligible adult passenger. Eligible passengers are allowed one companion with additional companions on a space available basis. Companions are charged at the current prevailing rate, the same as an eligible passenger. Personal Care Attendants (PCA) and transportation trainers ride for free. The fixed route transit cash fare for riders with disabilities is \$1.50 or \$8.00 for a package of ten tokens. Monthly passes may also be purchased for \$28.00. Fares **cannot** be paid in advance (except through the purchase of tokens or a monthly pass) or billed at a later date. **ALL FARES SUBJECT TO CHANGE.** Souris Basin Transportation fare is \$3.00 for a one way ride.

Section 3.6 – Rider Courtesy and Conduct

Minot City Transit has a list of common-sense rules to ensure the safety of all riders and drivers. We ask that all riders observe the following Rule of Conduct:

- No smoking, eating, or drinking in vehicles
- No playing of any audio devices
- No cursing, swearing or disruptive behavior
- No littering
- No hazardous materials, such as gasoline cans or car batteries
- All strollers must be folded
- Do not open windows while climate control systems are in operation
- Do not stick hands, arms, or heads out open windows.

- Standing forward of the standee line is not permitted
- No pets with the exception of service animals

Passengers who willfully become destructive, unruly or abusive to a bus driver or other passengers will not be allowed to ride Minot City Transit until a parent, guardian of a minor or the adult involved contacts the Minot City Transit Superintendent or the Public Works Operations Director.

Riders, their personal care attendant or companions traveling with riders, who engage in physical abuse or cause physical injury to another rider or driver, or who engage in other illegal activities, may be subject to **immediate suspension** from receiving Paratransit service. They may also be subject to possible criminal prosecution, which may include fines.

Riders who engage in an activity that disrupts the safe or effective operation of Paratransit services, may also be subject to a suspension of service. If a rider is disruptive to MCT service, MCT reserves the right to require that a personal care attendant travel with the rider as an option instead of service suspension.

Any rider, who is suspended from service will be notified in writing and will be given an opportunity to appeal the suspension.

Section 3.7 – Driver Responsibilities

Minot City Transit has a list of common-sense rules to ensure the safety of all drivers and riders. Drivers will adhere to the same standards of common courtesy and personal hygiene as those required of the riders.

- Treat riders with courtesy
- Be uniformed appropriately
- Stay within 15 feet of their vehicle, provided line of site is maintained
- Maintain the assigned service schedule for the convenience of all riders
- With permission, assist riders when entering or leaving the vehicle
- Provide passenger assistance when instructed by the dispatcher
- On request, the driver will assist passengers between the vehicle and up to the entrance of a house, apartment building, or other building (Paratransit Service Only)
- Drivers are allowed to carry **no more than two packages** per Paratransit eligible passenger (maximum total weight of 25 pounds)
- Assure seat belts and mobility devices are properly secured
- Follow the schedule for pick-ups and drop-offs.
- Maintain radio contact with dispatcher
- Collect fares for your trips as appropriate

Drivers are **NOT** permitted to:

- **Enter a rider's residence or other buildings**

- Access a passenger's personal wallet, purse, or backpack nor write and/or fill-in any information on a passenger's personal check.
- Perform any personal care assistance for riders
- Lift or carry riders or wheelchairs up or down steps
- Accept any tips or gratuities, or any special treatment of any kind
- Call passenger's to pick them up earlier or later than scheduled (All drivers must only use the dispatcher to communicate with the passenger(s).)

SECTION 4.0: ELIGIBILITY

Section 4.1 – ADA Paratransit Eligibility Criteria

MCT paratransit service is intended to provide transportation services to individuals with disabilities who are unable to independently use the fixed route transit service. To be eligible to use MCT Paratransit, you must be considered "ADA Paratransit Eligible" as defined by the ADA.

ADA Paratransit Eligibility is based on "functional" criteria, not on type of disability or mobility aid(s) used. Persons are not qualified or disqualified on the basis of a specific diagnosis or disability. An individual will be certified as ADA Paratransit Eligible if there is any part of the MCT Fixed Route System in the designated service area which cannot be used or navigated by that individual because of a disability. In operation, eligibility will be based on whether the rider has the functional ability to use the MCT Fixed Route System. Eligibility may be unconditional, temporary, or seasonal conditional.

If the applicant is considered conditionally eligible, the dispatcher will review each trip requested to see if that trip meets the conditions that were established when eligibility was determined. An individual may appeal a denied trip in the same manner as they appeal a denial of eligibility (refer to Section 4.6 – Eligibility Appeals Process).

The three categories of ADA Paratransit Eligibility established by the federal government are listed below.

Category 1 Eligibility

Persons unable to board, ride, or disembark fully accessible fixed route services:

Any individual with a disability who is unable, as the result of a physical or Mental Impairment (including a vision impairment) and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.

Examples of eligibility under this category include: persons with a mental disability or vision impairment who cannot **“navigate the system”** or otherwise cannot independently use fixed route services. This would include people with physical disabilities who cannot stand on a bus, get on or off the lift, or to proceed from the wheel chair securement area without assistance except as provided by the driver or other employee of the service.

Category 2 Eligibility

Persons unable to board, ride, and disembark even if the vehicle is accessible (Equipped with boarding device such as a lift or ramp).

Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride, and disembark from any vehicle that is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route of the system during the hours of operation of the system at a time, within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route. [ADA Regulation 49 CFR §37.123(e) (2)]

Eligibility under this category depends on the accessibility of vehicles and routes. A person is eligible for paratransit service **if the fixed route** on which they want to travel **is not yet accessible**.

- An individual is eligible for paratransit if a vehicle’s lift or boarding device could not be deployed at the stop which they want to use;
- An individual is eligible if they use a “common wheelchair” but cannot be served by the fixed route system because the lift on the vehicle they need to use fails to work.
- All Minot City Transit vehicles are 100% accessible.

Category 3 Eligibility

Persons unable to travel to the boarding location or from the disembarking location.

Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system. [ADA Regulation 49 CFR §37.123(e) (3)]

Environmental conditions and architectural barriers not under control of the public entity, do not, when considered alone, confer eligibility. If, however, travel to or from a boarding location is prevented when these factors are combined with the person’s specific impairment-related condition, paratransit service must be provided. Examples of architectural and environmental factors that, in combination with certain disabilities, could prevent travel include: lack of curb

cuts, the distance from the stop to the trip origin or destination, snow or ice, temperature extremes, major intersections, or temporary construction projects.

Section 4.2 – Fixed Route Fares

All passengers must pay the applicable fare rates when riding the Fixed Route system. 10-ride tickets or 31-day period passes may be purchased at a somewhat reduced rate.

Section 4.3 – Visitors *[ADA Regulation 49 CFR §37.127]*

Paratransit services are provided for all eligible visitors for up to 21 calendar days in a 365-calendar day period. Individuals not certified as eligible by another public entity but claim to be “ADA eligible,” are presumed to be eligible and will be similarly provided service for up to 21 calendar days. Individuals are only considered “visitors” if they reside outside of the transit agencies service jurisdictions. Visitors claiming “presumptive eligibility” can be requested to provide certain documentation such as their place of residence and the nature of their disability. If service is needed beyond 21 calendar days, the individual will be required to apply for Paratransit eligibility. Any limitation/condition placed upon a certification by another public entity will be honored for Paratransit services. Persons using Paratransit service more than 21 calendar days in a 365-day period are required to apply for eligibility.

Section 4.4 – Temporary Disabilities

Persons who are temporarily unable to use the fixed route transit service and meet the eligibility criteria as listed above, including, for example, someone with a broken leg.

Section 4.5 – Eligibility Process *[ADA Regulation 49 CFR § 37.125]*

For the purpose of determining eligibility for paratransit services, the Minot City Transit utilizes a process of self-certification. All applications are reviewed by the Transit Superintendent.

- a. Individuals must submit a completed, written application to the Minot City Transit.

Minot City Transit
Attn: Paratransit
PO Box 5006
Minot, ND 58206-5006

For questions please call: (701)857-4148

- b. The Minot City Transit Superintendent along with the Mobility Manager will be responsible for reviewing applications and determining eligibility. A written response stating the determination of eligibility will be mailed to the applicant within 21 calendar days of receipt of a **completed application**. Determination of ineligibility will include reasons for the finding and inform the applicant of the appeals process.

- c. If a determination is not made within 21 calendar days, the applicant will be given presumptive eligibility, until such time as the Transit Superintendent makes the determination of eligibility.
- d. Eligible individuals will be Paratransit Certified stating they are eligible for MCT Paratransit and whether they are “ADA Paratransit Eligible.” These individuals will be listed in the dispatch program as paratransit eligible.
- e. Eligible individuals must recertify eligibility every four (4) years.

Section 4.6 – Eligibility Appeal Process *[ADA Regulation 49 CFR § 37.125 (g)]*

The purpose of the appeals is to afford all individuals determined to be ineligible or conditionally eligible for paratransit service the opportunity to present issues and arguments to reverse the decision.

The following appeal process is established:

- a. All individuals determined to be ineligible or conditionally eligible for complementary paratransit service may appeal a determination decision within 60 calendar days of the denial or a limiting decision. All hearings shall be conducted in a manner to provide “due process” to appellants.
- b. All individuals determined to be ineligible or conditionally eligible for complementary paratransit shall receive written notification of the determination by mail. The notification shall state the reasons for the determination decision. All notifications shall be in standard format or alternative formats as requested during the application process. All notifications shall request from the applicant reasons for the appeal and identification of any special accommodations needed for the hearing.
- c. All appeal hearings shall be conducted by the City Manager for the City of Minot or his designee. Any person having involvement in the initial determination of ineligibility or the limiting of eligibility shall be barred from being the City Managers designee. Individuals involved in the initial decision will be at the hearing and may be requested to testify.
- d. A hearing before the Appeals Authority shall be scheduled at a time convenient to the appellant with such accommodations as requested. All hearings shall be scheduled within 30 calendar days of the appeal receipt except for extenuating circumstances including but not limited to the inability of the appellant to appear, unavailability of an Appeals Hearing Officer, or the inability of initial decision maker(s) to appear.
- e. Decisions of the Appeals Authority shall ensure that the existing policy was followed. Consideration should be given judgments made during the initial determination, information provided in the original application, information received prior to the hearing, and information presented at the hearing.
- f. An appeals decision shall be made by the Appeals Authority within 10 calendar days of the hearing. A written appeals decision upholding or reversing the original decision shall

relate to the information provided in the original application and submitted during the appeals process

If the applicant wishes to appeal the eligibility determination, the following process shall be followed:

- a. A written appeal must be filed within 60 calendar days of the date of the letter notifying an individual that they have been determined to be ineligible for ADA Paratransit service.
- b. Written appeals shall be delivered to Minot City Transit, Attn: Paratransit, PO Box 5006, Minot, ND 58702-5006, for consideration.
- c. The applicant, or a representative of their choice, shall have the opportunity to be heard and present information and arguments in support of his/her position to the Appeals Authority.
- d. A written determination of the decision on the appeal, including the reasons for such decision, shall be forwarded to the applicant within 30 calendar days of the completion of the appeals process. If a decision is not made within 30 calendar days, the applicant will be determined eligible until such time as the decision regarding the appeal is made by the authority.

Section 4.7 – Recertification of ADA Paratransit Eligibility

All ADA Eligible paratransit customers shall be required to reapply for ADA eligibility every four (4) years. Recertification shall take place in the month of their birthday. Any individual, regardless of established procedures, may request a new determination if they believe that there has been a change in their situation.

Section 4.8 – Application Form

The following listed documentation will be utilized by the City of Minot in determining and notifying individuals of eligibility for MCT ADA Paratransit Eligibility.

- Application Form
- Authorization Form
- Users Guide

SECTION 5.0 TRIP RESERVATION PROCEDURES

[ADA Regulation 49 CFR § 37.131 (b)]

Section 5.1 – Reservations

The following telephone number may be called to reserve a ride:

Souris Basin Public Transportation (701) 852-8008

Individuals who utilize a text telephone or TDD should call the same number.

Section 5.2 – Advance Notice Requirement

Reservations may be made no more than fourteen (14) calendar days prior to when the individual wishes to ride. Reservations should be made at least one day in advance of when the individual wishes to ride for next service.

Return reservations can be made at the same time you make your reservation to be picked up; for medical trips, you call when you are ready to return. The dispatcher will provide you with the time estimate of when the vehicle will arrive for a return trip based on the vehicles and time available when you call.

Medical Delays: If your return ride is from a medical appointment, and you will be delayed past your scheduled ride time due to unforeseen circumstances, call the Dispatcher and we will attempt to reschedule your trip and accommodate you on a space available basis.

Section 5.3 – Same Day Reservations

To accommodate last minute trip needs, reservations may be made for same-day service as space allows. However, MCT Paratransit does not provide emergency medical services nor do we operate like a taxi service.

Section 5.4 – Office Hours

Reservations can be scheduled between 7:00 a.m. and 4:30 p.m. Monday through Friday. Due to scheduling and confirmation calls, all reservations for the next day service must be in by 2:00 p.m. **If you do not leave a phone number for us to contact you, you must contact us to confirm the ride times.** Reservations are taken on Fridays for Monday's service by calling the MCT office. Reservations will be taken for certain Holidays on the prior working day.

Section 5.5 Reservation Procedures

Paratransit trips will be coordinated to carry as many passengers as possible.

When a reservation call is made, the dispatcher will negotiate pick-up time with the passenger. Under the ADA regulations, SBT is allowed to negotiate pickup times with you and you cannot be asked to travel more than one hour before or after your desired time.

The following information will be discussed or requested by the dispatcher when you make the reservation:

- Name of each eligible passenger
- If a companion will be accompanying the passenger
- If a personal care attendant (PCA) will be accompanying the passenger
- Is passenger assistance by driver needed (What type of assistance)
- Pickup address (Specify which entrance)
- Time you need to arrive at the destination
- Pick-up time (as negotiated with dispatcher)
- Return time (if applicable)
- Trip purpose (only for subscription rides)

- Name of person making reservation (if other than eligible passenger) and phone number

Penalties are imposed for late cancellations and no shows (Refer to Sections 7.1 and 7.2)

Section 5.6 Reservation Cancellation

A rider up to two hours, prior to the scheduled pickup time, may cancel reservations. Records are kept, and if a rider consistently cancels their scheduled pickup time, the rider would be considered misusing the service, and is subject to the same penalties as a “no show.” Refer to Section 7.2.

Section 5.7 – Subscription Service *[ADA Regulation 49 CFR § 37.133]*

If an individual wishes to ride at the same time and to the same destination on a regular basis, they may make a subscription reservation. Subscription service may not absorb more than fifty percent of the number of trips available at any given time of the day, unless there is a non-subscription capacity.

Subscription reservations are restricted during all weekday peak demand operating hours to the following trip purposes: work (including volunteer), school, medical/counseling services, meals, programs, etc. Waiting lists for specific time slots will be established upon request. The dispatcher may reschedule or rearrange subscription reservations as needed for efficient use of vehicles. The change will be negotiated with the passenger with at least one-week advance notice, when possible.

Examples:

1. No more than 50 percent of the total trips available during a given day will be scheduled as subscription rides, unless there is non-subscription capacity.

Section 5.8 – Same Day Requests for Early Pickups

Requests to change your return pick-up time because you are ready early will not be accepted. The only exception to this will be return trips from medical appointments. Every effort will be made to adjust your return trip pick-up time and assign another vehicle to pick you up at a later time. Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip.

SECTION 6.0 PICKUP AND TRAVEL PROCEDURES

Section 6.1 – Pick-up Procedures

The rider will be provided with a scheduled pick-up time. All passengers should be ready 15 minutes prior to their scheduled pick-up time and allow 15 minutes to pass beyond their pick-up time before calling the dispatcher at 701-857-4148 to inquire about their ride. The driver will wait five (5) minutes for the passenger to appear. If the passenger does not appear within

the five minutes, they shall be considered a “no show” (refer to Section 7.2 – Penalties Imposed for “No Shows”).

If the vehicle arrives earlier than 15 minutes prior to the scheduled pick-up time, they will beep the horn, unless the dispatcher has been notified otherwise. If the passenger is not yet ready, the driver will wait until scheduled pick-up time before again sounding the horn and beginning to count the five minutes allowed for the passenger to appear.

If the Paratransit vehicle arrives more than 15 minutes later than the scheduled time, this will be considered a “missed trip” rather than a “no show” and the passenger is not obligated to pay the fare.

If the vehicle is running late, more than 10 minutes beyond the scheduled pick-up time, the dispatcher will attempt to contact the passenger to offer them a revised pick-up time. The passenger may at that time choose to cancel the trip without obligation to pay the fare.

The entrance to the building where you are picked up will be the same entrance that you are brought back to unless you notify the dispatcher differently at the time you book your ride.

Section 6.2 – Companions *[ADA Regulation 49 CFR § 37.123 (f)]*

Eligible passengers may take one (1) companion with them. The beginning and ending destination of this companion must be the same as the eligible individual. Companions must pay for their ride (refer to Section 3.5 – Passenger Fares). Additional companions may be accommodated on a space available basis. Personal Care Attendants are not counted as companions.

Section 6.3 – Personal Care Attendants (PCA)

[ADA Regulation 49 CFR § 37.123 (f) and 37.131 (c) (3)]

The Personal Care Attendant (PCA) is defined as someone designated or employed specifically to help the eligible individual meet his or her personal needs. A personal care attendant is allowed to ride free. If you require a personal care attendant, you must indicate this on the application for eligibility form or resubmit an application at such time the need is determined. Personal care attendants must have the same origin to destination as the eligible individual.

Personal care attendants shall remain with the passenger during the complete trip.

Section 6.4 – Origin to Destination Service *[ADA Regulation 49 CFR § 37.129]*

On request, the driver will assist passengers between the vehicle and entrance of a house, apartment building or other building. Such assistance must be requested in advance by notifying the dispatcher when you make your reservation. If the passenger has indicated on their application that they require **driver assistance regularly**, the dispatcher shall indicate this on the driver’s schedule for all future trips.

Driver assistance ends when the driver has assisted the passenger in getting to the main door of the building. If the passenger needs additional assistance beyond the main door, they should

have someone meet them at the door or have a PCA (and/or companion) ride along. The driver will not assist individuals in wheelchairs into buildings that are not accessible (other than opening doors), nor will drivers push wheelchairs through areas that have not been cleared of snow. Assistance will be provided up/down curbs.

If the destination building is locked, a PCA is not along and no one is available to meet the individual, the driver, after first receiving approval from the dispatcher, may return the individual to the place of origin at the next available trip. For the safety of the passenger, consistent occurrences of disruptions to the service may result in requiring a PCA to accompany the passenger to mitigate the behavior.

Transporting packages – Because the vehicle will be shared, riders should limit their parcels to one armload or the equivalent of two (2) grocery bags. Packages must be transported on your lap or under the seat. Drivers must adhere to a schedule and cannot assist with packages. For the safety of all riders, you may not transport explosives, acids, flammable liquids or other hazardous materials.

Drivers are allowed to carry no more than two packages per paratransit eligible passenger (maximum total weight of 25 pounds). For grocery trips, the number of packages is limited to two (2). Small personal grocery carts may be brought on to the vehicle; however, they must be placed behind a seat out of the aisle. **A limit on the number of packages is established due to available space and time.** Packages may be placed on the floor, as long as they do not interfere with wheelchair securement.

During winter months, it is the riders' responsibility to ensure that all sidewalks and pathways are clear of snow at their residence. If a passenger cannot be accommodated because of impossible boarding conditions, then the trip is considered cancelled.

Section 6.5 – Use of Ramp/Lift and Securement Inside the Vehicle

[ADA Regulation 49 CFR § 37.165]

The driver will operate the ramp or lift at all times during such operation. The driver will assist on and off the ramp/lift passengers who use a ramp/lift.

For those riding in wheelchairs, the driver will secure the wheelchair using the vehicle's securement system. Wheelchairs must be secured during transport. Refusal by the rider to allow the securement devices to be used will result in denial of service.

It is recommended for safety reasons, electrically powered wheelchairs must have the main power switch placed in the "off" position at all times while the vehicle is in motion.

All wheelchairs and their users will be transported. Individuals whose wheelchairs or other mobility devices do not meet the definition of "wheelchair" will be denied service.

A "wheelchair" means a mobility aid belonging to any class of three- or more wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

Drivers and passengers shall use seat belts at all times. Drivers shall instruct each passenger to use the belt. Before pulling away from a stop, drivers shall make sure that passengers are seated with seat belts properly secured. Children under the age of seven, who weigh less than 80 pounds and are 4'9" (57-inches) tall shall use approved child restraint system at all times. Failure to use the seat belt and/or child restraint system shall result in denial of transportation service to the client for that trip. On MCT fixed route service seat belts are available for wheelchair secured passengers but not required.

Exceptions to the mandatory seat belt requirements will be made for medical reasons, upon receipt of a written statement from a physician, stating that the individual cannot be safely transported using seat belts because of a medical condition, body size or physical disability.

Section 6.6 – Capacity Constraints Equipment [ADA Regulation 49 CFR § 37.131(f)]

Minot City Transit will monitor service levels to determine the need to increase or reduce service to meet the transportation needs of passengers. Therefore, records will be kept and reviewed monthly of untimely pickups, trip denials, missed trips, and excessively long trips (see definitions below) in order to consider the need for additional vehicles to meet capacity. There must be a consistent pattern, and problems must be considered substantial in order to identify capacity constraints. If a significant capacity constraint is identified, additional vehicles may be placed into service to meet the demand.

Untimely pickups: Pickups that are 15 minutes later than the scheduled time will be considered untimely pickups.

Trip Denials: Regulations permit pickups to be scheduled up to an hour before or after the requested time. If the dispatcher offers the individual a time beyond one hour before or after the requested time, and the offered time is unacceptable to the individual, the trip will be considered “denied.” **Requests for same day service do not apply.**

Missed Trip: Trips that are not completed because the vehicle arrived more than 15 minutes later than the scheduled time and the passenger either refused service or did not show will be considered a “missed trip.”

Excessively long trips: Travel time between pickup and drop off of more than one hour will be considered an “excessively long trip.”

Minot City Transit is not responsible for operational problems caused by circumstances beyond our control, such as unanticipated weather or traffic problems (trains, accident, etc.). Such problems will not be considered in establishing whether or not patterns that limit the availability of service exist.

The Dial-A-Ride driver cannot change a route (pickup or destination points) or make detours upon a passenger request without first informing the dispatcher and receiving authorization.

Section 6.7 – Service Animals and Life Support Equipment *[ADA Regulation 49 CFR § 37.167(d)(h)]*

ADA paratransit eligible riders may travel with service animals trained to assist them. Service animals include guide dogs used by persons with vision or hearing impairments, and dogs that provide aid to persons with mobility problems. You should tell the dispatcher when you reserve trips that you will be traveling with a service animal. Eligible riders may travel with portable life support equipment such as respirators and portable oxygen.

Service Animals: A service animal means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. Animals that are not trained to perform tasks that mitigate the effects of a disability, including animals that are used purely for emotional support, are not service animals. The final rule also clarifies that individuals with mental disabilities who use service animals that are trained to perform a specific task are protected by the ADA. The rule permits the use of trained miniature horses as alternatives to dogs, subject to certain limitations. To allow flexibility in situations where using a horse would not be appropriate, the final rule does not include miniature horses in the definition of "service animal."

If they meet the above definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government. Transit operators may ask the rider what kind of assistance or service the animal performs, but not ask for proof of service certificate.

The Department of Justice states: You may exclude any animal, including a service animal, from your facility when that animal's behavior poses a direct threat to the health or safety of others. For example, any service animal that displays vicious behavior towards other passengers or the driver may be excluded. You may not make assumptions, however, about how a particular animal is likely to behave based on your past experience with other animals. Each situation must be considered individually.

Section 6.8 – Prohibited Activities

Smoking, drinking, or eating is not permitted in vehicles.

Section 6.9 – Animals

Non-service animals **will not** be permitted on revenue service vehicles.

Section 6.10 – Children

ADA eligible children under age eight (8) are encouraged to be accompanied by a fare-paying adult. If special equipment is needed to transport an infant or toddler, the family shall arrange to provide the equipment.

SECTION 7.0: TRIP CANCELLATIONS AND DENIALS

Section 7.1 – Cancellation Procedures

Rides must be cancelled at least two hours prior to the scheduled pick-up time, otherwise the ride will be considered a “no show” and be subject to the penalties (refer to Section 7.2 – Penalties Imposed for “No Shows”). Minot City Transit requests that cancellations be called in as soon as possible as a courtesy to others needing a ride.

The individual may call to reschedule the return trip if still needed; however, that return trip is subject to availability.

The dispatcher’s clock is the correct time for determining lateness of cancellations. To take differences in clocks into consideration, an individual may cancel up to five (5) minutes late (1 hour and 55 minutes before their scheduled ride) and still be considered on time.

If you need to cancel a ride scheduled before/after office hours (7 a.m. to 4:30 p.m.), you may do so by leaving a message on the answering machine.

Section 7.2 – Penalties Imposed for “No Shows” *[ADA Regulation 49 CFR § 37.125 (h)]*

If a rider does not appear for a scheduled trip or did not cancel the ride at least two hours prior to the scheduled trip, that rider is considered a “no show.”

“No Shows” take up a trip that might have been filled by another passenger and may reduce the number of passengers that can be provided service. Therefore, no shows are considered to be detrimental to transit service and penalties are imposed as follows:

Records will be kept by passenger name, date, and time of the “no show.” If the passenger receives more than four “no shows” within a 30-calendar day period, they are subject to suspension from service. The first offense, suspension shall be for a period of one week. The second offense, suspension shall be for a period of two weeks. Each additional suspension period shall progress by one week, with a maximum of not more than 10 weeks.

Written notice shall be supplied to the passenger two weeks in advance of suspension documenting:

- 1) The reason for suspension
- 2) The exact calendar days the suspension will be in effect
- 3) The appeals process for service suspension. (Refer to Section 7.3 – Appeals Process for Service Suspension)

After the suspension is completed, the record is cleared and the accumulation of no shows, for the next one-month period, starts again at zero.

If the reason for the “no show” is due to the individual’s disability and beyond their control, the ride shall be excused or discounted in the calculation of “no shows” for that month and payment for that ride will not be required. The passenger must notify the dispatcher that this exclusion applies.

A “no show” that is due to the driver being more than 15 minutes later than the scheduled ride time will not be considered a “no show” but rather will be counted as a missed trip made by Paratransit. The passenger will not be penalized nor must they pay for the missed ride. Refer to Section 6.6 – Capacity Constraints for more information on missed trips.

Section 7.3 – Service Suspension Appeals Process

The purpose of the appeals process is to afford all individuals suspended of Paratransit service the opportunity to present issues and arguments to reverse the decision. A written appeal must be filed prior to the date suspension is to begin. The following administrative appeals process is established:

- 1) Appellant submits a written or in person or on tape an appeal to the MCT Paratransit office.
- 2) Suspension of service does not begin until after the appeals hearing.
- 3) Within five calendar days, appellant will be notified of receipt of appeal and Appeals Committee documentation.
- 4) Appeals Committee conducts independent review of appeal and supporting documentation. Reviews are performed bi-weekly with appellant given opportunity to appear before the Appeals Committee with representation, if desired.
- 5) The Appeals Committee renders a decision and reasons for it, based solely on the circumstances surrounding the suspension.
- 6) The decision of the Committee will be made within 60 calendar days and is final.

Section 7.4 – Refusal of Service *[ADA Regulation 49 CFR § 37.5 (h)]*

Service may be refused to anyone who is seriously disruptive or commits an illegal or violent act in violation of an established regulation or law. An example would be a passenger that refuses to use a seat belt during travel.

Seriously disruptive behavior does not include conduct related to a person’s disability that may be disruptive or annoying to other passengers. An example of this is a person with Tourette’s syndrome who may periodically utter involuntary profane statements. Also, disruptive behavior does not include an unfounded fear of a condition by other passengers. For example, an HIV positive passenger cannot be refused service to a fear of other passengers.

MCT reserves the right to deny entrance into a vehicle if the passenger appears disorderly or leads the driver to conclude that the passenger will exhibit disruptive behavior that would pose a safety threat not only to the driver but also the other passengers, including, but not limited to, intoxication and use of illegal drugs. The decision to refuse service is based on actual reported conduct.

The use of offensive language when addressing the dispatcher, driver or other passengers is not allowed. Refusal to discontinue usage upon request may result in trip denial.

Denials of service shall be recorded. If denial of service is made for reasons other than the time requested was not available, the reason will be documented and a copy provided to the passenger or their guardian.

Section 7.5 – Condition of Service

MCT reserves the right to require a personal care attendant when transporting a passenger that has a documented medical or behavioral condition that could pose an unsafe situation for the individual, driver, or other passengers. MCT Paratransit may suspend eligibility or permanently revoke riding privileges if our records indicate that the passenger has threatened or abused a driver or other passenger.

SECTION 8: OTHER INFORMATION

Section 8.1 – Travel Training

Information about travel training may be obtained by calling Souris Basin Transportation at (701) 852-8008.

Section 8.2 – Communication *[ADA Regulation 49 CFR § 37.167 (f)]*

Individuals who may utilize a (text) TDD phone should call the main dispatch phone at SBT, (701) 852-8008, as it is TDD equipped for the hearing impaired

Section 8.3 – Public Information *[ADA Regulation 49 CFR § 37.167 (f)]*

For information on how to obtain large print copies of these guidelines, please contact the Transit Superintendents office at (701) 857-4148 or Souris Basin Transportation at (701) 852-8008. Copies may be obtained from Minot City Transit, PO Box 5006, Minot, ND 58701. Copies are also available on our website at: www.minotnd.org

Section 8.4 – Privacy Regarding Medical Information

The medical information that may be gathered as part of the eligibility determination process will not be shared with any other party. Minot City Transit, however, shares information regarding the functional ability of an individual to utilize transit services with another transit system, if this is required to determine eligibility in that system.

Section 8.5 – Complaints/Compliments

Minot City Transit would like to hear your suggestions, compliments, or complaints. Comments should be forwarded to the Transit Superintendent by calling (701) 857-4148 or in writing to:

Minot City Transit
Attn: Paratransit
PO Box 5006
Minot, ND 58701

Section 8.6 – Driver Training

Drivers are trained to provide service to seniors and people with disabilities. In addition, all drivers received defensive driver training and sensitivity training.

Section 8.7 – Vehicles

Paratransit providers are required to provide suitable vehicles and regularly service and maintain them to specified standards. If you feel that some aspect of the vehicle may not have been properly maintained, please call the Minot City Transit office at (701) 857-4148, or notify in writing.

Section 8.8 – Reporting Abuse

Drivers are to report any suspicion or knowledge that a vulnerable adult passenger you are transporting has been abused, neglected, or exploited as soon as possible. Inform them that you are making an “Adult Protection Report” and be prepared to give as much detail as possible of a passenger, please call the Transit Superintendent’s office at (701) 857-4148.

ADA Transit Agreement

The City of Minot (City) is entering into an agreement with Souris Basin Transportation Board, a non-profit corporation, (SBT) to provide ADA paratransit service in conjunction with and as an extension of the Minot City Transit system.

1. This Agreement shall be in effect for a term of six (6) months commencing on January 1, 2025 and expiring on June 30, 2025, at which time the Agreement may be renewed upon agreement of both parties. City shall have the right to terminate this Agreement in the event the City Council of the City of Minot determines at any time that it is no longer in the best interests of the City.
2. SBT shall provide ADA paratransit service (ADA services) during the same days and hours of operation as the Minot City Transit System. Minot City Transit System currently operates Monday through Friday from 7:00 am until 7:00 pm. In addition, SBT provides extended hour ADA services for evening and weekend travel. SBT shall be responsible for the dispatch and handling of all calls for the ADA services.
3. In exchange for the ADA services provided, the City shall provide a payment to SBT in the amount of \$20,000.00. This amount may only be adjusted by consent of the City Council and the SBT Board of Directors. Changes in funding request must be completed by June 1st, the year prior to the requested funding change so that it may be approved and incorporated into the City of Minot budget. This amount shall be full payment for the ADA services provided under this Agreement.
4. The City agrees to provide SBT with three (3) ADA accessible vans for the ADA services. The City shall be responsible for the costs of insurance, maintenance, and fuel for the ADA accessible vans. SBT shall be responsible for hiring and compensating all drivers and other employees required for the ADA services. SBT shall ensure its ADA services' drivers meet and maintain the minimum qualifications required for City employees who operate City Transit Department vehicles.
5. The City shall continue its efforts to procure funds by Federal grants or otherwise for the future replacement of ADA vans provided to SBT under this Agreement.
6. SBT is an independent entity under this Agreement and SBT employees are not considered City employees for any purpose under the terms of this Agreement.
7. No part of this Agreement shall be construed to grant to SBT any authority to contract for, on behalf of, or incur obligations on behalf of the City.
8. SBT agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. SBT's failure to comply with this section may be deemed a material breach by SBT entitling the City to immediately terminate this Agreement for cause.
9. SBT agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing ADA services pursuant to this Agreement. SBT also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against SBT in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

10. SBT understands that, City must disclose to the public upon request any records it receives from SBT. SBT further understand that any records obtained or generated by SBT under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. SBT agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
11. SBT agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event SBT's records are audited by a third party, SBT shall provide the City with the results of the audit within 30 days of receipt.
12. Any written notice or other correspondence to be provided by or between the Parties shall be hand delivered or mailed by registered or certified mail to the following addresses:

City: City of Minot (Attn: Public Works Operations Director)
 P.O. Box 5006
 515 2nd Ave SW
 Minot, ND 58702

SBT: Souris Basin Transportation (Attn: Transit Director)
 805 31st St SE
 Minot, ND 58702
13. The Parties agree this Agreement shall be binding upon and inure to the benefit of their successors and assigns. Any waiver by either Party of a default under this Agreement shall be construed to be a waiver of any subsequent default, and no waiver shall be valid unless reduced to writing and signed by the Parties.
14. If any term or provision of this Agreement or application hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. This Agreement contains the entire agreement between the Parties, and no oral statements or representations not contained in this Agreement shall have any force or effect on the same. This Agreement shall not be modified except in writing executed and agreed to by both Parties.
16. This Agreement may be executed in counterparts and shall be governed by the provisions hereof and by the laws of the State of North Dakota, and any legal action to interpret the same shall be filed in a District Court located in Ward County, North Dakota.

This agreement entered into between the City of Minot and Souris Basin Transportation this _____ day of _____, 2025.

Darrell Francis
Souris Basin Transportation Board

Date

Tom Ross, Mayor
City of Minot

Date



City of Minot

Comprehensive System Analysis

Final Plan

Executive Summary

December 2013



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EXECUTIVE SUMMARY

This Comprehensive System Analysis (CSA) is the culmination of a planning process that started in January 2013 with the primary goal of developing a phased service improvement plan for transit services in Minot over the next 10 years and beyond. The service plan has been based on a detailed evaluation of the existing transit system, extensive and ongoing community outreach (including a project website – www.minotbusstudy.org), and the comparison of Minot to other cities of similar size and layout.

The CSA also includes a detailed evaluation of current and future staffing needs, estimated operating and capital costs associated with the phased service plan, and other implementation considerations such as marketing recommendations, ADA paratransit considerations, and performance monitoring.

STUDY CONTEXT

Prior to developing a phased service plan, it was important to first understand the context from which transit operates in Minot. As such, an evaluation of demographic information, existing transit services, and previous planning efforts was conducted.

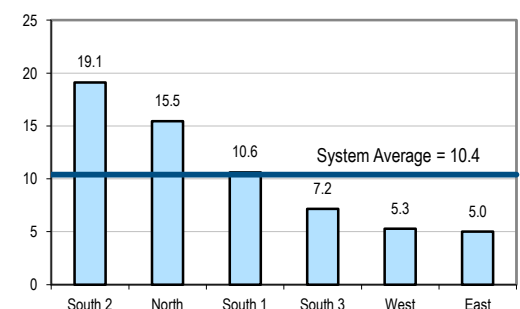
Rapid Growth

Expansion is occurring in all quadrants of the city, but especially north and south Minot. The population of Minot grew by over 11% between 2000 and 2010 (compared to just 5% for the state as a whole). While the Minot Comprehensive Plan (updated in 2012) identifies growth areas with the goal of reducing and diversifying trips via compact development, this growth is putting significant pressure on the transit system to expand and serve new areas.

Existing System and Performance

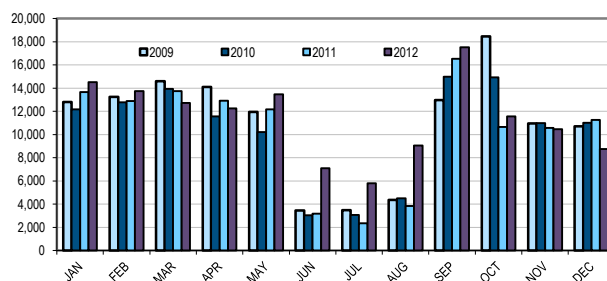
The productivity of the Early Morning and Afternoon and Midday systems, as measured in terms of passengers per revenue hour, vary widely depending on when and where the route operates. The average productivity of the Midday routes is 10.4 compared to 16.8 on the Early Morning and 18.4 on the Afternoon routes. There is also a wide fluctuation in ridership throughout the year. Ridership in the summer is significantly lower when the Early Morning and Afternoon system is not operating.

Local Americans with Disabilities Act (ADA) transit service in Minot is provided by Souris Basin Transit, which also operates intercity and regional service. Ridership on Souris Basin Transit is well distributed throughout Minot but with higher



Passengers per Revenue Hour – Midday Routes (2012)

ridership destinations typically associated with special needs populations, such as medical facilities and the Vocational Workshop. Still, a number of trips on SBT are provided to places not well served by the fixed route system (e.g., Cognizant) or to locations major shopping locations like Walmart where people want more personalized service.



Fixed route ridership by month (2009-2012)

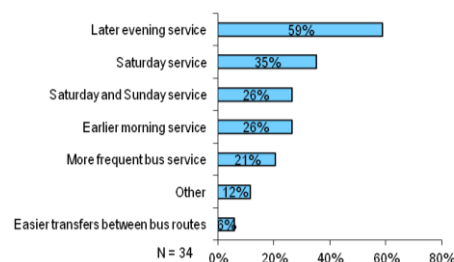
Minot Compared to its Peers

Based on an evaluation of six peer transit systems around the country, ridership per capita and productivity of service is relatively low in Minot (though not the lowest in all cases). All peer transit systems operate service at least until 6:30 p.m. on weekdays and offer service on Saturday (even if limited compared to weekdays). And all but one peer system provides a greater level of local funding for transit than Minot.

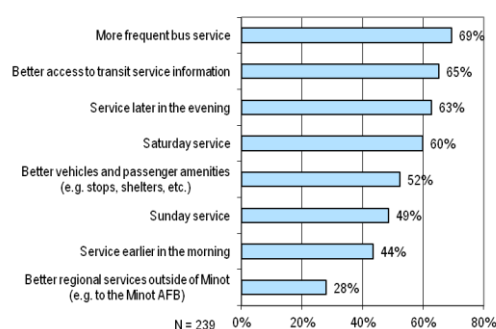
Community Outreach

A critical element of the CSA is to involve the community and get their input at key decision points. Individual meetings were conducted with key stakeholders in Minot, many of which have been involved throughout the project. The project also included an on-board passenger survey of the fixed route and paratransit systems, an online community survey, a planning game workshop with key stakeholders, and a dedicated project website to provide updates and solicit information. Over 120 residents signed up to receive email updates during the project, many of which also submitted comments. Study briefings were also provided to key City staff members throughout the study process. Based on this community outreach, the following key themes emerged:

- **Later evening service.** This is the top service need among existing passengers as well as community survey respondents. Currently, service ends at 5:00 p.m. but survey respondents would like service to end at least at 7:00 p.m., and preferably as late as 10:00 p.m.
- **Weekend service.** Saturday service is the second most requested improvement among survey respondents. While respondents were not specific about the level of service or how long service should operate on Saturday, peer agencies generally start service between 8:00 and 9:00 a.m. and end service between 5:00 and 6:30 p.m. Some existing passengers also viewed Sunday service as equally important as Saturday service.



Top service improvements among existing passengers (on-board passenger survey)



Top improvements among the general public (on-line survey)

- **Earlier morning service.** While less of a priority among survey respondents, early morning service – perhaps as early as 6:00 a.m. – was the third most important service improvement.
- **More direct service.** A number of survey respondents noted that more direct service would encourage them to try transit (or use it more often), especially if it were more direct to key destinations (e.g., Dakota Square Mall, Minot State University, Walmart, downtown, etc.).
- **Service to new and emerging areas of town.** Many survey respondents, as well as key stakeholders, said that service to new and emerging areas of town was an important need. In particular, stakeholders noted the new development occurring on NW 21st Avenue (Marketplace Foods) and Cognizant. There have also been discussions of significant new developments in nearly all quadrants of the city, but especially in the northwest and southwest.

PHASED SERVICE PLAN

Vision, Goals and Allocation of Resources

Prior to developing the phased service plan, it was important to first establish an overall vision for how transit should be provided in Minot. As such, a proposed vision is to develop a “Complete Transit System” that supports a broad range of trips for residents, employees, and visitors. A Complete Transit System has several guiding principles: 1) put the passengers first, 2) make transit convenient, 3) use transit to build a healthy and vibrant community, and 4) improve transit service and quality through local partnerships. Seven goals were then developed in support of this vision, ranging from providing good accessibility to ensuring the system remains financially sustainable.

It was also important to ensure that, as a public service, transit service in Minot should provide service to as many residents, workers, and visitors as it can with available resources. However, riders have varied travel demands, trip purposes, and transportation patterns and their demands on the transit system often compete with each other. For example, transit services that are intended to meet the basic transportation needs of residents who are unable or do not want to drive are very different than those aimed at increasing ridership and attracting riders that have other transportation options. As noted earlier, the transit system in Minot is heavily focused on providing a very high level of coverage throughout the community. However, through the community outreach process, it was clear that there is also a desire for services that are more direct, frequent and operate longer hours - especially for work trips and to areas of the community that have higher demand.

In addition, the phased service plan assumes that that the Early Morning and Afternoon system be merged with the Midday system so that schools are served as a part of an all-day transit network (with a focus on the middle and high schools) but not the focus of the system. This is being recommended because the existing Early Morning and Afternoon system is in danger of violating Federal Transit Administration regulations that prohibit exclusive school transportation with federally funded equipment or facilities. Because the existing system attracts a large number of students, “tripper” service that supplements the all-day transit network is also proposed to handle high passenger loads on certain routes in the morning and afternoon.

Short-Term Service Plan

Based on the community engagement process and background evaluation discussed above, the Short-Term Service Plan for the City of Minot was developed with the primary constraint of existing resources and relatively minor increases expected over the next one to three years. The Short-Term Service Plan does include some additional costs to account for “tripper” service that would provide additional capacity for schools at certain times of the day, and thus the Short-Term Service Plan is a “near cost neutral” plan that requires a small (4%) annual operating cost increase.

The primary features of the Short-Term Service Plan are summarized below:

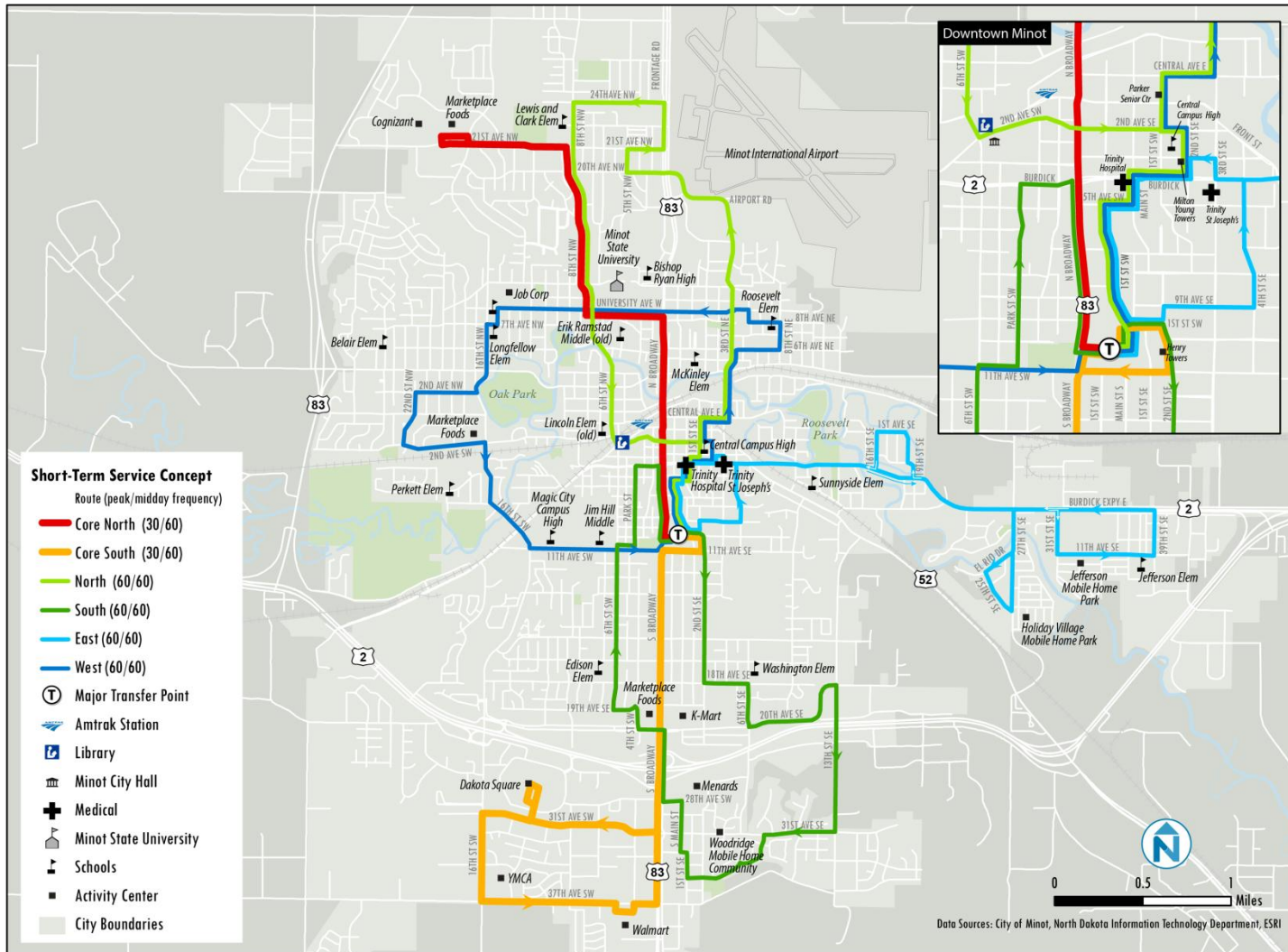
- **Higher-frequency** service in the primary north-south corridor (Broadway) connecting major employment locations in the City
- **Coverage-based** service in the outlying neighborhoods currently relying on transit
- **A longer service span** compare to the current services (starting at 7:00 am and ending at 7:00 pm)
- **Timed transfers** are maintained at a central location (currently Town & Country Center)
- Direct and customized service schools (especially to remote elementary schools) is no longer provided, however service to the middle and high schools is provided along a single, all day network and some tripper service is provided during the early morning and afternoon periods to handle increased passenger loads. It is assumed that the Minot School District would assume responsibility for student transport to elementary schools not served by the Short-Term Service Plan.

The 2014 annual operating budget for transit in Minot is about \$830,000. Minot City Transit operates about 10,100 annual hours of revenue service. Based on these figures, the cost per revenue hour of service is approximately \$82.00.

Figure ES-1 below presents the proposed Short-Term Service Plan. The system is designed around two “Core” routes serving downtown, North and South Broadway, and the major commercial and institutional destinations in town (Minot State University, Dakota Square Mall and Walmart). In addition, there are four “Loop” routes that focus on serving the neighborhoods to the north, east, south and west of downtown.

COMPREHENSIVE SYSTEM ANALYSIS | Final Plan - Executive Summary
City of Minot

Figure ES-1 Short-Term Service Plan



North-South “Core” Routes

- 30 minute frequency during peak periods (7:00 a.m. – 9:00 a.m. and 3:00 p.m. – 6:00 p.m.) and hourly frequency other times
- Service from 7:00 a.m. – 7:00 p.m.

Neighborhood “Loop” Routes

- North, South, West, East
- 60 minute frequency all day
- Service from 7:00 a.m. – 7:00 p.m.

Several other features of the Short-Term Service Plan include:

- **Vehicles and Capital Needs**
 - No expansion vehicles are required to operate the service
 - Buses will be in service longer than the existing system
- **Bus Stops**
 - Fixed bus stops are recommended on the Core routes and along major roadways
 - Flag stop where passengers can hail the bus at any safe location will still be provided within the neighborhoods

To better understand how the Short-Term Service Plan compares to the existing system, an analysis was also conducted that estimated how many of the existing passengers, residents and jobs would still be served. Key findings from this analysis are:

- Nearly all of the existing midday riders (99%) and between 74-86% of Early Morning and Afternoon riders would be within a reasonable walk (1/4 mile or less) of transit under to proposed plan.
- The Short-Term Service Plan would serve a similar proportion of the residents and jobs in the community (and the Core routes would be within 1/4 mile of about 50% of the jobs in the community).
- Sample trips from around the community would take about 20% less time than the existing Midday system due to increased frequencies of service and more direct routing, though the Core routes serve the most popular destinations in the community, so the collective time-savings impact for more people is likely higher.

Future Service Options

One of the key features of the Short-Term Service Plan is that service can be added to the network as needs arise and/or if additional revenues for transit is identified. The Mid-Term Service Options presented below represent priority transit improvements that could be implemented in the next 3 to 10 years (again, depending on when additional funding is available). Unlike the proposed Short-Term Service Plan, which has only a small cost increase, the Mid-Term Service Options will require significant higher operating costs, which are estimated in the table below. The Mid-Term Service Options are listed roughly in order of priority based on input from existing riders (from the on-board passenger survey), the community at large (from the community survey), and key stakeholders. As such, the first two priority improvements would be to extend

weekday service by two hours and then implement new Saturday service. These two changes would represent an increase in annual operating costs of about 30%.

Mid-Term Service Options (3-10 Years)

Service Options	Additional Annual Revenue Hours	% Increase over Existing	Estimated Additional Annual Operating Cost *	Additional Vehicle Needs
Option 1: Extend Weekday Service by 2 Hours	1,500	15%	\$123,000	0
Option 2: Saturday Service (8:00 a.m. to 6:00 p.m.)	1,500	15%	\$123,000	0
Option 3: Earlier Morning Weekday Service Hours (Start at 6:00 a.m.)	1,000	10%	\$82,000	0
Option 4: Additional Midday Frequency (30 Minutes) on Core Routes	1,800	18%	\$147,600	0
Total (All Options)	5,800	58%	\$475,600	

* Assumes \$82 per revenue hour based on the City of Minot FY 2014 Budget.

In support of the long-term vision for transit in Minot, a series of longer-term service expansion options were also identified. The long-term service options are designed to reinforce transit's role in the transportation system, and further expand the role transit provides. All of the options outlined below are conceptually shown beyond the 10 year timeframe and requires additional operating or capital revenues. However, any of these options could be implemented earlier depending on community development patterns, demand for new service, or availability of additional revenues.

Long-Term Service Options (10 + Years)

Service Options	Additional Annual Revenue Hours	% Increase over Existing	Estimated Additional Annual Operating Cost *	Additional Vehicle Needs
Option 1: New Southwest Route	3,000	30%	\$246,000	1
Option 2: New Northwest Route	3,000	30%	\$246,000	1
Option 3: Sunday Service (9:00 a.m. to 5:00 p.m.)	1,200	12%	\$98,400	0
Total (All Options)	7,200	72%	\$590,400	

* Assumes \$82 per revenue hour based on the City of Minot FY 2014 Budget.

PLAN IMPLEMENTATION AND OTHER CONSIDERATIONS

The table below summarizes the major service and capital improvements over the next 10 years (2014 to 2023). The major service changes would occur in 2015 when the Short-Term Service Plan would be fully implemented. Other major service changes would occur in the Mid-Term timeframe when additional revenues are identified and later evening and Saturday service is implemented. Other non-service elements, including staffing changes, are described in more detail below.

Year	System Changes	Annual Change in Operating Costs *	Capital and One-Time Costs *	Staffing Changes
2014	- Implement minor service changes - Electronic fare system	Minimal(change to fare media)	\$390,000 for all associated equipment - Two potential paratransit vehicle replacements @ \$40,000 per bus**	IT and administrative support – 0.25 FTE
2015	- Implement Short-Term Service Plan - Develop and distribute new marketing and advertising materials in support of Short-Term Service Plan (including new bus stop signage and information at stops) - Develop a new transit website - Promote Short-Term Service Plan	\$35,500 – \$6,500 (service changes) – \$29,000 (school trippers)	- One potential paratransit vehicle replacement @ \$40,000 per bus** - Bus stops signs and facilities – \$15,000 - \$20,000 - Marketing costs – \$15,000 - \$20,000 - Misc Capital Expenses – \$20,000	- Increased operations support staff – 1.0 to 1.5 FTE - Admin for marketing support – 0.25 FTE
2016	- Implement ADA paratransit eligibility process - Data collection and performance monitoring processes	None	- One potential fixed-route vehicle replacement @ \$450,000 per bus ** - Misc Capital Expenses – \$20,000	Administrative support – 0.25 to 0.5 FTE
Mid-Term (2017-2023)	- Improved online and mobile passenger information Implement later evening service (2 additional hours) - Implement Saturday service (8:00 a.m. – 6:00 p.m.) - New downtown transit center - Real-time vehicle arrival information	\$316,000-\$336,000 – \$123,000 (later evening service) – \$123,000 (Saturday service) – \$30-40,000 (maintenance of transit center) – \$17,000 (real-time information***)	- New downtown transit center – Planning and construction costs TBD - Bus replacements as needed – \$1,350,000 fixed route – \$240,000 paratransit - Misc Capital Expenses – \$140,000	- Increased operations and support staff for extended hours – 1.0 FTE - Potential staffing of downtown transit center – TBD

* All costs are in current year dollars. Assumes \$82 per revenue hour based on the City of Minot FY 2014 Budget.

** Assumes full cost of the vehicle, not the local match. The cost to the City is typically a 20% match to federal capital grants

***Assumes contracting with service provider that installs equipment on vehicles and manages centralized data management system. These costs may be capitalized if bought under a multi-year service package.

Staffing Changes

Changes to the transit service will have an impact on staff levels and needs, especially as new or additional services are provided. The major anticipated staffing changes are summarized below.

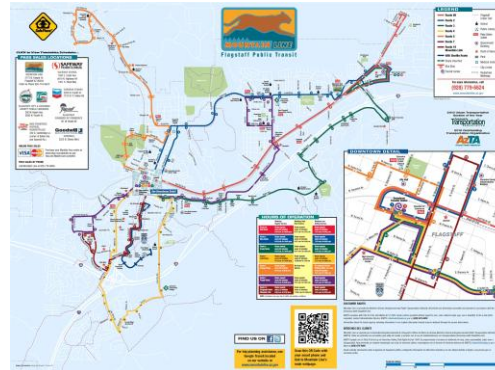
- **2014:** With the implementation of new electronic fareboxes, there is a potential for additional IT and/or administrative and operations support. It is assumed that the IT support could be added to an existing position within the City and the processing of collected fares and fare data would be by adding hours to existing operations and/or admin staff.
- **2015:** When the Short-Term Service Plan is implemented, the hours of service will expand, requiring some additional operations staff time. In addition, it will be important to promote and market the new service, so additional administrative time is assumed. It is estimated that 1.0 to 1.5 FTE will be required for operations support (primarily to support the longer service day and address existing staffing shortages) and 0.25 FTE will be required for administrative (marketing and customer service) support.
- **2016:** When a new ADA eligibility process is implemented, and collection and monitoring of performance data processes become more formalized, it is assumed that 0.25 to 0.5 FTEs will be required for additional administrative support.
- **Mid-Term:** When new service is added, especially later evening and Saturday service, additional operations support and driver staff are anticipated, though the exact estimate is still to be determined. In addition, a new transit center, if staffed, could require additional staff (exact number still to be determined).

Potential Downtown Transit Center

- Currently, the primary transfer location is at the Town & Country Center. While this facility is adequate for the short-term, as the system expands the City might want to consider a new dedicated transit facility. While there are several possible locations for a downtown transit facility, the ongoing *City of Minot Downtown Revitalization Plan* has identified a location for a new transit facility at the corner of 2nd Avenue SW and South Broadway (southeast corner).
- While timing, cost and design of the new downtown transit center is uncertain, it is assumed that it would occur within the Mid-Term timeframe (next 3-10 years). As such, a new facility would need to ensure that it has adequate space for passenger amenities, bus staging and layover, and other amenities (such as restrooms, driver break room, ticket vending/information booth, etc.).

Marketing and Technology Improvements

- Currently, rider information is limited to printed schedule and route maps as well as a website where this information can be printed. One of the key suggestions from existing passengers and other members of the public was improved information and marketing of the system.
- As such, it is recommended that the City develop improved printed information to include a single brochure that includes a system map, schedules, fare information, policies, etc. The brochures should be available on buses, at major bus stops and transfer locations, and (ideally) at other locations through town (such as medical facilities, Minot State University, Dakota Square Mall, etc.)
- Along with improved marketing information, it is also recommended that the City develop a refreshed branding and identity for the transit system. This could include an entirely new name (e.g., Magic City Bus) or just a new logo and color scheme.
- A new stand-alone website should accompany the new branding and marketing information. The website should contain all basic information (e.g., schedules, system map, fare information, Title VI policies, etc.). Over time, the website could serve as a portal for real-time passenger information and trip planning services. A mobile app should also be considered that includes basic schedule, fare, and contact information. New mobile technologies are quickly emerging and should continue to be more accessible for smaller transit providers like Minot.
- The City should also begin exploring getting schedule information into Google Transit, a free service that provides information to passengers through Google Maps. If real-time data is available, this can be incorporated into Google Transit to provide passengers with actual arrival and departure information.



The MountainLine transit system in Missoula, Montana has a strong branding and identity that are coordinated between buses, bus stops, printed materials and the website. A similarly coordinated marketing and branding approach could be developed for Minot.

Paratransit Services

- The existing contract with Souris Basin Transit fulfills (and goes beyond) ADA requirements, but riders are not registering for ADA paratransit service and no data on ADA services are available.
- It is recommend in the Short-Term that the City and Souris Basin Transit start an expanded eligibility process (after implementation of short-term service plan)
- There would be the need for ongoing staffing for the eligibility process (estimates as 0.25 FTE for one administrative person)

Performance Monitoring

- Future improvements to the transit system will require the continual monitoring and reporting of performance data. As such, it is recommended that the City develop data recording and reporting mechanisms and develop policies and practices for responding to under- and over-performing transit services.
- A monthly or quarterly report to the City Council should be provided that tracks system performance and ties this performance to accomplishing the proposed goals.

Fare Collection Improvements

- Currently, buses have only manual fareboxes and drivers are the primary sales outlet for tokens and passes. Drivers are also able to give change to passengers.
- As such, it is recommended that in the Short-Term timeframe the City upgrade its fare collection system to incorporate electronic fareboxes. The new fareboxes will validate and count cash fares and use electronic fare media to replace tokens and paper passes. Passengers would be required to carry exact change and drivers will not be permitted to make change.



Among other benefits, electronic fareboxes would require passengers to carry exact change but allow them to use electronic fare media. They would also prohibit drivers from making change.

Source: Oran Viriyincy, Flickr



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: February 3, 2025

**SUBJECT: CONTRACT FOR AIRPORT GA ACCESS ROAD REHABILITATION
PROJECT – DESIGN SERVICES**

I. RECOMMENDED ACTION

It is recommended City Council approve the GA Access Road Rehabilitation Project – Design Services proposal to be conducted by Short Elliott Hendrickson Inc. (SEH); and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Jennifer Eckman, Airport Director, 701-857-4739

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

This project will include the rehabilitation of existing GA access road pavements. The pavement has deteriorated to an anticipated Pavement Condition Index (PCI) value in the “Poor to Very Poor” range (<40). Repair is necessary to provide adequate and safe access for vehicles accessing the GA ramp and hangars. This road also includes access for fire station #3 that serves a dual purpose of both public fire service as well as the airside fire service.

B. Proposed Project

The project will likely include pavement removal, grading, geotextile fabric installation, new aggregate base installation, new bituminous pavement, and curb and gutter replacement.

Design services for this project will include project formulation, preliminary design including a geotechnical evaluation and survey, development of an Engineering Design Report, plan drawings and project manual development, FAA review of documents, construction bidding document coordination and bidding, contract award and grant application.

C. Recommendation Detail

The need for rehabilitation of the GA access road has become increasingly more urgent in recent years. Because of the availability of federal and local funding, the project is able to be completed this year.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

By rehabilitating the deteriorating pavements of the GA access road, this project will allow for continued safe operations for general aviation at the Minot International Airport as well as fire safety for the City of Minot.

C. Fiscal Impact

The anticipated cost of this project is outlined below:

Project Costs

Project Labor	\$59,898.15
Direct Expenses	\$19,101.85
TOTAL	\$79,000.00

Project Funding

The funding will come from the City of Minot allocated in the approved 2025 budget. Project expenses will be reimbursed at 95 percent from a 2025 FAA grant, with the remaining five percent to be a 50/50 cost share between NDAC grant funding and local funding at 2.5 percent each.

VI. ALTERNATIVES

1. City Council could recommend not to rehabilitate the access road pavement. The result will be further deterioration of the existing access road pavements likely increasing future efforts to rehabilitate the road with increased costs.

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 1/22/2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: GA Access Road Rehabilitation (Ph. 1) - Design.

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: Kyle Nelson, PE
Address: 3535 Vadnais Center Dr.
St. Paul, MN 55110-5196
Telephone: 651-900-0016 **email:** knelson@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 June 30, 2025. A schedule is included in Attachment A.

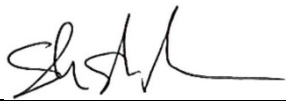
Payment: A retainer in the amount of \$0.00 will be paid in advance of Consultant starting work and will be applied to the final invoice(s). The lump sum fee is \$79,000 including expenses and equipment. See Attachment B reflecting the estimate of labor, fees, and expenses.

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 January 22, 2025

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
GA Access Road Rehabilitation – Phase 1
Scope of Work – Final Design

General – This project includes the full depth reconstruction of the GA access road located on the northeast side of the airfield, shown in the figure below. This pavement is deteriorating and needs reconstruction. The scope of the Phase 1 work area includes the access road south of the ARFF station (approximately 725' in length x 30' width). Repair is necessary to provide adequate and safe access for vehicles accessing the general aviation ramp and hangars. Based on site visits and photographs, the Pavement Condition Index (PCI) value for the access road is anticipated to be in the "Poor to Very Poor" range (<40).

The project will likely include pavement removal, grading, geotextile fabric installation, new aggregate base installation, new bituminous pavement, and curb and gutter replacement. Existing storm structures will be evaluated for either adjustment or replacement, depending on their condition.



Figure. Project Exhibit

Proposed project schedule:

February 3, 2025 – City of Minot consideration of Design contract

February 2025 – Preliminary Design (survey, borings, initial site visit)

February – March 2025 – Final Design & EDR

Late-March 2025 – Submit Engineer's Design Report and CSPP to FAA

April 2025 – Final plans and specifications posted for bidding (Design contract complete)

Late-April 2025 – Bid Opening

May 5th, 2025 – City of Minot consider Construction Award & Construction Administration contract (contingent on grant reception)

May 2025 – BIL/AIG Grant Application submittal

June 2025 – Start Construction Administration contract

August-September 2025 – Construction

(Construction administration services, as well as completion of the grant closeout report, will be included in subsequent work orders.)

GA Access Road Rehabilitation – Phase 1 (Final Design) - Project Deliverables – The project deliverables of this scope include the following:

1. Project Formulation
2. Engineer's Design Report
 - a. Including Construction Safety and Phasing Plan (CSPP) and Safety Plan Narrative
 - b. 7460/Airspace Submittal
3. Environmental determination (Categorical Exclusion)
4. Plan drawings
5. Bidding documents
6. FAA Plan and Specification review
7. Bidding and contract award recommendation
8. Project management and meetings

Work Element 1: Project Formulation

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Minot International Airport (MOT) (sponsor) to develop the appropriate scope of work approved by funding partners. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA for review and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete the project and grant pre-application documentation, environmental review submittals, cost breakdowns, and eligibility determinations for the approved scope of work.

Work Element 2: Preliminary Design

Task 2.1 – Geotechnical Analysis/Borings – Four (4) geotechnical borings will be drilled in the location of the proposed access road rehabilitation per FAA pavement design criteria. SEH will provide escorting and oversight during the drilling. The boring logs and narrative report including design recommendations will be used to develop the pavement design and the typical section for the access road.

Task 2.2 – Design Utility Locate – A design locate will be initiated with the North Dakota One Call utility service to obtain utility location information. Existing utilities will be documented and included in the project bidding documents.

Task 2.3 – Topographic Survey – A topographic survey will be completed for the proposed access road rehabilitation. Survey will include all pavement grades, pavement edges, curb & gutter, drainage structures, utility information, and other necessary features. SEH will provide escorting and oversight during the survey.

Work Element 3: Engineer's Design Report & Final Design

Task 3.1 – Engineer's Design Report - Complete Engineer's Design Report according to FAA requirements and submit to FAA for review at 90%. The report will be completed with the following sections:

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. Three meetings are estimated with sponsor and/or FAA to review the project.

Photographs – SEH will coordinate with MOT staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.

Applicable AIP Standards – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars.

Airport Operational Safety Considerations – SEH will develop a preliminary Construction Safety and Phasing Plan (CSPP), and confirm with sponsor and FAA, to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. Construction Safety and Phasing Plan and Safety Plan Narrative will be delivered to FAA for review and comment during EDR review process.

Pavement Design – SEH will utilize the geotechnical information obtained during preliminary efforts, data collected during a site visit, and project as-built information (if available) to evaluate the current pavement condition and proposed design criteria. FAARfield analysis will be completed to validate the pavement design. Pavement thickness will be verified with the FAA, Airport, & City of Minot based on users of the GA access road.

Drainage Design – Drainage away from the access road and the potential need for edge drains will be analyzed during design. Initial requirements for grading will be discussed in the EDR. A new curb & gutter drainage system will be designed adjacent to the proposed road reconstruction. Additionally, storm structures & catch basins within the project limits will be evaluated for replacement or adjustment as necessary.

Airfield Lighting and Signage – Airfield lighting and signage will not be impacted by the project.

Navigational Aids – NAVAIDs will not be impacted by the project.

Pavement Marking – SEH will develop a preliminary pavement marking plan and details for affected work areas as part of reconstruction to be included as part of the report.

Environmental Considerations – SEH will complete a request for environmental Categorical Exclusion (CATEX) for the project. SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with preliminary erosion control plans, if required for contractor to procure.

Existing Utilities – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the project area.

Miscellaneous Work Items – SEH will provide a narrative to address other work components of the project, such as turf establishment, site access, and other related work items.

Benefit Cost Analysis (BCA) – The proposed pavement will be bituminous. A detailed BCA will not be required.

Modification to AIP Design Standards – No modifications to design standards are anticipated, but this task will explore all preliminary design to confirm that no modifications to design standards will be requested.

AIP Non-eligible Work Items – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.

Disadvantaged Business Enterprise (DBE) – The current status of the Sponsor's DBE program and project requirements will be identified and included in the report. SEH will assist Sponsor in determining goal and good faith effort determinations, as well as including specification language in bidding documents.

Project Schedule – SEH will develop a schedule and associated chart to identify the project schedule and milestones during the design and bidding process.

Engineer's Estimate of Probable Cost – SEH to provide an itemized summary of the engineer's estimate of probable construction costs. Any ineligible work components will be called out separately. Local, state, and federal funding sources will be shown.

Preliminary Project Budget – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

Work Element 4: Plan Drawings for the GA Access Road Rehabilitation

Final design and plan drawings will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Items such as curb & gutter, storm structures, adjustments etc. will be designed to meet City of Minot standard details. Specific tasks included with this work element include:

Task 4.1 – Environmental Coordination and Permits – SEH will initiate coordination for the Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans. Additionally, the scope of work includes or coordination of the following permits:

- North Dakota Pollution Discharge Elimination System permit application

Task 4.2 – Construction Safety and Phasing Plan Development – SEH will refine and update the preliminary Construction Safety and Phasing Plan (CSPP) that was developed as part of the Engineer's Design Report. SEH will meet with MOT staff, FAA staff (including ADO and Tech Ops), airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A review and coordination meeting will be held with MOT and FAA prior to 7460 submittal. A figure will include points of interest requested

by FAA. A final CSPP will be uploaded for FAA airspace review via the 7460 OE/AAA review process.

Task 4.3 – Construction Plan Sheets – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Location Plan
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Topography/Grading Plan
- Plan/Profile drawings for new pavement
- Pavement Jointing Plan and Details (as applicable)
- Pavement Marking Plan and Details (as applicable)

Task 4.4 – Quality Control Site Visit – SEH will conduct a quality control site visit during final design to verify base maps, utility locations, grades, and other relevant site features to ensure conformance to bidding documents, and overall impacts to airport infrastructure.

Work Element 5: Construction Bidding Documents for the GA Access Road Rehabilitation

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13A, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

Task 5.1 – Construction Bidding Documents – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, bid alternatives (if applicable), State and Federal requirements, wage rates, technical specifications, required FAA standard contracts and clauses, DBE goals and GFE, and special provisions.

Work Element 6: FAA Construction Plans and Specifications Review

Task 6.1 – FAA Coordination – SEH will coordinate with the FAA on submitting a 90% EDR, complete set of construction plans, and specifications for FAA review.

Task 6.2 – Review and Address FAA Comments – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

Work Element 7: Bidding and Contract Award Recommendation

Task 7.1 – Bidding and Award – Assist the Client with obtaining construction bids for proposal improvements. Assist the Client with securing a grant from the Federal Aviation Administration for this project. Make a recommendation to the Client on award of construction contract.

Work Element 8: Project Management – This task includes the overall project management of Work Elements 1 through 7 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 8.1 – Design Team Meetings and Sponsor Meetings – This task includes meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members.

Task 8.2 – Agency Meetings – This task includes meetings by the design team, North Dakota Aeronautics Commission, FAA ADO, FAA Tech Ops, FAA ATC Tower manager, MOT staff,

and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items.

Task 8.3 – Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, subconsultant oversight, progress reports, budget updates and monthly invoices.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc. Geotechnical borings and report will be completed by Braun Intertec of St. Cloud, Minnesota.
2. Ulteig Engineering. Topographic survey and control points will be completed by Ulteig Engineering out of Fargo, North Dakota.

Exclusions:

1. Construction inspections
2. Construction administration
3. Contractor coordination
4. Post design services
5. Project Record Drawings
6. FAA Closeout Report

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
GA ACCESS ROAD RECONSTRUCTION - PHASE 1
ENGINEER'S DESIGN REPORT, FINAL DESIGN, AND PLANS AND SPECIFICATIONS
MINOT INTERNATIONAL AIRPORT (MOT)
MINOT, NORTH DAKOTA

Task No.	Task Description	Principal	Project Manager	Project Engineer	Graduate Engineer	Surveyor	Admin Technician
Project Formulation							
1.1	Scoping, Review, and Coordination	2	8	8			1
1.2	Project Formulation		2	2			1
Preliminary Design							
2.1	Geotechnical Analysis/Borings		4	12			
2.2	Design Utility Locate		2	2			
2.3	Topographic Survey		4	2	2		
Engineer's Design Report & Final Design							
3.1	Engineer's Design Report & Final Design	2	24	40	8		2
	<i>Including:</i>						
	Photographs						
	Applicable AIP Standards						
	Airport Operational Safety Considerations						
	Pavement Design						
	Drainage Design						
	Airfield Lighting and Signage						
	Navigational Aids						
	Pavement Marking						
	Environmental Considerations						
	Existing Utilities						
	Miscellaneous Work Items						
	Benefit Cost Analysis						
	Modification to AIP Design Standards						
	AIP Non-eligible Work Items						
	Disadvantaged Business Enterprise (DBE)						
	Project Schedule						
	Engineer's Estimate of Probable Cost						
	Preliminary Project Budget						
Plan Drawings for GA Access Road Reconstruction							
4.1	Environmental Coordination and Permits		2	4			1
	NPDES/SWPPP Permit			4	2		
4.2	Construction Safety and Phasing Plan		4	8	2		
4.3	Construction Plan Sheets		16	40	30		
	<i>Including:</i>						
	Title						
	Construction Safety Plan						
	Construction Phasing Plans						
	Statement of Estimated Quantities						
	Details and Construction Notes						
	Utility Locations Plan						
	Typical Section(s)						
	Removal Plan						
	Erosion Control Plan and Details						
	Topography and Plan/Profile Drawings						
	Bituminous Jointing Plan and Details						
	Pavement Marking Plan and Details						
4.4	Quality Control Site Visit		12	12			
Construction Bidding Documents for GA Access Road Reconstruction							
5.1	Construction Bidding Documents	1	8	12			4
FAA Construction Plans and Specifications Full Review							
6.1	FAA Coordination	1	8	6			
6.2	Review and Address FAA Comments		4	4			
Bidding and Contract Award Recommendation							
7.1	Bidding and Award		6	8			4
Project Management							
8.1	Design Team Meetings & Sponsor Meetings		8	8	6		
8.2	Agency Meetings	1	4				
8.3	Overall Project Management		8				1
	Total hours per labor category	7	124	172	50	0	14

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	7	\$81.40	\$569.80
Project Manager	124	\$54.38	\$6,743.12
Project Engineer	172	\$46.88	\$8,063.36
Graduate Engineer	50	\$40.43	\$2,021.50
Surveyor	0	\$44.72	\$0.00
Admin Technician	14	\$35.44	\$496.16
Total Direct Labor Costs:			367
Direct Salary Costs plus Overhead (191%)			\$17,893.94
Total Labor Costs			\$34,191.74
Fixed Fee on Labor Costs (15%)			\$7,812.85

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Flight	2	\$1,000.00	\$2,000.00
Per Diem (Incl. lodging, meals)	3	\$350.00	\$1,050.00
Mileage	250	\$0.70	\$175.00
Computer Charge	367	\$5.55	\$2,036.85
Reproductions / Miscellaneous	1	\$200.00	\$200.00
Subconsultant - Braun Intertec (Geotechnical)	1	\$8,140.00	\$8,140.00
Subconsultant - Ulteig (Survey)	1	\$5,500.00	\$5,500.00
Total Expenses			\$19,101.85

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$79,000.38
Estimated Total	\$79,000.00

January 10, 2025

Proposal QTB208684

Kyle Nelson, PE
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed General Aviation Access Road Reconstruction
Minot International Airport
305 Airport Road
Minot, North Dakota

Dear Mr. Nelson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed reconstruction of the General Aviation (GA) access road at the referenced site.

Project Information

Per our correspondence and the provided site plan, we understand the project will include reconstruction of the GA access road at the Minot International Airport. The access road runs between US Highway 83 and the west end of the airport, is approximately 700 feet long, and is currently bituminous pavement. The locations of the soil borings will be surveyed and staked by Short Elliott Hendrickson, Inc. (SEH) prior to our drilling.

Purpose

The purpose of our geotechnical evaluation will be to characterize existing pavement and subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and reconstruction of the access road.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs and previous site visits, it appears that the boring locations are accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Utility Clearance

Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Pavement Coring

We will core pavements at the four soil boring locations. The cores will be extracted and visually evaluated. Thicknesses and pavement condition of the cores will be reported. Since water is required for our coring, this work will need to take place when temperatures are moderate (typically above freezing).

Penetration Test Borings

We propose to drill four standard penetration test (SPT) borings for the project, extending them each to a depth of 10 feet. Standard penetration tests will be performed continuously in the upper 5 feet and at 2 1/2-foot vertical intervals at greater depths.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

We will backfill our soil boring exploration location immediately after completing the drilling. Upon backfilling the soil boring location and completing the pavement cores, we will fill holes in pavements with a temporary bituminous patch. Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing four moisture content tests, two mechanical analyses (through a #200 sieve only), and an Atterberg limits test. We will adjust the actual number and type of tests based on the results of our borings.

Report

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design and construction of the pavement, including providing a recommended pavement section thickness based on estimated subgrade strength parameters.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 5 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Final report submittal – within 4 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$8,140. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours discussed, we will request additional fees to cover our additional costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Master Subcontract for Services, dated March 19, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 (coanderson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Charles (Wes) Dickhut, PE
Associate Director, Principal Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



January 22, 2025

Kyle Nelson, PE
Engineer, Airport Planning and Design
Short Elliott Hendrickson Inc.

651.900.0016 mobile

RE: MOT GA Access Road Survey

Dear Kyle,

We would like to thank you for asking Ulteig Operations, LLC and our affiliates (collectively, "Ulteig", "we" or "us") to provide this agreement (the "Agreement") for Land Surveying Services (the "Services") in connection with the above-referenced project (the "Project") for Short Elliot Hendrickson Inc. (the "Client") (Ulteig and the Client are each a "Party" and together the "Parties"). We are pleased to have the opportunity to be of service to you with respect to the Project. We, like you, value clear and timely communication. In that spirit, the purpose of this Agreement is to memorialize our understanding of the Project, as well as the terms and conditions by which we will provide Services to you.

1. SERVICES

The scope of Services will be as set forth in "Exhibit A" to this Agreement (the "Scope of Services"). Any services not specifically set forth in the Scope of Services constitute "Additional Services," and, unless otherwise agreed, will entitle Ulteig to additional compensation calculated on an hourly basis under Ulteig's fee schedule currently in effect. The fees set forth below (the "Fees") are based on the Services set forth in the Scope of Services, and the assumption that you will authorize the Services within thirty (30) days of the date of this Agreement. The Fees are subject to increase if you do not authorize the Services within such time.

2. FEES

You agree to pay us our usual and customary hourly rates for providing the Services. A copy of our current rate sheet is attached as "Exhibit C." Ulteig's hourly rates are subject to adjustment from time to time and may be affected by factors such as unusual time constraints and overall value of the Services. You acknowledge and agree that any estimates set forth in the Scope of Work or otherwise provided by Ulteig to you are only estimates and that Ulteig will not be bound or limited by any such estimates.

3. REIMBURSABLE EXPENSES

Reimbursement for certain items, such as travel expenses, long distance calls, facsimile service, photocopying, and computerized research are not included in the Fees. These expenses, if incurred, will be advanced by us, and then billed to you.

4. SCHEDULE

Any milestones or specific dates for completion of the Services will be as set forth in "Exhibit A." The Fees assume that there will be no material delays that prevent the completion of the Services



according to the milestones or specific dates set forth in “Exhibit A.” The Fees are subject to modification in the event of any delays, except for any delays that are caused solely by Ulteig.

5. TERMS AND CONDITIONS

This Agreement includes and incorporates Ulteig’s current Standard Terms and Conditions for Professional Services (the “Terms and Conditions”) which are set forth in “Exhibit B” attached hereto and incorporated by reference herein. The Terms apply as if fully set forth in this Agreement. In the event of any conflict between the Terms and the contents of this letter (including, without limitation, a Scope of Services or the Schedule), the Terms will control. By your signature below you agree and consent to the Terms and acknowledge that you understand that the Terms are part of this Agreement.

We look forward to working with you on this matter. We appreciate your confidence in us and the opportunity to serve you. If you have questions, please feel free to call us. If this Agreement meets with your approval, please sign and date below. This Agreement will be effective as of the date of your execution (the “Effective Date”).

Sincerely,
ULTEIG OPERATIONS, LLC

APPROVED AND AGREED
Short Elliot Hendrickson Inc.

A handwritten signature in black ink, appearing to read "Kurt M. Kisch".

NAME: Kurt M. Kisch
TITLE: Senior Manager - Survey

NAME:
TITLE:
DATE:



EXHIBIT A
SCOPE OF SERVICES
TOPOGRAPHIC SURVEY (8602)

SCOPE

The project consists of performing a topographic survey for the Minot ARFF property GA Access Road identified in the provided project scope request.

TOPOGRAPHIC SURVEY

1. Ulteig shall prepare a topographic survey of significant features within the area as specified by the client. The topographic survey shall include elevation shots across the site to verify existing topographic conditions, locations of visible improvements within the subject area (i.e. buildings, concrete, asphalt, utilities, etc.) and any visible permanent structures that are within 50 feet and adjoining the subject area that may be potentially incorporated into the topographic survey.
2. Ulteig will establish two (2) temporary benchmarks on the project site and three (3) permanent benchmarks located off of the project site.
3. Ulteig will locate any soil borings that are identifiable and completed prior to commencement of the topographic survey.
4. Contours will be at one (1) foot intervals.

SCHEDULE

Receipt, by Ulteig, of the executed Agreement from the Client serves as written authorization to proceed. Upon receipt of the written authorization to proceed, Ulteig will promptly schedule the project.

DELIVERABLES

1. The boundary and topographic survey deliverable will be a certificate of boundary and topographic survey delivered in PDF and Autocad drawing form. The topographic survey will list the elevation benchmarks and the vertical datum utilized for the survey as well as the horizontal datum of the site. Unless otherwise specified by the client, the horizontal datum used for the topographic survey will be North Dakota North NAD 83, International Feet, Grid.

FEES

Topographic Survey fee estimate of **\$5500.00** (based on our current hourly rate schedule)

ADDITIONAL SERVICES

Meetings:

All meetings to be attended by Ulteig at the request of the client will be invoiced on an hourly basis.



Exhibit B - Ulteig Standard Terms and Conditions for Professional Services

1. Ulteig will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services provided under similar conditions at the same time and in a similar locale. Ulteig will be responsible for the technical accuracy of the Services and related work-product. If notified of any deficiency within one (1) year after the Services are delivered, Ulteig will correct any material technical inaccuracies in its Services or related work-product without additional compensation, except to the extent such inaccuracies are attributable to deficiencies in Client-furnished information or otherwise the fault of Client. THE FOREGOING REMEDIES CONSTITUTE CLIENT'S EXCLUSIVE REMEDY AND ULTEIG'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS PARAGRAPH 1. ULTEIG MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
2. Ulteig will prepare invoices using Ulteig's standard invoicing practices to be submitted to Client monthly. Invoices are due and payable upon receipt. If Client fails to make such payment within thirty (30) days after receipt, Ulteig will charge interest at the lesser of 1.5% per month or the maximum rate of interest permitted by law beginning date the invoice was received. Any late payments will be credited first to interest and then to principal. Ulteig may, after giving seven (7) days' written notice to Client, suspend the Services until Client pays to Ulteig all amounts due in full. Additionally, Client will owe Ulteig any costs incurred to collect late payments from Client.
3. The obligation to provide further Services under the Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement through no fault of the terminating Party. However, the Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice. If either Party has terminated Services, the termination will not affect any rights or remedies of either Party against the other then existing or which may thereafter accrue.
4. The obligation to provide further Services under the Agreement may be terminated by Ulteig immediately upon written notice to Client if: (a) Ulteig believes that Client has requested Ulteig to furnish or perform Services contrary to Ulteig's responsibilities as a licensed professional; (b) Client files a voluntary petition seeking relief under the United States Bankruptcy Code or there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court; or (c) if Ulteig's ability to perform or provide the Services is delayed or suspended for more than sixty (60) days for any reason beyond Ulteig's control. Ulteig will have no liability to Client on account of a termination under this Paragraph 4.
5. In the event of any termination of this Agreement, Client will pay Ulteig for all Services performed and all Reimbursable Expenses incurred by Ulteig through the effective date of such termination.
6. Other than any cost, loss, or damages that is proven to have been caused by the sole negligence of Ulteig, Ulteig will not be liable to Client or anyone claiming by, through, or under Client for any cost, loss, or damages caused, in whole or in part, by the negligence of any entity or individual under the Agreement or in any way relating to the Services.
7. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement: (a) the Parties and their officers, directors, employees, agents, and consultants will not be liable to one another or any third party for any loss of use, revenue or profit, or for any special, incidental, indirect, consequential, exemplary or punitive damages whether arising out of breach of contract, tort (including negligence), professional errors or omissions, strict liability, any warranty express or implied, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any remedy of its essential purpose; and (b) the total liability, in the aggregate, of Ulteig and Ulteig's officers, directors, employees, agents, and consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages arising out of, resulting from, or in any way related to the Project, the Services or the Agreement from any cause or causes will not exceed the total compensation paid by Client to Ulteig under the Agreement. This limitation applies to all liability or causes of action unless otherwise prohibited by law.
8. The Agreement may only be amended, supplemented, modified, or canceled by a written instrument signed by the Parties. The Agreement is to be governed by North Dakota law. Any dispute between the Parties that cannot be resolved through alternative dispute resolution will be venued in a court of competent jurisdiction in Fargo, North Dakota. The Agreement constitutes the entire agreement between Client and Ulteig and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral. If any legal action or proceeding is brought by Ulteig to enforce the Agreement, Ulteig will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which Ulteig may be entitled.



2024 Hourly Rate Schedule for Survey Effective January 1, 2024

Engineer		Survey	
Engineering Intern	\$100.00	Survey Technician Intern	\$90.00
Graduate Engineer	\$130.00	Survey Technician	\$110.00
Design Engineer	\$140.00	Lead Survey Technician	\$125.00
Engineer	\$168.00	Senior Survey Technician	\$140.00
Lead Engineer	\$188.00	Survey Crew Chief	\$140.00
Senior Engineer	\$215.00	Land Surveyor-in-Training	\$145.00
Principal Engineer	\$225.00	Land Surveyor	\$155.00
Drafter & Technician		Lead Land Surveyor	\$165.00
CADD/BIM Technician Intern	\$90.00	Senior Land Surveyor	\$198.00
CADD/BIM Technician I	\$100.00	Principal Land Surveyor	\$216.00
CADD/BIM Technician II	\$110.00	Construction Management	
BIM/CADD Lead	\$120.00	Construction Inspector I	\$120.00
Senior BIM/CADD Lead	\$130.00	Construction Inspector II	\$130.00
(BIM) Engineering Technician	\$120.00	Construction Inspector III	\$150.00
(BIM) Designer	\$140.00	Construction Manager	\$165.00
Lead (BIM) Designer	\$150.00	Senior Construction Manager	\$210.00
Senior (BIM) Designer	\$166.00	Planning & Environmental	
Project Management		Environmental Intern	\$80.00
Project Coordinator	\$115.00	Environmental Technician	\$95.00
Senior Project Coordinator	\$135.00	Environmental Specialist	\$120.00
Project Analyst	\$130.00	Lead Environmental Specialist	\$160.00
Senior Project Analyst	\$150.00	Senior Environmental Specialist	\$205.00
Project Controls Specialist	\$156.00	Principal Environmental Specialist	\$225.00
Senior Project Controls Specialist	\$196.00	Data Scientist	\$136.00
Associate Project Manager	\$142.00	Lead Data Scientist	\$186.00
Project Manager	\$160.00	Senior Data Scientist	\$204.00
Senior Project Manager	\$198.00	Planner	\$140.00
Program Manager	\$205.00	Lead Planner	\$155.00
Senior Program Manager	\$216.00	Senior Planner	\$216.00
GIS		Archeologist Intern	\$80.00
GIS Technician	\$115.00	Archeologist Technician	\$95.00
GIS Analyst	\$140.00	Archeologist	\$120.00
Lead GIS Analyst	\$164.00	Lead Archeologist	\$145.00
Senior GIS Analyst	\$172.00	Senior Archeologist	\$190.00
Right-of-Way		Principal Archeologist	\$215.00
Right-of-Way Document Specialist	\$100.00	Other Classifications	
Right-of-Way Specialist I	\$110.00	Clerical	\$60.00
Right-of-Way Specialist II	\$126.00	Staff Support	\$84.00
Lead Right-of-Way Specialist	\$142.00	Principal	\$240.00
Senior Right-of-Way Specialist	\$164.00	Mobilization	\$50.00
Right-of-Way Manager	\$215.00		

Reimbursable Expenses			
Subcontractors/Subconsultants	Cost	Staking:	
Survey Vehicle	\$0.75/mile	Hubs	\$0.95/each
Car/Pickup	IRS Rate/mile	Lath	\$1.40/each
Utility Vehicle	\$205.00/day	Posts	\$5.00/each
Drone, Scanning, Remote Sensing	\$80.00/hour	Rebar	\$1.50/each
Meals (Per Diem)	\$65.00/day	Rebar with Caps	\$2.00/each
Travel and Other Misc. Out-of-Pocket	Cost	Section Corner Monuments	\$6.00/each
GPS Rover (1 unit & controller)	\$28.00/hour		
GPS Rover (2 units & controller)	\$49.00/hour		
Robotic Total Station	\$39.00/hour		

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 a 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 subtier 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.



TO: Mayor Ross
Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: February 3, 2025

SUBJECT: CHAPTER 23 LIGHTING ORDINANCE

I. RECOMMENDED ACTION

It is recommended City Council approve the ordinance on first reading.

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

Because unreasonable and excessive lighting can cause significant discomfort, impair quality of life, and disturb the peace and tranquility of the community and pursuant to council direction, this ordinance was drafted to regulate lighting, to define violations, and to set a fine for violations.

B. Proposed Project

To create an ordinance enacting Chapter 23, Article VII (lighting) code of ordinance for the City of Minot, North Dakota and allow the city council to regulate lighting.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Safe and welcoming

B. Service/Delivery Impact:

This ordinance is intended to prevent significant discomfort, impairment of quality of life, and disturbance of the peace and tranquility of the community by maintaining reasonable standards of lighting.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

1. City Council could choose not to pass the ordinance and continue without lighting restrictions of this manner.
2. City Council could choose to modify the proposed ordinance.
Coordination with the City Attorney is recommended to ensure that compliance with the City of Minot Code of Ordinances is followed.



ORDINANCE NO. _____

AN ORDINANCE ENACTING CHAPTER 23, ARTICLE VII (LIGHTING) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA AND ALLOW THE CITY COUNCIL TO REGULATE LIGHTING.

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 the provision 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 power to fix fees in the exercise of its governmental police powers; and

WHEREAS, The City Council desires to enact Chapter 23, Article VII, Code of Ordinances, to regulate lighting, to define violations, and to set a fine for violations;

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

§1 THAT CHAPTER 23, ARTICLE VII, (LIGHTING) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA, is hereby enacted as follows:

Article VII. LIGHTING

Sec. 23-114. Purpose.

Unreasonable and excessive lighting can cause significant discomfort, impair quality of life, and disturb the peace and tranquility of the community. Therefore, it is in the best interest of public welfare to regulate lighting to ensure the enjoyment of residential and commercial properties.

Sec. 23-115. Prohibited lighting provisions.

- (a) Prohibited Lighting. The following types of lighting are expressly prohibited:
- (1) Searchlights.
 - (2) Strobe lights and laser lights, including laser light shows and aerial laser lights.
 - (3) Lighting that is determined by the City of Minot Police Department to contribute to a condition or disabling or distracting glare onto a public roadway or creates a hazard or danger to persons.
 - (4) Use of lighting in any manner with the intent to annoy, harass, or disturb any individual.

- (5) Any light fixture that may be construed as or confused with a traffic signal, traffic control device.
- (6) Lighting that interferes with local aviation operations as determined by the Minot International Airport Director.

(b) Exemptions.

- (1) Public lighting that is located within a public right-of-way.
- (2) Lighting required by the Federal Aviation Administration (FAA) for aviation control/safety.
- (3) Temporary residential holiday lighting - unless it creates a hazard.
- (4) Lights used by police, fire, medical personnel, and wrecker services during an emergency.
- (5) Lighting placed underwater to illuminate swimming pools or fountains.
- (6) Lighting used in the undertaking of municipal road construction, emergency repair or maintenance of utility lines, sewer, water mains or similar public infrastructure.

Sec. 23-116. Manner of enforcement.

The penalty for violation of the provision of section 23-115 shall be a criminal infraction with a fine of one hundred fifty dollars (\$150.00).

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: February 3, 2025

SUBJECT: CHAPTER 23 NOISE ORDINANCE

I. RECOMMENDED ACTION

It is recommended City Council approve ordinance on first reading.

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

In a recent meeting the City Council directed staff to propose a lighting ordinance to be considered by the Council. In review of the lighting ordinance, it became clear the similarities in lighting and noise are such that the two ordinances should be reviewed together, and any modifications to the noise ordinance could be addressed at the same council meeting alongside of the lighting ordinance. Staffs review of the current noise ordinance resulted in recommended changes.

B. Proposed Project

To repeal and reenact the existing Chapter 23, Article VI, Code of Ordinances, to update language, clarify violations, update enforcement penalties, and align the ordinance with current practices

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

Repealing and replacing this ordinance is intended to prevent significant discomfort, impairment of quality of life, and disturbance of the peace and

tranquility of the community by better defining reasonable standards of noise violations and creating a more effective means for enforcement of these violations.

C. Fiscal Impact

N/A

Project Costs

None

Project Funding

N/A

VI. ALTERNATIVES

1. City Council could choose not to pass the ordinance. This would result in maintaining the current noise ordinance.
2. City Council could choose to modify the proposed ordinance. Coordination with the City Attorney is recommended to ensure that compliance with the City of Minot Code of Ordinances is followed.



ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING CHAPTER 23, ARTICLE VI (NOISES) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA AND ALLOW THE CITY COUNCIL TO REGULATE NOISES.

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 the provision 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 power to fix fees in the exercise of its governmental police powers; and

WHEREAS, the City Council desires to regulate, define, and set a fine for noise violations; and

WHEREAS, The City Council desires to repeal and reenact the existing Chapter 23, Article VI, Code of Ordinances, to update language, clarify violations, update enforcement penalties, and align the ordinance with current practices;

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

§1 THAT CHAPTER 23, ARTICLE VI, (NOISES) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA, is hereby repealed and reenacted as follows:

ARTICLE VI. NOISES

Sec. 23-106. Legislative findings.

(a) The making, creation or maintenance of such loud, unnecessary, unnatural or unusual noises which are prolonged, unusual and unnatural in their time, place and use, affect and are a detriment to public health, comfort, convenience, safety, welfare and prosperity of the residents of the city.

(b) The necessity, in the public interest, for the provisions and prohibitions contained in this article, is declared as a matter of legislative determination and public policy, and it is further declared that the provisions and prohibitions of this article are in pursuance of and for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare and prosperity and the peace and quiet of the city and its inhabitants.

Sec. 23-107. Definitions. For the purposes of this of article, certain words and phrases used herein are defined as follows:

- (1) "Bel" is the common logarithmic value of any sound intensity as related to the standard threshold of audibility (minimum detectible sound or 10—12 watts per square meter).
- (2) "Decibel" is one-tenth ($1/10$) of a bel as measured on the "A" scale of a standard sound meter using procedures recommended by the American Standard Association.
- (3) "Cycle" is the complete sequence of value of a periodic quantity that occur during a period.
- (4) "Frequency" of a function periodic in time is the reciprocal of the primitive period. The unit is the cycle per unit time and must be specified.
- (5) "Sound-level meter" is an instrument including a microphone, an amplifier, an output meter, and frequency weighing networks for the measurement of noise and sound levels in a specified manner.
- (6) "Person" is a person, person's firm, association, co-partnership, joint venture, corporation or any entity public or private in nature.
- (7) "Emergency work" is work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.
- (8) "Emergency vehicles" are those vehicles such as ambulance, fire, police and other city vehicles operating in time of emergency.

Sec. 23-108. - Unnecessary noise generally.

- (1) It shall be unlawful for any person to make any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health peace, or safety of others within the limits of the city.
- (2) *General provision; tests for unlawful noise.* The standards which shall be considered in determining whether a violation of section 23-108 exists shall include, but shall not be limited to, the following factors:
 - (a) The volume of the noise.
 - (b) The intensity of the noise.
 - (c) Whether the nature of the noise is usual or unusual.
 - (d) Whether the origin of the noise is natural or unnatural.
 - (e) The volume and intensity of the background noise, if any.
 - (f) The proximity of the noise to residential sleeping facilities.
 - (g) The nature and zoning of the area within which the noise emanates.
 - (h) The density of inhabitation of the area within which the noise emanates.

- (i) The time of the day or night the noise occurs.
- (j) The duration of the noise.
- (k) Whether the noise is recurrent, intermittent, or constant.
- (l) Whether the noise is produced by a commercial or noncommercial activity.
- (m) Whether the noise is reasonable.
- (n) Zoning Districts; Noise Guidance Levels. The following Table I shall be also be considered when determining whether a violation of section 23-108 exists.
 - (i) Sound or noise projecting from one use district, into another use district with a different noise level limit, shall be considered under the guidance limits of the district into which the noise is projected.
 - (ii) The permissible levels in decibels set forth in Table I shall be modified so that any noise occurring on property deemed to be nonconforming use property shall be determined upon the conforming zoning designation of the property.

TABLE I. NOISE GUIDANCE LEVELS FOR ZONING DISTRICTS

	<i>All Residential Districts</i>	<i>All Commercial Districts, Public, and Mixed-Use Districts</i>	<i>All Industrial Districts</i>
Decibels permitted from 7:00 a.m. until 11:00 p.m., daily:	60	70	85
Decibels permitted from 11:00 p.m. until 7:00 a.m. of the following day:	55	65	80

- (3) *Exemptions.* The following uses and activities shall be exempt from noise level regulations:
 - (a) Noises of safety signals, warning devices, and emergency relief valves.
 - (b) Noises resulting from any authorized emergency vehicles, when responding to an emergency call or acting in time of an emergency.
 - (c) Noises resulting from emergency work as defined in section 23-108(a)(9).
 - (d) Any construction or maintenance activities for residential areas from 11:00 pm to 7:00am.

- (e) The operation and testing of standard residential equipment in proper working order. Examples include but are not limited to lawn equipment, snow blowers, air compressors, generators.
- (f) Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefore has been granted by the city in accordance with section 23-109 (c).
- (g) Any aircraft operated in conformity with, or pursuant to, federal law, Federal Aviation Administration regulations, and air traffic control instruction used pursuant to and within the duly adopted federal air regulations. Any aircraft operating under technical difficulties, in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations.
- (h) All railroad locomotives and railroad operations and motor carriers engaged in interstate commerce.
- (i) The use of snow removal equipment, including but not limited to tractors, plows and snow blowers in the aftermath of snowfall.

Sec. 23-109. – Noises prohibited—Decibel provisions for vehicles.

- (1) *Motorized vehicles.* It shall be unlawful to operate a motorized vehicle within the city limits which creates a noise or sound which exceeds the noise level limits as follows:
 - (a) Trucks, buses, construction equipment, or any motor vehicle with a gross weight rating of ten thousand (10,000) pounds or more:
Maximum allowable limit: 88 dB measures at 25 feet.
 - (b) Passenger cars, pickups, vans, motorcycles, snowmobiles, or any motor vehicle with a gross weight rating less than ten thousand (10,000) pounds:
Maximum allowable limit: 80 dB measured at 25 feet.

Sec. 23-110. – Application for special permit.

- (1) Applications for a permit for relief from the noise level designated in this section on the basis of undue hardship may be made to the city engineer or his duly authorized representative. Any permit granted by the city engineer hereunder shall contain all conditions upon which said permit has been granted and shall specify a reasonable time that the permit shall be effective. The city engineer, or his duly authorized representative, may grant the relief as applied for if he finds:
 - (a) That additional time is necessary for the applicant to alter or modify his activity or operation to comply with this section; or
 - (b) The activity, operation or noise source will be of temporary duration, and cannot be done in a manner that would comply with other subsections of this section; and
 - (c) That no other reasonable alternative is available to the applicant; and

- (d) The city engineer may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Sec. 23-111. Manner of enforcement.

The penalty for violation of the provisions of section 23-108 and 23-109 shall be a criminal infraction with a fine of one hundred fifty dollars (\$150.00).

Sec. 23-112. Same—Additional remedy, injunction.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision hereof and which cause discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health, or peace of residents in the area shall be deemed, and is declared to be, a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

Sec. 23-113. Operation of sound system in motor vehicle.

- (1) Notwithstanding anything to the contrary in this article, no person shall operate a sound system in a motor vehicle-while the motor vehicle is on the public right of way or other public property-so that the sound system is audible more than thirty feet from the motor vehicle. As used herein the term "sound system" includes, but is not limited to, any device which is designed with the principal purpose of converting (with or without amplification) an electric current into sound waves, but excludes an auto horn used as a warning device.
- (2) The penalty for violation of section 23-113 shall be a criminal infraction with a fine twenty-five dollars (\$25.00), except that if the violation is the second violation by the defendant within the previous twelve (12) months, then the fine shall be one hundred dollars (\$100.00), or if the violation is the third violation by the defendant within the previous twelve months, then the fine shall be one hundred fifty dollars (\$150.00) (as will be all subsequent violations by the defendant within a consecutive twelve-month period).

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: February 3, 2025

**SUBJECT: STATE REVOLVING FUND (SRF) LOAN APPLICATION FOR LEAD
SERVICE LINE IDENTIFICATION AND REPLACEMENT**

I. RECOMMENDED ACTION

It is recommended City Council authorize the Utilities Department to apply for an SRF loan to cover the costs of identification and replacement of all lead service lines and authorize the Mayor and Finance Director to sign any applicable documentation.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The EPA has recently finalized its Lead and Copper Rule. Among other things it includes the requirement to identify the material make up of all water service lines, additional testing requirements and the eventual replacement of all lead service lines in Minot. As the rule was being developed the federal government allocated funds to the state for loan forgiveness for lead service line identification and replacement. The City of Minot submitted projects to the Drinking Water State Revolving Fund to be added to their priority list. Based on the amount of requests it didn't appear the City of Minot would be offered grant funds in 2025 so funds were not accounted for in the budget. However, the ND Department of Environmental Quality (DEQ) had some communities decline their loan forgiveness requests and it is now being offered to the City of Minot. SRF loans are available for lead service line identification as well as replacement and are being offered at 0.5% interest at a term of our choosing. If approved, 66% of all costs would be forgiven and the city would pay back the remaining 34% at the terms listed above.

B. Proposed Project

The Utilities Department recently submitted its inventory to DEQ late in 2024. After records searches and best available data today, there are over 8,000 services lines that are of unknown material. Unknowns are to be

assumed lead until verified. The Utilities Department would like to submit a loan application to cover the costs of identifying the remaining 8,000 unknown service lines plus additional funding for the replacement of all lead service lines that are encountered. This will be a multi-year project to get all of this work completed.

C. Recommendation Detail

The identification and replacement of all lead service lines is being mandated by EPA. The current loan forgiveness program is only available until remaining funds are obligated.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The replacement of all lead service lines will ensure water is delivered through non-lead containing lines improving public health and safety by reducing exposure to lead.

C. Fiscal Impact

Project Costs

Service Line Identification Cost Estimate	\$4,400,000
Lead Service Line Replacement Cost Estimate	\$25,000,000

Project Funding

Servicing of the debt payments will be included in future budget years and paid for by Water-Sewer-Storm Sewer user fees.

VI. ALTERNATIVES

Council could elect to deny the request to apply for SRF funding. Staff will then need to rely on the utility to fund these costs which will most likely lead to increased water rates.



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: February 3, 2025

**SUBJECT: ARTICLE III DIV 1 SEC 28-85/86/87 SIDEWALK SNOW ROW, SIGHT,
REMOVAL ORDINANCE AMENDMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the ordinance amendments for each section listed below and authorize Mayor and Staff to sign applicable documentation:

- 1. Section 28-85: Specify “Pedestrian Curb Ramps” to More Clearly Align with Title II (ADA)**
- 2. Section 28-86: Add Verbiage for Criminal Infraction: Fine of \$150 (1ST), \$250 (2ND), \$350 (3RD), Class B Misdemeanor with a max penalty of 30 days imprisonment and up to a \$1,500 fine (4TH)**
- 3. Section 28-87: Extend Snow Removal Timeframe and Language to Stipulate 72 Hours After Conclusion of Snow Event**
- 4. Section 28-87: Specify “Pedestrian Curb Ramps” to More Clearly Align with Title II (ADA)**
- 5. Section 28-87: Remove N.D.C.C. 40-29 Abatement Process**
- 6. Section 28-87: Add Verbiage for Criminal Infraction: Fine of \$150**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The management of snow and ice removal from sidewalks and public right-of-ways is a significant concern throughout the City of Minot. Local ordinance Sections 28-85, 28-86, and 28-87, establish clear responsibilities for property owners and occupants regarding sidewalk snow and ice control. The responsibilities include (reasonably) clearing the sidewalk abutting their property within 24 hours of a snowfall and ensuring they do not deposit snow in a manner that creates visibility issue for motor vehicle operators and pedestrians.

However, there are significant challenges associated with these regulations, including a lack of clarity on ADA compliance, issues related to right-of-way and line-of-sight infractions, and difficulties in enforcing penalties for violations. The current abatement processes can be time-consuming and place a strain on city resources, while insufficient guidelines for sidewalk clearing result in safety hazards for pedestrians. Furthermore, existing penalties, as outlined in Section 1-8, range from fines of \$50 to \$1,500 but may not effectively deter non-compliance.

B. Proposed Project

The proposed project aims to enhance compliance with accessibility and safety regulations regarding pedestrian curb ramps and snow management. Section 28-85 will define "Pedestrian Curb Ramps" more explicitly to ensure alignment with Title II of the Americans with Disabilities Act (ADA). Additionally, Section 28-86 introduces a structured penalty framework for non-compliance, establishing fines that escalate with repeated violations, enhancing enforcement and accountability. Section 28-87 will not only extend the timeframe for snow removal to 72 hours after a snow event but will also eliminate the N.D.C.C. 40-29 abatement process, streamlining operations and reducing resource demands across multiple departments. Lastly, implementing penalties for violations is intended to encourage compliance with essential public safety measures, ultimately creating a more accessible and safer environment for all citizens.

C. Recommendation Detail

Recommendations for each section of Article III, Division 1, were chosen based on community feedback from the 2023 Community (Citizen) Survey. These recommendations also aim to address the needs of the community and prevent safety hazards in areas with high traffic, including both pedestrian and motor vehicle travel.

IV. IMPACT

A. Aspirations

Prepared & Resilient

B. Service/Delivery Impact:

The proposed adjustments to sidewalk snow and ice removal regulations offer several key benefits for the community. By extending the timeframe for property owners and occupants to clear sidewalks from 24 hours to 72 hours, the new measures ensure that individuals have ample opportunity to manage snow and ice after a storm, promoting safer pedestrian access for everyone. This extension can significantly reduce the risk of accidents for those navigating the sidewalks, particularly for vulnerable populations such as the elderly and persons with disabilities, thereby enhancing overall community safety and mobility. Additionally, eliminating the abatement process reduces the burden on the already limited resources of the Street Department, allowing them to allocate efforts more effectively. The proposed fine system encourages compliance without placing excessive financial strain on property owners, fostering a sense of accountability and

community responsibility for maintaining accessible walkways. Overall, these changes aim to create a more inclusive and safer environment for all residents while balancing the needs of city resources.

C. Fiscal Impact

Project Costs

There are no known associated direct costs associated with the adopted amendments.

Project Funding

N/A

VI. ALTERNATIVES

1. Alternative One: This option would allow the abatement process outlined in Section 28-87 to remain unchanged. However, all other sections are recommended for amendment. (Section 28-87: Maintain the N.D.C.C. 40-29 Abatement Process)

2. Alternative Two: This option would permit Section 28-86 to continue relying on Section 1-8 for penalties. This approach may lead to ongoing resource constraints and could reduce the responsiveness of code enforcement due to limited staff availability. Additionally, this option would remove section 28-87's abatement process and other penalties. While this would alleviate some resource constraints on city staff in multiple departments, it would not address the safety concerns arising from the lack of monitoring and enforcement of infractions. All other sections are recommended for amendment. (Section 28-86: Remains unchanged as it is currently written & Section 28-87: Remove the N.D.C.C. 40-29 Abatement Process and associated costs, which would eliminate both the abatement process and other penalties for this infraction)



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 28-85, 28-86 AND REPEALING AND REENACTING SECTION 28-87 OF CHAPTER 28 (STREETS, SIDEWALKS, AND PUBLIC GROUNDS), ARTICLE III (USE AND CARE OF SIDEWALKS, STREETS, AND FLOOD CONTROL WORKS), DIVISION 1 (SIDEWALKS), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA AND ALLOW THE CITY COUNCIL REGULATE SNOW AND ICE ON PUBLIC RIGHT-OF-WAYS AND SIDEWALKS.

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 the provision 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 power to fix fees in the exercise of its governmental police powers; and

WHEREAS, The City Council desires to amend the existing Sections 28-85, 28-86 and 28-87, Chapter 28, Article III, Division 1, Code of Ordinances, to update and add enforcement provisions and penalties, clarify owner or occupant responsibilities, and remove abatement and assessment provisions; and

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

§1. That Section 28-85 of Chapter 28 (Streets, Sidewalks, and Public Grounds), Article III (Use and Care of Sidewalks, Streets, and Flood Control Works), Division 1 (Sidewalks) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 28-85. Sidewalks to be cleared of snow and ice; piling on public right-of-way restricted.

- (a) The owner or occupant of any building, home, grounds, or premises abutting a street, shall keep the sidewalk, including any pedestrian curb ramps, abutting such premises reasonably clear of snow and ice. If the premises in question also abut on an alley, then the abutting sidewalk will be deemed to include the sidewalk crossing the alleyway (if any), up to the centerline of the alley.
- (b) When the premises abutting a street is owned by the city, any sidewalk, including any pedestrian curb ramps, abutting such premises shall be reasonably clear of snow and ice, in accordance with the city council approved snow plan.

§2. That Section 28-86 of Chapter 28 (Streets, Sidewalks, and Public Grounds), Article III (Use and Care of Sidewalks, Streets, and Flood Control Works),

Division 1 (Sidewalks) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended to enact section 28-86(d):

Sec. 28-86. Piling of snow and ice on public right-of-way restricted.

- (a) No person shall deposit or cause any snow or ice to be deposited upon any city street or sidewalk; nor shall snow or ice be deposited or moved upon public or private property so as to create a traffic hazard or to interfere in any manner with the vision or view of a driver of a motor vehicle or pedestrian at or near street intersections or where traffic merges or near school/pedestrian crossings.
- (b) No person shall deposit any snow or ice removed from any parking lot, filling station area, driveways, or from any other private property upon any public or city property or city street or sidewalk.
- (c) No person shall deposit or cause any snow or ice to be deposited on or against any fire hydrant or traffic-signal-control device or traffic sign or appurtenance; or any loading and unloading area of a public transportation system or emergency access land.
- (d) The penalty for a violation of section 28-86 shall be a criminal infraction punishable with a fine of one hundred fifty dollars (\$150.00), except that if the violation is the second violation by the defendant within the previous twelve (12) months, then the fine shall be two hundred fifty dollars (\$250.00), or if the violation is the third violation by the defendant within the previous 12 months, then the fine shall be three hundred fifty dollars (\$350.00). The penalty for a fourth violation within the previous twenty-four (24) months, shall be a class b misdemeanor in accordance with section 1-8 of the Minot Code of Ordinances.

§3. That Section 28-87 of Chapter 28 (Streets, Sidewalks, and Public Grounds), Article III (Use and Care of Sidewalks, Streets, and Flood Control Works), Division 1 (Sidewalks) of the Code of Ordinances, City of Minot, North Dakota, is hereby repealed and reenacted to read as follows:

Sec. 28-87 Failure to remove snow or ice from sidewalks; penalty.

The owner or occupant of a property shall remove snow and ice within seventy-two (72) hours after the conclusion of a snow storm from any sidewalks and pedestrian curb ramps along or in front of any building, home, grounds, or premises. The penalty for a violation of section 28-87 shall be a criminal infraction punishable with a fine of one hundred fifty dollars (\$150.00).

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney
Harold Stewart, City Manager
David Lakefield, Finance Director
Lisa Jundt, Human Resource Director

DATE: February 3, 2025

SUBJECT: SETTLEMENT AGREEMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the attached settlement agreement and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 701-857-4721

III. DESCRIPTION

A. Background

Attached is a proposed settlement agreement and mutual release of claims by and between the City of Minot and John Klug.

B. Proposed Project

The negotiated settlement agreement contemplates the following primary material terms, which are included alongside standard and logistical settlement agreement terms:

- Klug submits his notice of retirement effective March 22, 2026 and will remain a benefit eligible city employee through his retirement date;
- City will pay Klug all vested and accrued paid time off (PTO) as required by law through March 21, 2026 less standard deductions such as pension payments, health insurance payments, and any other deductions necessary for him to maintain benefit eligible employee status as defined in the City's pension program;
- City will not pay Klug a salary through March 21, 2026;
- City will be free to begin recruiting for a police chief, and Klug will be eligible to begin employment with another entity immediately; and
- Klug and City mutually agree to release all claims against each other.

C. Recommendation Detail

City Staff are paid their unused PTO upon termination of their employment with the City of Minot. John Klug has earned over 300 hours of PTO earned over the course of his 30+ year tenure with the City. He is eligible to retire on March 21, 2026, and dividing his unused PTO equally through his retirement date.

IV. IMPACT

A. Aspirations

B. Service/Delivery Impact:

Approving and authorizing the Agreement will govern the City's employment relationship with John Klug from the date of execution.

C. Fiscal Impact

By policy the City is required to pay out any remaining PTO, so using the PTO through retirement eligibility does not represent additional costs to the City.

VI. ALTERNATIVES

1. The City Council could provide a counter-offer to the terms of the settlement agreement. These new terms would need to be presented to Klug for consideration.
2. The City Council could reject the terms of the settlement agreement altogether and provide alternate direction to city staff.



SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS ("Release" or "Agreement") is entered into by John Klug ("Klug") and the City of Minot, North Dakota ("City"). Klug and City are collectively referred to herein as the "Parties" and each singularly as a "Party" as context provides.

RECITALS

- A. WHEREAS, John Klug assumed the position of Chief of the Minot Police Department in February 2020; and
- B. WHEREAS, in September 2024, the City retained a third-party investigator to investigate allegations of a hostile work environment, inconsistent discipline, staff confidence in leadership, staff retention, staff morale, and staff concerns of retaliation at the Minot Police Department and Minot Central Dispatch ("Investigation"); and
- C. WHEREAS, in December 2024, the third-party investigator produced a report on file with the City of Minot ("Investigation Report"), the findings of which are contemplated and incorporated herein; and
- D. WHEREAS, upon receipt of the Investigation Report, both of the Parties raised certain concerns against the other; and
- E. WHEREAS, the Parties reached this agreement with the intention of ensuring Klug can complete his law enforcement career with the Department in good standing until the accrual of his Rule of 85 pension benefits on March 22, 2026, while assuring a mutually beneficial transition of Department leadership; and
- F. WHEREAS, the Parties desire to avoid the cost, expense, and uncertainty of pursuing, prosecuting, and/or defending against the claims and potential claims the Parties have or may have arising against one another related to or arising from the Investigation and Investigation Report to include, but not limited to, proceedings before any Boards, Commissions, Arbitrators, Administrative Agencies, Administrative Law Judges, and Courts of both North Dakota and the United States; and
- G. WHEREAS, neither Party admits any liability or wrongdoing in entering into this Agreement and the Parties expressly agree that resolution of this

dispute shall not constitute evidence of or be an admission of wrongful conduct, liability, or fault on the part of either Party and that the Parties continue to deny any and all claims and allegations asserted against one another; and

H. WHEREAS, the Parties have agreed to a full and final settlement of all disputed issues between them; and

I. WHEREAS, the Minot City Council considered this Agreement at its regular meeting on February __, 2025 and passed a motion approving the execution of the same; and

NOW, THEREFORE, IN CONSIDERATION of the foregoing, the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties promise, agree, and covenant as follows:

1. Recitals Incorporated. The recitals above are hereby incorporated as if fully set forth herein, and are material terms of this Agreement.

2. Klug's Employment Status. The Parties agree that upon the Effective Date of this Agreement the following terms and conditions will become effective with respect to Klug's employment status:

a. By signing this Agreement, Klug submits his notice of retirement effective March 22, 2026. By signing this Agreement, the City accepts Klug's notice of retirement effective March 22, 2026, and warrants that under the plan outlined in Exhibit A Klug will secure pension eligibility under the Rule of 85 on March 22, 2026.

b. Klug may accept alternate, part or full-time employment during the term of this Agreement, and in doing so indemnifies the City from any claims that could result from performing the duties required under alternate employment.

c. The City shall pay Klug all vested and accrued paid time off (PTO) as required by law through March 21, 2026.

3. Payment. In settlement and consideration of Klug's Release of Claims contained in paragraphs 6, 7, and 8 of this Agreement, and other promises made by Klug in this release, City will make the following payment as settlement proceeds, which Klug agrees to accept:

- 1
- a. Klug's Paid Time Off (PTO) accruals through March 21, 2026. In exchange for execution of this release, the City shall allow Klug to remain on staff as a benefit eligible employee and incrementally pay to Klug the balance of his PTO as of January 24, 2025 and any PTO which may accrue through March 21, 2026, less standard deductions including pension payments, health insurance payments, and any other deductions that are necessary for him to maintain benefit eligible employee status as defined in Minot's City pension program. **Exhibit A attached hereto details the PTO payment plan in its entirety.**
 - b. Payment of the sum identified in Paragraph 3a of this Agreement shall be made in the form of bi-weekly payments in the same form and manner available to all City employees to the financial account designated by Klug and on file with the City Human Resources Department.
 - c. Klug understands that he must remain enrolled in the City's health insurance plan through March 21, 2026 if he wants the option to receive retirement health insurance benefits through the City until age 65. Klug cannot re-enroll in the City's health insurance plan if he decides to remove himself from the plan.
 - d. Klug understands that he must continue to make contributions to the City's pension plan in order to qualify to draw from the City's pension on March 22, 2026. Failure to do so will disqualify Klug from drawing from the City pension on March 22, 2026. If this should happen, he would not be eligible to draw from the City pension until he reaches the age of 60 years old. Failure to make pension payments will also disqualify Klug from enrollment in the City's health insurance plan.
 - e. Klug understands that he will not be paid any other sum from the City, including no salary, through March 21, 2026. He must contact the City's Human Resource Department the month prior to his retirement date to complete the necessary forms to receive his pension.
 - f. Klug will not be eligible to file for any WSI claim as he will no longer be physically working at the City, nor will he be eligible for short term/long term disability benefits or life

insurance benefits which require he maintain a work schedule of at least 30 hours per week. If Klug should pass away while considered an active employee, or while collecting City pension benefits, his surviving spouse will receive two-thirds of his annual pension immediately following his death.

- g. Klug understands that should any of the benefits he is eligible to maintain pursuant to this Agreement be adjusted by a decision of the City Council (for example, change in insurance provider, PTO accrual, etc.) that those changes shall become effective for Klug and apply to this Agreement in the same time and manner it becomes effective for all City employees.
 - h. Klug acknowledges the payment described in this paragraph constitutes sufficient consideration to support execution of this Agreement.
4. City Property. Klug shall coordinate with the Human Resources Department to ensure return of all City property. If Klug receives a request from the City to return certain City property, and Klug fails to do so in a reasonable time and manner not to exceed thirty (30) consecutive calendar days, the City is authorized to withhold the replacement cost of the City property from his payments forthcoming under this Agreement or take any legal action necessary to recover the City property.
5. Binding Effect. The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
6. Klug's Release of Claims. In consideration of the payments described herein and the other promises, agreements, and covenants made herein, the sufficiency of which are hereby acknowledged, Klug, in his capacity as an individual, for himself, his heirs, executors, and assigns, hereby releases and forever discharges City and its respective partners, agents, attorneys, employees, representatives, directors, officers, managers, members, participants, affiliated entities, sureties, self-insurance pool the North Dakota Insurance Reserve Fund ("NDIRF"), predecessors, successors, and assigns from and against Klug's claims and any and all claims, damages, injuries, or other causes of action that Klug has asserted or reasonably could have asserted or that arises from or in any way relates to the Investigation,

the Investigation Report, and the facts and circumstances that arose during Klug's employment as Minot Police Chief that relate to the Investigation, Investigation Report, and/or this Agreement. Klug's Release of Claims specifically includes, but is not limited to, all claims, damages, costs, and any legal or equitable relief of any kind, including but not limited to attorneys' fees and costs, arising under any and all federal, state, and local statutory and common laws (whether such claims sound in breach of contract, tort, employment law, constitutional law, and/or equity), including specifically any claims based upon tort, wrongful termination, due process, breach of contract, defamation, retaliation, tort, damages for lost employment, out of pocket costs, lost earnings, lost earning capacity, profit sharing, retirement plans, benefits, any/or any claims made or could have been made and/or any claims that are known or unknown, whether conceivable or inconceivable, or which in the future may arise related to the Investigation, the Investigation Report, and the facts and circumstances that arose during Klug's employment as Minot Police Chief that relate to the Investigation, Investigation Report, and/or this Agreement.

Klug specifically releases and forever discharges City, its individual employees and representatives, and NDIRF for any injuries he sustained or may in the future sustain or that he has claimed were caused or worsened as a result of City's conduct relating to the Investigation, the Investigation Report, and the facts and circumstances that arose during Klug's employment as Minot Police Chief that relate to the Investigation, Investigation Report, and/or this Agreement, or which in the future may arise or worsen. Klug further agrees that he expressly waives any and all rights under N.D.C.C. § 9-13-02, which states:

9-13-02. Extension to known claims.

A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor.

Klug agrees not to bring any lawsuits, institute any claims or actions for damages, or otherwise authorize any party or entity to institute any claim or action for damages concerning any grievance, lawsuit or legal action, proceeding, claim, complaint, charge, judgment, and execution – whether or not those damages may be described as liquidated or unliquidated, known or unknown, and whether related or unrelated to any present dispute of law, fact, or both, that Klug has ever had or may presently have, including without limitation:

- a. Any and all claims relating to or arising from Klug's employment relationship with the City of Minot and the ending of that relationship excepting those claims that

result in Klug's exclusion from the City pension under Rule of 85 through no fault by Klug;

- b. Any and all claims under the law of any jurisdiction including, but not limited to claims for discrimination under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Genetic Information and Discrimination Act, the Family and Medical Leave Act, and all applicable provisions of North Dakota law, including but not limited to the North Dakota Human Rights Act. This release extends to any claims arising under local, State, and Federal statutory and common law (including claims for equitable relief) for wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; retaliation; breach of contract – both express and implied excepting those claims that result in Klug's exclusion from the City pension under Rule of 85 through no fault by Klug; breach of a covenant of good faith and fair dealing – both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; negligent hiring, supervision or retention; retaliation; reprisal; personal injury; assault; battery; invasion of privacy; false imprisonment and conversion;
- c. Any and all claims for violation of the federal or any state constitution;
- d. Any and all claims arising out of any other laws or regulations relating to employment or employment discrimination and retaliation;
- e. Any claims for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Klug as a result of this Agreement excepting those claims that result in Klug's exclusion from the City pension under Rule of 85 through no fault by Klug; and
- f. Any and all claims for attorney's fees and costs.

Klug's Release shall not include claims arising out of a breach of this Agreement or a breach of warranty of Rule of 85 eligibility under the pension plan – which is the essence of the Agreement, and a claim of breach of this Agreement and any damages arising therefrom is not subject to the terms of, or otherwise released in this Agreement.

7. Klug's Waiver of Claims arising under the Age Discrimination in Employment Act (ADEA). By executing this Agreement, in addition to the waiver of claims in Paragraphs 6 and 7 above, Klug knowingly and voluntarily waives any rights or claims arising under the ADEA, as amended by the Older Workers Benefit Protection Act, and its implementing regulations. By signing this Agreement, Klug acknowledges the following:

- a. This waiver is written in a manner affirmatively understood by Klug based upon his education and skills;
- b. The waiver in this paragraph specifically waives any and all claims for monetary damages Klug has or may have under the ADEA;
- c. As to the waiver of claims in this paragraph, Klug does not waive rights or claims that may arise after the date this waiver is executed;
- d. This waiver or rights of claims under the ADEA is made in exchange for the City's Release of Claims and consideration stated in paragraph 9 of this Agreement and anything else of value that Klug is already entitled to;
- e. Klug has been advised to consult with his attorney prior to executing this Agreement;
- f. Klug has a period of at least 21 days within which to consider this Agreement; however, it may be executed any time prior to the expiration of 21 days;
- g. Klug shall have a period of at least 7 days following the execution of this Agreement to revoke it. This Agreement shall not become effective or enforceable until the 7-day revocation period has expired. In the event Klug desires to revoke this Agreement, he shall deliver notice to the City via mail to City Manager, City of Minot, P.O. Box 5006, Minot, ND 58701; or email to attorney@minotnd.gov.

8. City's Release of Claims. In consideration of Klug's Release of Claims contained in paragraphs 6, 7, and 8 of this Agreement, City hereby releases and forever discharges Klug of any and all claims, known and unknown, that arise from or in any way relate to the Investigation, the Investigation Report, and the facts and circumstances that arose during Klug's employment as Minot Police Chief that relate to the Investigation, Investigation Report, and/or this Agreement, except as provided for in Paragraph 10 of this Agreement.
9. Liability of the Parties Extinguished. Other than the specific exclusions identified in this Agreement, the Parties understand and agree that the purpose, intent, and legal effect of this Agreement is to resolve, release, compromise, settle, and extinguish the entire liability of the Parties arising out of or related to the Investigation, the Investigation Report, and the facts and circumstances that arose during Klug's employment as Minot Police Chief that relate to the Investigation, Investigation Report, and/or this Agreement for breach of contract, violation of due process, defamation, retaliation, fraud, constructive fraud, and fraud in the inducement.
10. Adequate Compensation and Denial of Liability. Klug agrees and acknowledges that he has reviewed the terms of this Agreement and does accept payment of the settlement amount described in paragraph 3 of this Agreement as final, and binding compromise of matters involving the disputed issues regardless of whether too much or too little may have been paid; that payment of the settlement amount by City shall not be considered an admission of any liability or wrongdoing; and that no past or present wrongdoing on the part of City shall be implied by the payment and negotiation that resulted in this Agreement.
11. Compliance with Public Records Laws. Klug understands that City must comply with North Dakota's Public Records Laws and that this Agreement will be open to the Public upon full execution thereof.
- a. Non-disclosure of Confidential or Closed Information Obtained by Klug. Klug agrees that during the term of his employment with City he received certain confidential records and information as defined by N.D.C.C. § 44-04-17.1(3) and certain closed (exempt) records and information as defined by N.D.C.C. § 44-04-17.1(1) and (2). Klug agrees that he will keep this information strictly confidential from the public, and if he is contacted for this information, he will contact the City Manager for instruction on how to proceed on any requests for release of this information. If Klug is found to have violated this section

by a court of competent jurisdiction, the City may seek appropriate remedies as allowed by law. If a court of competent jurisdiction determines Klug violated this provision, Klug shall pay City's attorney's fees and costs associated with enforcing this provision.

12. Entire Agreement. This Agreement supersedes all prior and contemporaneous negotiations and agreements between the Parties, oral or written. All prior and contemporaneous negotiations and agreements are incorporated and merged into this Agreement and are abandoned if not so incorporated. No representations, oral or written, are being relied upon by the Parties executing this Agreement, other than the express representations made in this Agreement. This Agreement cannot be changed or terminated without the express written consent of both Parties that unequivocally indicates the Parties' intention to modify this Agreement.
13. Severability. The Parties agree that if any portion of this Agreement is ever determined to be unenforceable, such unenforceable provision shall be deemed severed from the remainder of this Agreement and not affect the enforceability of any other clause or the remainder of this Agreement. In the event that any portion of this Agreement is ever determined to be unenforceable, the Agreement will be, to the greatest extent possible, interpreted and enforced in a manner that is most consistent with the letter and spirit of all the terms of this Agreement as executed.
14. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of North Dakota and any dispute arising hereunder that cannot be resolved through mediation shall be resolved in a District Court located in Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
15. Knowing and Voluntary Release. By signing below, Klug represents that he has carefully read this Agreement, understands its terms and the effect hereof, and has signed this Agreement freely and with consideration of the effect of his signature on this Agreement. Klug further represents that he knows and fully understands the contents of this Agreement, that he intends to be legally bound by this Agreement and the Release contained herein, and that he is signing this Agreement voluntarily and of his own free will and without coercion. Klug represents that he has been represented in review of this Agreement by Jesse Walstad of the Vogel Law Firm, has had the opportunity to have meaningful consultation with his attorney, and is satisfied that after such consultation he still wants to enter into this Agreement and be bound by the terms herein.

16. Counterparts. This Agreement may be executed in any number of counterparts and, if executed in more than one counterpart, the executed counterparts shall be each deemed to be an original but all such counterparts shall together constitute this Agreement.
17. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	John Klug
c/o Finance Director	Latest address on file with the City Human Resources Department
P.O. Box 5006	
Minot, ND 58702	
finance@minotnd .gov	

18. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
19. Assignment. Neither Party may assign or otherwise transfer or delegate any right or duty under this Agreement without the other Party's express written consent.
20. Effectiveness of Agreement. This Agreement is effective upon being fully executed by both Parties.

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CITY OF MINOT SIGNATURE PAGE

WE DECLARE UNDER PENALTY OF PERJURY THAT WE HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, FULLY UNDERSTAND IT, AND HAVE EXECUTED THIS AGREEMENT ON BEHALF OF AND AS AUTHORIZED BY THE MINOT CITY COUNCIL BY PLACING MY SIGNATURE BELOW ON THIS _____ DAY OF _____, 2025.

_____ Thomas Ross Mayor	_____ Date
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_____ David Lakefield Finance Director	_____ Date
--	---------------

_____ Mikayla McWilliams City Clerk	_____ Date
---	---------------

STATE OF NORTH DAKOTA	)
	) ss.
COUNTY OF WARD	)

On this ____ day of _____, 2025, before me personally appeared Thomas Ross, David Lakefield, and Mikayla McWilliams known to me to be the City of Minot's Mayor, Finance Director, and City Clerk respectfully, and the people who is described herein, executed the within instrument, and acknowledged to me that they executed the same.

(SEAL)

_____ Notary Public Ward County, State of North Dakota My Commission Expires: _____
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TO: Mayor Ross
Members of the City Council

FROM:

DATE: February 3, 2025

SUBJECT: APPROVE INTERIM POLICE CHIEF AGREEMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the contract for Interim Police Chief with Denis Otterness and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 701-857-4721

III. DESCRIPTION

A. Background

At the January 6th City Council meeting the City Manager recommended separation with the police chief and the appointment of an external Interim Police Chief. Given the recent investigation, its findings, and other recent events the City Manager believes it is necessary to have an experienced interim police chief who is unconnected and unattached to recent and former histories. This will allow for further recommendations and potential changes to improve the climate, culture and morale of the department based on current best practices and standards for police departments across the country, tempered with Minot PD's current needs and capabilities.

C. Recommendation Detail

An offer has been made by the City Manager to Denis Otterness who retired in 2023 as the Police Chief of West Fargo, ND and the City Manager is asking for approval of the agreement by the City Council. The agreement is for a 6-month period, starting February 10, 2025 and extendable in one month increments for up to an additional 6 months. If approved Mr. Otterness will earn \$4,550/week during the term of the contract which is all inclusive of factors associated with a temporary appointment such as housing. Other than earning one PTO day per pay period, no other benefits such as health insurance or retirement will be provided.

IV. IMPACT

A. Aspirations

Safe and Welcoming; Excellent and Connected

B. Service/Delivery Impact:

The goal is to improve the morale of staff and work environment, and to ensure the City is providing the highest quality of police services.

C. Fiscal Impact

Funded through personnel cost savings from budgeted vacant positions, primarily the police chief position.

Project Costs

\$4,550/week for six months, potentially up to an additional 6 months, and reimbursement of up to two roundtrips of travel.

Project Funding

1002100041100

VI. ALTERNATIVES

1. Council could direct the City Manager to identify a different candidate to serve as Interim Chief
2. Council could direct the City Manager to continue with the current Interim Chief and proceed with a national recruitment process for a permanent appointment.
3. Council could approve the recommended interim appointment and direct the City Manager to proceed immediately with a national recruitment process for a permanent appointment.
4. Council could direct the City Manager proceed with posting the position of police chief without using a recruiting firm.



EMPLOYMENT AGREEMENT

The Agreement is made between the City of Minot, a municipal corporation and political subdivision of the State of North Dakota, hereinafter called "the City" and Denis Otterness, hereinafter referred to as Otterness, both of whom agree as follows:

1. **Position.** The City hereby employs Otterness as Interim Police Chief of the Minot Police Department. Otterness agrees to serve as Interim Police Chief in accordance with the City's Police Chief job description, which is attached and incorporated into this Agreement by reference as Exhibit 1.
2. **Term.** This Agreement shall remain in full force and effect, for a term of six (6) months, from February 10, 2025 until August 10, 2025, unless terminated earlier by the City or Otterness provided in Paragraph 10 of this Agreement. Upon mutual agreement of both parties, the term may be extended on a monthly basis up to February 9, 2026. In the event the Agreement is not extended, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term.
3. **Duties and Authority.**
 - a. Otterness is the Interim Police Chief of the Minot Police Department and shall faithfully perform the duties as prescribed in the job description attached hereto as Exhibit 1, and as set forth in Section 27-40 of the City of Minot's Code of Ordinances (which may hereafter be amended), and as may be lawfully assigned by the City. Otterness shall comply with all lawful City Council directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.
 - b. It shall be the duty of Otterness to direct, reassign, and evaluate all Minot Police Department employees consistent with City policies, City ordinances, state laws, and federal laws.
 - c. It shall also be the duty of Otterness to organize, reorganize, and arrange the staff of the Minot Police Department and to develop and establish internal regulations, rules, and procedures which Otterness deems necessary for the efficient and effective operation of the Minot Police Department, consistent with lawful directives from the City Council, City management, City policies, City ordinances, state law, and federal law.
 - d. It shall also be the duty of Otterness to accept all resignations of employees of the Minot Police Department consistent with City policies, City ordinances, state law, and federal law.
 - e. Otterness shall perform the duties of the office of Interim Police Chief with reasonable care, diligence, skill, and expertise.
 - f. All duties assigned to Otterness by the City Council and City Management shall be appropriate to and consistent with the professional role and responsibility of the Interim Police Chief position.
 - g. Otterness cannot be reassigned from the position of Interim Police Chief to another position without the express written consent of Otterness and the City.
 - h. Otterness shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed

meetings devoted to the subject of this Agreement, or to any amendment thereto, or to a subject that is a matter personally involving Otterness.

- i. The City Council shall, individually and collectively, refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to Otterness for study and/or appropriate action.

4. **Compensation.**

- a. **Salary and Salary Step Increases.** City agrees to pay Otterness a weekly salary of \$4,550.00 payable in equal installments at the same time that other management employees of the City are paid.
- b. **Supervisory Employee.** Otterness acknowledges that he is the Interim Minot Police Chief, and that this position is a supervisory position for purposes of the federal Fair Labor Standards Act. Consequently, Otterness shall not be entitled to overtime pay without regard to how many hours he may work within a given period of time.
- c. **Paycheck Withholdings.** Otterness recognizes that under compulsion of law the City is obligated to withhold certain sums from his gross pay which may not be specifically mentioned herein, such as, for example, Medicare taxes. Otterness agrees that such withholdings made under compulsion of law shall not be considered a diminution of their gross pay, and shall be treated as though personally paid to him, for purposes of measuring the City's performance under this contract.
- d. **Social Security.** The City agrees to pay on Otterness's behalf, the same rate of Social Security paid by Otterness as set annually by federal regulation.
- e. **Pay Reduction.** Unless terminated pursuant to paragraph 10 of this Agreement, City agrees that it shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of Otterness.

5. **Paid Time Off (PTO).** Otterness shall accrue one (1) day of leave/paid time off per two (2) week pay period.

6. **Automobile.**

- a. **Issuance of Vehicle:** The City agrees to provide Otterness with a designated take-home police cruiser for official use during the term of this agreement.
- b. **Authorized Use:** The police cruiser shall be used solely for the purposes related to Otterness's official duties, provided that the police cruiser can be used for personal reasons as Otterness remains "on call" in the event of emergency.
- c. **Geographic Restrictions:** The police cruiser shall not be operated outside the city limits of Minot, North Dakota, except when required for official police business or authorized by the City Manager.

7. **Expenses.**

- a. **Incidental Expenses.** The City will annually appropriate in the annual budget an amount for Otterness's incidental expenses.
 - i. **Communication Devices.** Recognizing the importance of constant communication and maximum productivity, the City shall provide Otterness for business and personal use, a laptop computer, software, a mobile phone/personal digital assistant and other communication devices as approved by the City Council for Otterness to perform their

duties and to maintain communication with City's staff and officials as well as other individuals who are doing business with the City. Upon termination of Otterness's employment, the equipment described herein shall immediately be returned to the City, and any mobile phone numbers, email addresses, or other contact information associated with any communication device shall remain the property of the City. Otterness acknowledges and understands that these devices are property of the City, and that all information contained on the devices is subject to disclosure to the public in accordance with North Dakota's Open Records statute. Should a request for public information be received relating to information stored on these communication devices, Otterness hereby agrees that the City's IT Department may immediately access the devices either in person or remotely, to procure the requested information. City shall have the right at all times to access and archive the contents of Otterness's devices provided by the City. With the exception of deleting solicitations, advertisements, and other correspondence generally understood to be "junk mail", Otterness shall preserve all records on the City communication devices as required by law, be they of a personal or business nature, and not delete the same except in accordance with the law. Otterness understands that the intentional destruction of public records is a crime, and intentionally destroying public records may subject Otterness to immediate termination with cause. Routine management of data, including the removal of files or emails no longer required by law to be preserved, or necessary to job performance may be managed by Otterness. Upon receipt of any directive of the City to preserve data, Otterness will comply and deleted nothing from these devices.

- ii. **Additional Travel Expenses.** The City of Minot will cover the costs of two (2) round trips home for Otterness. This reimbursement applies solely to Otterness and does not extend to any other individuals.

- 8. **Outside Activities.** The employment provided for by this Agreement shall be Otterness's primary employment. Otterness may hold another job while working for the City, but secondary employment must not interfere with job performance and must be done outside of normal working hours. The City Council shall be made aware of secondary employment by Otterness to confirm that a conflict of interest does not exist.

9. **Licensing.**

- a. **Licensing Requirement:** Otterness shall maintain a valid and active license with the North Dakota Peace Officer Standards and Training (POST) Board throughout the duration of his employment as Interim Police Chief.
- b. **Compliance with Regulations:** Otterness shall comply with all applicable laws, rules, and regulations governing law enforcement officers as established by the North Dakota POST Board, including but not limited to training, certification, and renewal requirements.
- c. **Ethical Standards:** Otterness shall adhere to the ethical and professional standards set forth by the North Dakota POST Board and any applicable policies of the City of Minot. Any violation of these standards may result in disciplinary action, up to and including termination of employment.

- d. **Notification of Status Changes:** Otterness shall immediately notify the City of Minot of any suspension, revocation, or other changes to his licensing status that may affect his ability to perform his duties as Interim Police Chief.

10. **Termination.** Termination shall occur when:

- a. **Otterness Termination.** Otterness may terminate this Agreement upon written notice being given at least sixty (30) days prior to the intended date of termination.
- b. **City Termination.** The City may terminate this Agreement at any time, with or without cause, at a properly posted and duly authorized public meeting. Termination shall be considered effective the date the City Council votes to terminate Otterness's employment.
- c. **Mutual Agreement to Terminate.** The parties can mutually agree to terminate this Agreement. Termination shall be considered effective the date the parties mutually agree.
- d. **City, Citizen, or Legislative Action.** If the City, citizens, or legislature acts successfully amend, by legislative action or initiated measure, any provisions of the City's Code of Ordinances or the North Dakota Century Code which requires the City to terminate this Agreement, such action, shall constitute termination. Termination shall be considered effective the date the ordinance or statutory amendment becomes effective.

11. **Special Appointment.** The interim police position shall be considered a special appointment as contemplated by Minot City Ordinance Sec. 24-46 and shall not be considered an employee member of the City's civil service.

12. **Notices.** Notice pursuant to this Agreement shall be given by personal service or by depositing in the custody of the United States Postal Service, postage prepaid, return receipt requested, and addressed as follows:

a. **If to City:**
City of Minot
c/o Finance Director
PO Box 5006
Minot, ND 58702

b. **If to Otterness:**
Denis Otterness

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice with the United States Postal Service.

13. **Integration.** This Agreement sets forth and establishes the entire understanding between Otterness and the City relating to Otterness's employment with the City. Any prior discussions or representations by or between the City and Otterness are merged into and rendered null and void by this Agreement. The City and Otterness may by mutual written agreement amend any provision of this Agreement during the life of

the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

14. **Indemnification and Defense.** To the extent permitted under state and local law, Otterness shall have the same rights and privileges to defense and indemnification as other City employees similarly situated, including, without limitation, (i) defenses against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Otterness's duties, and (ii) provision of a professional liability insurance and disability insurance.
15. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Otterness subsequent to the expungement or judicial modification of the invalid provision.
16. **Counterparts.** This Agreement 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.
17. **Jurisdiction.** This Agreement shall be governed by the laws of the State of North Dakota, and the Ward County District Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Employment Agreement effective as of the Effective Date.

EMPLOYEE

By: _____
Denis Otterness, Interim Police Chief

Date: _____

CITY OF MINOT

By: _____
Thomas Ross, Mayor

Date: _____

Attest: _____
Mikayla McWilliams, City Clerk

Date: _____

Exhibit 1
Police Chief Job Description
POLICE CHIEF

DEPARTMENT:	Police	REPORTS TO:	City Manager
FLSA STATUS:	Exempt	DIRECT REPORTS:	Police Staff
PAY GRADE:	90	DATE REVISED:	4/1/2019

NATURE OF WORK

This is advanced law enforcement and administrative work involving the prevention, detection and investigation of criminal acts, the apprehension and arrest of law violators, and the safeguarding of lives and property. Work is performed under the executive direction of the City Manager. The employee provides managerial direction to all employees of the Police Department, Communications (Minot Central Dispatch) and Municipal Court administrative staff.

ESSENTIAL FUNCTIONS OF WORK (May not include all of the duties performed.)

Plans, organizes and directs the programs and activities of the police department; meets regularly with City Manager to discuss department issues and problems; conducts meetings with management personnel; monitors progress of assigned work.

Develops and implements goals, objectives, and policies for the department; reviews reports and operations, makes assignments, and ensures the application of effective law enforcement practices and procedures.

Prepares the annual budget and work plan for the department; projects equipment and operational needs; obtains budgetary recommendations from division personnel. Assures that all grants the department receives are properly managed and administered.

Plans, organizes, coordinates, prioritizes, assigns and evaluates the work of captains and other employees in the Police Department; reviews performance evaluations of all department personnel; conducts or directs internal investigations and takes disciplinary measures when necessary in accordance with the City of Minot code of ordinances, city employee manual and Minot Police Department policy manual.

Assures department cooperation with local, state and federal law enforcement agencies in the apprehension and detention of wanted persons. Cooperates and fosters good relationships with other city departments where police activities are concerned.

Makes or directs presentations to community groups; meets with civic groups and community organizations to promote crime prevention and gain support for police activities.

Assures proper police and safety standards are maintained; assures work of department is carried out properly and effectively.

Prepares reports, summaries, correspondence related to the work.

Attends a variety of meetings with City Manager, City Council, City Attorney and other city staff on matters related to the Police Department or city management.

Performs other related duties as assigned.

REQUIREMENTS OF WORK

Extensive knowledge of state, federal and local laws.

Extensive knowledge of department policies, procedures, rules and regulations.

Extensive knowledge of effective law enforcement practices, methods, procedures and standards.

Extensive knowledge of city administrative policies, procedures, and ordinances.

Thorough knowledge of police equipment operation and maintenance.

Thorough knowledge of safety standards and precautions pertaining to the use and operation of police equipment and to law enforcement.

Thorough knowledge of effective managerial and administrative practices, methods, and processes.

Ability to plan, organize, prioritize, coordinate, assign and evaluate the work of all department staff.

Ability to prepare detailed and accurate reports.

Ability to communicate effectively, both orally and in writing.

Ability to deal courteously and authoritatively with the public.

Ability to establish and maintain effective working relationships with other city employees, other law enforcement and public safety agencies, emergency management agencies, the media and the general public.

Ability to use police related equipment as needed.

Ability to operate a motor vehicle.

Ability to perform enforcement duties as needed.

Ability to analyze situations quickly and objectively and to determine proper courses of action.

Ability to perform 24-hour standby duty for police emergencies in the City.

DESIRED MINIMUM TRAINING AND EXPERIENCE

Possession of a bachelor's degree in criminal justice or related field and 10 years of progressively responsible police management experience; or any equivalent combination of training and experience.

Successful completion of police management course(s) such as: FBI National Academy, Southern Police Institute Police Command or Northwestern Center for Public Safety – School of Police Staff and Command.

NECESSARY SPECIAL REQUIREMENTS

Possession of a valid North Dakota driver's license. Possession of or ability to obtain a valid North Dakota Peace Officer's license. Must be bondable and insurable. Must pass department medical exam.

PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms.

The employee is occasionally required to sit; climb or balance; and stoop, kneel, crouch or crawl. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

DENIS OTTERNESS



Florence, AZ, USA



<https://www.linkedin.com/in/denisotterness/>

CERTIFICATIONS

M.A. LEADERSHIP

University of St. Thomas
St. Paul, Minnesota

HONOR GRADUATE

Indiana Law Enforcement
Academy

LEADING, EDUCATING AND DEVELOPING

Senior Executive Institute,
Darden School of Business,
University of Virginia

SENIOR LAW ENFORCEMENT MANAGEMENT CERTIFICATE

Minnesota Department of
Public Safety, Bureau of
Criminal Apprehension

EMERGENCY MANAGEMENT CERTIFICATE

Minnesota Department of
Homeland Security and
Emergency Management

SCHOOL OF POLICE STAFF & COMMAND

Northwestern University
Center for Public Safety

WORKING, CONTROLLING AND MANAGING MAJOR CASES

Southern Police Institute

INTERVIEWING AND INTERROGATION TECHNIQUES

John E. Reid and Associates

PROFESSIONAL SUMMARY

Highly skilled and accomplished law enforcement professional with a proven track record of successful leadership, management and criminal/internal investigations. Adept at identifying and resolving complex internal issues, mitigating risks, and safeguarding organizational integrity. Demonstrates strong expertise in utilizing investigation techniques, conducting data analysis, and managing employee relations. Committed to delivering high quality and genuine customer service.

- Led security coordination, threat management, risk management, and operations at the nation's largest indoor shopping and entertainment venue.
- Provided executive protection, planning, and command experience for dignitary details.
- Commanded operations for Super Bowl LII (S.E.A.R. Level 1), ensuring successful event execution.
- Conducted extensive personnel and threat management investigations, collaborating with legal teams and HR.
- Led investigations on internal policy violations, including discrimination, retaliation and harassment in represented (union) and right-to-work environments.
- Testified in civil complaints, lawsuits, and criminal courts at all levels.
- Made independent employment decisions based on complex investigations.
- Conducted complex criminal investigations as a federal task force officer.
- Presented training and mentorship to senior staff and elected officials.
- Graduated from John E. Reid School of Interview and Interrogation Techniques.
- Expert Witness in United States District Court (2013-Present) specific to drug and firearms trafficking cases.

WORK EXPERIENCE

CHIEF OF POLICE

CITY OF WEST FARGO, NORTH DAKOTA | 2020 - 2023

- Provided dynamic leadership and effective management to Command Staff and a team of 76 sworn and 14 non-sworn staff members, fostering employee engagement, trust-building, and open communication.
- Spearheaded innovative programs and initiatives, including a comprehensive overhaul of the department's policy/procedure manual, a collaborative Comfort/Therapy Dog Program with the local school district, impactful staff wellness programs, and an in-house police academy in partnership with Lake Region State College.
- Testified in support of state-wide legislative initiatives, leveraging expertise and insights to shape effective policies and regulations.
- Implemented a cutting-edge body-worn camera program, enhancing transparency, accountability, and unbiased documentation of law enforcement interactions, while engineering a fixed beat system in conjunction with an intelligence-led policing strategy to optimize resource allocation and response times.
- Created a user-friendly web-based police transparency dashboard, establishing a platform for enhanced community trust, access to vital information, and served as a liaison to the Federal Bureau of Investigation's Joint Terrorism Task Force, fostering collaboration and facilitating information sharing to address potential threats effectively.

CHIEF OF POLICE

MONTANA STATE UNIVERSITY, BILLINGS, MONTANA | 2018 - 2020

- Provided effective leadership and management to a diverse team of sworn and non-sworn staff members, fostering trust and open communication.
- Served as a member of the University's Behavioral Intervention and Threat Assessment Team, contributing to risk and threat assessment and ensuring a safe campus environment.

DENIS OTTERNESS

EXPERTISE

Security Coordination

Supervision and Leadership

Threat Management

Analytical Skills

Collaboration and Teamwork

Criminal Investigations

Deposition Preparation and Testimony

Employee/Labor Relations

Executive Protection

Judgment and Decision Making

Law Enforcement Operations

Personnel Investigations (Criminal and Internal)

Policy and Employment Law Compliance

Project Management

Presentation Skills

Problem Solving

Risk Management

Training and Mentorship

Witness Interviews and Statements

WORK EXPERIENCE CONTINUED

- Acted as the University's Emergency Management Coordinator, overseeing the implementation of emergency response plans and protocols.
- Developed and implemented best practice policies, training programs, and metrics to assess employee performance and accountability.
- Managed and supervised projects from initiation to completion, ensuring alignment with organizational goals and objectives.
- Played a key role in budget development, management, and oversight for optimal resource allocation.

DEPUTY CHIEF OF POLICE

CITY OF BLOOMINGTON, MINNESOTA | 2015 - 2018

- Provided exemplary leadership and management to a diverse team of Command Staff and full department consisting of 125 sworn and 23 non-sworn staff members, fostering trust, open communication, and community engagement.
- Demonstrated exceptional communication skills as an effective and compassionate servant leader, dedicated to building trust and enhancing community relationships.
- Implemented robust risk and threat management strategies through the development of best practice policies, comprehensive training programs, and the establishment of performance metrics and accountability measures.
- Successfully oversaw and executed multiple projects, ensuring their seamless development and management in alignment with organizational goals and objectives.
- Served as the City's Deputy Emergency Manager, actively contributing to emergency response planning and protocols.
- Represented the department as a liaison on the Federal Bureau of Investigation's Joint Terrorism Task Force, fostering collaboration and facilitating information sharing to effectively address potential threats.
- Exercised excellent financial acumen by managing budget development, overseeing financial resources, and ensuring efficient allocation to meet operational needs.

AWARDS

EXPERT WITNESS TESTIMONY- DRUG AND GUN TRAFFICKING COMPLEX CONSPIRACY INVESTIGATIONS, UNITED STATES DISTRICT COURT | 2013 – Present

WEST FARGO POLICE DEPARTMENT COMMENDABLE SERVICE AWARD | December 2022

BLOOMINGTON POLICE DEPARTMENT SUPERVISOR COMMENDATION | September 2000, November 2000, January 2001, January 2002, May 2013

UNITED STATES ATTORNEY'S OFFICE, DISTRICT OF MINNESOTA LETTER OF COMMENDATION | June 2011

BLOOMINGTON POLICE DEPARTMENT COMMENDATION MEDAL | June 2011

DRUG ENFORCEMENT ADMINISTRATION LETTER OF COMMENDATION | October 2007



TO: Mayor Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: February 3, 2025

SUBJECT: HUMAN RESOURCE DIRECTOR RECRUITMENT SERVICES

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the budget amendment on first reading;**
- 2. Approve the Master Services Agreement with MGT Impact Solutions;**
- 3. Authorize payment prior to second reading of the budget amendment; and**
- 4. Authorize the Mayor to sign the agreement.**

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 701-857-4721
Tom Joyce, Asst. City Manager, 701-857-4731

III. DESCRIPTION

A. Background

Lisa Jundt, Human Resource Director, submitted her resignation to the City Manager effective January 31, 2025. As a result, the City of Minot is asking the City Council to approve a Master Services Agreement with MGT Impact Solutions, LLC. MGT Impact Solutions merged with GovHR, which is a business the City of Minot has previously worked with for recruitment services for the current City Manager, Assistant City Manager, and Airport Director. There is a cost savings with this recruitment services agreement due to the recruiter knowing the organization and city from the previous services rendered.

B. Proposed Project

Recruitment services for the Human Resource Director is expected to be a 3-4 month process. This is a national recruitment search and applicant screening for the position.

C. Recommendation Detail

City staff is recommending City Council approve the Master Services Agreement, approve the budget amendment on first reading, and authorization for the Mayor to sign and execute the agreement prior to second reading of the budget amendment.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Recruitment services for positions of this level typically take 3-4 months.

C. Fiscal Impact

The budget amendment presented to the City Council is allocating funding from salary savings to the consultant expenditures account.

Project Costs

Scope of Services - \$24,000

Project Funding

10013000-43040 - \$24,000

10013000-41100 - (\$24,000)

VI. ALTERNATIVES

The deny the recommendations from City Staff and request staff look for other recruitment services agency.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
HUMAN RESOURCES CONSULTANTS EXPENDITURES AND DECREASE THE
HUMAN RESOURCES SALARY EXPENDITURES.**

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

§1: An ordinance amending the 2025 annual budget to increase the human resources consultants expenditures and decrease the human resources salary expenditures:

10013000-43040		\$24,000
10013000-41100		(24,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of January 23, 2025 ("Effective Date") between MGT Impact Solutions, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the City of Minot ("Client"), located at 10 3rd Ave. SW, Minot, ND 58701, collectively referred to herein as the "Parties."

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

5. INSURANCE. During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request



and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. INDEMNIFICATION. To the extent permitted by North Dakota law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Parties failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party's request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

7. LIMITATION OF LIABILITY. MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by North Dakota law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months



prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of North Dakota. Any action to enforce this contract must be adjudicated exclusively in the state district court of Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.”

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in the State of North Dakota. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in state district court of Ward County, North Dakota. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys’ fees.

10. CONFIDENTIALITY. In accordance with North Dakota’s Open Records laws, each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential (“Confidential Information”).

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client’s name and the general nature of MGT’s work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party’s possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c)



was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security



taxes, the Federal Unemployment Act (“FUTA”), income tax withholding, worker’s compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To MGT Impact Solutions, LLC:

Name: MGT Impact Solutions, LLC
ATTN: Legal Notice/Contracts
Address: 4320 West Kennedy Blvd.
Tampa, FL 33609
Email: contracts@mgt.us

To Client:

Name: Minot, North Dakota
ATTN: Harold Stewart
Address: 10 3rd Ave, SW
Minot, ND 58701
Email: harold.stewart@minotnd.gov

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

21. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.



23. **NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other clients, persons, or companies as MGT sees fit, so long as the performance of such Services does not interfere with MGT's performance of obligations under this Agreement, and do not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT IMPACT SOLUTIONS, LLC

MINOT, NORTH DAKOTA

Name: A. Trey Traviesa
Title: CEO
Date:

Name: Tom Ross
Title: Mayor
Date:



EXHIBIT A
EXECUTIVE RECRUITMENT STATEMENT OF WORK

As of January 23, 2024 (“Effective Date”), **MGT Impact Solutions, LLC** (“**MGT**”) and the **City of Minot** (“**Client**”) execute this Statement of Work (“**SOW**”) pursuant to the Master Services Agreement between the Parties dated January 23, 2025 (“**Agreement**”).

- 1. PROJECT-**
Executive Recruitment for the position of Human Resources Director.
- 2. SCOPE**
MGT will provide limited scope recruitment and selection services in accordance with MGT’s proposal dated January 22, 2025. All terms of the Proposal are incorporated herein by reference and supersede the event of a conflict.
- 3. PERIOD OF PERFORMANCE/PROJECT TIMELINE**
The term of this Statement of Work begins on the Effective Date and terminates upon project completion.
- 4. COMPENSATION AND REIMBURSABLE EXPENSES**
A. Fee. The flat fee for the Services described above is \$20,500
B. Expenses. \$3,500 (not to exceed)
- 5. INVOICING AND PAYMENT**
1st Invoice: 40% of the recruitment fee will be due upon contract award.
2nd Invoice: 40 % of the recruitment fee and expenses incurred to date will be due upon presentation of candidates.
Final Invoice: the balance of fees and expenses will be due upon completion of the recruitment.

CLIENT BILLING CONTACT

Name _____
Email Address and Telephone No. _____

Payment of invoices due within 30 days of receipt.

MGT IMPACT SOLUTIONS, LLC

MINOT, NORTH DAKOTA

Name: A. Trey Traviesa
Title: CEO
Date:

Name: Tom Ross
Title: Mayor
Date:



BOTTINEAU COUNTY | 701.228.3101 MCLEAN COUNTY (GARRISON) | 701.463.2641 SHERIDAN COUNTY | 701.363.2506
BURKE COUNTY | 701.377.2316 MCLEAN COUNTY (WASHBURN) | 701.462.3330 WARD COUNTY (KENMARE) | 701.385.4328
MCHENRY COUNTY | 701.537.5732 RENVILLE COUNTY | 701.756.6383 WARD COUNTY (MINOT) | 701.852.1376

The following is the collaborative plan with Ward County, City of Minot, and First District Health Unit (FDHU). This plan was developed by the Ward County Opioid Taskforce established by the Ward County Commisison and led by FDHU. Ward County has committed their opioid settlement funds to a Medication for Opioid Use Disorder (MOUD) program in the Ward County Detention Center. The City of Minot will be transferring their opioid settlement funds to First District Health Unit as outlined in the 2025 service agreement between FDHU and City of Minot. FDHU will then transfer the funds to Ward County for implementing the MOUD program established by Ward County.

If you have any questions, you can contact:

Holly Brekhus

First District Health Unit

701-721-9110

Ward County Opioid Task Force Opioid Settlement Funds Plan

Update- 9/30/24

The Ward County Opioid Task Force has been meeting for the past several months to develop and implement a plan to use the Opioid Settlement funds. The Task Force decided that these funds would be concentrated in the Ward County Detention Center (WCDC) for Inmates who are currently in recovery for Opioid Use Disorder (OUD) or those inmates in need of Medications for Opioid Use Disorder (MOUD).

Goals

1. Training for Officer on recognizing the symptoms of Detox
2. Training for Officers for accessing the need for MOUD
3. Continuing treatment and peer support for Inmates that come into the facility that are currently receiving a MOUD
4. Induction of a MOUD to inmates that are in need and follow-up treatment/peer support
5. Provide guidance to inmates upon release of where they can go to get services for OUD
6. Provide Data that shows the success of the program
7. Reduce overdoses of inmates released from jail
8. Reduce recidivism in the community and re-integrate the inmates back into society with the tools to deal with their substance use disorder.

There are many different agencies that have offered assistance to meet these goals.

First District Health Unit

First District Health Unit has been responsible for coordinating the meetings and bringing all of the different organizations together.

City of Minot

They will provide technical support that will track the success of the program.

Community Medical Services (CMS)

In 2017, Ward County entered into an agreement with CMS to provide Methadone inside the facility. CMS provides doses for inmates who are currently enrolled in their MOUD program. We are in the initial talks for CMS to provide Tele medical appointments for admissions into their program. We may need another contract for them to provide evaluations and Treatment plans. They have offered to come up with a screening tool for inmates that may be a candidate for induction and to provide assistance in tracking the inmates that are participants when they leave the Detention Center.

Quality Health Associates of ND

Quality of Health Associates of ND help set up a virtual meeting with the DOCR Correctional Health Authority of the Department of Corrections-Stephanie Gravning, MD. She was very interested in our progress and will provide resources for training.

North Central Human Service Center

North Central Human Service Center has a provider who is able to prescribe Suboxone. If we were to provide this service in the jail, it would be through a telehealth platform. There would be some concern about capacity and timeliness of appointments as we currently only have one provider who is able to prescribe Suboxone and he is split between two centers.

It is critical in my opinion that treatment for the incarcerated individuals not only include Medication for Opioid Use Disorder, but more comprehensive treatment to include services from a Licensed Addiction Counselor. This would include a proper evaluation by a Licensed Addiction Counselor to establish a needed level of care based on ASAM criteria. Depending on that level of care recommendation, individuals need access to groups and individual sessions to treat their opioid use.

North Central is working towards a designation as a Certified Community Behavioral Health Clinic. Part of this designation will allow us to enhance our Care Coordination efforts. I anticipate that we would have the ability to strengthen our presence within the jail and help facilitate an individual's transition from incarceration to treatment at the human service center. I anticipate that we would have a Care Coordinator in place within the next 4-5 months.

Management and Training Corporation (MTC)

The WCDC has twelve inmates from the ND Department of Corrections that are serving the remainder of the sentencing and are working in the community. MTC is providing treatment for these individuals outside of the jail. There may be a possibility of MTC providing some in house group treatment for a specific inmate population.

Minot Area Recovery Community Organization (MARCO)

A MARCO representative will be joining the Task Force for the next meeting. There may be some additional funding available for justice-involved individuals with substance abuse disorders through the Bureau of Justice Assistance/Department of Justice. They may be able to offer some peer support.

Ideal Options

Ideal Options offers MOUD care to facilitate diagnosis and treatment of OUD.

ONE program

NDSU offers an Opioid and Naloxone Education program that focuses medication and opioid safety for people who are incarcerated. A screening tool provided by the ONE program will be utilized in the jail.

Ward County Jail has developed a policy on how the MOUD program would be implemented in jail (Attachment A) along with a budget (Attachment B) to fund the project for two years. The Task Force is working in conjunction with a fellow in the Reaching Rural Fellowship program to apply for a grant for additional funds to support the implementation of this program. This program would only continue as long as opioid settlement funds and/or grants are funding the program. Mill levy funds will not be utilized to maintain the program.

Next Steps: The Opioid Task Force duties, set forth by the Ward County Commission, have been completed. The Taskforce will be transitioned to a standing committee to monitor and work on the Reaching Rural Implementation grant. The committee members will include representatives from First District Health Unit, North Central Human Services, Ward County Detention Center, representatives appointed by the Ward County Commission, and grant administrator, Jennifer Perdue.

Ward County

Medication for Opioid Use Disorder Program

In response to the growing Opioid Crisis the Ward County Detention Center has constructed this policy to better address recognizing symptoms of Detox and a plan to induce inmates that are candidates for the MOUD program.

MOUD PROGRAM includes medication, treatment, and other wrap around services.

ACRONYMS

MOUD: Medications for Opioid Use Disorder
OUD: Opioid Use Disorder

MOUD MEDICATION

Methadone
Buprenorphine-Suboxone
Naltrexone-Vivitrol

Area MOUD providers

North Central Human Service Center

(701) 857-8500

1015 South Broadway,

Community Medical Services

(701) 858-1801

300 30th Ave N.W.

Ideal Options

(701) 401-6733

3520 N Broadway

Northland Health Center

(701) 852-4600

1600 2nd Ave S.W., Suite 19

PROCEDURE A: INMATES CURRENTLY PARTICIPATING IN A MOUD PROGRAM

1. The MOUD Coordinator will review all booking screenings for MOUD.
2. The MOUD Coordinator will be responsible for contacting the providers that have been identified as currently participating in a MOUD program.
3. The MOUD Coordinator will work with the provider to ensure that the medication is continued while the inmate is in custody. Peer support services will be provided for inmates in a MOUD program.

PROCEDURE B: MEDICATION SAFETY QUESTIONNAIRE

The MOUD Officer or designee will ensure that all inmates who are incarcerated fourteen days receive the Opioid and Naloxone Education (ONE) Medication Safety Questionnaire which includes the Opioid Misuse Risk Assessment, the Accidental Overdose Risk Assessment and MOUD History.

Inmates will receive education on four topics:

1. Medication storage
2. Medication disposal
3. Medication adherence
4. Medication diversion

Depending on their answers to the Medication Safety Questionnaire, inmates will be able to receive:

1. Naloxone
2. Medical disposal device
3. Pill organizer
4. 1 in 4 brochure
5. Medication lock box

After completing the assessment, the MOUD Officer will forward the screening form to Correctional Administrative Assistant. The Correctional Administrative assistant will be responsible for placing the items indicated on the Medical Safety questionnaire in the Inmate property bag so they have them when released from the facility.

The Correctional Administrative Assistant will then log the information from the Medication Safety Questionnaire in the RedCap electronic data collection system. The form will then be returned to the MOUD officer for follow-up.

For inmates eligible for induction into a MOUD program see Procedure C- Phase 1.

PROCEDURE C: INDUCTION OF INMATES

The MOUD Coordinator or designee will use a Two-Phase approach as a guide for inmates that may be candidates for induction into a MOUD.

Phase 1

Inmates that have been identified through the ONE Medical screening form as at risk for Opioid Misuse, Accidental Overdose or possible participation in a MOUD program.

1. The MOUD Coordinator will ask the individual if they would like to participate in a MOUD program.
2. If the inmate respond that they are not interested, he MOUD Coordinator will document their response on the MOUD request for treatment form. The MOUD request for treatment form will be placed in their medical file.

3. If the Inmate responds yes, the MOUD Coordinator will document their response on the MOUD request for treatment form and contact a MOUD provider. Peer support services will be provided to all inmates who participate in the MOUD program.
4. A copy of the MOUD request for treatment will be forwarded to the MOUD provider and the MOUD Coordinator will obtain the original.

Phase 2

Inmates that are sentenced for Ward County Charges and are approaching their release date that have identified prior opiate usage or interest in being induced into a MOUD program

1. The MOUD Coordinator will be responsible for monitoring the WCDC Daily report. For all Inmates sentenced over fifteen days, the MOUD Coordinator will contact the inmate within seven days of their released date.
2. The MOUD Coordinator will ask the inmate if they are interested in participating in a MOUD program once released from the facility.
3. If the inmate respond that they are not interested, he MOUD Coordinator will document their response on the MOUD request for treatment form and place the form in their medical file.
4. If the Inmate responds yes, the MOUD Coordinator will contact a MOUD provider and submit their request for participation. A copy of the MOUD request for treatment form will be placed in the inmate's medical file. The inmate will be provided a peer support specialist to assist in the transition back into the community and continuation in recovery after release.

PROCEDURE D: TRACKING DATA

The WCDC will track the data for participants in the MOUD program. The WCDC will be assisted by the MPD and the MOUD providers to obtain the data. The data will consist of the following:

1. Inmates that come in currently on a MOUD program.
2. Inmates induced into the MOUD program.
3. Inmates that refuse induction into a MOUD program.
4. Inmates removed from a MOUD program.
5. Inmates that remain in the program until release.
6. Inmates released from the facility and then induced by a MOUD provider.
7. Length of time these individuals remain in a MOUD program.
8. Inmates that overdose while incarcerated.
9. Inmates that overdose after release from the facility within two weeks.
10. Overdose data from the City of Minot and Ward County.

PROCEDURE E: COMMUNICATION

1. Signage will be placed in the booking area to encourage inmates to be truthful about their drug use during the booking process.
2. The Reliance texting devices that are issues to most inmates have many different self-help guides and other information about OUD.

PROCEDURE F: STAFF TRAINING

1. During their orientation training, all staff will receive training on recognizing the symptoms of withdrawal.
2. All staff will receive training on a yearly basis on OUD. The Training will include:
 - a) Recognizing the symptoms of withdrawal.
 - b) The benefits of MOUD
 - c) The administration

Grant Budget**3/1/25 through 5/31/26**

MOUD Officer Salary	\$51,558.00	Salary 3/1/25-2/28/26
Ward County Auditor	\$5,000.00	
Peer Support	\$10,000.00	
Grant Administrator	\$10,000.00	
Supplies-Medication	\$23,442.00	
Total	\$100,000.00	

Opioid Settlement Funds**2025 Budget**

MOUD Officer Salary	\$8,593.00	Salary 1/1/25-2/28/25
MOUD Officer 2025 Benefits	\$26,236.50	
MOUD Officer Computer	\$1,600.00	
MOUD Officer Phone	\$400.00	
	\$36,829.50	

Opioid Settlement Funds**2026 Budget**

MOUD Officer Salary	\$45,113.00	Salary 3/1/26-12/31/26
MOUD Officer 2026 Benefits	\$27,398.50	5% Increase
Supplies-Medication	\$10,000.00	6/1/26-12/31/26
	\$82,511.50	

2025 Opioid Settlement Funds	\$36,829.50
2026 Opioid Settlement Funds	\$82,511.50
Total	\$119,341.00

Opioid Settlement Funds received thus far by Ward County and City of Minot is \$151,119.38 according to numbers reported by ND HHS. (Attachment C)

City of Minot Services Numbers

January - December	Minot 2022	Minot 2023	Minot 2024	2025	2026
ENVIRONMENTAL HEALTH					
Body Art/Tanning Inspections	8	21	21		
Childcare Inspections	10	29	44		
Food Safety Training	370	482	431		
Food/Lodging Inspections	369	672	568		
Indoor Air Quality	10	17	x		
Licenses - Environmental Health		758	171		
Aquatic Facility License			16		
Body Art/Tanning License			18		
Childcare License			10		
Food/Lodging License			255		
Nuisances	10	32	39		
Aquatic Facility Inspections	4	31	38		
Septic System Permits	6	0	0		
Water Tests	1873	3619	3639		
Total Environmental Health	2650	5644	5250		
HEALTH PROMOTIONS					
Beverage Server Training		127	114		
Car Seats Distributed	1	35	59		
Narcan distribution		1355	2597		
Tobacco Cessation	10	51	61		
NURSING					
Adult Health Programs	40	46	44		
Child Health Services	1879	132	120		
Family Planning, STI/HIV/AIDS	492	664	581		
High Priority Infants	16	74	66		
Immunization visits - adult **	4552	8681	7384		
Immunization visits - child **	2771	2954	2855		
Jail Health - # inmates served	762	619	605		
Optimal Pregnancy Outcome Program	15	22	60		
Ryan White # enrolled		85	98		
Syringe Service Program		373	851		
Tuberculosis - active, latent, testing	221	114	157		
WIC/Nutrition	14003	10180	9149		
TOTALS	30072	36817	35301	0	0

Adult Health - services for medical injections, general nursing services, screenings.

Child Health - ortho screening, fluoride varnish, head lice checks. **Nuisances** - complaints received by EH.

**Data represents the number of client visits except Immunizations which represents the number of vaccines given.

Mobile Unit (# of days mobilized)	NA	20	47		
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Mobile Unit went into service 7/2023

2024 Service Summary

FDHU Environmental Health provided over **5,093** services in the Minot community. (2023 was 5600)

FDHU Health Promotion served **2831** individuals in Minot through our community education and outreach programs. (2023 was 1600)

FDHU Nursing served over **3650** clients in the Minot community through the following programs: Optimal Pregnancy Outcome Program, High Priority Infant, HIV testing and treatment, Ryan White, Harm Reduction, STI, and Family Planning. (2023 was 2000) Nursing services also provided over **10,200** immunizations in the Minot community. (2023 was 11,600)

FDHU Mobile Unit served the Minot community with **47** off-site clinics in the community. (2023 was 20)



First District Health Unit 2024 Services Agreement Year End Report

In addition to community services, the following services were provided to the City of Minot per our service agreement.

Material and personnel were provided to conduct **613** water tests for the City Public Works Department. The agreement allows up to 700.

Material and personnel were provided to conduct **59** wastewater tests for the City Public Works Department. The agreement allows up to 300.

One Hep B and 3 Boostrix TDAP vaccines were given for City of Minot staff. Up to 5 each of Hepatitis B, TDAP, and Boostrix TDAP are allowed per the service agreement.

There were **96** two-dose boxes of Narcan provided to the City of Minot for the Police Department and Fire Department. There were 125 allowed per the service agreement.

Opioid Settlement Funds plan was submitted to NDHHS-Behavioral Health Division. That program plan began January 2025.

2024 Report for the City of Minot

Healthy People in Healthy Communities