



Regular City Council Meeting

Tuesday, February 18, 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
5. PLANNING COMMISSION
 - 5.1. CONSIDER THE REPORT OF THE PLANNING COMMISSION
 - 5.2. PUBLIC HEARING: CASE #2025-01 - THE EHR HILLS ADDITION - FUTURE LAND USE MAP AMENDMENT, ZONING MAP AMENDMENT AND PRELIMINARY PLAT

RECOMMENDED ACTION
It is recommended City Council 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.
 - 5.3. PUBLIC HEARING: CASE #2025-02 - LDO TEXT AMENDMENT

RECOMMENDED ACTION
It is recommended City Council approve the text amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A.
 - 5.4. LDO TEXT AMENDMENT: DAYCARE CLEAN UP

RECOMMENDED ACTION

It is recommended City Council approve the text amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A.

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the February 3, 2025 Regular City Council meeting.

6.2. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 6052 - 2025 BA - Regional CO2 Storage Facility**
- 2. Ordinance No 6053 - 2025 BA - IT Server Replacement (2024190001)**
- 3. Ordinance No 6054 - 2025 BA - Airport High Speed Plow**
- 4. Ordinance No 6055 - 2025 BA - HR Director Recruitment Services**
- 5. Ordinance No 6056 - Chapter 23 Art. VII Lighting - Updated**

6.3. ORDINANCE

RECOMMENDED ACTION

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

- 1. Ordinance No 6058 - Article III Sect 28-85 - 28-87 Amendment**

6.4. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Edison Elementary PTA to conduct a raffle on March 20, 2025 at Edison Elementary School (701 17th Ave SW).**
- 2. Perkett Elementary PTO to conduct a raffle on March 21, 2025 at Perkett Elementary (2000 5th Ave SW).**
- 3. (W) Evolve to conduct a raffle on April 11th & 14th, 2025 at The**

Depot (15 N Main St).

- 4. Souris River Basin Long Beards to conduct a raffle on February 8, 2025 at The Grand Hotel (1505 N Broadway).**
- 5. Minot North Girls Basketball Boosters to conduct a sports pool on February 9, 2025 at Landsiedel Residence (1712 13th St NW).**
- 6. Minot North Cheer Booster Club to conduct a raffle on February 15, 2025 at Minot North High School (2100 21st Ave NW).**
- 7. Special Event Permit for the Blue Rider (118 1st Ave SE).**
- 8. Special Event Permit for Sports on Tap (220 S Broadway).**
- 9. Special Event Permit for Army's 2.0 (12 3rd St SE).**

6.5. MAYORAL APPOINTMENT

RECOMMENDED ACTION

It is recommended City Council approve the following Mayoral Appointment:

- Reappoint Kelly Perrin, as a Financial Sector position on the MAGIC Fund Screening Committee, with a term to expire June of 2027.**

6.6. APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

RECOMMENDED ACTION

It is recommended City Council approve the additional December 2024 and January 2025 general accounts receivable write-off.

6.7. MINOT PUBLIC LIBRARY COLLECTION BUDGET AMENDMENT

RECOMMENDED ACTION

It is recommended City Council accept the donation from the Patrons of the Library group to enhance the Minot Public Library's offerings for the community and approve the budget amendment on first reading.

6.8. DIG IT UP BACKHOE SERVICES, INC FINAL PAYMENT

RECOMMENDED ACTION

It is recommended City Council approve the final payment of retainage in the amount of \$14,668.10 to Dig It Up Backhoe Services, Inc.

6.9. CASE #2025-09 - MOOSE LODGE ADDITION - FINAL PLAT

RECOMMENDED ACTION

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

6.10. CORDICO WELLNESS APP FOR FIRE DEPARTMENT

RECOMMENDED ACTION

It is recommended City Council approve the signing of the Cordico contract; approve the budget amendment on first reading; and authorize the Mayor to sign the agreement.

6.11. BERGER ENTERPRISES, LLC FINAL PAYMENT - STRUCTURE DEMOLITION AND SITE RESTORATION (PROJECT #3755.18)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of retainage to Berger Enterprise, LLC. in the amount of \$4,186.91.

6.12. 16TH STREET RECONSTRUCTION - APPROVAL OF BNSF PERMITS

RECOMMENDED ACTION

It is recommended City Council approve both BNSF permits and authorize the City Engineer to sign the permits on the city's behalf.

6.13. AIRPORT ELECTRICAL VAULT REHABILITATION - FINAL PAYMENT

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$38,310.67 to be paid to Gefroh Electric, Inc.

6.14. COMMITTEE ON CHILDCARE

RECOMMENDED ACTION

It is recommended City Council approve the Mayoral Appointment of the following individuals to serve on the Committee on Childcare; and adopt a policy in which the Committee on Childcare may have up to 11 members, who will serve staggered two-year terms beginning February 18,2025.

February 18, 2025-June 30, 2027

- Lisa Olson, Chair
- Scott Burlingame
- Heather Cymbaluk
- Bekka Oswill
- Amy Jenkins

February 18, 2025-June 30, 2028

- Keli Roselli Sullivan
- CJ Becker
- Stacey Boyko
- Terry Schmalz

Ex-Officio

- Harold Stewart or Designee
- Doug Diedrichsen

6.15. GAMING SITE AUTHORIZATION - NODAK ROCKY MOUNTAIN ELK FOUNDATION

RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for NoDak RMEF, Inc to conduct a raffle on March 29, 2025 at The Grand Hotel located at 1505 N Broadway.

7. ACTION ITEMS

7.1. MINOT LANDFILL SUPERFUND SITE OPERATION AND MAINTENANCE MANUAL APPROVAL

RECOMMENDED ACTION

It is recommended City Council approve the Superfund Site O&M Plan and authorize the Mayor to sign any necessary documents on behalf of the city.

7.2. SECOND READING OF CHAPTER 23 NOISE ORDINANCE

RECOMMENDED ACTION

It is recommended City Council approve either option 1 or option 2 on second reading.

7.3. POLICE CHIEF RECRUITMENT SERVICES

RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the budget amendment on first reading;**
- 2. Approve the Executive Recruitment Statement of Work with MGT Impact Solutions;**
- 3. Authorize payment prior to second reading of the budget**

- amendment; and**
4. Authorize the Mayor to sign the Statement of Work.

7.4. DISCUSSION OF LEGISLATIVE TOPICS

8. PERSONAL APPEARANCES

9. MISCELLANEOUS AND DISCUSSION ITEMS

9.1. FOLLOW UP DISCUSSION ON POLICE DEPARTMENT FACILITY

10. LIAISON REPORTS

11. ADJOURNMENT

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

City of Minot Mayor Proclaims Feb. 16-22 as Engineers Week

WHEREAS, engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and,

WHEREAS, engineers face the major technological challenges of our time – from rebuilding cities devastated by natural disaster, cleaning up the environment, and assuring safe, sustainable, and cost-effective infrastructure is designed and constructed to meet the needs of society; and,

WHEREAS, engineers are encouraging our young math and science students to realize the practical power of their knowledge; and,

WHEREAS, we will look more than ever to engineers and their knowledge and skills to meet the challenges of the 21st century;

NOW, THEREFORE, DO I, Tom Ross, Mayor of the City of Minot, hereby proclaim Feb. 16-22, 2025, as Engineers Week in Minot in recognition of the important past work and future contributions provided by the engineers within our community, and their vital role in creating safe, reliable infrastructure for the City of Minot and its residents.

Mayor Proclaims Feb. 16-22, 2025, as Engineers Week

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 18, 2025

City Manager:

Much of the City Manager's time and focus over the last couple of weeks has been utilized on police department (mental health alternatives, communication meetings, and recruitment/retention approaches) and legislative matters.

Time was also spent on judging essays submitted to the National Civics Bee contest put on by US Chamber of Commerce.

Meetings attended included: two trips to Bismarck to testify in legislative committees; an Economic Development Plan Review Committee meeting; Community Economic and Development Leader monthly communication meeting; monthly communication meeting with Parks Director; and a communication meeting with the Minot Builders Association.

**Public Works
Operations Director, Bryan Banfill**

PUBLIC WORKS ADMINISTRATION: The Public Works Administration is continuing to evaluate the organizational structures specific to various departments in order to assess their capabilities, requirements, and needs. This evaluation has focused on the Transit, Street and Storm Sewer, Rosehill Cemetery, and Fleet departments first, and will eventually move on to Property Management. The goal of this effort is to develop an optimized organizational structure that enhances workforce development and expands the capabilities of personnel across all Public Works Operations departments.

ROSEHILL CEMETERY:

Rosehill Cemetery continues to work towards making more sections available to address depleting plot and columbarium niches. Currently sitting at 96.15% burial plot capacity with only 1,087 plots available in developed sections. The cemetery is focused on developing additional sections which

will make 15,283 additional plots available for future needs. Additionally, with columbarium niche availability dwindling to 24 niches (columbarium reaching 83% capacity) the effort to integrate additional columbaria sections will greatly support the growing demand. Additional columbaria sections are being researched for 2025 integration. Sales of each have contributed greatly to the Cemeteries' December Revenue of \$22,155.00.

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

- 1 New Vase, Ground, and Monument Work Orders Added
- 12 Traditional Burials Completed
- 1 Cremations Completed
- 4 Columbaria Interments Completed

PROPERTY MAINTENANCE DEPARTMENT:

In January, the Property Maintenance department completed 51 preventative maintenance (PM) work orders and 185 non-preventative maintenance (Non-PM) work orders. PM tasks included checking filters and equipment cleaning, while Non-PM work focused on snow removal from sidewalks and parking lots.

The team has begun multiple maintenance tasks to include the replacement of the boiler for the sanitation truck building, making the system fully operational. Moreover, the team is working through the contract award process for the cooling tower at the Police Complex and are working to add new security cameras at both City owned parking structures once they arrive.

Additionally, the team is collaborating with NDR to address vandalism concerns on the buyout property and plans to continue to attend Broadway Circle property meetings amid the activation of a security camera system to monitor the new structures. Over the next few months, the team will be focusing on reviewing the security assessment reports by the Department of Homeland Security to address both controlled access and electronic security deficiencies at various City owned properties.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

In January, the Street and Storm Sewer crews carried out extensive snow removal efforts, concentrating on both cul-de-sacs and residential areas to help with spring runoff. Over a span of 19 days, they successfully removed 1,394 loads of snow from residential neighborhoods, totaling 15,166.72 cubic yards. Additionally, the team spent a considerable amount of time (26 days) focusing on cul-de-sacs. This effort resulted in the removal of 795 loads totaling 8,649.6 cubic

yards of snow in that area. To prepare for any future snow events, the crews continue to inspect and maintain the department's snow removal equipment, ensuring its availability when needed.

TRANSIT DEPARTMENT:

The new ITS system to replace our current RouteMatch system has been installed and is in operation. The passenger web portal and app should be available for use by March 1st. January's ridership showed a 20% increase from January of 2024 with a total ridership of 8,989. This is the second highest ridership for the month of January in the last 10 years. Staff is currently focusing their attention on the procurement of a new Heavy-Duty Transit Bus that was approved in the 2024 budget. Staff has worked with the manufacturer to finalize the specifications. Cost estimates are expected in March for council approval. Additionally, staff has been tracking two bills in the state legislature in regards to transit funding. HB1106 and SB2254. The Transit Superintendent has met with local legislators and provided testimony on SB2254 which if passed would provide 15 million dollars in state funding towards public transit in the state's four urban cities.

FLEET DEPARTMENT (CT SHOP):

On the maintenance side, throughout the month of January the 10-person staff completed 174 work orders (Parts and Labor Costs: \$108,051.55). Of which 98 (56%) were unscheduled maintenance repairs to ensure the aging fleet continues to accomplish the necessary tasks contributing to each City department's successful utilization of their required equipment. Additionally, the staff completed 76 (44%) preventive maintenance work orders to add to the service life expectancy of both the City's equipment and vehicle fleet. Work order turnaround time composition was as follows:

- 63% of Work Orders Completed within 24 hours
- 75% of Work Orders Completed within 72 hours

Significant progress is being made to create a comprehensive fleet management plan. This work includes conducting a complete inventory check of over 900 pieces of equipment, which encompasses vehicles, specialty equipment, seasonal equipment, and more.

Additionally, we have updated the asset management vehicle tracking software to improve the accuracy of equipment data. We are also developing tracking factors, formulas, and algorithms to better evaluate the current status of the fleet. This approach will allow us to implement predictive mechanisms that will inform our strategies for equipment replacement and prioritize urgent needs.

The next steps involve continuing to develop the vehicle and equipment replacement fund structure, with the goal of seeking city adoption in the 2026 timeframe.

**City Assessor
Ryan Kamrowski**

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

	January			Year to Date 2025		
	Sales	Median	Average	Sales	Median	Average
Residential	40	\$ 238,500	\$ 257,694	40	\$ 238,500	\$ 257,694
Residential Vacant Land	8	\$ 19,750	\$ 19,750	8	\$ 19,750	\$ 19,750
Commercial	2	\$ 582,000	\$ 582,000	2	\$ 582,000	\$ 582,000
Commercial Vacant Land	0	\$ 0	\$ 0	0	\$ 0	\$ 0

**Community Development Department
Director, Brian Billingsley**

INSPECTIONS DIVISION:

January 2025 Permit Information (January 2024):

- Total Permits Issued: 276 (221)
- Single-Family Homes: 3 (2)
- Multi-Family Permits (Units): 0 (0)
- New Residential Permits: \$323,511 (\$364,000)
- Residential Remodels: \$115,702 (\$258,394)
- New Commercial: \$52,831,280 (\$68,000)
- Commercial Remodels: \$1,129,616 (\$1,105,000)

- Valuations of all Permits: \$54,400,142 (\$1,795,394)

Notable Building Permits:

- Minot Park District – 8th Street Pump Station – 801 E. Central – \$52,000,000
- Prasedium, LLC – Building Remodel – 1603 35th Ave. SW – \$320,000
- MSU – Campus Heights Building Remodel – 500 W. University - \$423,300

PLANNING DIVISION:

Planning Commission:

The Planning Commission held a meeting on January 7th. They approved all cases.

Development Review Team Meetings:

The Minot Development Review Team (DRT) held two (2) DRT meetings during the month of January:

- Blissful Bee South – 3220 S. Broadway
- Honey Bee Farm Outbuilding – 125 46th Ave. NE

Outdoor Dining Permits:

None.

Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director and staff attended an MPO meeting to assist with future growth and population projections.
- Director attended an annual franchise review meeting with Xcel energy.
- Director attended two Economic Development Committee meetings.
- Director attended a Process Improvement and Innovative training session.
- Director and other City staff interviewed a prospective client for retail development services.
- Director had two Teams meetings with retail prospects.
- Director observed a noise complaint regarding a residential generator.
- Director is attending weekly North Dakota League of Cities legislative update meetings.

ECONOMIC DEVELOPMENT DIVISION:

Façade Improvement Program:

We did not receive any new applications during the month of January. We held a closing on the forgivable loan with Jordan and Megan Ross (23 2nd Ave. SE) on January 16, 2025.

Renaissance Zone Program:

The Renaissance Zone Review Board have a meeting in January.

**NDR Program Manager
Chris Plank**

Broadway Circle

- Tours were held on 1-22-25 and 1-29-25 for interested parties to see the progress and ask any questions. Three organizations attended tours.
- Question/Answer session regarding the RFP was held on 1-24-25 in the council chambers located at City Hall. Per the request of the attendees, utility and insurance information was sent.
- Responses to the RFP are due at 4:30pm on March 7, 2025.

MI 4 Residential Acquisitions

- About half of the appraisals have been completed and reviewed. The other appraisals are under a secondary review. Offers will be based on the “market” value of the property and not the “assessed” value.

MI 8 Commercial/Residential Acquisition

- The appraisal on the commercial property has been completed and in the review process. An offer will be presented once the required reviews are completed.
- General Information Notices (GIN) have been sent to the tenants of the apartment complex being acquired. The Disaster Recovery Team has reached out to the residents to start gathering income information that will assist in the relocation process.

HUD/Compliance

- The Department of Housing and Urban Development (HUD) performed monitor session on the NDR grant in October of 2024. Results of the monitor indicated there were NO findings or concerns.
- HUD also performed a monitor in September of 2024 in regards to Americans with Disabilities Act (ADA) compliance on a couple housing projects. The City is still waiting

for the results of the monitor. During the exit meeting, HUD staff indicated it didn't appear to have any issue. Staff will wait for final confirmation from HUD.

- Quarterly compliance checks have been performed for projects having an affordability period. The initial review indicated there were no findings and the compliance requirements have been met.

NDR Administrator attended the National Community Development Association (NCDA) winter legislative conference in Washington DC. Funding updates were given as well as sessions dealing with: Ethics, Best Practices for Small Entitlement Communities, Eligible and Ineligible Activities and How to handle "Not in My Back Yard." objections to proposed activities. In addition, round table and one-on-one sessions occurred.

**Public Works
Utilities Director, Jason Sorenson**

PUBLIC WORKS ADMIN:

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

The Utilities Director and the SRJB Chairman provided testimony on HB1020, which is the funding bill for DWR that contains the cost share for flood control. Had some great discussions with representatives that requested additional info for different funding scenarios.

Staff continues to design 2025 rehab projects including watermain replacement, sanitary sewer lining and storm sewer repairs.

Water Treatment Department:

Monthly Water Report	
JANUARY 2025	
Water	
Raw Water Influent (gal)	174,403,000
Recycle Water (gal)	5,038,000
Facility Water (gal)	6,397,000
Total Water Treated (gal)	185,838,000
Distributed from City (gal)	57,636,000
Distributed from NAWS (gal)	116,077,000
Pumped Total (gal)	173,713,000
Chemical	
Ammonium Sulfate (lbs)	5,318
Carbon Dioxide (lbs)	64,263
Chlorine (lbs)	16,907
Coagulant (gal)	8,697
Fluoride (gal)	4,036
Lime (lbs)	686,601
Phosphate (lbs)	4,708
Waste Sludge to Landfill	
Truck Loads	146
Pounds	3,322,200
Safe Drinking Water Act	
Bacteria (# Samples)	50
Total Chlorine Avg	2.54 mg/l
Finish Water Turbidty (NTU)	0.068

Water & Sewer Department:

CITY OF MINOT

2025 Water & Sewer Monthly Report/Task vs. Objectives

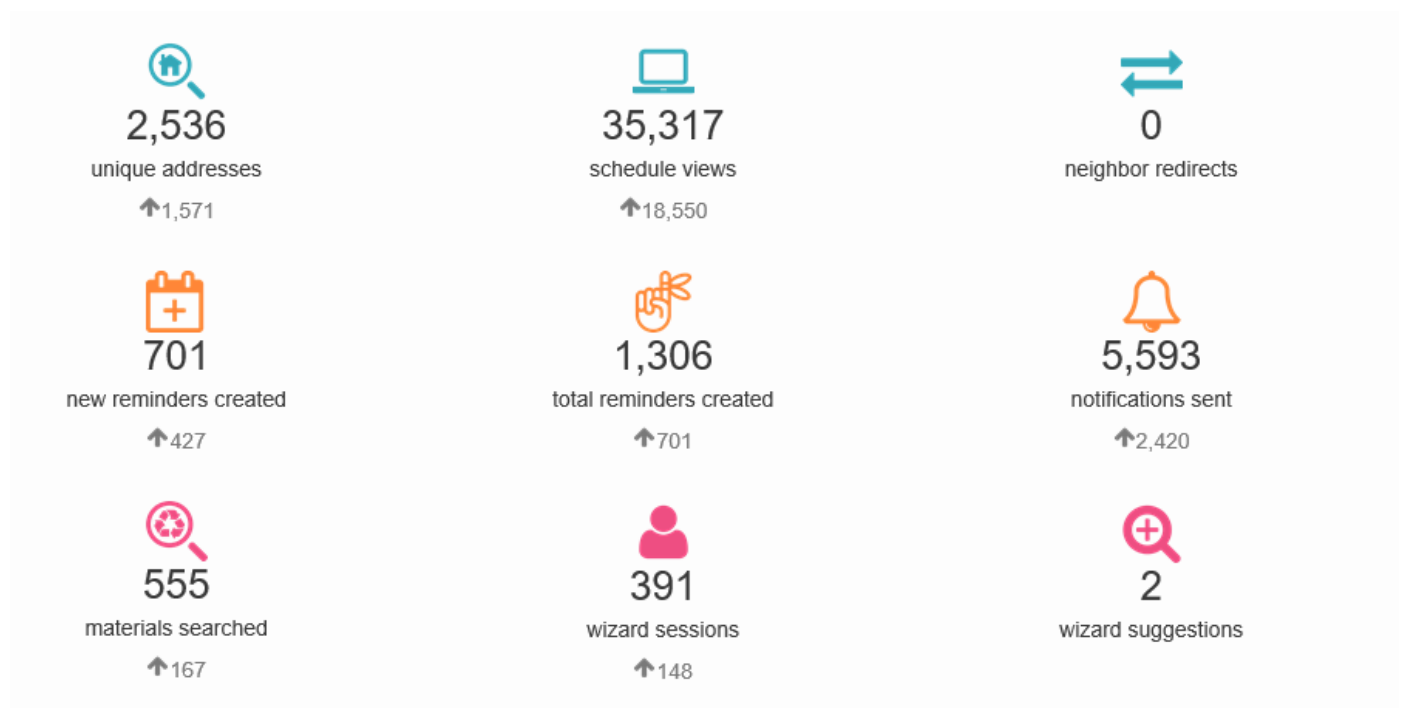
TASK	OBJECTIVE	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	TOTALS
Meetings		25												25
Service Calls	6,750	237												237
Inspections	150													0
After hours Calls (Foremen)		5												5
Lab Tests	6,500	100												100
Meters														
Install New Meters	100	3												3
Meter Changes	100	22												22
Delinquent Water Accounts		89												89
MXU Installations	100	2												2
Locates: water/sewer/storm	4,000	40												40
Hydrants														
Hydrant Inspections	1,150	0												0
Flow Hydrants(for sewer lines)		40												40
Install Hydrants	15	0												0
Hydrant Repair	180	4												4
Hydrant Flow Testing		0												0
Hydrant Meter Set		0												0
Hydrants Painted		0												0
Water														
Curb Stop Maintenance	40	3												3
Curb Box (riser repair)	100	1												1
GV exercising/inspections	2,000	0												0
Gate Valve Maintenance	24	0												0
Gate Valve (riser repair)	50	0												0
Gate Valves ON/OFF		16												16
Repair Water Main Breaks	40	4												4
Service Taps		0												0
Service Leaks		0												0
Hydrastopping	1	0												0
Haul Clay/dirt/gravel/snow	Days	5												5
PRV Maintenance	5	0												0
Install Insta-Valve	1	0												0
Sewer														
Televising (feet)	60,500	6,788												6,788
Clean Sanitary Sewer (feet)	140,000	10,000												10,000
Check/Flush Manholes	5,000	301												301
Inspect Sewer Lift Stations	2,080	168												168
Sewer Calls														0
Manhole Repair	50	0												0
Repair Sewers (feet)	30													0
Mowing/Snow Removal Hours	6,000	42												42

Landfill/Sanitation/Recycling:

As winter makes its firm grasp upon us, landfill staff have been busy in the shop working on equipment and performing various maintenance tasks. They are also still assisting the vehicle maintenance department with repairs on the automated side load garbage trucks, and various projects from the water and storm water departments. Various team members assisted the street department with hauling snow to catch up.

Recycling carts are being audited on the routes for contamination and non-compliance where corrective action is necessary.

As a reminder to all residents receiving City sanitation services, they are encouraged to visit our website or app and sign up to receive reminders of waste/recycling collection days. It also has the functionality built in to view and print your address specific calendar, along with a waste wizard to search specific items and whether they are recyclable or not. This tool will also be valuable if a service alert needs to be sent to a specific neighborhood.



These are the top ten materials searched in the waste wizard in January.

Views	Title
130	Printer
109	Christmas Tree (Natural)
61	Pizza Box (Greasy)
38	Plastic Detergent Bottle
30	Printed Paper
12	humidifier
12	Plastic Egg Carton
7	Tablet
6	Sharps
6	dehumidifiers

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

Single Stream Recycling – 86.82 Tons

MSW – 5,803.11 Tons

MSW City Collection – 954.45 Tons

Inert – 610.36 Tons

Lime – 1,661.10 Tons

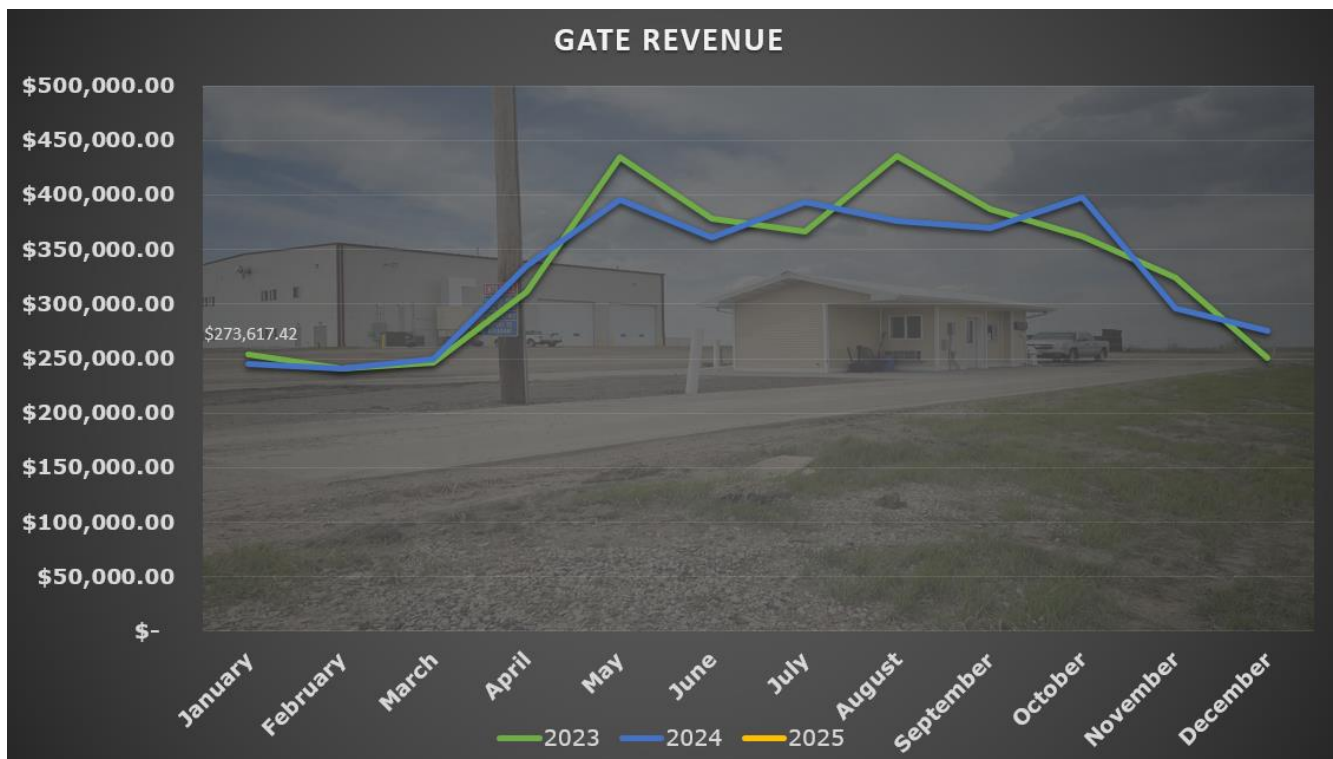
Trees – 16.25 Tons

Trees Given Away for Firewood – .41 Tons

Recycled oil for use in Asphalt Plants – 500 Gallons

Total number of landfill tickets generated – 3,053 Tickets

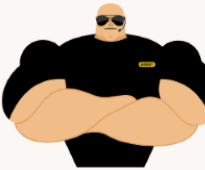
January gate collections were \$273,617.42 compared to \$244,711.14 in 2024.



**Library,
Library Director, Zhaina Moya**

MINOT PUBLIC LIBRARY

Director's Report

	Building & Grounds Children's Library Remodel: Ackerman Estvold is waiting to hear back from Midwest Glass & Door to discuss their estimated costs for hanging the leaves and butterflies. Space Needs: EAPC has conducted a building assessment on the 16th as a part of the Library & EAPC Space Needs Assessment. They have begun meeting with individual staff to discuss issues and concerns
	Personnel The Minot Public Library is fully staffed
	Budget - Moya is working with the MPL Admin Assistant DJ Bickell to close out the 2024 budget cycle. - Moya is starting to work on 2026 budget and plans to present the preliminary 2026 budget at the April Board Meeting
	Meetings & Events Moya attended the following meetings throughout the month: 1/17 Legislative Update (Virtually) 1/21 Regular City Council Meeting (Virtually) 1/28 Department Head Meeting 1/31 Legislative Update (Virtually) 2/3 Regular City Council Meeting 2/4 EAPC- Space Needs Meeting 2/11 Department Head Meeting
	Behavior Concerns No Behavioral Concerns at this time
	Library Director 2025 Goals: - Complete and submit organizational restructure plan to library board - Complete and submit pay plan to library board - Improve Munis approval time - Complete and send library board meeting packets by the Monday prior (for regular scheduled mtgs) - Expend 95% of overall 2025 budget - Look for additional funding and revenue sources to supplement property tax allocation

MINOT MUNICIPAL COURT
MONTHLY REPORT COMPARISONS FOR JANUARY 2024/2025

TO: CITY MANAGER, HAROLD STEWART
 FROM: MINOT MUNICIPAL COURT

	<u>JANUARY 2024</u>	<u>JANUARY 2025</u>
<u>MUNICIPAL COURT CASES</u>		
FILED	401	238
DISPOSED	381	229
<u>PARKING TICKETS</u>		
WRITTEN	87	107
PAID	82	84
<u>REVENUE</u>		
FINES & FORFEITURES CASH	\$ 24,484.88	\$ 24,628.75
SUSPENDED FOR JAIL OR CS	\$ 0.00	\$ 0.00
WAIVED	\$ 6,399.99	\$ 4,166.97
DISTRICT COURT TRANSFERS	\$ 160.00	\$ 0.00
PARKING TICKETS	\$ 1,720.00	\$ 1,660.00
COPY FUND	\$ 0.00	\$ 0.00
FROM POSTED BOND	\$ 20,299.69	\$ 8,489.14
ACCOUNTS RECEIVABLE BALANCE	\$ 717,311.18	\$ 717,523.71*
BALANCE LAST MONTH: \$715,167.65 (AN INCREASE OF \$2,356.06)		
<u>COLLECTION AGENCY</u>		
TURNED OVER FOR COLLECTION	\$ 3,690.00	\$ 1,704.75
COLLECTED	\$ 375.00	\$ 1,103.60
UNCOLLECTABLE	\$ 613.00	\$ 9,952.00
<u>ADMIN FEE TO DOM VIOL FUND</u>		
FEES PAID	\$ 1,556.20	\$ 1,075.06

*Reflects total fees receivables less 80% of total restitution, which is not owed to the City of Minot (80% = \$210,180.06)

MACEDC Board Meeting Attendance - 2024

Scheduled Meeting

JAN FEB MAR MAR APR MAY JUNE JULY AUG SEPT OCT NOV DEC
 17 21 11 13 10 13 12 10 14 11 9 19 11

EXECUTIVE COMMITTEE

Cassidy Hjelmstad, Chair	X	X	Annual Meeting	X	A	X	X	X	X	X	X	X	X	X
Ryan Ackerman, Chair-Elect	X	X		X	X	X	X	X	A	X	X	X	X	X
Missy Feist-Erickson, Treasurer	X	X		X	X	X	X	A	A	X	X	X	X	X
Kevin Black, Past Chair	X	X		X	X	X	A	X	X	X	X	A	X	X
Brekka Kramer, President CEO & Corp Secretary	X	X		X	X	X	X	X	X	X	X	X	X	X
<u>ADDITIONAL VOTING MEMBERS</u>			Additional Meeting											
Beth Feldner	X	X		X	A	A	X	A	X	X	X	X	X	X
Peter Hankla	X	X		X	X	X	A	X	X	X	A	X	X	X
Jonn Knecht	X	X		A	A	X	X	X	X	X	X	X	A	A
John Kutch	A	X		X	X	A	A	A	X	A	A	A	A	A
Brent Lohnes							X	A	X	X	A	A	A	A
Jarid Lundeen									X	X	X	X	X	X
Jason Olson	X	X		X	X	X	X	X	A	X	X	A	X	X
Mayor Tom Ross	X	X		X	X	A	A	A	X	X	X	X	X	X
Dr. Steven Shirley	X	X		X	X	X	X	X	X	X	A	X	X	X
Jason Zimmerman	X	X		X	X	A	X	A	X	X	X	X	X	X

X = Present A = Not Present

**Minot Area Chamber EDC Board of Directors
Wednesday, January 8, 2025 @ 7:30 a.m. | Minot Area Chamber EDC
REGULAR MEETING AGENDA**

Call to Order

1. Board Minutes (All Directors)
 - a. Approve December 11 Regular Board Meeting Minutes
2. Treasurer's Report
 - a. Approve December Financials
 - b. 2025 Budget
3. Chairperson's Report
 - a. MACEDC Office Preliminary Design Update
 - b. Letters of Support
 - i. USDA Rural Development HFFI FARE Grant, ND Rural Electric Coop Foundation
 - ii. US DOT RAISE Transportation Grant, City of Minot and Ward County
 - c. Contract Tracking Report
 - d. Chandler D. Vollmer Farm Lease Addendum
 - e. U.S. Chamber Accreditation
 - f. Business Retention & Expansion 2024 Q4 Report
 - g. Member Investor 2024 Survey Results
4. Strategic Plan Key Pillar Report
 - a. Economic Development
 - b. Community Development
 - c. Workforce Development
 - d. Member Investor
 - e. Military Support
5. President's Report
 - a. Programming Community Outreach Monthly Activity Report
 - b. Upcoming Events, Meetings, and Presentations
6. Other Business

Adjourn Meeting

Next Meeting: Wednesday, February 12, 7:30 a.m.

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

Call to order

Chair Cassidy Hjelmstad called the meeting of the MACEDC Board of Directors to order at 7:32 a.m.

Attendance

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

ABSENT: Jonn Knecht, John Kutch, and Brent Lohnes.

1. Logistics Park of North Dakota (LPND) Prospect Presentation

An LPND prospect presented a project to the MACEDC Board of Directors and answered questions they had.

2. Executive Session

Mr. Ackerman made a motion to enter executive session; Missy Feist-Erickson seconded the motion which carried by a roll call vote. Executive session was authorized by N.D.C.C. § 44-04-19.1.9.

Executive session began at 8:16 a.m. and was attended by all present board members. Present staff were Ms. Kramer and Ms. Hauge.

A. LPND Letter of Intent

Mr. Black made a motion to exit executive session; Mr. Ackerman seconded the motion which carried unanimously. Executive session ended at 8:48 a.m.

Mr. Ackerman made a motion to authorize the MACEDC President | CEO Brekka Kramer to sign the Letter of Intent for Logistics Park of ND land on behalf of the MACEDC. Mr. Hankla seconded the motion which carried unanimously.

3. Board Minutes (All Directors)

Minutes were provided in the MACEDC Board of Director's packet sent out prior to the monthly meeting. Mr. Hankla made a motion to approve the November 11 board meeting minutes; Mr. Olson seconded the motion which carried unanimously.

4. Treasurer's Report

Ms. Feist-Erickson presented the November MACEDC financials. Mayor Ross made a motion to approve the November MACEDC financials. Dr. Shirley seconded the motion which carried unanimously.

5. Chairperson's Report

a. 2025 Meeting Schedule: The proposed 2025 Board of Directors meeting schedule was included in the packet.

b. Member Investor Survey Results: A summary of the member investor survey results was included in the packet. Details will be provided at the January meeting.

c. Task Force 21 Nominations: A memo of the Task Force 21 nominations was included in the packet. Dr. Shirley made a motion to approve the nominations; Mr. Lundeen seconded the motion that was carried unanimously.

6. Strategic Plan Key Pillar Report

a. Economic Development – Ryan Ackerman: Mr. Ackerman shared that an LPND prospective client delegation would be visiting today along with the North Dakota Department of Commerce.

b. Community Development – Kevin Black: None.

c. Workforce Development – Dr. Steven Shirley: Dr. Shirley thanked the MACEDC Board for the letter of support for the Train ND request.

d. Member Investor – Cassidy Hjelmstad: None.

e. Military Support – Peter Hankla: Mr. Hankla said that there will be a Base Retention request for the legislative session. He stated that the Task Force has been busy, including a meeting with Northrop Grumman, a thank you to Mark Jantzer as TF21 chair, planning for the March 18 Sentinel briefing and legislative social, and planning for the September Washington DC symposium.

5. President's Report

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

Ms. Kramer said that there will be legislative Saturday forums starting in January at the North Dakota State Fair Center.

6. Other Business

Chair Hjelmstad stated that there will be a Board of Directors Survey sent out to board members soon.

Chair Cassidy Hjelmstad adjourned the meeting at 9:13 am.

Minutes submitted by: Jaime Hauge, Executive Assistant



MINOT AREA CHAMBER EDC

1020 20th Avenue SW
PO Box 940
Minot, North Dakota 58702-0940

Telephone: 701.852.6000
Fax: 701.838.2488
www.minotchamberedc.com
minot@minotchamberedc.com

January 6, 2025

Dear HFFI Review Committee Members,

On behalf of the Minot Area Chamber EDC, I am pleased to offer support for the North Dakota Rural Electric Cooperative Foundation's (NDREC Foundation) application for the Healthy Foods Financing Initiative (HFFI) Food Access and Retail Expansion (FARE) Fund grant. This project represents an innovative and much-needed solution to the challenges facing food access and economic sustainability in north-central North Dakota.

The proposed regional grocery warehouse and local food hub in the Minot area aligns with the work of our organization focused on driving key initiatives that build and strengthen our economy. By aggregating and distributing conventional groceries and locally produced foods, this initiative addresses gaps in the region's food supply chain. It offers an opportunity to stabilize rural grocery stores while also supporting local farmers, ranchers, and processors, all with an aim to improve access to affordable, high-quality, and healthy foods for residents throughout the region.

This project is not only important for ensuring food security but also for driving economic vitality. Establishing a shared services cooperative or similar business model will enhance the sustainability of rural grocery stores, an essential service to the sustainability of any community. Furthermore, integrating local food producers into the supply chain will create new markets for North Dakota farmers and processors, fostering job creation and entrepreneurship.

Minot Area Chamber EDC is committed to collaborating with the NDREC Foundation and other stakeholders to ensure the success of this project. We are confident it will bring significant benefits to our region's economy and quality of life. We request approval of the NDREC Foundation's grant application to help bring this project to fruition.

Thank you for your consideration.

Sincerely,

Brekka Kramer, President | CEO
Minot Area Chamber EDC

The Minot Area Chamber EDC
Is accredited by the
United States Chamber of
Commerce





Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

RE: 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Planning Grant submittal for Minot's Accessible, Growth-driving Intermodal Connector (MAGIC)

Dear Secretary of Transportation,

It is the mission of the Minot Area Chamber Economic Development Corporation (MACEDC) to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all. I am writing to share our support for the City of Minot and Ward County's grant request to implement alternative highway routes that will improve connectivity south and west of the City of Minot. MACEDC understands this effort will enhance the overall economic vitality of the region and provide opportunities for businesses and their customers to connect. It will also connect farmers, industries, and manufacturers to their markets.

MACEDC is a catalyst for regional economic development, and we support key infrastructure projects that are critical to the growth of the region. Our Infrastructure Committee is comprised of key stakeholders from the city, county, state, and community leaders who meet each month. With our understanding that infrastructure is critical to regional economic success, we know that this project will be a transformative asset to Minot and the surrounding communities.

Our community is growing and is forecasted to continue along this trajectory. Investing in strategic infrastructure is critical to support this growth. The goals of Minot's Accessible, Growth-driving Intermodal Connector (MAGIC) advance the MACEDC's vision for a strong economy and diverse community as the project will promote residential expansion and provide transportation alternatives outside of the central US Highway corridors.

Minot and Ward County's RAISE Planning Grant application, and the improvements that it will make, are fully supported by the Minot Area Chamber EDC and we look forward to working with the city, county, NDDOT, and all other project partners. If you have questions, please feel free to contact me at 701.852.6000 or brekka@minotchamberedc.com

Sincerely,

Brekka Kramer, President | CEO
Minot Area Chamber EDC

MEMO

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

Background

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

Who is Accredited

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

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

Why become Accredited

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

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

Benefits of becoming accredited:

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

Cost

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

Timeline

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

2025 Dates

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

Sections

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

Recommendation

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

Internal timelines

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

Resources

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

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

2024 Q4 Business Retention & Expansion (BR&E) Summary

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

Throughout the fourth quarter of 2024, 16 businesses participated in site visits for MACEDC's BR&E Program. A summary of the data gathered is below.

- Seven of the businesses are from the energy sector, four are from the construction sector, and the remaining five businesses are from other sectors.
 - The Minot sites visited are headquarters for ten of the businesses, divisions for six of the businesses and an office operation for one.
 - Thirteen of the businesses primarily provide a component, while two provide a finished product and one business did not provide a response.
 - Ten of the businesses serve a regional market, four have a national market and two serve the local market.
 - Their reported market coverage ranged from 5% to 80%, with an average of 34% and a median of 24%.
 - Twelve of the businesses are current members/investors.
- A total of 1,626 people are employed by the businesses, including 1,617 full-time, non-seasonal positions.
 - Current employees were rated as meeting the businesses' expectations in terms of availability, quality and, especially, stability. (Figure 1)
 - Over the last three years, four of the businesses have added jobs (63 jobs added total) and six of the businesses have cut jobs (135 jobs lost total).
 - Six of the businesses noted there as been a change in the makeup of their workforce, primarily from retirements leading to younger employees being hired.
- Annual sales figures, among those willing to divulge that information, ranged from \$2M to \$93M, with a median of \$12.5M and an average of \$30.6M.
 - Capital investments over the past two years ranged from zero to \$1.6B, with a median of \$1.5M and an average of \$3M when controlling for outliers.
- Eleven of the businesses reported they are growing and the other five said they are maturing.
 - Similarly, company sales are increasing for eleven businesses, stable for four and are decreasing for one business.
- Within the next five years, eleven of the businesses have plans to expand. Those expansion plans include more employees for six businesses, more locations for three, adding services for three, increased market share for three and acquisitions for two.

- The biggest barriers to growth in Minot were the cost of living and labor costs. (Figure 2)
- Regarding legislative changes over the next two years, seven businesses said some changes could adversely affect them and ten felt some legislative changes could benefit them. The potential changes most often mentioned a change in regulations.
- Suppliers or customers relocating hasn't been an issue for the businesses.
- The biggest challenge facing businesses in Minot continues to be related to recruiting and retaining employees, followed by business consolidations.
 - Ten of the businesses reported experiencing recruitment issues, which are said to be both a community and industrywide issue.
 - The biggest need continues to be for those in the trades and skilled laborers.
 - The businesses had an average of six unfilled positions. Fourteen said the number of unfilled positions is stable and two said the number is increasing.
- The biggest advantages to being located in Minot is the people, the quality of life and the location.
 - Minot's business climate was assigned an average rating of 3.75 on a scale of one to five, with one being low and five being high.
 - The biggest disadvantages to being in Minot are the location (distance from the Bakken and supplies) and difficulty finding/attracting qualified employees.
- The highest rated aspects of life in Minot are the airport, police and fire departments, highways and parks/recreation. (Figure 3)
 - The lowest rated aspects of life in Minot are public transportation, childcare services and housing. (Figure 3)

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

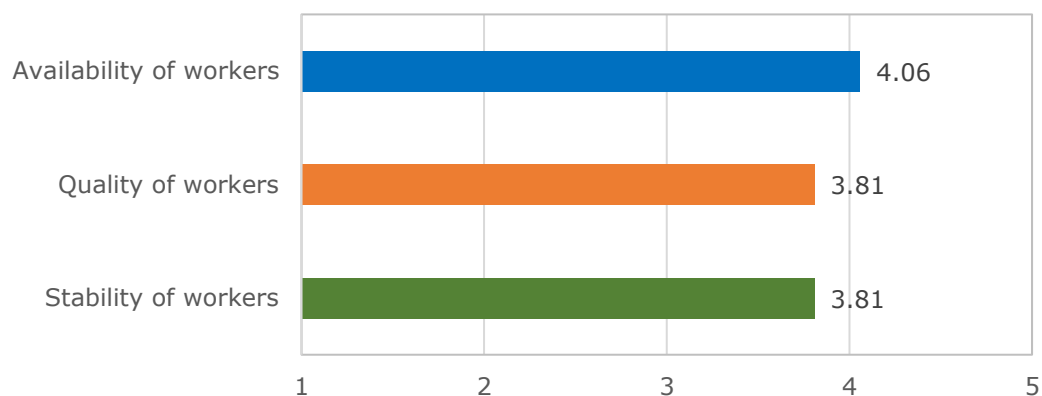


Figure 2
Mean Rating: Barriers to Growth in Minot
(1=Low, 5=High)

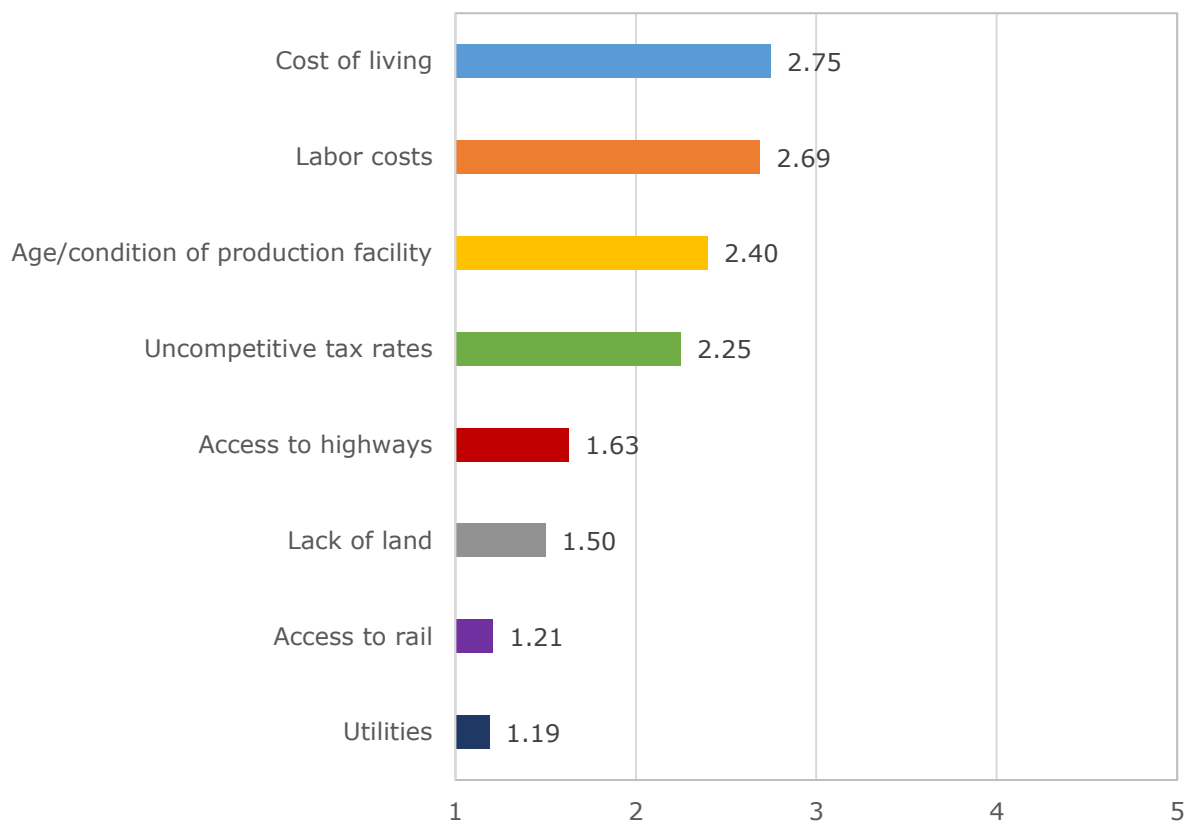
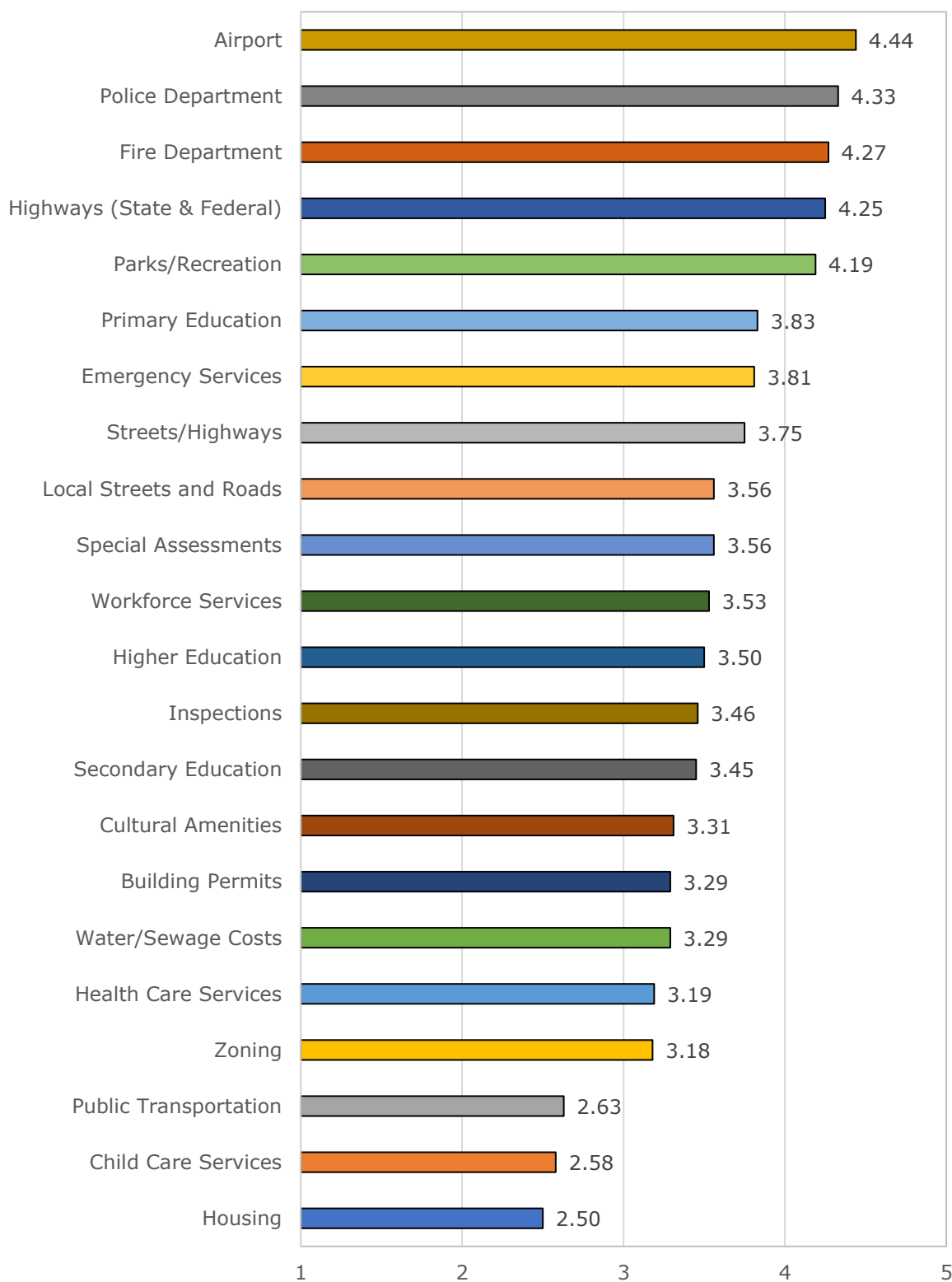


Figure 3
Mean Rating: Quality of Life
(1=Greatly Needs Help, 5=Exceeds Expectations)



Comparisons to Previous Years

Overall, there have not been many significant differences in the quantitative data gathered during the site visit interviews over the past year compared to the data gathered in previous years.

- Perception of the city's business climate continues to be favorable and unchanged from previous years. (Figure 4)
- The biggest barriers to growth in Minot are again labor costs and cost of living. Following an increase in 2023, ratings of labor costs went back down to where they were in 2022. Ratings of cost of living have remained fairly stable. (Figure 5)
- Ratings of how well the businesses' workforce is meeting expectations in terms of quality, stability and availability have remained stable. (Figure 6)
- While there have been slight variations in nearly all the quality-of-life ratings since 2021, very few were significant. (Figures 7a and 7b)
 - Housing's mean rating decreased from 3.11 in 2023 to 2.63 in 2024, which is significantly lower than where it was in 2021 (3.44).

Figure 4
Mean Rating: Minot's Business Climate
Year Over Year Comparison
(1=Low, 5=High)

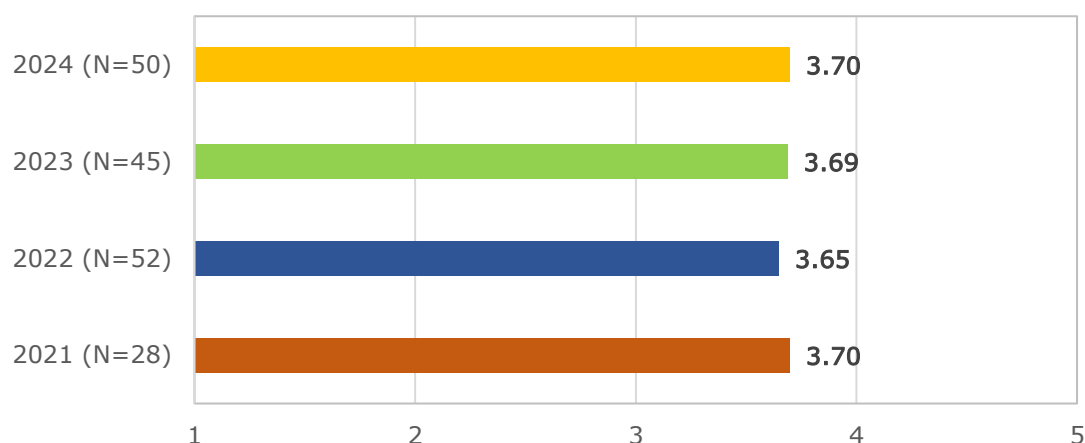


Figure 5
Mean Rating: Barriers to Growth in Minot
Year Over Year Comparison
(1=Low, 5=High)

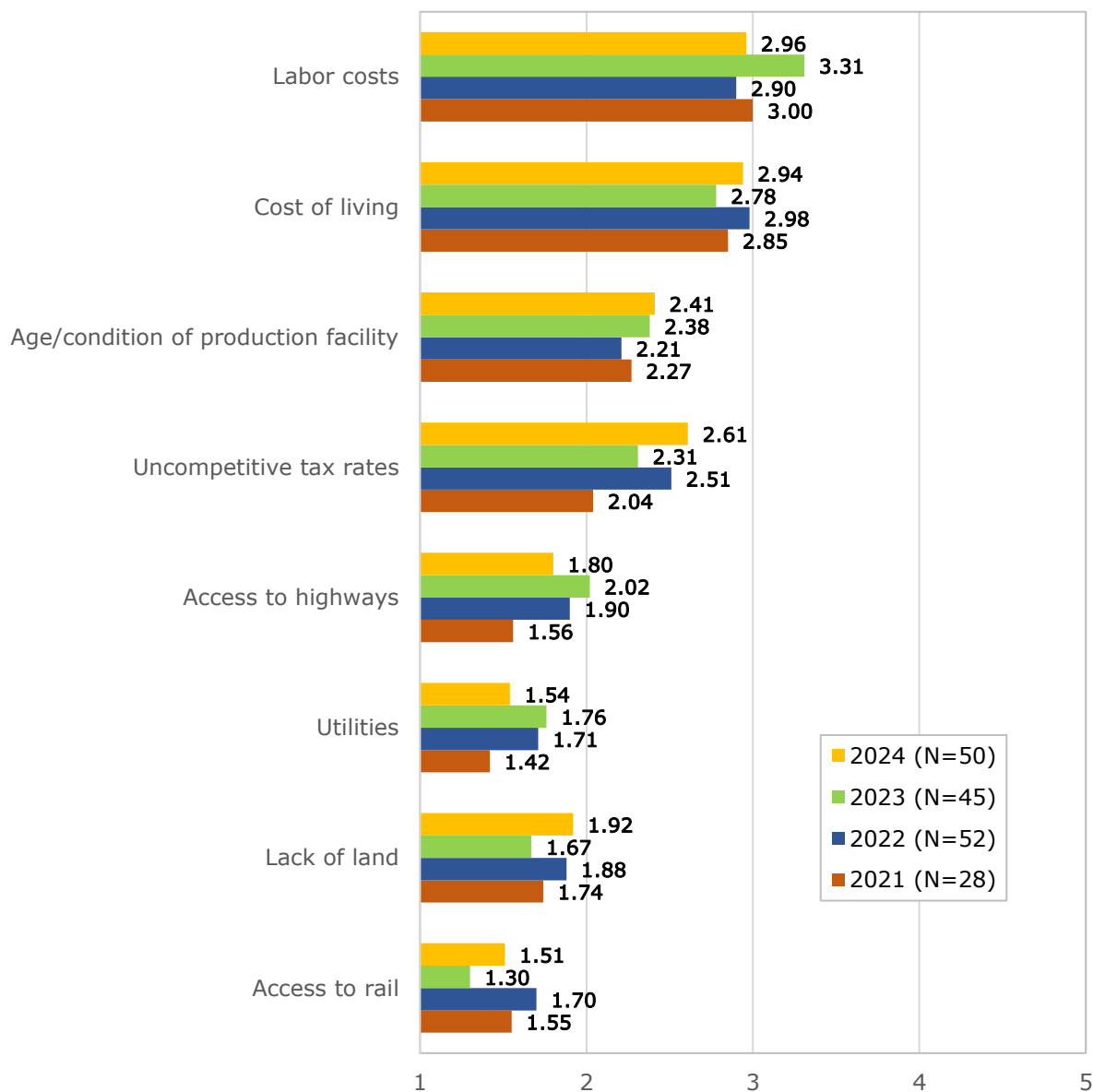


Figure 6
Mean Rating: Workforce
(1=Greatly Needs Help, 5=Exceeds Expectations)

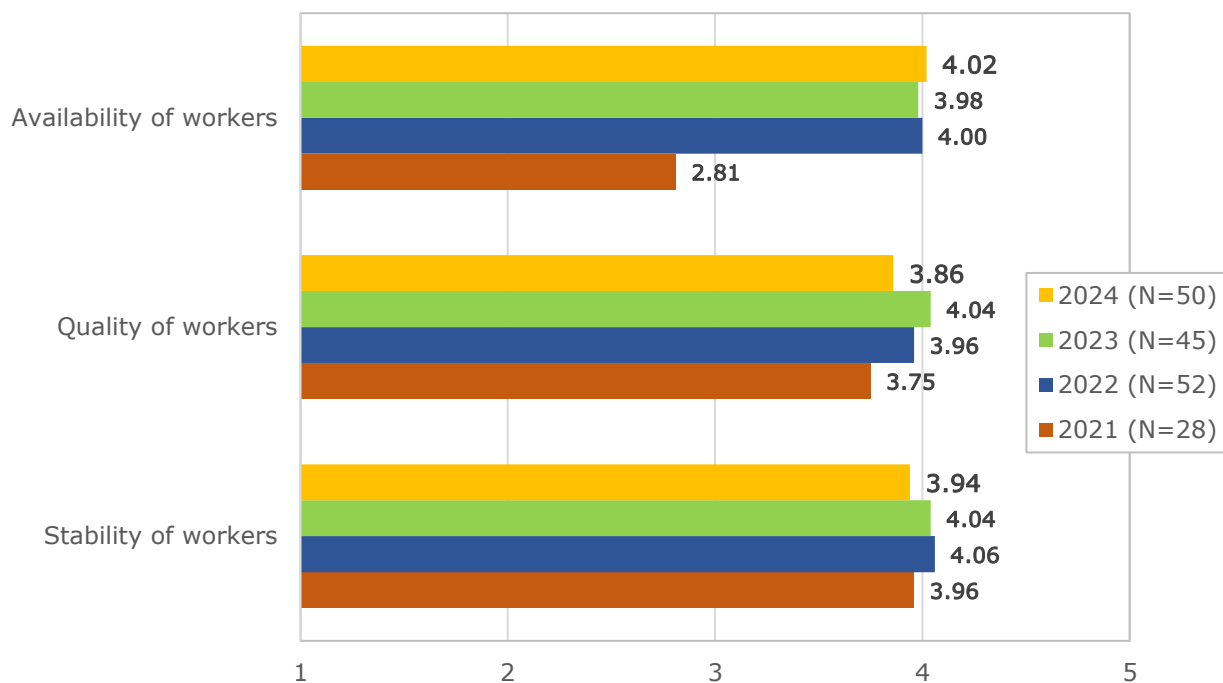


Figure 7a
Mean Rating: Quality of Life
Year to Year Comparisons
(1=Greatly Needs Help, 5=Exceeds Expectations)

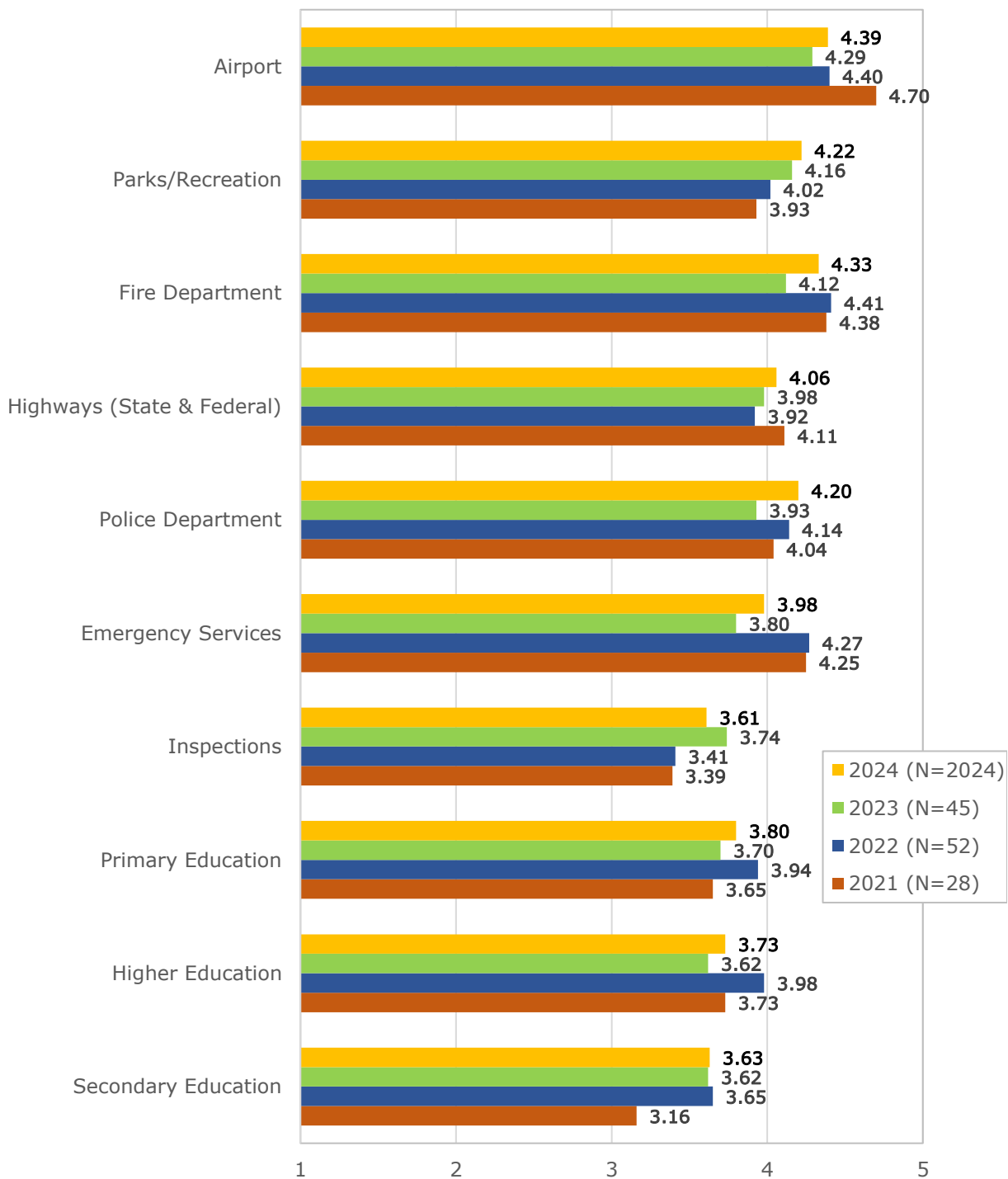
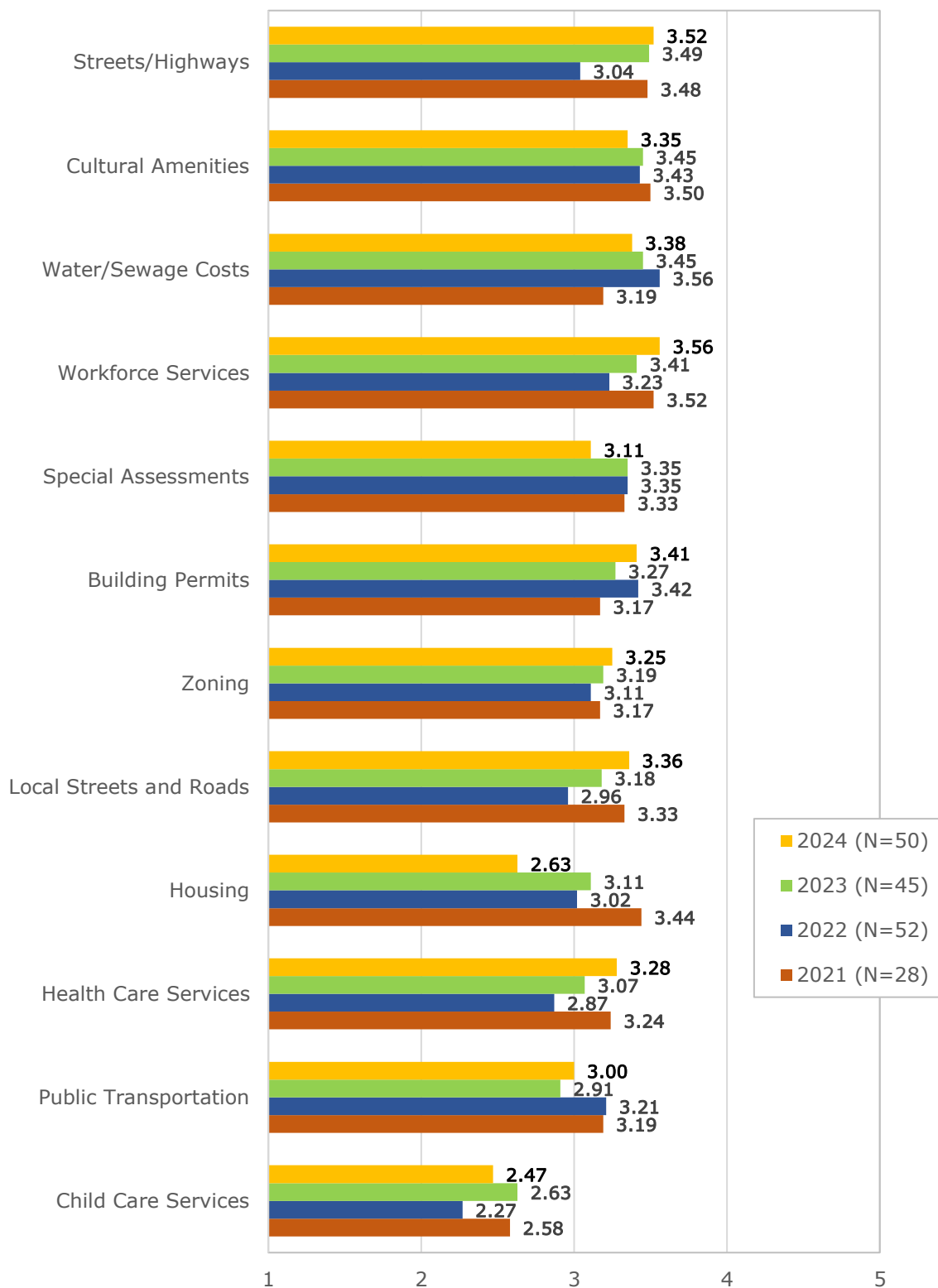


Figure 7b
Mean Rating: Quality of Life
Year to Year Comparisons
(1=Greatly Needs Help, 5=Exceeds Expectations)



President's Report | December 9, 2024 – January 3, 2025

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

- Meeting with prospective manufacturing client
- Meeting with Vorbeck Defense Manufacturing and Grand Forks leadership
- Logistics Park of North Dakota monthly meeting
- Task Force 21 monthly meeting
- Eagle Award presentation (CD)
- US Dept of Defense Office of Local Defense Community Cooperation (OLDCC) listening session
- ND Rural Electric Cooperative Foundation Minot Area Pilot Project
- MACEDC Board meeting
- Minot Air Force Base Community Leadership Engagement Panel
- AFA Protecting America's Military Bases (KRS)
- Site visit with prospective Logistics Park of North Dakota client
- Minot Military Welcome Center meeting
- Start Up Minot monthly networking and business showcase (ML)
- Great North Dakota Chamber Legislative Roundtable
- McHenry County Livestock Development & Planning (ML)
- Right Start (CD)
- MACEDC office preliminary design review
- Ambassadors Committee meeting (CD)
- Infrastructure Committee meeting (CD)
- Minot Air Force Base Public Affairs monthly meeting
- City of Minot childcare resource discussion
- Annual cookie drive
- North Dakota Chambers legislative discussion
- Military support meeting with Fargo and Grand Forks Chambers
- Regular City Council meeting
- Intermodal conference discussion with Northern Pulse Growers Association
- Grand Forks leadership meeting
- Grand Forks Military Affairs Committee presentation
- Women Connect meeting (KRS)
- Economic Development Association of North Dakota Board meeting
- North Dakota Petroleum Council Legislative Committee meeting
- Northrop Grumman workforce development and economic development meeting
- Task Force 21 Northrop Grumman meeting/dinner
- Governmental Affairs Committee meeting (CD)
- Cornerstone member investor meeting with Bravera president
- City of Minot meeting on development near Minot International Airport
- Cornerstone member investor meeting with First Western Bank & Trust president
- Meeting with Major General Colin J. Connor, Director of ICBM Modernization, Site Activation Task Force
- Meeting with The Northwest Seaport Alliance
- Meeting with ND Department of Commerce Commissioner
- Meeting with Minot Air Force Base 5th Bomb Wing Chief of Staff
- Civic leader 5th Bomb Wing welcome home at Minot Air Force Base
- Logistics Park of North Dakota meeting
- WBI energy natural gas development meeting
- Monthly one on one with Minot City Manager
- MAGIC Fund discussion with Souris Basin Planning Council
- Visit Minot, Minot Parks, MACEDC executives meeting
- Visit Minot unveiling new 2025 initiative

MINOT AREA CHAMBER EDC
PROGRAMMING COMMUNITY OUTREACH MONTHLY ACTIVITY REPORT | December 9 – January 3

COMMITTEE REPORTS

Adopt an Airman – Six airmen are matched with five families. There are three host families waiting to adopt an airman.

Agribusiness Committee – The Agribusiness Committee did not meet during this time.

Ambassadors Committee

- December 14 – Ambassadors escorted the VIP attendees to the stage for the annual Special Olympics State Basketball Tournament at the Minot State University Dome. The red coats have taken part in this for more than 25 years and always enjoy their part in this event.
- December 31 – Atypical Brewery & Barrelworks ribbon cutting – they have new Geo Dome for people to sit in like they are in an igloo, but with heat and comfort. The addition is a big hit, and appointments are filling up fast.
- January 2 – The group met to discuss upcoming events and reorganize teams. The 2024 Ambassador Chair Emily Grossman of American Family Insurance has turned the scissors over to 2025 Chair Kristi Rosselli Sullivan from Qdoba.

Business Retention & Expansion – Interviews were held with Gratech, Creedence Energy Services, Hess, Enbridge, Stevens Welding, Farden, Kemper Construction, and Craft Builder.

Business After Hours – This event was not held during this time.

Community Leadership Institute – Community Leadership will start preparing for 2025 in the spring.

Eagle Awards – On December 10, 22 Eagle Awards were given to the following:

Brean Schmitz, Trinity Health	Longhorn Steakhouse Crew
Robert Smith, Hoeven Elementary School	Bambi Lantto, Enerbase Xpressmart
Katie Hawkins, FedEx	Brock Sebelias, Verendrye Electric Cooperative
Jason Goetz, Verendrye Electric Cooperative	Randy Robbins, Trusted Tire & Auto
Halle Hendrickson, Trinity Health	Kimberly Benson, First Western Bank & Trust
Allyce Scheresky, SRT	Dr. Friday Osuala, Trinity Health
Bailey Ellis, First Western Bank & Trust	Kim Sutton, Longfellow Elementary School
Tammy Uleberg, Dakota Family Services	Dr. Jakob Zerr, Northland Health Centers
Payden Garaas, Community Action Opportunities	Val Zechman, Trinity Health
Megan Miller, Trinity Health	Dr. Margaret Nordell, Trinity Health
Brian Winkels, Ryan GMC	Stacy Joseph, Caribou Coffee

Energy Committee – The Energy Committee did not meet during this time.

Governmental Affairs Committee – December 19, the committee heard from Darrik Trudell, the Resident Agent in Charge for Homeland Security Investigations on sextortion and its effects on families. He speaks to schools and youth organizations to spread the word on what to look for and how parents and adults need to work on what they share on social media.

Infrastructure Committee – The Infrastructure Committee heard from Mark Jantzer on Task Force 21 and the Sentinel Project. Mark took the group through the history of Task Force 21 and its work to secure the future of Minot Air Force Base. An update on the Sentinel project was provided. Task Force 21 has been keeping a close eye on all that is taking place in Cheyenne at F.E Warren Air Force Base in Cheyenne Wyoming as they are the first to have the replacement of Minuteman III nuclear missiles based on the current schedule.

Military Affairs Committee – The Military Affairs Committee did not meet during this time.

Right Start Committee – December 12, the Right Start Committee met to look ahead to 2025 and sign up for a month or two to give the community presentation. The group also looked over the slide show to make changes. The Right Start presentation at MAFB is a mandatory briefing for Airmen and anyone with Department of Defense affiliation and is considered the newcomers welcome to a new installation and community. MACEDC leads the community portion each month.

Showcase of Business – A survey went out to the businesses that participated in the event and a majority of those responding felt the event was successful and enjoyed the theme. The 2025 event has been set for November 13 at the ND State Fair Center Magic Place with the theme “Winter Wonderland.”

Start Up Minot Academy powered by CO.STARTERS - The next Start Up Minot 10-week course is set to start February 12 and will run through April 16.

Start Up Minot – The December 12 Start Up Minot networking event featured Rory Schell, owner of Val’s Cyclery. The first networking event of 2025, on January 9, will be a conversation with Chappy Windsor of Dakota Chappy fame.

Task Force 21 – Regular Task Force 21 meeting was held to review strategic engagements for 2025 and thank Mark Jantzer for over 25 years of serving as the committee chair. In mid-December, Task Force 21 had the opportunity to meet with Northrop Grumman representatives while they were in Minot. A civic leader event took place where TF21 members were able to welcome airmen from the 5th Bomb Wing back to Minot Air Force Base from the Middle East. Planning continues for the March 18 Sentinel briefing and legislative social, as well as the September Washington DC symposium.

Women Connect – The February 5 event is fast approaching, and the committee has been planning for the “Dream it, Vision Board It, Lead it” at the Foundry in downtown Minot. This is a follow up to the signature event with Mel Smith, who will join this event virtually to help those attending set their goals.

UPCOMING MEETINGS AND EVENTS

Minot Area Chamber EDC Programming

January 8	Agribusiness Committee, noon, MACEDC Office
January 10	Infrastructure Committee, 7:30 am, Homesteaders Restaurant
January 11	Minot State University Military Appreciation Hockey Game, 7:30 pm, Maysa Arena
January 15	Minot Air Force Base Honorary Commander Induction Ceremony, Minot Air Force Base
January 16	Business After Hours, 5:00 pm, Magic City Hoagies
January 25	Legislative Forum, 9:00 am, North Dakota State Fair Center
February 1	Legislative Forum, 9:00 am, North Dakota State Fair Center
February 13	Business After Hours, 5:00 pm, Aspire Credit Union
February 15	Legislative Forum, 9:00 am, North Dakota State Fair Center

Minot Area Chamber EDC Signature Events

February 5	Women Connect “Dream It, Vision Board It, Lead It,” 3:00 pm, The Foundry
March TBD	MACEDC Annual Meeting
April 24	Prairie Warrior Auction, 5:30 pm, North Dakota State Fair Center
August 5	Dinner on the Prairie, invitation only – contact MACEDC for more information

Minot Area Chamber EDC Strategic Engagements | Stakeholder and Partner Events

January 7	ND Legislative Session State of the State Address, Bismarck ND
January 18	Governor Kelly Armstrong Inauguration Celebration, Bismarck ND
January 24	Minot State University Alumni & Friends Basketball Appreciation Night, Minot State Dome
January 28	Northern Pulse Growers Annual Convention, Sleep Inn & Suites Minot
January 29 - 31	KMOT Ag Expo, North Dakota State Fair Center
February 11-12	North Dakota Department of Commerce North Dakota Rural Planning Symposium, Bismarck ND
February 18-19	North Dakota League of Cities Local Government Capitol Connection, Bismarck ND
February 20	Mayor Ross State of the City, North Dakota State Fair Center

On February 4, 2025, a Regular Planning Commission Meeting of the Minot Planning Commission was held in the City Council Chambers, City Hall (10 3rd Ave SW). Chairman Offerdahl called the meeting to order at 05:30 PM.

1. ROLL CALL

Members Present: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter

Members Absent: Kayla Johnson, Bradly Wolff, Robert Amick, Casey Erickson

City Staff Present: Brian Billingsley, Doug Diedrichsen, Dan Falconer, Hannah Hornberger, Nick Schmitz

Others Present: Lynda Langseth, Mike Baker, Lexi Baker, Bruce Langseth, Rusten Roteliuk

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

3.1. INTRODUCTIONS AND DECORUM HANDOUT

4. PLANNING COMMISSION

4.1. APPROVAL OF THE JANUARY 2025 REGULAR MEETING MINUTES

The motion to Approve January 2025 Regular Meeting Minutes was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Pontenila and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter; nays: None.

5. PUBLIC HEARING

5.1. CASE #2025-1 - THE EHR HILLS ADDITION - FUTURE LAND USE MAP AMENDMENT, ZONING MAP AMENDMENT, PRELIMINARY PLAT & INTERIM USE PERMIT

Mr. Diedrichsen discussed the staff report.
Commissioners and city staff had a discussion.

Chairman Offerdahl opened the public hearing to the public for testimony.
Lynda Langseth, representing the application, spoke in favor of the application.
Mike Baker, neighbor, spoke against the application.
Lexi Baker, neighbor, spoke against the application.
Dan Falconer, associate planner, read a letter from Brian Beeter about the property.
Rusten Roteliuk, Houston Engineering, answered questions from the planning

commission.

Bruce Langseth, member of the application, spoke in favor of the application.

City staff answered questions.

Chairman Offerdahl closed the public hearing.

Chairman Offerdahl clarified the motion.

Nick Schmitz, assistant attorney, clarified questions pertaining to the motion.

City Staff answered questions.

The motion to Approve FLU Amendment, Zoning Map Amendment, Prelim Plat & IUP with 600' buffer was initiated by Planning Commission Representative Baumann seconded by Trudell and carried by the following roll call vote: ayes: None; nays: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter.

The motion to Approve FLU Amendment, Zoning Map Amendment, Prelim Plat & IUP was initiated by Planning Commission Representative Longtin seconded by Planning Commission Representative Kibler and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter; nays: None.

5.2. CASE # 2025-2 - LDO TEXT AMENDMENT

Mr. Diedrichsen discussed the staff report.

The Commissioners had a discussion.

Staff answered questions.

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

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve LDO Text Amendment was initiated by Planning Commission Representative Longtin seconded by Trudell and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter; nays: None.

6. MISCELLANEOUS AND DISCUSSION ITEMS

6.1. ADDITIONAL INFORMATION PROVIDED TO PLANNING COMMISSION

Additional materials were added to the public records for a prior application.

7. ADJOURNMENT

With no further business, Chairman Offerdahl adjourned the meeting at 7:11 pm.



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: February 18, 2025

**SUBJECT: PUBLIC HEARING: CASE #2025-01 - THE EHR HILLS ADDITION -
FUTURE LAND USE MAP AMENDMENT, ZONING MAP AMENDMENT
AND PRELIMINARY PLAT**

I. RECOMMENDED ACTION

It is recommended City Council 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.

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

Public hearing request by Lee Grossman of SW&L Attorneys, representing Margo Ehr et al., owner for a request of a future land use map amendment, zoning map amendment, preliminary plat and Interim Use Permit. The property is currently zoned "R1" Single Family Residential District with the requested rezoning to "M1" Light Industrial District with a future land use map amendment from "Suburban Residential" to "Light Industrial". The requested Interim Use Permit is for mining or extraction of aggregate resources. The legal description for the property is Outlot 34 and a portion of Outlots 44 & 45 of the NE1/4 SE1/4 Section 30, Township 155, Range 82, Ward County, North Dakota.

B. Proposed Project

The subject property's address is 2100 Valley St.

C. Recommendation Detail

It is recommended that City Council approve the Preliminary Plat and Future Land Use Map Amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A. The Zoning Map Amendment Ordinance has been included in Attachment B.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

This development project would potentially bring a currently grandfathered property into zoning compliance.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with or without conditions or deny the request.



Planning Commission Staff Report

Application Date: 09/23/2024, 12/30/2025
Date of Staff Report: 01/17/2025
Date of Planning Commission Meeting: 2/04/2025

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

Case Number: 2025-01
Project Name: Ehr Hills Addition – Preliminary Plat, FLU Map Amendment, Zoning Map Amendment, IUP
Current Legal Description: See the project description below.
Proposed Legal Description: Lot 1 & 2 of Ehr Hills Addition to the City of Minot
Present Address: See the project description below.

Owners: Margo Ehr et.al.
Representative: Margo Ehr et. Al. & Sarah Walker, Ward County Water Resource Board
Entitlements Requested: Major Subdivision Preliminary Plat, Future Land Use Map Amendment, Zoning Map Amendment, Interim Use Permit

Present Zone(s): “R1” Single Family Residential District
Present Use(s): Gravel Mining
Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.
Present Future Land Use Map Designation: Suburban Residential

Proposed Zone(s): “M1” Light Industrial
Proposed Use(s): Stormwater management project, gravel mining activities would be permitted through IUP
Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.
Proposed Future Land Use Map Designation: Light Industrial

PROJECT DESCRIPTION:

Public hearing request by Lee Grossman of SW&L Attorneys, representing Margo Ehr et al., owner for a request of a future land use map amendment, zoning map amendment, preliminary plat and Interim Use Permit. The property is currently zoned “R1” Single Family Residential District with the requested rezoning to “M1” Light Industrial District with a future land use map amendment from “Suburban Residential” to “Light Industrial”. The requested Interim Use Permit is for mining or extraction of aggregate resources. The legal description for the

property is Outlot 34 and a portion of Outlots 44 & 45 of the NE1/4 SE1/4 Section 30, Township 155, Range 82, Ward County, North Dakota.

The subject property address is 2100 Valley St.

An aerial photo of the subject property can be found in **Exhibit 1**.

BACKGROUND INFORMATION:

The property owner seeks to subdivide a single lot into two lots, with a request for amendments to the Future Land Use Map, Zoning Map and a request for an Interim Use Permit. The proposed subdivision will create two lots from unplatted land. Lot 1 will be 4.59 acres and Lot 2 is 72.73 acres. The request for an amendment to the FLU stems from the applicant's belief that due to continued use of the property for industrial uses and its location adjacent to other industrial uses will make it unsuited to residential development in the future. The applicant has also requested an IUP to continue to mine gravel and clay on site. The placement of "R1" Single Family Residential zoning is remnant of the R1 zoning placed on the property by Ward County prior to it being brought into the ETJ.

A preliminary plat can be found in **Exhibit 2**.

A zoning and future land use map can be found in **Exhibit 3**.

Site pictures can be found in **Exhibit 4**.

Applicants Letter of Intent can be found in **Exhibit 5**.

STAFF ANALYSIS:

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

Chapter 10. Implementation of the 2040 Comprehensive Plan of the City of Minot (LDO) provides the following guidance for making amendments to the Comprehensive Plan: The Plan can be amended if new development opportunities arise that were not foreseen in the Plan or if there is a significant shift in public sentiment. If, for example, a property needs to be rezoned but the rezoning is inconsistent with the future land use map, the City can revise the Plan following a review process involving staff review, Planning Commission review, and a final decision made by the City Council. If conditions in the City change significantly or major revisions are needed, the Plan should be updated in its entirety. Staff may wish to perform a "soft update" in 5-10 years to ensure the

Plan remains on track. This could assess progress toward implementation and allow for minor revisions to the Future Land Use Map, if needed, but would not involve the same level of undertaking as a full-scale update.

Staff provides the following guidance:

Staff finds that the requested changes are pertaining to “new development opportunities that were not foreseen” in the plan and the evolving development potential in the neighborhood due to the fact that the FLU designation was placed based on the existing zoning from Ward County and was mistakenly not further assessed as it was assigned a FLU designation. New development opportunities that are focused on a wide range of industrial uses catering to the agricultural and railroad industries continue to be the primary land use development opportunity in this area. The lack of any existing or planned infrastructure for sewer and water also limit the possibilities of residential development.

Zoning Map Amendment Analysis:

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

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

Staff finds a change is necessary to resolve a discrepancy between the zoning and the historic and current use along with the development potential of the subject property. The FLU Map denotes this area as Suburban Residential and the existing zoning is “R1”. The area was denoted as suburban residential because Ward County had placed an R1 zoning designation on the property. Since then this section of Valley St. has been developed as industrial serving the agricultural and railroad industries and no infrastructure has been developed to support residential development. With an amendment to the FLU Section 9.1-7 H. 1. is satisfied.

Staff finds that the City and other public agencies will be able to provide services to support the request and Section 9.1-7 H. 2 is satisfied with the condition that the developer construct all required infrastructure to city standards as outlined in the Land Development Ordinance (LDO) and city code of ordinances.

Given the industrial nature of the uses and zoning of the adjacent properties the change in zoning should not affect the uses or property values of the adjacent properties. With that, staff finds no evidence that the proposed development will substantially diminish the condition or value of property in the vicinity per Section 9.1-7 H. 3.

Staff finds the zoning change is consistent with the purpose of the Zoning Ordinance and other adopted policies of the City. Section 9.1-7 H. 4. is satisfied.

Interim Use Permit Analysis:

Section 9.1-5. of the Minot Land Development Code provides the procedures for permitting of interim uses within the City of Minot. Section 9.1-5. B. states that the application, public hearing, noticing, and procedural requirement for an interim use permit (IUP) are the same as those for a conditional use permit (CUP). Section 9.2 provides the noticing requirements for public hearings held by the Planning Commission. The applicant has submitted the necessary application documents required per Section 9.1-4 C. and noticing has been conducted as required per Section 9.2.

Section 9.1-5 C. states that the Planning Commission shall authorize an interim use permit only if they find that the following criteria are met:

1. An Interim Use Permit is the preferred method for authorizing the specified use, as defined by the zoning use matrix.
2. The date or event that will terminate the use can be identified with certainty.
3. The interim use will not impose additional costs on the public if it is necessary for the public to take the property in the future.
4. The interim use will be subjected to, by agreement with the owner, any conditions that the Planning Commission has deemed appropriate for permission of the use, including a condition that the owner will provide an appropriate financial surety to cover the cost of removing the interim use and any interim structures upon the expiration of the Interim Use Permit.

To that end, staff provides the following guidance:

Staff finds an interim use permit is the preferred method for authorizing mining or extraction of oil, mineral, or aggregate resources, as noted in Table 2.2 Table of Uses – Industrial Uses from the Land Development Ordinance (LDO) of the City of Minot, satisfying Section 9.1-5. C. 1.

Section 9.1-5. C. 2. relates to the identification of a certain date or event that will terminate the use. The extraction of clay from the site has been related to the construction of flood controls during emergency events. The risk of emergency flood events will persist until flood controls are completed. Public Works has estimated that flood controls will not be completed until at least 2035. Staff recommends including the following condition to memorialize the termination date:

The termination date shall be January 1, 2036.

Section 9.1-5. C. 3., relating to the interim use not imposing additional costs on the public if it is necessary for the public to take the property in the future is satisfied by the nature of the property owner. The owner will be

required to return the site to a natural state and will “ensure adequate drainage, and seed the reclaimed area to grass unless otherwise requested by MACEDC” to adequately restore the site.

Section 9.1-5. C. 4. relates to additional conditions of approval that the Planning Commission deems appropriate, which may include a financial surety to remove the interim use from the property. Staff finds this criterion satisfied and does not recommend additional conditions of approval.

Overall, staff finds that the Sections 9.1-5 C. 1. through 4. are met, subject to the two conditions previously noted.

Subdivision Design Standards:

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

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

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

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

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

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

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as those properties to be zoned meet the minimum lots size in the “M1” Light Industrial District.

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

The requirements of Section 10.3-13. A. relating to the dedication of right-of-way, easements, and street widths is not satisfied as the dedication of ten foot (10') utilities easement along the frontage of the property lines abutting streets are not denoted on the plat. Dedication of the ten foot (10') utilities easement along Valley St. should be a condition of approval for a final plat.

Sections 10.3-14 relates to sidewalks. Sidewalks will be required at the time of construction of any buildings as a condition of approval of a site plan submitted as part of a building permit application and therefore Section 10.3-14 is satisfied.

Section 10.3-15 related to public utilities is satisfied. The land is outside of the service area of the municipal water and sewer system.

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

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

Comments:

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

FINDINGS OF FACT:

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

- 1) The applicants have submitted a complete application.
- 2) The property is zoned "R1" Single Family Residential District on the Official Zoning Map and has a "Suburban Residential" designation on the Future Land Use Map of the 2012 Comprehensive Plan.
- 3) The applicant's request is consistent with the bulk requirements for a request for amendment to the Future Land Use Map as outlined in the 2040 City of Minot Comprehensive Plan.
- 4) The applicant's request is consistent with the bulk requirements of Chapter 2.18 – "M1" Light Industrial District of the Land Development Ordinance of the City of Minot (LDO).
- 5) The zoning map amendment is consistent with the purpose of the Minot Land Development Ordinance and other adopted policies of the City per Section 9.1-7 H. 4.
- 6) Section 9.1-5. C. 1. is satisfied as the preferred method of permitting mining or extraction of oil, mineral, or aggregate resources is via interim use permits per Table. 2.2 Table of Uses of the Land Development

Ordinance of the City of Minot (LDO).

- 7) Section 9.1-5. C. 2. is satisfied with the inclusion of a condition memorializing the termination date as January 1, 2036.
- 8) Section 9.1-5. C. 4. is satisfied, as no further conditions are warranted other than relating to memorializing the termination date and the requirement to complete land reclamation at the termination of mining activities.
- 9) The applicable sections of Chapter 10.3 related to subdivision design are satisfied with conditions.
- 10) The Minot Planning Commission has the authority to recommend approval, with or without conditions, or recommend denial of the Major Subdivision Preliminary Plat, Future Land Use Map amendment and Zoning Map Amendment. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.
- 11) The Minot Planning Commission has the authority to hear the Interim Use Permit case and decide whether it should be approved or denied, with or without conditions. The public notice requirements were met, the hearing was legally noticed and posted and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

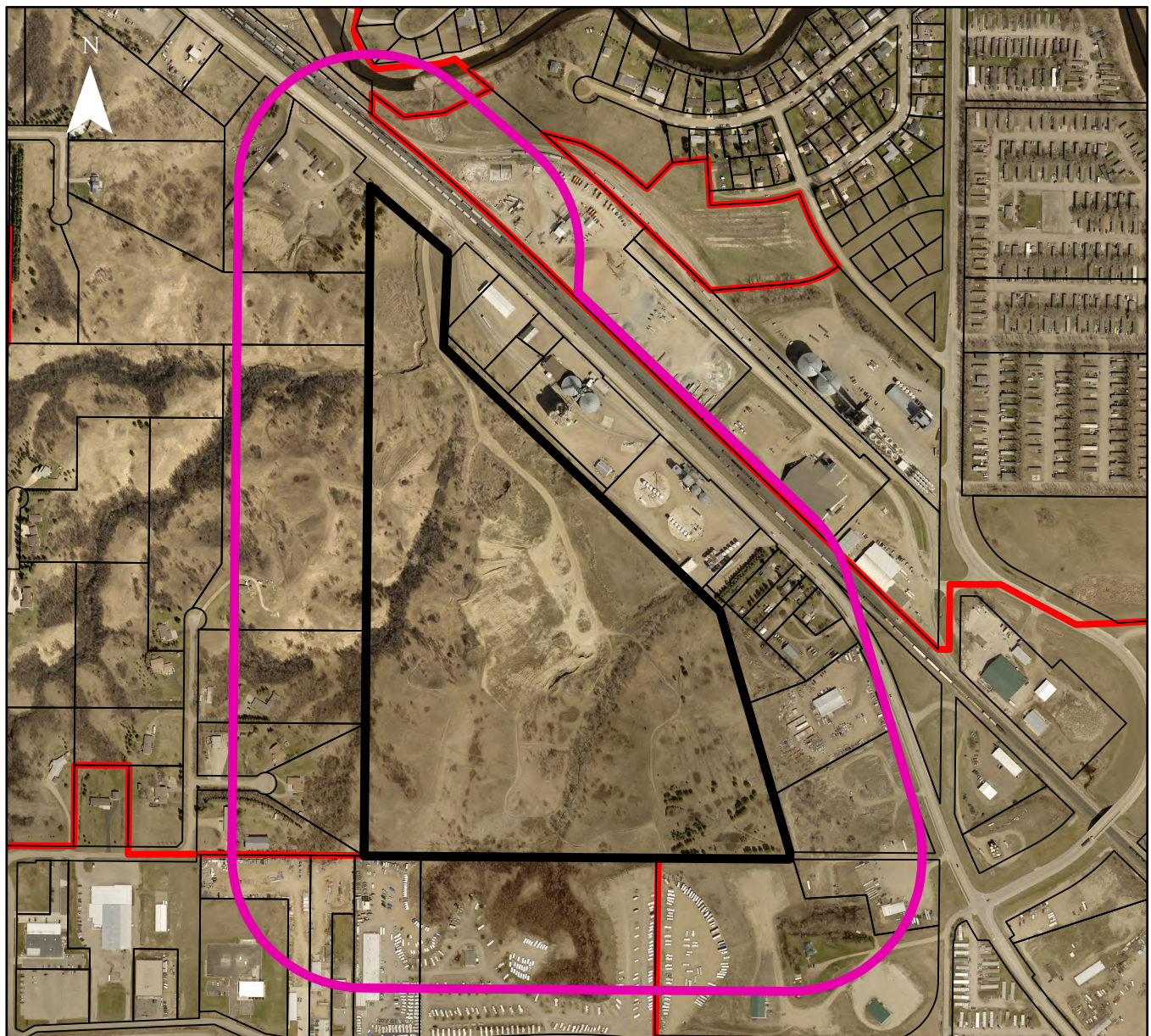
RECOMMENDATION:

Staff recommends the Planning Commission adopt staff findings of fact and recommend City Council approve the Major Subdivision Preliminary Plat for Ehr Hills Addition, Future Land Use amendment to Light Industrial, and Zoning Map Amendment to "M1" Light Industrial.

Staff recommends the Planning Commission adopt the staff findings of fact and approve the interim use permit for mining or extraction of oil, mineral, or aggregate resources with the following recommended conditions.

RECOMMENDED IUP CONDITIONS:

- 1) A termination date of January 1, 2036.
- 2) The owner shall complete land reclamation to return the property to a natural state at the termination of mining activities or submit a development plan for a proposed development project.



0 500 1,000 2,000 Feet

- Two Mile Boundary
- City Limits
- Case # 2024-09-06
- Case # 2024-09-06 Notification Area

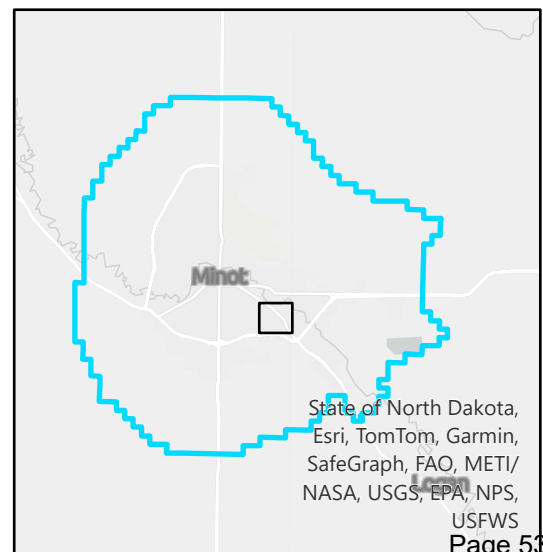
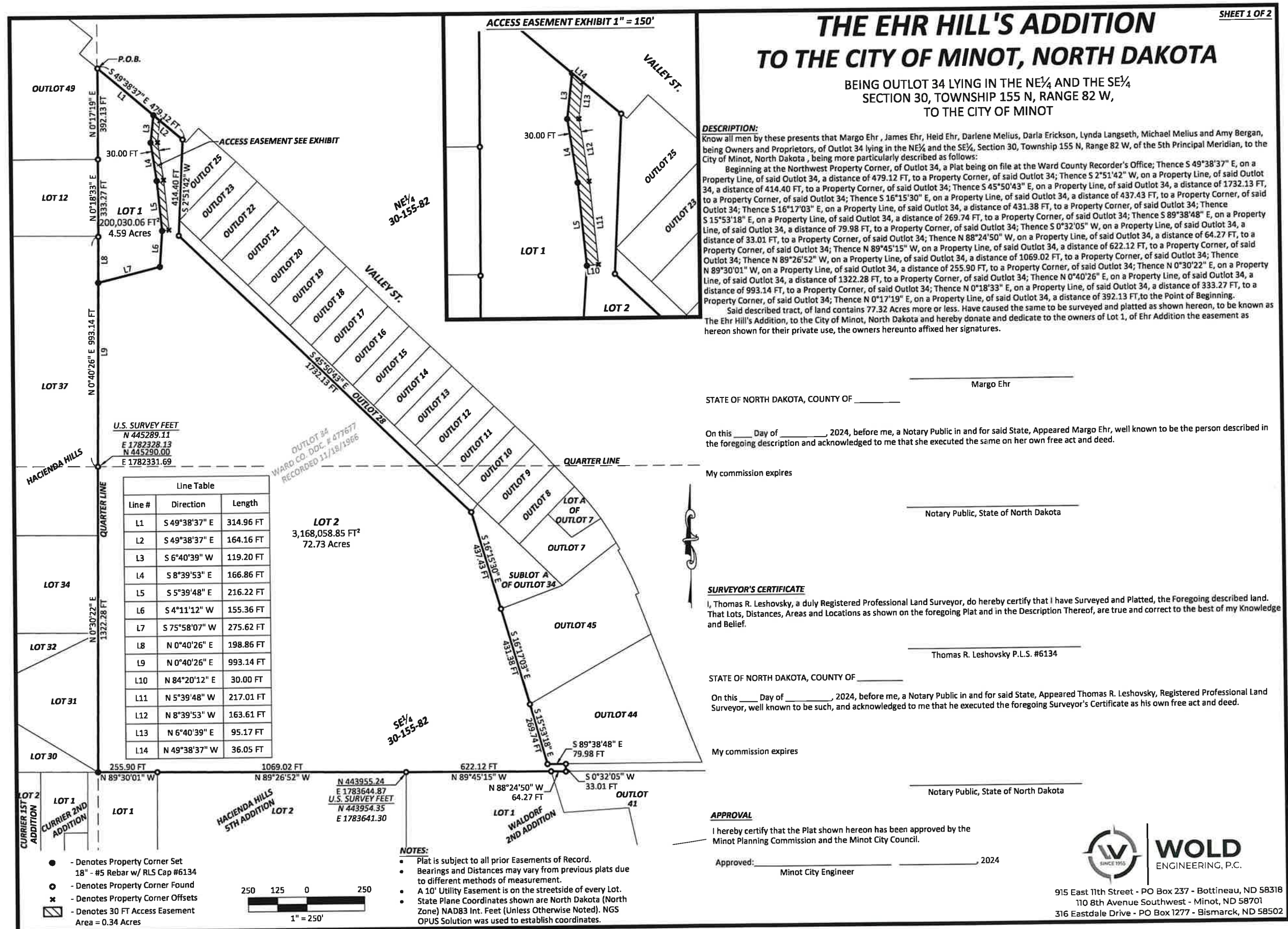


Exhibit 2



**THE EHR HILL'S ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA**

BEING OUTLOT 34 LYING IN THE NE¼ AND THE SE¼
SECTION 30, TOWNSHIP 155 N, RANGE 82 W,
TO THE CITY OF MINOT

SHEET 2 OF 2

STATE OF _____, COUNTY OF _____ James Ehr

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared James Ehr, well known to be the person described in the foregoing description and acknowledged to me that he executed the same on his own free act and deed.

My commission expires

Notary Public, State of _____

STATE OF _____, COUNTY OF _____ Darlene Melius

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Darlene Melius, well known to be the person described in the foregoing description and acknowledged to me that she executed the same on her own free act and deed.

My commission expires

Notary Public, State of _____

STATE OF _____, COUNTY OF _____ Lynda Langseth

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Lynda Langseth, well known to be the person described in the foregoing description and acknowledged to me that she executed the same on her own free act and deed.

My commission expires

Notary Public, State of _____

STATE OF _____, COUNTY OF _____ Amy Bergan

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Amy Bergan, well known to be the person described in the foregoing description and acknowledged to me that she executed the same on her own free act and deed.

My commission expires

Notary Public, State of _____

STATE OF _____, COUNTY OF _____ Heid Ehr

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Heid Ehr, well known to be the person described in the foregoing description and acknowledged to me that she executed the same on her own free act and deed.

My commission expires

Notary Public, State of _____

STATE OF _____, COUNTY OF _____ Darla Erickson

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Darla Erickson, well known to be the person described in the foregoing description and acknowledged to me that she executed the same on her own free act and deed.

My commission expires

Notary Public, State of _____

STATE OF _____, COUNTY OF _____ Michael Melius

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Michael Melius, well known to be the person described in the foregoing description and acknowledged to me that he executed the same on his own free act and deed.

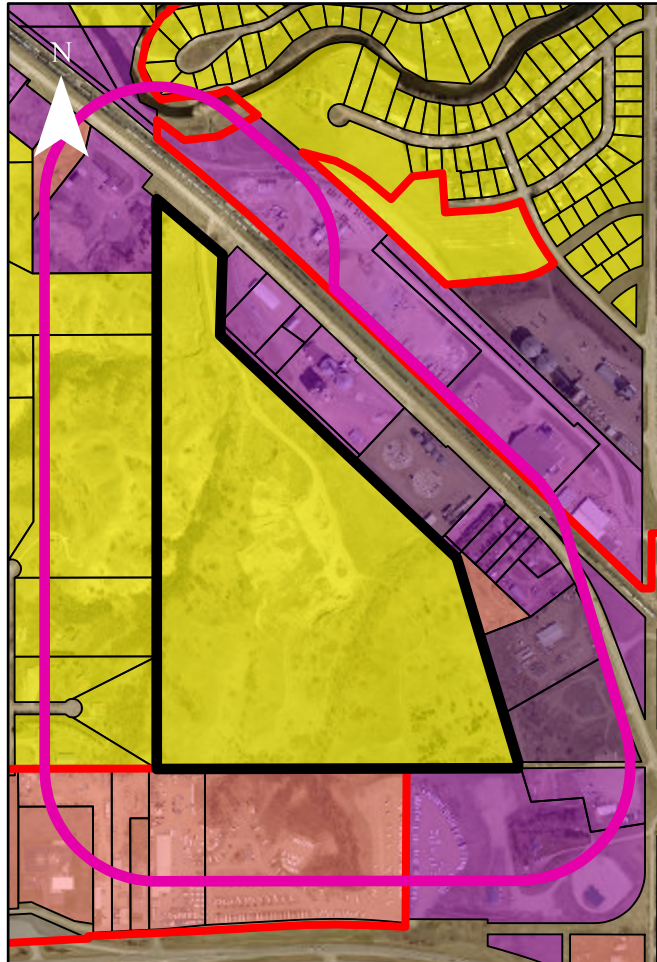
My commission expires

Notary Public, State of _____

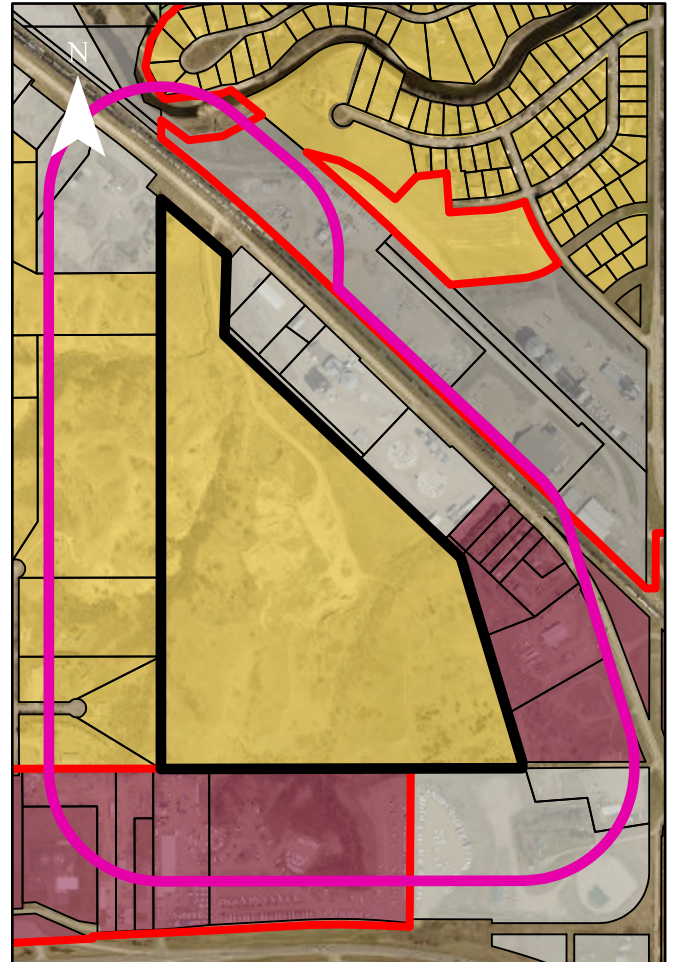


915 East 11th Street - PO Box 237 - Bottineau, ND 58318
110 8th Avenue Southwest - Minot, ND 58701
316 Eastdale Drive - PO Box 1277 - Bismarck, ND 58502

ZONING



FUTURE LAND USE



0 480 960 1,920 Feet

Zoning

	C2
	M1
	M2
	MH
	P
	R1

Both Maps

	Case # 2024-09-06
	Case # 2024-09-06 Notification Area

Land Use Type

	Suburban Residential
	General Commercial
	Heavy Industrial
	Manufactured Home Community
	Agricultural and Open Space
	Suburban Residential
	Manufactured Home Community
	General Commercial
	Light Industrial

Exhibit 4 – Site Photos



Facing Southeast



Facing Northwest



Facing Southwest



Facing Proposed Drainage Area

December 30, 2024

Sent via email only to:

City of Minot
Planning Department
1025 31st St. SE
PO Box 5006
Minot, ND 58702
planner@minotnd.gov



**Re: Ehr Hills Addition
Zoning Amendment / Interim Use Permit / Future Land Use Amendment
Letter of Intent**

Dear Planning Commission,

Please consider this a Letter of Intent for the Ehr Hills Addition zoning amendment, interim use permit, and future land use amendment. The owners are Margo Ehr, James Ehr, Heidi Ehr, Darlene Melius, Darla Erickson, Lynda Langseth, Michael Melius, and Amy Bergan.

Applicants are seeking to preserve the current use of their property, which has an active aggregate mining site and paintball range. The property is currently under an R1 Single Family Residential District. The property was grandfathered in for these uses because the uses existed before the property was rezoned.

The legal description is:

Lot 2 of Outlot 34 lying in the NE1/4 and the SE1/4 less Sublot A, HWY right-of-way and portions of Outlot 44 & 45, Section 30, Township 155 North, Range 82 West, Ward County, North Dakota.

The property address is:

2100 Valley St., Minot, ND 58701

Currently the property is experiencing significant erosion from stormwater and sheetwater runoff during high water events like spring melt and heavy thunderstorms. The Ward County Water Resource District has agreed to purchase a portion of the property to mitigate erosion effects and control drainage. The property will be subdivided into two lots. The Water Resource District will own Lot 1 and the Applicants will own Lot 2 of the proposed lot subdivision. Lot 1 will be approximately 4.59 acres; Lot 2 will be approximately 72.73 acres.

Wold Engineering has completed a preliminary plat of the proposed subdivision, which is on file with the Planning Department.

The property is currently zoned R1. Applicants seek a zoning map amendment for Lot 2 to M1 Light Industrial. Applicants seek an interim use permit for Lot 2 to continue operating the aggregate mining site and paintball range. Applicants seek a future land use map amendment for Lot 2. Applicants understand City Staff will complete the future land use map amendment.

The property is located in an area that is not suitable for future residential development. It is on the northeast side of a significant hillside. It is southwest of the CHS elevator and Dakota Agronomy elevator along Valley Street. The current use of an aggregate mining site and paintball range on Lot 2 is likely the highest and best use of the property, considering Lot 1 has experienced significant erosion and needs future earthwork construction to mitigate the erosion.

Applicants seek an interim use permit until the aggregate mining site is no longer active or operational. This will likely occur when Minot has completed its flood protection infrastructure improvement program. The interim use will not impose additional costs to the public because Applicants are simply seeking to continue the current use allowed if the property was not being subdivided.

The Planning Commission Staff has already reviewed a similar application made September 23, 2024. That application was withdrawn because Applicants were made aware of the zoning restrictions against the aggregate mining site that would have been imposed without a zoning amendment, interim use permit, and future land use amendment. Applicants ask the Planning Commission to consider the information previously provided, including an aerial photo of the property, a preliminary plat, a zoning and future land use map designation, and site photos.

Sincerely,

/s/ Lee M. Grossman

Lee M. Grossman
Attorney (ND 06117; MN 0398151)
SW&L Attorneys
4627 44th Ave. S, Ste. 108
Fargo, ND 58104
www.swlattorneys.com
lee.grossman@swlattorneys.com
Direct: (701) 864-3158

Ehr Hills Addition
Planning Commission Application

Owners:

Margo Ehr, James Ehr, Heidi Ehr, Darlene Melius, Darla Erickson, Lynda Langseth,
Michael Melius, Amy Bergan

Legal Description:

Lot 2 of Outlot 34 lying in the NE1/4 and the SE1/4 less Sublot A, HWY right-of-way and
portions of Outlot 44 & 45, Section 30, Township 155 North, Range 82 West, Ward
County, North Dakota.

Property Address:

2100 Valley St., Minot, ND 58701

ORDINANCE NO. XXXX

**AN ORDINANCE REZONING LOTS 1 AND 2, HER HILLS ADDITION FROM “R1”
SINGLE FAMILY RESIDENTIAL 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**:

LOTS 1 and 2, Ehr Hills Addition

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:

PASSED SECOND READING:

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: February 18, 2025

SUBJECT: PUBLIC HEARING: CASE #2025-02 - LDO TEXT AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the text amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A.

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

Public hearing request by Brian Billingsley, Community and Economic Development Director, representing the City of Minot, for a request of a Land Development Ordinance text amendment to add Section 2.26. 1-4 "GC Overlay" Gateway Corridor Overlay District in order to establish this new overlay district to assist the City in corridor beautification goals, and amendments to Section 4.1-7 Industrial Uses focusing on relaxing setback regulations for certain industrial uses, Section 3.1-10 Outdoor Lighting to amend language in the Land Development Ordinance to refer to municipal codes, Section 4.1-3 Rural and Agricultural Uses regarding agricultural uses on residential lots outside of city limits, Section 3.1-9 Commercial and Industrial District Fencing Standards, Section 7.1-4 Screening Requirements to relax requirements of fencing standards on commercial lots, Section 7.1-1 Required landscaping, Section 7.1-2 General Requirements and Section 7.1-3 Minimum Landscaping Requirements to amend allowed landscaping within the city right of way.

B. Proposed Project

N/A

C. Recommendation Detail

It is recommended that City Council approve the text amendment in alignment

with the recommendations of the Planning Commission as shown in Attachment A. The text amendment ordinance is shown in Attachment B.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

These periodic text amendments help align our LDO with community needs.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with or with conditions or deny the request.



**Planning Commission
Staff Report**

Application Date: 12/30/2024
Date of Staff Report: 01/17/2025
Planning Commission Meeting: 02/04/2025

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

Case Number: 2025-02

Project Name: Text Amendment – Winter 2025

Current Legal Description: N/a

Proposed Legal Description: N/a

Present Address: N/a

Entitlements Requested: Amendment to the
Land Development Ordinance of the City of
Minot

Owners: N/a

Representative: Brian Billingsley,
Community and Economic
Development Director, City of Minot

Present Zone(s): N/a

Present Use(s): N/a

Uses Allowed in Present Zone(s): N/a

Present Future Land Use Map Designation: N/a

Proposed Zone(s): N/a

Proposed Use(s): N/a

Uses Allowed in Proposed Zone(s): N/a

Proposed Future Land Use Map Designation: N/a

PROJECT DESCRIPTION:

Public hearing request by Brian Billingsley, Community and Economic Development Director, representing the City of Minot, for a request of a Land Development Ordinance text amendment to add Section 2.26. 1-4 “GC Overlay” Gateway Corridor Overlay District in order to establish this new overlay district to assist the City in corridor beautification goals, and amendments to Section 4.1-7 Industrial Uses focusing on relaxing setback

regulations for certain industrial uses, Section 3.1-10 Outdoor Lighting to amend language in the Land Development Ordinance to refer to municipal codes, Section 4.1-3 Rural and Agricultural Uses regarding agricultural uses on residential lots outside of city limits, Section 3.1-9 Commercial and Industrial District Fencing Standards, Section 7.1-4 Screening Requirements to relax requirements of fencing standards on commercial lots, Section 7.1-1 Required landscaping, Section 7.1-2 General Requirements and Section 7.1-3 Minimum Landscaping Requirements to amend allowed landscaping within the city right of way.

Note: The decision was made to move Outdoor Lighting enforcement out of the purview of the Community Development Department and the LDO and place it under the purview of the City's Legal Department and municipal code. Second reading of this section will be held to coincide with the second reading of the new municipal code amendment.

BACKGROUND INFORMATION:

The proposed text amendments are part of a "clean-up" ordinance that is performed, at a minimum, twice annually.

The text amendments, including a brief explanation for each of the respective six (6) changes, may be found in **Exhibit 1**.

STAFF ANALYSIS:

Amendment to the Land Development Ordinance of the City of Minot Analysis:

Section 9.1-8 of the Land Development Ordinance of the City of Minot (LDO) provides the procedures for amending the LDO. Section 9.2 provides the noticing requirements for public hearings held by the Planning Commission. The applicant has submitted the necessary application documents required per Section 9.1-7 C. and noticing has been conducted as required per Section 9.2.

Section 9.1-8 I. requires the Planning Commission and City Council to find the following, as applicable:

1. The amendment must not adversely affect the public health, safety, or welfare.
2. The amendment is supported by a strategy, recommendation, or other concepts from the Comprehensive Plan.
3. The amendment is necessary because of changed social or economic conditions in the areas affected.
4. The amendment is necessary to improve the ordinance by introducing best practices or makes the ordinance easier to understand and use by the public.

Staff provides the following guidance:

Staff finds Section 9.1-8 I. 1. is applicable and satisfied, as the proposed changes aim to address concerns that have been brought to the attention of staff over time, providing paths forward for new uses and/or reducing

requirements for redevelopment when certain site characteristics exist. The changes will not adversely affect the public health, safety, and/or welfare in each instance.

Section 9.1-8. I. 2. is not applicable. While the Comprehensive Plan generally speaks to zoning, the proposed changes do not specifically fulfill any of the objectives and simultaneously are not deterred by, or interfere with, the fulfillment of the Comprehensive Plan.

Section 9.1-8. I. 3. is applicable, and satisfied. Proposed changes ensure a development environment that allows for ease of development within the city.

Section 9.1-8. I. 4. is applicable and satisfied, as the proposed changes are an effort to ensure that known potential inhibitors to development are not replicated the subsequent building season. The proposed changes will make the code easier to understand and use by staff and the general public.

Comments:

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

FINDINGS OF FACT:

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

- 1) The applicant has submitted a complete application.
- 2) Section 9.1-8 I. 1., 3., and 4. are applicable and satisfied as noted in the Staff Analysis section of staff's written report.
- 3) Section 9.1-8 I. 2. is not applicable.
- 4) The Minot Planning Commission has the authority to hear this case and recommend that it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

RECOMMENDATION:

Staff recommends the Planning Commission adopt staff findings of fact and recommend approval to City Council of the zoning text amendment as provided in Exhibit 1.

Chapter 2.26. – “GC Overlay” Gateway Corridor Overlay District

SECTION 2.26-1. GENERAL DESCRIPTION

The Gateway Corridor Overlay District is intended to provide a high level of design and landscaping requirements on properties adjacent to the principal arterials that comprise the entrance corridors of Minot. The purpose of this district is to create attractive entrance corridors using high design standards that are still compatible with responsible commercial and industrial development.

SECTION 2.26-2. USES

As allowed in the base zoning districts.

SECTION 2.26-3. LOT, HEIGHT, AREA, AND YARD SETBACK REQUIREMENTS

As specified in the base zoning districts.

SECTION 2.26-4. OVERLAY RESTRICTIONS

As with other land development projects, any building constructed or remodeled in the Gateway Corridor Overlay District shall meet specified development requirements. Projects in the “GC Overlay” districts shall meet the building construction materials and design standards set forth in the C2 zoning district as required in Section 4.2-6 of this ordinance and the C2 landscaping requirements as required in Article 7. Compliance with these requirements will be reviewed at the time of site plan review and building permit application.

SECTION 4.1-7. INDUSTRIAL USES

G. Manufacture or Storage of Fertilizer, Petroleum, and Similar Hazardous Materials and Compounds

1. C2, M1 & M2 District:

a. Storage or handling of hazardous materials, hazardous substances, or hazardous waste as these terms are defined by the Code of Federal Regulations (list and definitions of hazardous materials), if the amount of hazardous materials, hazardous substance, or hazardous waste on a particular premise at any one time exceeds the “reportable quantity.” The reportable quantity shall be as specified in Title 49 of the Code of Federal Regulations at Section 172.101.

b. Refer to buffer yard requirements within Article 7 when abutting a less intensive zoning district.

~~c. Any new use shall be located a minimum distance of one thousand (1,000) feet from a classified street.~~

c. Any new use shall be evaluated on a case-by-case basis for any distance requirements from classified roads and existing adjacent uses.

d. Hazardous materials are limited to those reviewed and approved by the Fire Chief or their designee and must be included as a condition on the conditional use permit, if one is necessary.

2. I2 District:

Facilities located within an industrial park shall be exempt from fencing and screening requirements, provided the perimeter of the industrial park is fully screened from adjacent streets and properties as set forth in Article 7.

SECTION 3.1-10. OUTDOOR LIGHTING

D. Exemptions and Prohibited Lighting

~~The following installations are exempt from the provisions of this section.~~

~~1. Nonconforming fixtures, provided that any change in use, replacement, structural alteration, or restoration shall be made in conformance to this section.~~

~~2. Fossil fuel lighting, such as fixtures using natural gas combustion as a light source.~~

~~3. Ornamental or thematic lighting in the Minot downtown area, planned unit developments, partnering project as with Minot Park District, and other special projects, provided that such lights do not exceed sixteen feet (16') in height. Ornamental lights in excess of sixteen feet (16') high may be approved for specific design purposes by the Community Development Director.~~

~~4. Construction or emergency lighting, provided that such lighting is removed on completion of the construction project or emergency.~~

~~5. Temporary event lighting such as searchlights, subject to issuance of a temporary use permit or interim use permit by the Building Official for a specific duration of time.~~

~~6. Exemptions granted by the Director of Public Works for special conditions, upon issuing a written finding that conditions exist that make conforming fixtures inadequate to the specific task.~~

Refer to Section 23-113 of the Minot Code of Ordinances for exemptions and prohibited lighting standards.

Chapter 4.1. – Use and District Standards

Section 4.1-1. Purpose

In order to mitigate the potential adverse impacts of certain uses, supplemental use regulations are provided in addition to the regulations set forth in each zoning district chapter and Article 3, Standards General to All Development. These regulations can apply to permitted uses, conditional uses, and interim uses.

Section 4.1-2. Using this Chapter

The Zoning and Land Use Table indicates which land uses are subject to supplemental regulations and provides references to applicable sections of the Ordinance.

Section 4.1-3 through Section 4.1-8 codify the supplemental regulations. For some land uses, the nature and extent of supplemental regulations varies by zoning district. Reference the appropriate zoning district(s) as needed.

Section 4.1-3. Rural and Agricultural Uses

A. *Animal Production and Livestock Sales*

1. All Districts Where Permitted:

- a. Animal feeding operations (AFOs) are prohibited within the City and its extraterritorial area.
- b. Ranching activities, excluding AFOs, are permitted in the extraterritorial area only.
- c. No disposal of garbage, rubbish, or other animal waste associated with animal production shall occur within five hundred (500) feet of any pre-existing residential districts, including all residential districts and shall only be conducted on premises outside the Corporate Limits of the City.

2. ~~RR District~~ Any Residential District in the Extraterritorial Zoning Jurisdiction:

- a. Lots containing one (1) acre or more may maintain two (2) horses, llamas, or other equine and/or hooved animals and their immature offspring. Such site may have up to one (1) additional animal for each additional acre of dedicated site area, up to a maximum total of twenty (20) animals. Numbers of turkeys, guineas, peacocks; chickens, ducks, game hens, pheasants and similar birds shall not exceed six (6) per acre with a maximum of twenty (20). The number of rabbits shall not exceed twenty (20) animals. Quantities for other species will be determined on a case-by-case basis by the Planning Division.

C. Commercial and Industrial District Fencing Standards

1. Fences in commercial and industrial districts shall not exceed eight feet (8') in height unless an exception is granted in writing by the Planning Division.

- ~~2. Fence materials allowed in commercial districts shall include maintenance free, wood, PVC vinyl, stone, masonry, black powder coated chain link, or related materials. Traditional chain link (non black powder coated) may be erected in limited circumstances including schools, parks, or other public or semi-public facilities zoned "P" Public District following commercial standards or as noted as a condition of approval for conditionally permitted uses within commercial districts (e.g. Commercial Self Storage).~~
- ~~3. Privacy slats are not allowed in commercial zones except as permitted for trash and/or recycling enclosure gates per Article 7: Landscaping.~~
2. Fence materials allowed in commercial and industrial districts shall include maintenance free, wood, PVC vinyl, stone, masonry, ~~black powder coated~~ chain link, or related materials, ~~including traditional chain link fencing with or without privacy slats.~~ There are special situations where chain link with or without privacy slats is not allowed such as Section 4.2-3, Section 7.1-3 B. 2. C, and Section 7.1-4 B & D.
3. The determination of what constitutes "related materials" shall be made by the Planning Division. Any appeal to a determination by the Planning Division shall follow the appeals processes as provided in Section 9.1-9. Appeal of Administrative Decisions or related procedure available at the time of the appeal should the Land Development Ordinance of the City of Minot be changed in the future.
4. Sheet metal shall not be an approved fencing material in any zoning district.
5. No business sign or logo advertising the location in which the fence is located shall be attached to or painted on the fence.
6. Barbed wire, concertina wire, or electrified fencing is allowed when installed with a minimum clearance of six feet (6') in height. Such fencing is not allowed in the "CBD" Central Business District. This standard is further subject to limitations for barbed wire or electric fences within City limits as provided by Section 22-1 of the Municipal Code of Ordinances.

SECTION 7.1-4. SCREENING REQUIREMENTS

A. Loading and Service Areas

1. Except at access points, one hundred percent (100%) screening of service areas typically found at the rear or on the side of commercial and industrial use areas is required when visible from a public or private street and/or from adjacent residential properties.

2. In commercial and industrial zones outdoor storage of inventory, loading docks, cargo containers, trailers, storage tanks, cardboard bailers, stockpiles of cardboard, wooden pallets or other shipping and packing materials, and similar service and storage areas shall be screened from view with an opaque barrier not less than six feet (6') in height. Said screening must consist of one or more of the following alternatives:

- a. A solid wood, PVC, chain link with slats or masonry fence that complements the colors of the primary building
- b. A landscape screen consisting of a hedge or evergreen shrubs that will reach a height at maturity of at least six feet (6'), or evergreen conifer trees for taller screening, when appropriate.,
- c. An earthen berm planted to turf grass with side slopes no steeper than one foot of fall to four feet of run (25% grade) to be mowable, or if steeper, a planting plan using groundcover plants other than turf grass shall be approved by the Planning Division.
- d. A combination of these elements.
- e. Screening may be interrupted to provide access drives to service areas or for loading purposes, however, such interruptions shall not exceed twenty percent (20%) of the length of the required screened area.

~~f. Chain link fencing and chain link fencing with privacy slats is not allowable in commercial zoning districts (See Diagram 7.1-4(a)).~~

~~3. In industrial zones M1 and M2 chain link fencing and chain link fencing with privacy slats is allowable.~~

SECTION 7.1-1. REQUIRED LANDSCAPING

F. Single Family and Two-Family Lots

- 1. Single-family and two-family lots shall have primarily turf (seeding, sod), or alternative plant or other landscaping material approved by the Planning Division, established within the front yard within 120 days of the City issuing a Certificate of Occupancy (excluding time between October 1st and May 1st in which the turf shall be established within the next growing season).
- 2. All silt fence or erosion controls required by NPDES must be maintained until turf is established.
- 3. Any required sidewalk installation must be established for all portions of a yard within one (1) year of the issuance of a Certificate of Occupancy.

4. The public right-of-way from the curb to the property line is required to be ~~seeded or sodded or planted to an approved alternative plant material landscaped~~ and maintained by the property owner.

5. To ensure continuity in streetscape design and to reduce costs associated with transportation projects, ~~no landscape rock shall be allowed between the public sidewalk and the street curb (street right-of-way) and~~ this area shall not be paved with concrete or asphalt, other than a driveway apron as permitted per Section 6.1-5 C. Conventional Paving. Exceptions to this requirement may be granted in-writing by the City Engineer or their designee. Verbal authorization shall not constitute an exception to this requirement. Stamped concrete may only be installed between the public sidewalk and the street curb by the City, who will then maintain the stamped concrete.

I. Landscaping Within Boulevard or Right-of-Way Limited

To ensure continuity in streetscape design and to reduce costs associated with transportation projects, ~~no landscape rock shall be allowed between the public sidewalk and the street curb (street right-of-way) and~~ this area shall not be paved with concrete or asphalt. Exceptions to this requirement may be granted in-writing by the City Engineer or their designee. Verbal authorization shall not constitute an exception to this requirement. Stamped concrete may only be installed between the public sidewalk and the street curb by the City, who will then maintain the stamped concrete.

SECTION 7.1-2. GENERAL REQUIREMENTS

Inorganic Landscaping Materials

1. No artificial trees, shrubs, plants, or turf shall be used to fulfill the minimum requirements for landscaping.
2. Inorganic materials, such as stone, boulders, loose rock, and decorative pavers, may be used as follows:
 - a. Loose landscape rock with supplemental landscaping is allowed in the ten foot (10') wide landscape strip reserved for street trees, ~~however, loose rock is not allowed in the public right-of-way between the sidewalk and the street curb~~. Decorative pavers may be installed between the sidewalk and street curb if approved by the Engineering Department, however, this area shall not be paved with concrete or asphalt.

SECTION 7.1-3. MINIMUM LANDSCAPING REQUIRED

~~3. Limitations to Landscape Rock. No landscape rock shall be allowed between the public sidewalk and the street curb (street right-of-way) and this area shall not be paved with concrete or asphalt. Decorative pavers of a complimentary color may be installed between the public~~

~~sidewalk and the street curb in lieu of grass if approved by the Engineering Department. Stamped concrete may only be installed between the public sidewalk and the street curb by the City, who will then maintain the stamped concrete.~~

ORDINANCE NO: XXXX

AN ORDINANCE AMENDING THE LAND DEVELOPMENT ORDINANCE OF THE CITY OF MINOT.

WHEREAS, the City Council has the authority to adopt zoning ordinances under the general powers of municipalities under its home rule charter powers;

WHEREAS, the City Council recognizes the Land Development Ordinance of the City of Minot (LDO) is a living document and it is necessary to make amendments periodically to improve clarity, increase simplicity, and ensure the document reflects best practice and the needs of the community; and

WHEREAS, the LDO will be updated on an annual basis at a minimum to reflect necessary changes for the purposes described immediately above; and

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

§ 1 That Chapter 2.26. “GC Overlay” Gateway Corridor Overlay District be added as follows:
Chapter 2.26. – “GC Overlay” Gateway Corridor Overlay District

SECTION 2.26-1. GENERAL DESCRIPTION

The Gateway Corridor Overlay District is intended to provide a high level of design and landscaping requirements on properties adjacent to the principal arterials that comprise the entrance corridors of Minot. The purpose of this district is to create attractive entrance corridors using high design standards that are still compatible with responsible commercial and industrial development.

SECTION 2.26-2. USES

As allowed in the base zoning districts.

SECTION 2.26-3. LOT, HEIGHT, AREA, AND YARD SETBACK REQUIREMENTS

As specified in the base zoning districts.

SECTION 2.26-4. OVERLAY RESTRICTIONS

As with other land development projects, any building constructed or remodeled in the Gateway Corridor Overlay District shall meet specified development requirements. Projects in the “GC Overlay” districts shall meet the building construction materials and design standards set forth in the C2 zoning district as required in Section 4.2-6 of this ordinance and the C2 landscaping requirements as required in Article 7. Compliance with

these requirements will be reviewed at the time of site plan review and building permit application.

- § 2 That Section 4.1-7 relating to Manufacture or Storage of Fertilizer, Petroleum, and Similar Hazardous Materials and Compounds regarding required setbacks is **AMENDED** as follows:

SECTION 4.1-7. INDUSTRIAL USES

G. Manufacture or Storage of Fertilizer, Petroleum, and Similar Hazardous Materials and Compounds

1. C2, M1 & M2 District:

a. Storage or handling of hazardous materials, hazardous substances, or hazardous waste as these terms are defined by the Code of Federal Regulations (list and definitions of hazardous materials), if the amount of hazardous materials, hazardous substance, or hazardous waste on a particular premise at any one time exceeds the “reportable quantity.” The reportable quantity shall be as specified in Title 49 of the Code of Federal Regulations at Section 172.101.

b. Refer to buffer yard requirements within Article 7 when abutting a less intensive zoning district.

~~c. Any new use shall be located a minimum distance of one thousand (1,000) feet from a classified street.~~

c. Any new use shall be evaluated on a case-by-case basis for any distance requirements from classified roads and existing adjacent uses.

d. Hazardous materials are limited to those reviewed and approved by the Fire Chief or their designee and must be included as a condition on the conditional use permit, if one is necessary.

2. I2 District:

Facilities located within an industrial park shall be exempt from fencing and screening requirements, provided the perimeter of the industrial park is fully screened from adjacent streets and properties as set forth in Article 7.

§ 3 That Chapter Section 3.1-10 relating Outdoor Lighting is **AMENDED** as follows:

SECTION 3.1-10. OUTDOOR LIGHTING

D. Exemptions and Prohibited Lighting

~~The following installations are exempt from the provisions of this section.~~

~~1. Nonconforming fixtures, provided that any change in use, replacement, structural alteration, or restoration shall be made in conformance to this section.~~

~~2. Fossil fuel lighting, such as fixtures using natural gas combustion as a light source.~~

~~3. Ornamental or thematic lighting in the Minot downtown area, planned unit developments, partnering project as with Minot Park District, and other special projects, provided that such lights do not exceed sixteen feet (16') in height. Ornamental lights in excess of sixteen feet (16') high may be approved for specific design purposes by the Community Development Director.~~

~~4. Construction or emergency lighting, provided that such lighting is removed on completion of the construction project or emergency.~~

~~5. Temporary event lighting such as searchlights, subject to issuance of a temporary use permit or interim use permit by the Building Official for a specific duration of time.~~

~~6. Exemptions granted by the Director of Public Works for special conditions, upon issuing a written finding that conditions exist that make conforming fixtures inadequate to the specific task.~~

Refer to Section 23-113 of the Minot Code of Ordinances for exemptions and prohibited lighting standards.

§ 4 That Chapter 4.1 relating rural and agricultural uses is **AMENDED** as follows:

Chapter 4.1. – Use and District Standards

Section 4.1-1. Purpose

In order to mitigate the potential adverse impacts of certain uses, supplemental use regulations are provided in addition to the regulations set forth in each zoning district chapter and Article 3, Standards General to All Development. These regulations can apply to permitted uses, conditional uses, and interim uses.

Section 4.1-2. Using this Chapter

The Zoning and Land Use Table indicates which land uses are subject to supplemental regulations and provides references to applicable sections of the Ordinance.

Section 4.1-3 through Section 4.1-8 codify the supplemental regulations. For some land uses, the nature and extent of supplemental regulations varies by zoning district. Reference the appropriate zoning district(s) as needed.

Section 4.1-3. Rural and Agricultural Uses

A. *Animal Production and Livestock Sales*

1. All Districts Where Permitted:

- a. Animal feeding operations (AFOs) are prohibited within the City and its extraterritorial area.
- b. Ranching activities, excluding AFOs, are permitted in the extraterritorial area only.
- c. No disposal of garbage, rubbish, or other animal waste associated with animal production shall occur within five hundred (500) feet of any pre-existing residential districts, including all residential districts and shall only be conducted on premises outside the Corporate Limits of the City.

2. ~~RR-District~~ Any Residential District in the Extraterritorial Zoning Jurisdiction:

- a. Lots containing one (1) acre or more may maintain two (2) horses, llamas, or other equine and/or hoofed animals and their immature offspring. Such site may have up to one (1) additional animal for each additional acre of dedicated site area, up to a maximum total of twenty (20) animals. Numbers of turkeys, guineas, peacocks; chickens, ducks, game hens, pheasants and similar birds shall not exceed six (6) per acre with a maximum of twenty (20). The number of rabbits shall not exceed twenty (20) animals. Quantities for other species will be determined on a case-by-case basis by the Planning Division.

§ 5 That Section 3.1-9. C. related to fencing standards in commercial and industrial zones is **AMENDED** as follows:

C. Commercial and Industrial District Fencing Standards

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

2. Fence materials allowed in commercial and industrial districts shall include maintenance free, wood, PVC vinyl, stone, masonry, ~~black powder-coated chain link, or related materials, including traditional chain link fencing with or without privacy slats.~~ There are special situations where chain link with or without privacy slats is not allowed such as Section 4.2-3, Section 7.1-3 B. 2. C, and Section 7.1-4 B & D.
3. The determination of what constitutes “related materials” shall be made by the Planning Division. Any appeal to a determination by the Planning Division shall follow the appeals processes as provided in Section 9.1-9. Appeal of Administrative Decisions or related procedure available at the time of the appeal should the Land Development Ordinance of the City of Minot be changed in the future.
4. Sheet metal shall not be an approved fencing material in any zoning district.
5. No business sign or logo advertising the location in which the fence is located shall be attached to or painted on the fence.
6. Barbed wire, concertina wire, or electrified fencing is allowed when installed with a minimum clearance of six feet (6’) in height. Such fencing is not allowed in the “CBD” Central Business District. This standard is further subject to limitations for barbed wire or electric fences within City limits as provided by Section 22-1 of the Municipal Code of Ordinances.

§ 6 That Section 7.1-4. related to screening standards in commercial and industrial zones is **AMENDED** as follows:

SECTION 7.1-4. SCREENING REQUIREMENTS

A. Loading and Service Areas

1. Except at access points, one hundred percent (100%) screening of service areas typically found at the rear or on the side of commercial and industrial use areas is required when visible from a public or private street and/or from adjacent residential properties.
2. In commercial and industrial zones outdoor storage of inventory, loading docks, cargo containers, trailers, storage tanks, cardboard bailers, stockpiles of cardboard, wooden pallets or other shipping and packing materials, and similar service and storage areas shall be screened from view with an opaque barrier not less than six feet (6’) in height. Said screening must consist of one or more of the following alternatives:
 - a. A solid wood, PVC, chain link with slats or masonry fence that complements the

colors of the primary building

- b. A landscape screen consisting of a hedge or evergreen shrubs that will reach a height at maturity of at least six feet (6'), or evergreen conifer trees for taller screening, when appropriate.,
- c. An earthen berm planted to turf grass with side slopes no steeper than one foot of fall to four feet of run (25% grade) to be mowable, or if steeper, a planting plan using groundcover plants other than turf grass shall be approved by the Planning Division.
- d. A combination of these elements.
- e. Screening may be interrupted to provide access drives to service areas or for loading purposes, however, such interruptions shall not exceed twenty percent (20%) of the length of the required screened area.

~~f. Chain link fencing and chain link fencing with privacy slats is not allowable in commercial zoning districts (See Diagram 7.1-4(a)).~~

~~3. In industrial zones M1 and M2 chain link fencing and chain link fencing with privacy slats is allowable.~~

§ 7 That Section 7.1-1. related to required landscaping is **AMENDED** as follows:
SECTION 7.1-1. REQUIRED LANDSCAPING

F. Single Family and Two-Family Lots

- 1. Single-family and two-family lots shall have primarily turf (seeding, sod), or alternative plant or other landscaping material approved by the Planning Division, established within the front yard within 120 days of the City issuing a Certificate of Occupancy (excluding time between October 1st and May 1st in which the turf shall be established within the next growing season).
- 2. All silt fence or erosion controls required by NPDES must be maintained until turf is established.
- 3. Any required sidewalk installation must be established for all portions of a yard within one (1) year of the issuance of a Certificate of Occupancy.
- 4. The public right-of-way from the curb to the property line is required to be ~~seeded or sodded or planted to an approved alternative plant material~~ landscaped and maintained by the property owner.
- 5. To ensure continuity in streetscape design and to reduce costs associated with transportation projects, ~~no landscape rock shall be allowed between the public sidewalk and the street curb (street right-of-way) and~~ this area shall not be paved with concrete or

asphalt, other than a driveway apron as permitted per Section 6.1-5 C. Conventional Paving. Exceptions to this requirement may be granted in-writing by the City Engineer or their designee. Verbal authorization shall not constitute an exception to this requirement. Stamped concrete may only be installed between the public sidewalk and the street curb by the City, who will then maintain the stamped concrete.

I. Landscaping Within Boulevard or Right-of-Way Limited

To ensure continuity in streetscape design and to reduce costs associated with transportation projects, ~~no landscape rock shall be allowed between the public sidewalk and the street curb (street right-of-way) and~~ this area shall not be paved with concrete or asphalt. Exceptions to this requirement may be granted in-writing by the City Engineer or their designee. Verbal authorization shall not constitute an exception to this requirement. Stamped concrete may only be installed between the public sidewalk and the street curb by the City, who will then maintain the stamped concrete.

§ 8 That Section 7.1-2. related to required landscaping is **AMENDED** as follows: SECTION 7.1-2. GENERAL REQUIREMENTS

Inorganic Landscaping Materials

1. No artificial trees, shrubs, plants, or turf shall be used to fulfill the minimum requirements for landscaping.
2. Inorganic materials, such as stone, boulders, loose rock, and decorative pavers, may be used as follows:
 - a. Loose landscape rock with supplemental landscaping is allowed in the ten foot (10') wide landscape strip reserved for street trees, ~~however, loose rock is not allowed in the public right-of-way between the sidewalk and the street curb.~~ Decorative pavers may be installed between the sidewalk and street curb if approved by the Engineering Department, however, this area shall not be paved with concrete or asphalt.

SECTION 7.1-3. MINIMUM LANDSCAPING REQUIRED

~~3. Limitations to Landscape Rock. No landscape rock shall be allowed between the public sidewalk and the street curb (street right-of-way) and this area shall not be paved with concrete or asphalt. Decorative pavers of a complimentary color may be installed between the public sidewalk and the street curb in lieu of grass if approved by the Engineering Department. Stamped concrete may only be installed between the public sidewalk and the street curb by the City, who will then maintain the stamped concrete.~~

§ 9 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: Doug Diedrichsen, Principal Planner

DATE: February 18, 2025

SUBJECT: LDO TEXT AMENDMENT: DAYCARE CLEAN UP

I. RECOMMENDED ACTION

It is recommended City Council approve the text amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A.

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

Previously approved amendment to the LDO that was missed in an update.

B. Proposed Project

N/A

C. Recommendation Detail

It is recommended that City Council approve the text amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

These periodic text amendments help align our LDO with community needs.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with or with conditions or deny the request.

ORDINANCE NO: XXXX

AN ORDINANCE AMENDING THE LAND DEVELOPMENT ORDINANCE OF THE CITY OF MINOT.

WHEREAS, the City Council has the authority to adopt zoning ordinances under the general powers of municipalities under its home rule charter powers;

WHEREAS, the City Council recognizes the Land Development Ordinance of the City of Minot (LDO) is a living document and it is necessary to make amendments periodically to improve clarity, increase simplicity, and ensure the document reflects best practice and the needs of the community; and

WHEREAS, the LDO will be updated on an annual basis at a minimum to reflect necessary changes for the purposes described immediately above; and

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

§ 1 That Chapter 2.3. related to use table definitions be amended as follows:
Chapter 2.3

Day Care Center (Use Table Definition): A business licensed with the State of North Dakota located ~~within a at a fixed non-residential building location~~ dedicated to the care, protection, and supervision of children or adults on a regular basis away from their primary residence for less than 24 hours per day. ~~Location includes a public or private building, but not a residence. Per State of North Dakota rules, more than 19 children can be permitted in a facility. More than 9 adults can be permitted in a facility.~~

Day Care ~~Center~~, Home-based (Use Table Definition) A business licensed with the State of North Dakota ~~and~~ located ~~within at~~ a residence dedicated to the care, protection, and supervision of children or adults on a regular basis away from their primary residence for less than 24 hours per day. ~~Per State of North Dakota rules, allows up to 18 children in a home. Up to 9 adults are allowed in a home.~~

§ 2 That Table 2.2 Table of Uses related to allowing Day Care Centers as a “P” Permitted use in the “CBD” Central Business District and “M1” Light Industrial District be **AMENDED** as follows:

Use Category	Example Use Types	AG	RR	R1	R1S	R2	RM	R3C	RH	MH	C1	C2	CBD	M1	M2	OP	I1	I2	P	GMU	Standards Specific to Uses and Districts
Specialty Businesses	Funeral Homes	C									C	C	C	P						C	
	Crematories	C									C	C		P	P		C	P			
	Day Care Centers		C	C	C	C	C	C	C		P	P	P	CP							4.1-6(J)

§ 3 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

On February 3, 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

Mayor Ross attended a Task Force 21 meeting, a workforce meeting at Job Services, a couple legislative forums, a legislative planning meeting, a State of the City planning meeting, a NAWA Authority meeting, the PD Swearing-In Ceremony, Lt. Matt McLeod's funeral services, and the funeral for former City Manager Bob Schempp.

PROCLAMATION

Mayor Ross proclaimed February 13, 2025, as Giving Hearts Day.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

CONSENT ITEMS

The motion to approve consent items 5.1 through 5.19 with staff recommended action 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.

CITY COUNCIL MINUTES - Approve the minutes of the January 21, 2025, Regular City Council meeting.

ORDINANCES – Approve the following ordinance on second reading:

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

ORDINANCE - Approve the following ordinance on second reading:

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

ORDINANCE – Approve the following ordinance on second reading:

1. Ordinance No 6046 - Annexation - Gerle First Addition

ORDINANCE – Approve the following ordinance on second reading:

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

ORDINANCE – Approve the following ordinance on second reading:

1. Ordinance No 6048 - Midco Franchise Agreement Ordinance

ADMINISTRATIVE APPROVALS – 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).

BILLS, TRANSFERS, & PAYROLL - 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.

XCEL	\$114,536.97	100006462	ENERBASE	\$53,640.03	303683
AFLAC	\$15,554.72	100006463	ETSYSTEMS	\$367.00	303684
PROVIDENT LIFE & ACC INS CO	\$363.08	100006464	FACTORY MOTOR PARTS	\$775.82	303685
WEX HEALTH, INC	\$405.96	100006485	FEDERAL EXPRESS	\$48.67	303687
ACKERMAN ESTVOLD	\$34,062.50	303554	FIRESIDE OFFICE SOLUTIONS	\$963.82	303688
ALL SEASON ARENA	\$13,517.91	303555	FIRST DISTRICT HEALTH UNIT	\$26,500.00	303689
AMERICAN WELDING & GAS, INC.	\$12,298.36	303556	FIRST INTERNATIONAL BANK & TRUST	\$748.00	303690
APCO INTERNATIONAL	\$391.00	303557	FLASHPARKING, INC	\$4,850.33	303691
APH/AUTO VALUE	\$166.66	303558	FORCE AMERICA	\$2,070.90	303692
BALCO UNIFORM COMPANY, INC.	\$43.20	303559	G & P COMMERCIAL SALES	\$1,282.54	303693
CDM SMITH	\$110,600.25	303560	GEFROH ELECTRIC	\$135.00	303694
CITY OF MINOT	\$50.00	303598	2D Ink	\$24.00	303695
CLARK HILL PLC	\$24,079.89	303561	Amanda Andrews	\$10.00	303696
CPS, LTD	\$5,226.16	303562	Casey Skedsvold	\$50.00	303697
CURALINC, LLC	\$2,236.02	303563	City of Minot Treasurer's Office	\$75.00	303698
DAVIDSON CONSTRUCTION	\$17,400.00	303564	Fargo Public Library	\$29.95	303699
EIDE FORD LINCOLN	\$31,200.00	303565	Italo Brandon Camacho	\$25.00	303700
ELECTRIC PUMP	\$24,041.00	303566	Jacob Schwan	\$130.00	303701
Brittany Shefstad	\$70.00	303567	Jameson P Lesmann	\$30.00	303702
Krystle Foster	\$51.59	303568	Jennifer Demshur Baker	\$1,260.60	303703
Melissa Anderson	\$36.85	303569	Joe Melvin Stenvold Jr	\$100.00	303704
ENERBASE	\$13,278.84	303570	Kaitlyn Marie Holman	\$20.00	303705
FACTORY MOTOR PARTS	\$723.78	303571	Katelynn Bowen	\$25.00	303706
FASTENAL COMPANY	\$17.01	303573	Kimberly Skar	\$30.00	303707
FIRST INTERNATIONAL BANK & TRUST	\$737.00	303574	Lavaun Mackey	\$5.00	303708
FIRST WESTERN INSURANCE	\$20.00	303575	Maria Ann Zietz	\$25.00	303709
GALLS, LLC	\$120.81	303576	Marketplace Foods	\$5.69	303710
Target	\$4.99	303577	ND Child Support	\$75.00	303711
Target	(\$4.99)	303578	ND Child Support	\$25.00	303712
Teresa Hunt	\$25.00	303579	ND Child Support Division	\$200.00	303713
Walmart	\$80.00	303580	Peter Baars	\$25.00	303714
Walmart	\$15.01	303581	Shanlya M. Van Hill	\$100.00	303715
Walmart	(\$15.01)	303582	Tamara Sivertson	\$24.70	303716
GENERAL TRADING	\$79.58	303583	Target	(\$4.99)	303717
GERDAU RECYCLING	\$23.66	303584	Walmart	\$5.00	303718
GOETTLE LAW, PLLC	\$7,500.00	303585	Walmart	(\$15.01)	303719
GRANITE SPRINGS CO.	\$117.00	303586	Wesley Schmidt	\$130.00	303720
H.A. THOMPSON & SONS, INC.	\$2,127.69	303587	GENERAL TRADING	\$125.59	303721
HAWKINS, INC.	\$43,440.82	303588	GERDAU RECYCLING	\$1,545.25	303722
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$647.02	303589	GRAINGER	\$81.86	303723
JASPER ENGINEERING & EQUIPMENT COMPANY	\$19,822.00	303590	GRAYMONT WESTERN US INC.	\$75,189.95	303724
JOB SERVICES OF NORTH DAKOTA	\$12,897.48	303591	H.A. THOMPSON & SONS, INC.	\$2,075.00	303725
KARZ 4-U AUTO SALES	\$1,360.00	303592	HAWKINS, INC.	\$2,411.64	303726
MAD DOG BROKERAGE INC	\$27,973.31	303593	HEIDI SQUYRES & THOMAS CRAWFORD	\$970.20	303727
MAIN ELECTRIC CONSTRUCTION	\$172,396.26	303594	HOUSTON ENGINEERING, INC.	\$5,583.12	303728
MINOT AREA COUNCIL OF THE ARTS, INC	\$3,333.33	303595	INSTITUTE FOR ENVIRONMENTAL ASSESSMENT	\$6,100.00	303729
MINOT AUTO	\$321.15	303596	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$640.18	303730
MINOT EMPLOYEE DONATIONS	\$851.98	303597	IO3O LLC	\$1,450.00	303731
MOWBRAY & SONS	\$1,062.72	303599	JAYDE HAUGROSE	\$569.91	303732
NAPA AUTO PARTS	\$1,511.75	303600	JOHN CIMINO	\$147.00	303733
ND FRATERNAL ORDER OF POLICE	\$621.00	303601	JORDAN ROSS	\$134,498.00	303784
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$195,066.56	100006482	KFYR-TV	\$1,186.00	303734
NORTHWEST TIRE AND RETREAD	\$6,936.48	303602	KIWANIS CLUB OF MINOT	\$450.00	303735
PARKLAND USA CORPORATION	\$804.99	303572	LANCE LENTON	\$17,000.00	303669
RDO EQUIPMENT	\$199.17	303603	LEXIPOL, LLC	\$10,799.10	303736
DEATON, TRENT	\$6.12	303604	LOWES PRINTING, INC.	\$537.36	303737
HOLLENBECK, JENNIFER	\$14.90	303605	LUCI AHMED & SULTAN AHMED & CASEY MEYERS	\$512.73	303738
KASPER, JIM	\$89.90	303606	MAD DOG BROKERAGE INC	\$14,377.51	303740
PHIPPS, ROBERT	\$217.14	303607	MAIN ELECTRIC CONSTRUCTION	\$28,255.42	303741
RASMUSSEN, ELLIOTT	\$6.12	303608	MARKETPLACE	\$20.99	303742

ROLAC CONTRACTING	\$7,500.00	303609	MCMASTER-CARR	\$77.91	303743
SANITATION PRODUCTS	\$9,454.71	303610	MID-STATES ORGANIZED CRIME INFO CTR	\$250.00	303744
SOURIS RIVER JOINT WATER RESOURCE	\$205,882.27	303611	MIDWEST TAPE	\$4,370.18	303745
STRATA CORPORATION	\$103,229.51	303612	MINOT AREA CHAMBER EDC	\$153,187.50	303739
SUNDRE SAND & GRAVEL, INC.	\$25,372.88	303613	MINOT AUTO	\$1,832.96	303746
SWANSTON EQUIPMENT COMPANIES	\$775.71	303614	MINOT COMMISSION ON AGING	\$12,875.00	303747
TI-ZACK CONCRETE, INC	\$27,129.59	303615	MINOT DAILY NEWS	\$273.00	303748
TW ENTERPRISES, INC	\$5,473.24	303616	MINOT EMPLOYEE DONATIONS	\$833.03	303749
UNUM LIFE INSURANCE	\$28,681.17	303617	MINOT VETERINARY CLINIC	\$6,846.50	303750
VISIT MINOT	\$27,035.84	303618	MVTL LABORATORIES	\$8,011.00	303753
WARD COUNTY AUDITOR	\$12,075.00	303619	NAPA AUTO PARTS	\$3,265.23	303754
WASTE MANAGEMENT OF ND, INC.	\$300.00	303620	ND DEPT OF WATER RESOURCES	\$3,141,444.94	303755
WEST RIVER STRIPING COMPANY	\$9,979.89	303621	ND FRATERNAL ORDER OF POLICE	\$675.00	303756
WESTLIE TRUCK CENTER	\$2,851.41	303622	NORTH COUNTRY SPORTSWEAR	\$299.00	303757
EMPOWER TRUST COMPANY, LLC	\$29,856.11	303624	NORTHWEST TIRE AND RETREAD	\$5,656.11	303758
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$16,494.88	303623	NOVA FIRE PROTECTION CO.	\$1,842.00	303759
CITY OF MINOT	\$100.00	303627	NYBAKKEN BODY SHOP	\$2,476.15	303760
Elizabeth Pietsch	\$200.00	1000	O'REILLY AUTO PARTS	\$117.36	303761
Paul Douglas Dodd	\$100.00	1001	OLSON'S TOWING	\$2,834.00	303762
Ward County Clerk of Court	\$750.00	1002	ONE CALL CONCEPTS, INC.	\$127.80	303763
JOB SERVICES OF NORTH DAKOTA	\$1,354.62	303628	ONLINE DAKOTA INFORMATION NETWORK	\$319.00	303764
MINOT PARK DISTRICT	\$1,121.05	100006486	OSHKOSH AEROTECH, LLC	\$100.00	303765
POSTMASTER	\$350.00	303629	PARK & PLAY USA	\$3,175.00	303766
Courtney Lynn Jenkins	\$21.00	1003	PARKLAND USA CORPORATION	\$2,087.48	303686
Ward County Clerk of Court	\$750.00	1004	PATRIOT FIRE & SAFETY INC	\$83.73	303767
1 CALL SEPTIC SERVICES, INC	\$12,201.50	303630	POST BOARD	\$90.00	303768
AAAE	\$330.00	303631	POST CONSTRUCTION COMPANY	\$24,816.54	303769
ACKERMAN ESTVOLD	\$173,843.75	303633	PRAIRIE SUPPLY	\$170.00	303770
ADP SCREENING & SELECTION SERVICES	\$44.00	303634	PRINGLE & HERIGSTAD, P.C.	\$555.00	303771
ADP, INC	\$15,127.51	100006487	PROCOLLECT	\$484.94	303772
ADVANCED BUSINESS METHODS	\$7,915.08	303635	PROTECH INTEGRATIONS, LLC	\$178.00	303773
AGNES BLUE	\$1,554.50	303636	RAE-DEAN & BREONNA WOLFE	\$943.09	303774
AIDEN WELLS & MICHELLE FJELDAHL	\$849.83	303637	RAYNE MARIE OLSON	\$784.50	303775
AIRPORT ASSOCIATION OF NORTH DAKOTA	\$5,972.96	303632	RDO EQUIPMENT	\$6,035.27	303776
ALL SEASON ARENA	\$9,839.05	303638	CASA JALISCO	\$25.00	303777
AMANDA SOMERVILLE & BRENDEN MCCLOUD	\$2,384.55	303639	CULVER'S	\$50.00	303778
AMAZON	\$357.57	303640	DAKOTA FENCE	\$32.57	303779
AMBER PERRY & NICHOLAS FLOWERS	\$294.00	303641	ENERBASE XPRESSMART #26	\$50.00	303780
AMBER PITTS	\$210.00	303642	WALKER LANDSCAPING	\$5.76	303781
AMERICAN WELDING & GAS, INC.	\$9,122.01	303643	RINKER MATERIALS	\$2,201.50	303782
APEX ENGINEERING GROUP	\$1,817.00	303644	ROLLKALL TECHNOLOGIES LLC	\$12.00	303783
APH/AUTO VALUE	\$392.59	303645	RUSSELL CANTRELL	\$518.82	303785
ASSETWORKS	\$9,010.54	303646	SANITATION PRODUCTS	\$6,649.52	303786
BAKER & TAYLOR BOOKS	\$1,669.66	303647	SERTOMA CLUB OF MINOT	\$125.00	303787
BALCO UNIFORM COMPANY, INC.	\$6,176.00	303648	SHORT ELLIOTT HENDRICKSON, INC	\$74,680.43	303788
BARR ENGINEERING	\$4,676.50	303649	SIGNS TODAY	\$188.50	303789
BECHTOLD PAVING	\$10,926.00	303650	SMART PLANET SOFTWARE, LLC	\$539.73	303790
BIBLIOTHECA, LLC	\$5,299.40	303651	SOLTIS BUSINESS FORMS CO.	\$186.15	303791
BMI GENERAL LICENSING	\$446.00	303652	SOURIS RIVER JOINT WATER RESOURCE	\$955,735.85	303792
BOLTON & MENK, INC	\$133,376.76	303653	SRF CONSULTING GROUP	\$36,575.98	303793
BRITTINI MADSEN & LUCKY MADSEN JR.	\$1,019.45	303654	SUMMIT FIRE PROTECTION CO.	\$325.00	303794
BURLINGTON ELECTRIC	\$330.00	303655	SWANK MOVIE LICENSING	\$681.00	303795
BUTLER MACHINERY CO.	\$2,116.08	303656	SWANSTON EQUIPMENT COMPANIES	\$1,978.18	303796
CANADIAN PACIFIC RAILWAY COMPANY	\$5,000.00	303657	TARA KENNER	\$848.25	303797
CAROLINA SOFTWARE	\$475.00	303658	TEAM ELECTRONICS, INC.	\$1,069.40	303798
CDM SMITH	\$89,946.50	303659	TECTA AMERICA	\$3,492.00	303799
CHRISTIANSON HEATING & AIR	\$465.48	303660	TIM & GAYLENE RYAN	\$309.27	303800
CITY OF MINOT	\$170.00	303751	TIMMONS GROUP	\$1,640.00	303801
CIVICPLUS	\$6,570.06	303661	TITAN MACHINERY	\$2,028.46	303802
DACOTAH PAPER CO.	\$9,019.15	303662	TODD FERM CONSTRUCTION, LLC	\$2,700.00	303803
DAKOTA FENCE	\$1,275.00	303663	TRAPEZE SOFTWARE GROUP INC	\$153,290.40	303804
DAKOTA FIRE EXTINGUISHER	\$55.48	303664	TRINITY HEALTH	\$345.69	303805
DAKOTA FLUID MOTION, LLC	\$22,949.19	303665	TRINITY HEALTH	\$3,587.25	303806
DAKOTA FLUID POWER, INC.	\$1,657.03	303666	UNITED MAILING SERVICE	\$5,447.03	303807
DAN PASIVE & MADISON MCCLOUD	\$193.33	303667	UNUM LIFE INSURANCE	\$4,705.10	303808
DOMESTIC VIOLENCE CRISIS CENTER	\$1,023.32	303668	VISIT MINOT	\$19,678.08	303809
DXP ENTERPRISES, INC.	\$9,599.56	303670	WALLWORK TRUCK CENTER MINOT	\$856.02	303810
EBSCO	\$2,173.00	303671	WAYNE MOE	\$880.00	303752
ECOLAB PEST ELIMINATION DIVISION	\$692.38	303672	WESTLIE FORD	\$405.57	303811
ELDORADO NATIONAL - CALIFORNIA	\$586.63	303673	WESTLIE TRUCK CENTER	\$2,169.23	303812
ELECTRO WATCHMAN, INC.	\$3,623.43	303674	CITY OF MINOT	\$100.00	303813
EMERGENCY AUTOMOTIVE TECHNOLOGIES	\$554.48	303675	Jonathan Paul Miller	\$280.00	1005
Chris Plank	\$386.00	303676	Markus Alan Poitra	\$125.00	1006
Gerald Heizelman	\$69.00	303677	Ward County Clerk Of Court	\$750.00	1007
Kristin Guerton	\$177.55	303678	Ward County Clerk Of Court	\$400.00	1008
Randi Monley	\$69.34	303679	U.S. POST OFFICE	\$5,000.00	303814
Samantha Newman	\$2,000.00	303680	VERENDRYE ELECTRIC	\$69,341.16	303625
Valerie Huseth	\$70.22	303681	WEX HEALTH, INC	\$294.00	303626
Zach Smith	\$18.00	303682			

7,159,461.97

ALCOHOLIC BEVERAGE LICENSE – 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.

MAYORAL APPOINTMENTS - 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.

REGIONAL CO2 STORAGE FACILITY - JOINT POWERS AGREEMENT – Approve the Joint Powers Agreement and authorize the Mayor to sign the document; and 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.

PLEDGED ASSETS, DECEMBER 31, 2024 – Approve the Pledged assets as of December 31, 2024.

THIRD AMENDMENT TO JOINT POWERS AGREEMENT WITH MINOT PARK DISTRICT TO ALLOW CROSS COUNTRY SKI TRAILS ON CITY LAND (3529) – Approve the third amendment to the Joint Powers Agreement with the Minot Park District.

16TH STREET SW RECONSTRUCTION COST PARTICIPATION AND MAINTENANCE AGREEMENT WITH THE NDDOT (4780) - Approve the Cost Participation and Maintenance agreement with NDDOT and authorize the Mayor to sign the agreement.

PRIORITY DISPATCH ONE PLAN - SERVICE AGREEMENT – Approve the agreement and authorize the Mayor to sign.

APPROVE BUDGET AMENDMENT FOR IT SERVER REPLACEMENT – Approve the budget amendment on first reading for the IT server replacement and ratify the acceptance of the proposal from High Point Networks.

CASE #2025- 04 - AVERY MAE MEADOWS - MINOR PLAT – Approve the proposed minor subdivision plat as provided in Attachment A.

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

REJECT BID FOR RETAIL DEVELOPMENT SERVICES RFQ – Reject the bid for Retail Development Services from Retail Strategies.

ACTION ITEMS

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

The motion to approve the Snow Removal Equipment (SRE) Acquisition assistance proposal to be conducted by Short Elliott Hendrickson Inc. (SEH); approve the budget amendment on first reading for SRE acquisition; allow City Staff to apply for the Federal and State grants associated with this project; and authorize the Mayor, City Attorney, and Airport Director to sign the necessary documentation 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.

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

The motion to adopt the three-lane roadway configuration for 8th Avenue SE between Burdick Exwy E and 20th St SE 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.

FALL CLEANUP WEEK DISCUSSION

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

TRANSIT 2-YEAR PHASED APPROACH / ANALYSIS - ADA & COMPLEMENTARY (PAIRED) PARATRANSIT PLAN / SERVICE AGREEMENT

The motion to 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 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 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.

CONTRACT FOR AIRPORT GA ACCESS ROAD REHABILITATION PROJECT – DESIGN SERVICES

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

CHAPTER 23 LIGHTING ORDINANCE

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

CHAPTER 23 NOISE ORDINANCE

The motion to approve the ordinance on first reading 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.

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

The motion to 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 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.

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

City Council Member Olson motioned to 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

The motion was 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.

SETTLEMENT AGREEMENT

The motion to approve the attached settlement agreement and authorize the Mayor to sign the agreement 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.

APPROVE INTERIM POLICE CHIEF AGREEMENT

The motion to approve alternative 2 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, Lisa Olson, Paul Pitner, Scott Samuelson; nays: Mark Jantzer, Tom Ross.

HUMAN RESOURCE DIRECTOR RECRUITMENT SERVICES

The motion to approve the budget amendment on first reading; approve the Master Services Agreement with MGT Impact Solutions; authorize payment prior to second reading of the budget amendment; and authorize the Mayor to sign the agreement 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.

PERSONAL APPEARANCES

Kent Bahl addressed the City Council about the noise ordinance and issue currently happening in his neighborhood with a generator. Josiah Roise spoke to the City Council about dissolving the PD and merging with the Sheriff's Department. A resident spoke about the grievance process and issues with the process of hiring an outside investigator. Jeff McDougal discussed the personal appearance process of the evening. Andrew Ronagen spoke in support of the Minot Police Department.

MISCELLANEOUS AND DISCUSSION ITEMS

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

Holly Brekkus presented the First District Health Unit Year-End Report and an update on the Ward County Opioid Taskforce.

MISCELLANEOUS AND DISCUSSION ITEMS

Economic Development Plan Review Committee update provided by Chairman Blessum. Alderman Blessum also provided a summary on some of the legislative topics. The City Council also stated staff have fulfilled the motion of developing a letter.

City Manager, Harold Stewart, discussed the process of his yearly evaluation. Tom Joyce, Assistant City Manager, will look into the City Manager's and City Attorney's evaluation.

Alderwoman Olson discussed the MPD support with the blue lights and also the donation of the billboard signage supporting the MPD.

ADJOURNMENT

The motion to adjourn the meeting at 7:13 pm was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 6052

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
----------------	--	--------

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

PASSED FIRST READING: February 3, 2025

PASSED SECOND READING: February 18, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6053

**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:

February 3, 2025

PASSED SECOND READING:

February 18, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6054

**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:

February 3, 2025

PASSED SECOND READING:

February 18, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6055

**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:

February 3, 2025

PASSED SECOND READING:

February 18, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



ORDINANCE NO. 6056

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) Definition. For the purposes of this section, certain words or phrases used herein are defined as follows:
 - (1) "Strobe lights" are rapidly flashing lights that emit short bursts of illumination at regular or irregular intervals of 2 (two) or more flashes per second (Hertz).
- (b) 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.

(c) 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: February 3, 2025

PASSED SECOND READING: February 18, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



ORDINANCE NO. 6058

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: February 3, 2025

PASSED SECOND READING: February 18, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: February 18, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Edison Elementary PTA to conduct a raffle on March 20, 2025 at Edison Elementary School (701 17th Ave SW).**
- 2. Perkett Elementary PTO to conduct a raffle on March 21, 2025 at Perkett Elementary (2000 5th Ave SW).**
- 3. (W) Evolve to conduct a raffle on April 11th & 14th, 2025 at The Depot (15 N Main St).**
- 4. Souris River Basin Long Beards to conduct a raffle on February 8, 2025 at The Grand Hotel (1505 N Broadway).**
- 5. Minot North Girls Basketball Boosters to conduct a sports pool on February 9, 2025 at Landsiedel Residence (1712 13th St NW).**
- 6. Minot North Cheer Booster Club to conduct a raffle on February 15, 2025 at Minot North High School (2100 21st Ave NW).**
- 7. Special Event Permit for the Blue Rider (118 1st Ave SE).**
- 8. Special Event Permit for Sports on Tap (220 S Broadway).**
- 9. Special Event Permit for Arny's 2.0 (12 3rd 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.



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: February 18, 2025

SUBJECT: APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

I. RECOMMENDED ACTION

It is recommended City Council approve the additional December 2024 and January 2025 general accounts receivable write-off.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The Finance Department is working on an overhaul of all policy documents to modernize and align them with current practices. Many of our current policies cite our legacy software system and procedures that are no longer in practice due to business process improvements made during the implementation of the new ERP system. The General Accounts Receivable Policy was adopted by the City Council on July 1, 2024. Within that policy is a requirement for City Council to approve any accounts receivable write-offs in excess of \$2,500.00. The Finance Department will bring a summary of these write-offs to City Council on a monthly basis for administrative approval.

B. Proposed Project

N/A

C. Recommendation Detail

It is recommended the City Council approve the additional December 2024 and January 2025 accounts receivable write-offs for the recording of the NAWS credit relating to projects funded 100% by the City of Minot back in 2016-2017 and a clerical error on retainage for a FAA reimbursement request.

IV. IMPACT

A. Aspirations

The adoption of our General Accounts Receivable Policy is meeting the City Council's aspiration of Excellent & Connected. In accordance with the Generally Accepted Accounting Principles (GAAP), this policy was adopted to remain fiscally responsible and align with industry best practices.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

There is no fiscal impact related to these write-offs. One write-off was a clerical error and the other related to the outstanding \$10.7M credit outlined in the NAWS financing agreement. The write off was completed in the Water-Sewer-Storm Sewer fund and expenditures for the same amount were recorded appropriately in the Sales Tax NAWS fund. The City Council will see these write-offs relating to this agreement until the full \$10.7M credit is exhausted. Attached to the memo is the executed NAWS financing agreement approved by City Council in April 2024 for reference.

VI. ALTERNATIVES

N/A



General Accounts Receivables Write-Offs

December 2024/January 2025

Pursuant to the General Accounts Receivable Policy adopted by City Council on July 1, 2024, the following write-offs were completed that exceeded the \$2,500.00 threshold requiring City Council approval:

Customer #	Customer	Invoice #	Write-Off Amount	Reason for Write-Off
9296	State of North Dakota	151513	1,884,435.12	Credit amount received for NAWS Financing Agreement for Sundre Waterline and Emergency Wells
184	Federal Aviation Administration	21704	9,027.00	Clerical error on retainage for reimbursement request
			<u>\$ 1,884,435.12</u>	

Respectfully submitted,

David Lakefield, CPA

Finance Director

10 3rd Ave SW Minot, ND 58701

(701)-857-4784

NORTHWEST AREA WATER SUPPLY PROJECT FINANCING CONTRACT

1. PARTIES

This contract is by and between the North Dakota State Water Commission (the “Commission”), a state agency created and existing pursuant to North Dakota Century Code chapter 61-02, and the City of Minot (the “City”).

2. **Substitution.** This contract substitutes and replaces the January 1999 Northwest Area Water Supply Interim Financing Contract entered into by the North Dakota State Water Commission and the City of Minot.

3. INTRODUCTION

3.1 Statutory Authority

North Dakota Century Code (N.D.C.C.) Chapter 61-24.6 authorizes the Commission to develop a project to deliver water throughout northwest North Dakota for multiple purposes, including domestic, rural water districts, and municipal uses. This water project is known as the Northwest Area Water Supply Project ("the Project"). The Commission, pursuant to N.D.C.C. Chapters 61-02 and 61-24.6 may enter into water service contracts to finance the delivery and distribution of water, and for the collection of rates, charges, and revenues from such delivery of water.

3.2 Background

The Commission started construction of the Northwest Area Water Supply project in 2002. Eight communities and two rural water districts in northwestern North Dakota have signed water service contracts with the Commission to receive water from the Project. The Commission may enter into formal contracts with other communities and rural water associations in the future.

3.3 Need for Financing

The Project is eligible for reimbursement of sixty-five percent (65%) of the capital costs with federal funds or state funds. This financing agreement is needed to provide for the remaining and thirty-five percent (35%) of the capital costs from local funds.

The purpose of this agreement is to commit the City to provide the 35% of the capital costs.

4. DEFINITIONS

4.1 Capital Costs

“Capital Costs” means all costs incurred by the Commission or reasonably expected to be incurred by the Commission in construction of the Project, which are properly chargeable,

in accordance with generally accepted accounting practices, to the construction of and the furnishing of equipment for the Project, including the costs of surveys, engineering studies, exploratory work, designs, preparation of construction plans and specifications, acquisitions, acquisition of lands, easements and rights-of-way, relocation work, costs of issuance and financing in connection with any bonds issued to finance the Project, and essential legal, administrative and financial work in connection therewith.

4.2 Local Share of Capital Costs

“Local Share of Capital Costs” means the thirty-five (35%) of capital costs which are not eligible for payment from non-reimbursable federal grants and from non-reimbursable state grants.

5. FINANCING

5.1 City to Underwrite Commission’s Costs.

The City agrees to underwrite the Local Share of Capital Costs incurred or will be incurred by the Commission for construction of the Project with respect to the Project facilities constructed, under contract, and remaining projects outlined in the April 2015 Final Supplemental Environmental Impact Statement (SEIS) and August 2015 Record of Decision.

Remaining project components covered by this agreement not already under contract as of February 2024 are listed below:

1. Raw water initialization and startup
2. Intake Pipeline and Screen Structure at the Snake Creek Pumping Plant
3. Phase III Improvements to the Minot Water Treatment Plant
4. Souris Reservoir and Pump Station
5. Inline Booster Pump Stations along North Dakota Highway 5

City will use sales tax revenue for the Local Share up to \$142 million. When Local Share needed for the Project exceeds \$142 million, Commission will consult with the City and the Northwest Area Water Supply Authority to determine appropriate revenue source for the Local Share to potentially include consideration of user fees.

5.2 Credit to City.

The City shall be credited 65% of the expenses relating to the Sundre aquifer raw water supply pipeline and reservoir, as well as an additional well in the Sundre aquifer completed between 2016 to 2020 to bolster raw water capacity and meet the requirements identified in the SEIS. The credit for the City is estimated at \$10.7 million.

5.3 Biota Water Treatment Plant Costs.

The City is not responsible for any costs incurred related to the construction of the NAWS Biota Water Treatment Plant or other federal responsibilities identified in the SEIS.

5.4 Time of Performance

The City will make payments to the Commission in fulfillment of its obligation under this agreement in installments (which may be irregular in timing and amounts), within thirty (30) days of being called upon by the Commission to make such payments, upon a construction cost reimbursement basis. The city agrees to levy and collect all necessary taxes and use all its authority and resources available to meet its obligations under this contract and will make in full all payments to be made pursuant to this contract on or before such payments are due.

6. TERM OF CONTRACT

This contract shall remain in effect until all payments required herein have been completed.

7. TERMINATION

7.1 Termination by Mutual Consent

This contract may be terminated by mutual consent of both parties executed in writing.

7.2 Termination for Cause By Commission

The Commission may terminate this Contract effective upon delivery of written notice to the City, or any later date stated in the notice. The Contract may be terminated if City fails to make payments within the time specified or any extension agreed to in writing by the Commission. The rights and remedies of the Commission provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.3 Termination by Commission

The Commission may abandon the Project and terminate this contract effective upon written notice to the City. In the event that the Commission abandons the Project and terminates this Contract, the Commission shall assist to the fullest extent possible in the orderly transition of all pending matters related to this Project.

7.4 Termination for Cause by City

The Contract may be terminated if Commission fails to complete its duties and obligations under this Contract. The Contract may be terminated by City upon ninety (90) days' written notice to the Commission, if Commission substantially fails to complete its duties and

obligations under this Contract. The rights and remedies of the City provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8. BURDEN OF LOSS.

8.1 Third-Party Claims.

Each party agrees to assume its own liability for any and all claims of any nature from third parties, including all costs, expenses, and attorney's fees which may in any manner result from or arise out of this agreement. Hence the right of equitable contribution which each may have against the other is limited to accomplishing the result contemplated by the prior sentence.

9. GENERAL PROVISIONS

9.1 Access to and Inspection of Books and Records.

To the extent, if any, not already provided under the North Dakota open records law, each party shall have the right, during normal business hours, to inspect and make copies of the other party's books and official records relating to matters covered by this contract.

9.2 Remedies Not Exclusive.

The use by either party of any remedy specified herein for the enforcement of this contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

9.3 Waiver of Rights.

Any waiver at any time by either party of its rights with respect to a default or any other matter arising in connection with this contract, must be in writing, and shall not be deemed to be a waiver with respect to any other default or matter.

9.4 Notices.

All notices that are required either expressly or by implication to be given by any party to the other under this contract shall be in writing. All such notice shall be deemed to have been given and delivered, if delivered personally or if delivered by registered or certified mail, and are complete on the date postmarked when addressed to the parties at their addresses as shown on the signature page of this contract.

10. MERGER CLAUSE

This contract constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

11. SEVERABILITY

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this contract did not contain that term.

12. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both Parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the Parties shall be deemed the Effective Date.

13. APPLICABLE LAW AND VENUE

This contract is governed by and construed 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 Burleigh 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.

14. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By entering this Contract, the Commission does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce the rights and remedies in judicial proceedings. The Commission does not waive any right to a jury trial.

IN WITNESS WHEREOF, the parties execute this contract on the date specified below.

NORTH DAKOTA STATE WATER COMMISSION

1200 Memorial Highway
Bismarck, ND 58504

By: 

Title: Secretary, North Dakota State Water Commission

Date: 05/08/2024

CITY OF MINOT

PO Box 5006
Minot, ND 58702

By: 

Title: Mayor, City of Minot

Date: 4.22.24



TO: Mayor Ross
Members of the City Council

FROM: Zhaina Moya, Library Director

DATE: February 18, 2025

SUBJECT: MINOT PUBLIC LIBRARY COLLECTION BUDGET AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council accept the donation from the Patrons of the Library group to enhance the Minot Public Library's offerings for the community and approve the budget amendment on first reading.

II. DEPARTMENT CONTACT PERSONS

Zhaina Moya, Library Director, 701-857-4540

III. DESCRIPTION

A. Background

The Minot Public Library has received a generous donation of \$19,230.00 from the Patrons of the Library group. These funds are earmarked for various items, most notably for Hoopla, a popular digital resource, and other circulation items. Hoopla caters to a wide audience and provides a different way for patrons to access Library materials. There will also be a purchase 3D printing supplies, to allow for patrons to be even more creative with their 3D builds, as well a new outreach laptop that will allow for a stronger connection between the Library and the community. To support these items, the Library must increase its donation revenue and allocate funds to the memorial expenditure line item, ensuring the net financial impact is zero dollars.

B. Proposed Project

To utilize the generous donation from the Patrons of the Library to improve the community resources at Minot Public Library by adding funds for manga omnibuses and to Hoopla for circulation, supplies for the 3D printing program, a new laptop for our outreach efforts, and covering the cost of our popular annual MPL calendars. A portion of the donation will also be utilized for food and drinks for the Library's in-service day in February. This will increase the Library's donation revenue and allocate funds to the memorial expenditure line item, ensuring the net financial impact is zero dollars.

C. Recommendation Detail

To effectively utilize this donation and integrate it into the library's budget, the approval of this budget amendment is necessary to ensure the net financial impact is zero dollars.

IV. IMPACT

A. Aspirations

Safe and Welcoming: A new laptop for outreach will allow for more efficient outreach capabilities so the Minot Public Library can continue to go out and connect with the community. The 3D printing supplies will provide the patrons that take part to use their creativity in new ways. The funding for circulation items will build community connection, add versatility to the Library's collection, and encourage Library use.

B. Service/Delivery Impact:

Overall, this project will advance the Minot Public Library's mission to serve as a central hub for education, culture, and community engagement, positively impacting the city's quality of life and the library's role within it. The project involves increasing the donations revenue line item and adjusting the memorial expenditure line item to ensure that the net financial impact on the library's budget is zero dollars. This allocation strategy ensures that all expenses are covered by the donation without requiring additional funds from the library's existing budget. The project was not included in the initial approved budget, but is made possible entirely through this earmarked donation, demonstrating effective community support and resource management.

C. Fiscal Impact

The circulation items, calendars, in service refreshments, and program supplies for the Minot Public Library are being funded through a generous donation of \$19,230.00 from the Patrons of the Library group.

Project Costs

\$15,000 - Hoopla Funding; \$1,000 - Outreach Laptop; \$220 - Annual Calendars; \$110 - 3D Printing Supplies; \$2,250 Manga Omnibuses; Up to \$350 - In Service Training Breakfast, Lunch, Snacks, & Drinks; \$300 - Magic City Discovery Center Membership for Circulation

Project Funding

Library Memorial Funds (21067000-48206)

This approval includes increasing the donations' revenue line item.
This approval includes adjusting the memorial expenditure line item accordingly, ensuring that the net financial impact on the library's budget is zero dollars.

VI. ALTERNATIVES

Alternative A:

Description: One alternative is to put the funds towards only expanding the Library's collection.

Results: There would be a larger and more versatile collection. However, the Library's collection is only a small part of the Library's purpose. There would not be money put towards 3D printing supplies that allows patrons to express their creativity. Opportunities for community-building and engagement through improved library facilities and resources would be reduced. Future donations and funding opportunities might be impacted if donors perceive that the library is not effectively utilizing available resources to enhance its services.

Alternative B:

Description: Another alternative is to forego the circulation and program supplies.

Results: This would result in a missed opportunity to enhance community engagement and provide technological resources. The library's ability to engage the community through modern programs and services would be limited. Opportunities for community-building and engagement through improved library facilities and resources would be reduced. Future donations and funding opportunities might be impacted if donors perceive that the library is not effectively utilizing available resources to enhance its services.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
LIBRARY DEPARTMENT REVENUES AND EXPENDITURES FOR A PATRONS
OF THE LIBRARY DONATION.**

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

§1: An ordinance amending the 2025 annual budget to increase the
Library department revenues and expenditures for a patrons of the
library donation:

21067000-48206		\$19,230
21000000-36400		19,230

§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: Chris Plank, NDR Program Administrator

DATE: February 18, 2025

SUBJECT: DIG IT UP BACKHOE SERVICES, INC FINAL PAYMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of retainage in the amount of \$14,668.10 to Dig It Up Backhoe Services, Inc.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot continues to acquire properties for the construction of flood protection throughout the City. In 2023, Dig It Up Backhoe Services, Inc. was awarded a bid to provide demolition and site restoration of three lots within the City. Part of the requirement of the contract is not only to demolish and remove the structure from the property, but it also includes the filling of the basement, if needed, and also the planting of grass seed. Dig It Up Backhoe Services, Inc. has satisfied all the requirements and has submitted payment for the retainage.

B. Recommendation Detail

Authorize staff to pay the retainage in the amount of \$14,668.10 to Dig It Up Backhoe Services, Inc. for site demolition and restoration.

IV. IMPACT

A. Aspirations

This fulfills the Council's Aspiration of being Prepared and Resilient.

B. Service/Delivery Impact:

Clearing of acquired properties and the restoration of the site allows for construction of flood protection for the City.

C. Fiscal Impact

The retainage for this will be paid using State Water Commission Dollars

Project Costs

\$14,668.10

Project Funding

State Water Commission funds

VI. ALTERNATIVES

Demolition work for this project has been completed according to the terms of the contract. A denial of this retainage payment could be a violation on the part of the City as no issues have been identified causing payment to be withheld.



CONTRACTOR PAYMENT REQUEST

Date: January 29, 2025

Contract Amount: \$ 261,750.00

Change Order Amount: \$ 0.00

New Contract Amount: \$ 261,750.00

Contractor: Dig It Up Backhoe Service, Inc.

Address: 800 163rd Ave SE, Minot, ND 58701

Type of Payment: Progress Final Retainage X

Pay request 1 Pay request 2 X Pay request 3 Pay request 4 Pay request 5 Pay request 6

Pay request 7 Pay request 8 Pay request 9 Pay request 10 Pay request 11

Contractor: I hereby request an inspection to receive payment # 2 for the amount of \$ 14,668.10. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full of this date. See attached schedule of values/work items completed and invoiced. See attached lien waivers from subcontractors and vendors.

Contractor's Signature: [Signature] Date: 1-30-25

Program Administrator: I hereby certify that all work is completed as indicated on the Contractor's payment request and all required documentation was submitted and approved. I hereby request approval of the payment to the Contractor in the amount of \$ 14,668.10.

Program Administrator: [Signature] Date: 1-31-2025

City of Minot: I hereby approve the payment to the Contractor in the amount of

City of Minot: [Signature] \$ 14,668.10 Date: 3/Jan 25

Property Description					
INVOICE 1			2023 STRUCTURE DEMO & SITE RESTORATION		
			Minot, North Dakota		
Item	DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT
00001	2719 12TH AVE SW	EACH	1	\$ 20,000.00	\$ 20,000.00
00002	2816 14TH AVE SW	EACH	1	\$ 20,000.00	\$ 20,000.00
00003	1318 28TH ST SW	EACH	1	\$ 10,000.00	\$ 10,000.00
00004	Basement removal (1 to 1599 sf) including detached structures	EACH	0	\$ 4,000.00	\$ -
00005	Detached structure removal (1 to 499 sf)	EACH	0	\$ 3,000.00	\$ -
00006	Concrete Removal (1 to 1999 sf)	EACH	0	\$ 3,000.00	\$ -
00007	Concrete Removal (2000 to 4099 sf)	EACH	0	\$ 5,000.00	\$ -
00008	Asbestos Abatement- Floor Material	SF	376	\$ 7.00	\$ 2,632.00
00009	Asbestos Abatement- Ceiling Material	SF	506	\$ 11.00	\$ 5,566.00
00010	Asbestos Abatement- Wall Material	SF	0	\$ 11.00	\$ -
00011	Asbestos Abatement- Misc. Duct Insulation	SF	0	\$ 31.00	\$ -
00012	Asbestos Abatement- Attic/Wall Insulation	SF	1600	\$ 14.00	\$ 22,400.00
00013	Asbestos Abatement- Underground Asbestos Pipe or Wrap	LF	67	\$ 22.00	\$ 1,474.00
00014	Removal of Tree & Stump- greater than 8" & up to 36"	EACH	4	\$ 3,000.00	\$ 12,000.00
00015	Removal of Tree & Stump- greater than 36" dia	EACH	0	\$ 5,000.00	\$ -
00016	Removal of Strump greater than 8" & up to 36" dia	EACH	2	\$ 1,200.00	\$ 2,400.00
00017	Removal of Stump greater than 36" dia	EACH	0	\$ 1,500.00	\$ -
00018	Topsoil	CY	526	\$ 30.00	\$ 15,780.00
00019	Borrow	CY	421	\$ 24.00	\$ 10,104.00
00020	Site Seeding	EACH	0	\$ 2,000.00	\$ -
00021	Fence Removal & Disposal	LF	625	\$ 5.00	\$ 3,125.00
00022	Concrete Saw Cut	LF	40	\$ 5.00	\$ 200.00
00023	Sanitary Sewer Service Lateral Disconnect, Cap & Removal from Property line to Main	EACH	0	\$ 6,000.00	\$ -
00024	Water Service Disconnect & removal from curb stop to main	EACH	0	\$ 6,000.00	\$ -
00025	Septic/Cistern Removal	EACH	5	\$ 4,000.00	\$ 20,000.00
00026	Water Well Abandonment	EACH	2	\$ 500.00	\$ 1,000.00
				Invoice Total	\$ 146,681.00
				Less amount received	\$ 132,012.90
				Amount Due this Invoice	\$ 14,668.10

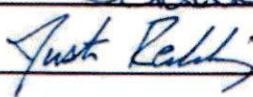
ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, CDM certifies to the City of Minot that to

AMOUNT CERTIFIED: \$14,668.10
(Attach explanation if amount certified differs from the amount applied.)

Dig It Up Backhoe Service:
By 

Date: 8/27/2024

CDM Smith:
By 

Date: 1-31-2025

City of Minot:
By _____

Date _____

Invoice No.: 1
Date: 12/13/2023

Minot, North Da
#3755.21

UID #	Address	00001 2719 12TH AVE SW	00002 2816 14TH AVE SW	00003 1318 28TH ST SW
4072	2719 12TH AVE SW	1		
4066	1318 28TH ST SW			1
4069	2816 14TH AVE SW		1	

Unit Price	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00
Total Quantity	1	1	1
Total Amount	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00

\$146,681.00

0005 DETACHED STRUCTURE REMOVAL 1-499 SF	00006 CONCRETE REMOVAL 1-1999 SF	00007 CONCRETE REMOVAL 2000-4099 SF	00008 ASBESTOS ABATEMENT- FLOOR MATERIAL	A CEIL
			376	

\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 7.00	\$
0	0	0	376	
\$ -	\$ -	\$ -	\$ 2,632.00	\$

00010 ASBESTOS ABATEMENT WALL MATERIAL	00011 ASBESTOS ABATEMENT- MISC. DUCT INSULATION	00012 ASBESTOS ABATEMENT ATTIC/WALL INSULATION	00013 ASBESTOS ABATEMENT UNDERGROUND ASBESTOS PIPE OR WRAP	00014 REMOVAL OF TR & STUMP GREAT THAN 8" UP TO 3
			67	1
		1600		3

\$ 11.00	\$ 31.00	\$ 14.00	\$ 22.00	\$ 3,000.00
0	0	1600	67	4
\$ -	\$ -	\$ 22,400.00	\$ 1,474.00	\$ 12,000.00

00016 REMOVAL OF STUMP GREATER THAN 8" & UP TO 36"	00017 REMOVAL OF STUMP GREATER THAN 36"	00018 TOPSOIL	00019 BORROW	00020 SITE SEEDIN
		157	230	0
2		85	89	0
		284	102	0

\$ 1,200.00	\$ 1,500.00	\$ 30.00	\$ 24.00	\$ 2,000.00
2	0	526	421	0
\$ 2,400.00	\$ -	\$ 15,780.00	\$ 10,104.00	\$ -

00022 CONCRETE SAW CUT	00023 SANITARY SEWER SERVICE LATERAL DISCONNECT, CAP & REMOVAL	00024 WATER SERVICE DISCONNECT & REMOVAL FROM CURB STOP TO MAIN	00025 SEPTIC/CISTERN REMOVAL	W/ AB/
			1	
			3	
40			1	

\$ 5.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$
40	0	0	5	
\$ 200.00	\$ -	\$ -	\$ 20,000.00	\$



ATTACHMENT II-C

FINAL LIEN WAIVER AFFIDAVIT BY CONTRACTOR

Dig It Up Backhoe Service, Inc. has furnished or will furnish certain labor, materials, or equipment on the 2023 Structure Demo & Restoration #3755.21 Project at [fill in address] 2719 12th Ave SW, 2816 14th Ave SW & 1318 28th St SW (the "Project"). In consideration of the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind (whether billed or unbilled), against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this 27 day of August, 2023.

Name of Contractor Company: Dig It Up Backhoe Service, Inc.

By Authorized Representative: Paula Bohl

Printed Name: Paula Bohl

Title: Vice President

Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared Paula Bohl, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

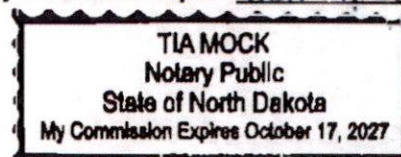
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 27 day of August, 2023.

(Seal)

TIA Mock

Notary Public, State of North Dakota

My commission expires Oct. 17, 2027





ATTACHMENT II-H

CONTRACTOR'S CERTIFICATION OF FINAL PAYMENT

3755.21
Project Number

Minot, ND 58701
Location

Dig It Up Backhoe Service, Inc. agrees to accept the sum of \$ 14668.10
(CONTRACTOR)

as full and final payment for all work under its Contract dated September 5, 2023 with the

City of Minot for the completion of all work for 2023 City of Minot Structure
(OWNER) (PROJECT)
Demolition & Restoration

Dig It Up Backhoe Service, Inc. certifies that all construction has been completed in
(CONTRACTOR)
compliance with the Contract Documents, and that all labor, equipment, materials, and subcontractors have
been or will be paid in accordance with the requirements of the Contract Documents, and the requirements of
the General Laws of the City of Minot & State of ND.

CONTRACTOR: Dig It Up Backhoe Service, Inc.

BY: Gaila B. B. B. DATED: 8/27/2024

Property Description					
		2719 12TH AVE SW 2023 STRUCTURE DEMO & SITE RESTORATION			
		Minot, North Dakota			
Item	DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT
00001	2719 12TH AVE SW	EACH	1	\$ 20,000.00	\$ 20,000.00
00002	2816 14TH AVE SW	EACH	0	\$ 20,000.00	\$ -
00003	1318 28TH ST SW	EACH	0	\$ 10,000.00	\$ -
00004	Basement removal (1 to 1599 sf) including detached structures	EACH	0	\$ 4,000.00	\$ -
00005	Detached structure removal (1 to 499 sf)	EACH	0	\$ 3,000.00	\$ -
00006	Concrete Removal (1 to 1999 sf)	EACH	0	\$ 3,000.00	\$ -
00007	Concrete Removal (2000 to 4099 sf)	EACH	0	\$ 5,000.00	\$ -
00008	Asbestos Abatement- Floor Material	SF	0	\$ 7.00	\$ -
00009	Asbestos Abatement- Ceiling Material	SF	0	\$ 11.00	\$ -
00010	Asbestos Abatement- Wall Material	SF	0	\$ 11.00	\$ -
00011	Asbestos Abatement- Misc. Duct Insulation	SF	0	\$ 31.00	\$ -
00012	Asbestos Abatement- Attic/Wall Insulation	SF	0	\$ 14.00	\$ -
00013	Asbestos Abatement- Underground Asbestos Pipe or Wrap	LF	0	\$ 22.00	\$ -
00014	Removal of Tree & Stump- greater than 8" & up to 36"	EACH	0	\$ 3,000.00	\$ -
00015	Removal of Tree & Stump- greater than 36" dia	EACH	0	\$ 5,000.00	\$ -
00016	Removal of Stump greater than 8" & up to 36" dia.	EACH	0	\$ 1,200.00	\$ -
00017	Removal of Stump greater than 36" dia.	EACH	0	\$ 1,500.00	\$ -
00018	Topsoil	CY	157	\$ 30.00	\$ 4,710.00
00019	Borrow	CY	230	\$ 24.00	\$ 5,520.00
00020	Site Seeding	EACH	0	\$ 2,000.00	\$ -
00021	Fence Removal & Disposal	LF	0	\$ 5.00	\$ -
00022	Concrete Saw Cut	LF	0	\$ 5.00	\$ -
00023	Sanitary Sewer Service Lateral Disconnect, Cap & Removal from Property line to Main	EACH	0	\$ 6,000.00	\$ -
00024	Water Service Disconnect & removal from curb stop to main	EACH	0	\$ 6,000.00	\$ -
00025	Septic/Cistern Removal	EACH	1	\$ 4,000.00	\$ 4,000.00
00026	Water Well Abandonment	EACH	1	\$ 500.00	\$ 500.00
		Invoice Total			\$ 34,730.00
		Less 10% Retainage			\$ 3,473.00
		Amount Due this Invoice			\$ 31,257.00

CITY OF MINOT STRUCTURE DEMOLITION

Work Order

Bld Package No. 2023 Structure Demolition and Site Restoration Project #3755.21

File No. 4072

Street Address: 2719 12th Ave SW		Zip: 58703 58701	County Ward
Main Structure Sq. Ft. 2998	Add. Structure Sq. Ft. 0	Total Flatwork Sq. Ft. 1394	Approved Pay Item No. 00001

CATEGORY A - C&D Demolition

00001: 2719 12th Ave SW 00002: 2816 14th Ave SW 00003: 1318 28th St SW

CATEGORY B - VACANT LOTS

00004: Basements, 1 - 1599 SF 00005: Detached Structures, 1 - 499 SF 00006: Concrete Removal, 1 - 1999 SF
00007: Concrete Removal, 2000 - 4099 SF

CATEGORY C - Supplemental Bld Items

00008: Asbestos Abatement - Floor Material	X _____ SF	00018: Topsoil	X 157 CY
00009: Asbestos Abatement - Ceiling Material	X _____ SF	00019: Barrow	X 230 CY
00010: Asbestos Abatement - Wall Material	X _____ SF	00020: Site Seeding	X _____ EACH
00011: Asbestos Abatement - Misc. Duct Insulation	X _____ SF	00021: Fence removal and disposal	X _____ LF
00012: Asbestos Abatement - Attic and Wall Insulation	X _____ CF	00022: Concrete saw cut	X _____ LF
00013: Asbestos Abatement - Underground Asbestos Pipe or Wrap	X _____ LF	00023: Sanitary Sewer Service Lateral Disconnect, Cap and Removal from Property Line to Main	X _____ EACH
00014: Removal of tree and stump greater than 8" and up to 36" Diameter	X _____ EACH	00024: Water Service Disconnect and Removal from Curb Stop to Main	X _____ EACH
00015: Removal of tree and stump greater than 36" Diameter	X _____ EACH	00025: Septic/cistern removal	X 1 EACH
00016: Removal of stump greater than 8" and up to 36" Diameter	X _____ EACH	00026: Water well abandonment	X 1 EACH
00017: Removal of stump greater than 36" Diameter	X _____ EACH		

Comments: Demo started 9-26-2023 Completed 9-27-2023 wH
Barrow started 9-27-2023 Completed 9-27-2023 wH
Topsoil started 9-28-2023 Completed 9-28-2023 wH
Septic/Well Removal Completed 9-28-2023 wH
Seeding Completed 9-30-2023 wH

Complete Date: 9/30/2023 CDM Smith Monitor: Wesley Hall
Final Walkthrough and Inspection

CDM Smith Supervisor Name: Justin Redding Contractor Supervisor Name: Paula Bohl
Signature: *Justin Redding* Signature: *Paula Bohl*
Date: 11-1-2023 Date: 12-13-23

QA/QC by: _____ Print Name _____ Signature _____

Property Description					
			1318 20TH ST SW 2023 STRUCTURE DEMO & SITE RESTORATION Minot, North Dakota		
Item	DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT
00001	2719 12TH AVE SW	EACH	0	\$ 20,000.00	\$ -
00002	2816 14TH AVE SW	EACH	0	\$ 20,000.00	\$ -
00003	1318 28TH ST SW	EACH	1	\$ 10,000.00	\$ 10,000.00
00004	Basement removal (1 to 1599 sf) including detached structures	EACH	0	\$ 4,000.00	\$ -
00006	Detached structure removal (1 to 499 sf)	EACH	0	\$ 3,000.00	\$ -
00008	Concrete Removal (1 to 1999 sf)	EACH	0	\$ 3,000.00	\$ -
00007	Concrete Removal (2000 to 4099 sf)	EACH	0	\$ 5,000.00	\$ -
00008	Asbestos Abatement- Floor Material	SF	0	\$ 7.00	\$ -
00009	Asbestos Abatement- Ceiling Material	SF	0	\$ 11.00	\$ -
00010	Asbestos Abatement- Wall Material	SF	0	\$ 11.00	\$ -
00011	Asbestos Abatement- Misc. Duct Insulation	SF	0	\$ 31.00	\$ -
00012	Asbestos Abatement- Attic/Wall Insulation	SF	0	\$ 14.00	\$ -
00013	Asbestos Abatement- Underground Asbestos Pipe or Wrap	LF	67	\$ 22.00	\$ 1,474.00
00014	Removal of Tree & Stump- greater than 8" & up to 36"	EACH	1	\$ 3,000.00	\$ 3,000.00
00015	Removal of Tree & Stump- greater than 36" dia	EACH	0	\$ 5,000.00	\$ -
00016	Removal of Stump greater than 8" & up to 36" dia.	EACH	2	\$ 1,200.00	\$ 2,400.00
00017	Removal of Stump greater than 36" dia.	EACH	0	\$ 1,500.00	\$ -
00018	Topsoil	CY	85	\$ 30.00	\$ 2,550.00
00019	Borrow	CY	89	\$ 24.00	\$ 2,136.00
00020	Site Seeding	EACH	0	\$ 2,000.00	\$ -
00021	Fence Removal & Disposal	LF	100	\$ 5.00	\$ 500.00
00022	Concrete Saw Cut	LF	0	\$ 5.00	\$ -
00023	Sanitary Sewer Service Lateral Disconnect, Cap & Removal from Property line to Main	EACH	0	\$ 6,000.00	\$ -
00024	Water Service Disconnect & removal from curb stop to main	EACH	0	\$ 6,000.00	\$ -
00025	Septic/Cistern Removal	EACH	3	\$ 4,000.00	\$ 12,000.00
00026	Water Well Abandonment	EACH	0	\$ 500.00	\$ -
				Invoice Total	\$ 34,060.00
				Less 10% Retainage	\$ 3,406.00
				Amount Due this Invoice	\$ 30,654.00

CITY OF MINOT STRUCTURE DEMOLITION Work Order

Bid Package No. 2023 Structure Demolition and Site Restoration Project #3755.21

File No. 4069

Street Address: 1318 28 th St SW		Zip: 58703 58701	County Ward
Main Structure Sq. Ft. 600	Add. Structure Sq. Ft. 576	Total Flatwork Sq. Ft. 1392	Approved Pay Item No. 00003

CATEGORY A - C&D Demolition

1100001: 2719 12th Ave SW 1100002: 2816 14th Ave SW 1100003: 1318 28th St SW

CATEGORY B - VACANT LOTS

1100004: Basements, 1 - 1599 SF 1100005: Detached Structures, 1 - 499 SF 1100006: Concrete Removal, 1 - 1999 SF
1100007: Concrete Removal, 2000 - 4099 SF

CATEGORY C - Supplemental Bid Items

1100008: Asbestos Abatement - Floor Material	X _____ SF	1100018: Topsoil	X 85 CY
1100009: Asbestos Abatement - Ceiling Material	X _____ SF	1100019: Burrow	X 89 CY
1100010: Asbestos Abatement - Wall Material	X _____ SF	1100020: Site Seeding	X _____ EACH
1100011: Asbestos Abatement - Misc. Duct Insulation	X _____ SF	1100021: Fence removal and disposal	X 100 LF
1100012: Asbestos Abatement - Attic and Wall Insulation	X _____ CF	1100022: Concrete saw cut	X _____ LF
1100013: Asbestos Abatement - Underground Asbestos Pipe or Wrap	X 67 LF	1100023: Sanitary Sewer Service Lateral Disconnect, Cap and Removal from Property Line to Main	X _____ EACH
1100014: Removal of tree and stump greater than 8" and up to 36" Diameter	X 1 EACH	1100024: Water Service Disconnect and Removal from Curb Stop to Main	X _____ EACH
1100015: Removal of tree and stump greater than 36" Diameter	X _____ EACH	1100025: Septic/cistern removal	X 3 EACH
1100016: Removal of stump greater than 8" and up to 36" Diameter	X 2 EACH	1100026: Water well abandonment	X _____ EACH
1100017: Removal of stump greater than 36" Diameter	X _____ EACH		

Comments: Demo started 9-27-2023 Completed 9-29-2023 WH
Burrow started 9-29-2023 Completed 9-29-2023 WH
Topsoil started 9-29-2023 Completed 9-30-2023 WH
Septic/Cistern Removal Completed 9-29-2023 WH
Seeding Completed 9-30-2023 WH
Abatement started 9-29-2023 Completed 10-12-2023 JR

Complete Date: 10-12-2023 CDM Smith Monitor: Justin Redding
Final Walkthrough and Inspection

CDM Smith Supervisor Name: Justin Redding Contractor Supervisor Name: Paula Bohl
Signature: *Justin Redding* Signature: *Paula Bohl*
Date: 11-1-2023 Date: 12-13-23

QA/QC by: _____

Print Name

Signature

Property Description					
		2016 28TH ST SW 2023 STRUCTURE DEMO & SITE RESTORATION			
		Minot, North Dakota			
Item	DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT
00001	2719 12TH AVE SW	EACH	0	\$ 20,000.00	\$ -
00002	2816 14TH AVE SW	EACH	1	\$ 20,000.00	\$ 20,000.00
00003	1318 28TH ST SW	EACH	0	\$ 10,000.00	\$ -
00004	Basement removal (1 to 1599 sf) including detached structures	EACH	0	\$ 4,000.00	\$ -
00005	Detached structure removal (1 to 499 sf)	EACH	0	\$ 3,000.00	\$ -
00006	Concrete Removal (1 to 1999 sf)	EACH	0	\$ 3,000.00	\$ -
00007	Concrete Removal (2000 to 4099 sf)	EACH	0	\$ 5,000.00	\$ -
00008	Asbestos Abatement- Floor Material	SF	378	\$ 7.00	\$ 2,632.00
00009	Asbestos Abatement- Ceiling Material	SF	506	\$ 11.00	\$ 5,566.00
00010	Asbestos Abatement- Wall Material	SF	0	\$ 11.00	\$ -
00011	Asbestos Abatement- Misc. Duct Insulation	SF	0	\$ 31.00	\$ -
00012	Asbestos Abatement- Attic/Wall Insulation	SF	1600	\$ 14.00	\$ 22,400.00
00013	Asbestos Abatement- Underground Asbestos Pipe or Wrap	LF	0	\$ 22.00	\$ -
00014	Removal of Tree & Stump- greater than 8" & up to 36"	EACH	3	\$ 3,000.00	\$ 9,000.00
00015	Removal of Tree & Stump- greater than 36" dia	EACH	0	\$ 5,000.00	\$ -
00016	Removal of Stump greater than 8" & up to 36" dia.	EACH	0	\$ 1,200.00	\$ -
00017	Removal of Stump greater than 36" dia.	EACH	0	\$ 1,500.00	\$ -
00018	Topsoll	CY	284	\$ 30.00	\$ 8,520.00
00019	Borrow	CY	102	\$ 24.00	\$ 2,448.00
00020	Site Seeding	EACH	0	\$ 2,000.00	\$ -
00021	Fence Removal & Disposal	LF	525	\$ 5.00	\$ 2,625.00
00022	Concrete Saw Cut	LF	40	\$ 5.00	\$ 200.00
00023	Sanitary Sewer Service Lateral Disconnect, Cap & Removal from Property line to Main	EACH	0	\$ 6,000.00	\$ -
00024	Water Service Disconnect & removal from curb stop to main	EACH	0	\$ 6,000.00	\$ -
00025	Septic/Cistern Removal	EACH	1	\$ 4,000.00	\$ 4,000.00
00026	Water Well Abandonment	EACH	1	\$ 500.00	\$ 500.00
				Invoice Total	\$ 77,891.00
				Less 10% Retainage	\$ 7,789.10
				Amount Due this Invoice	\$ 70,101.90

CITY OF MINOT STRUCTURE DEMOLITION

Work Order

Bid Package No. 2023 Structure Demolition and Site Restoration Project #3755.21

File No. 4066

Street Address: 2816 14th Ave SW		Zip: 58701	County Ward
Main Structure Sq. Ft. 3905	Add. Structure Sq. Ft. 630	Total Flatwork Sq. Ft. 12,283	Approved Pay Item No. 00002

CATEGORY A - C&D Demolition

1100001: 2719 12th Ave SW 1100002: 2816 14th Ave SW 1100003: 1318 28th St SW

CATEGORY B - VACANT LOTS

1100004: Basements, 1 - 1599 SF 1100005: Detached Structures, 1 - 499 SF 1100006: Concrete Removal, 1 - 1999 SF
1100007: Concrete Removal, 2000 - 4099 SF

CATEGORY C - Supplemental Bid Items

1100008: Asbestos Abatement - floor Material	X 376 SF	1100018: Topsoil	X 284 CY
1100009: Asbestos Abatement - Ceiling Material	X 506 SF	1100019: Borrow	X 102 CY
1100010: Asbestos Abatement - Wall Material	X SF	1100020: Site Seeding	X EACH
1100011: Asbestos Abatement - Misc. Duct Insulation	X SF	1100021: Fence removal and disposal	X 525 LF
1100012: Asbestos Abatement - Attic and Wall Insulation	X 1600 CF	1100022: Concrete saw cut	X 40 LF
1100013: Asbestos Abatement - Underground Asbestos Pipe or Wrap	X LF	1100023: Sanitary Sewer Service Lateral Disconnect, Cap and Removal from Property Line to Main	X EACH
1100014: Removal of tree and stump greater than 8" and up to 36" Diameter	X 3 EACH	1100024: Water Service Disconnect and Removal from Curb Stop to Main	X EACH
1100015: Removal of tree and stump greater than 36" Diameter	X EACH	1100025: Septic/cistern removal	X 1 EACH
1100016: Removal of stump greater than 8" and up to 36" Diameter	X EACH	1100026: Water well abandonment	X 1 EACH
1100017: Removal of stump greater than 36" Diameter	X EACH		

Comments: Abatement completed 10-12-2023 JR
Demo started 10-13-2023 Completed 10-18-2023 WH
Borrow started 10-18-2023 Completed 10-18-2023 WH
Topsoil started 10-19-2023 Completed 10-23-2023 JR
Septic/cistern/well completed 10-19-2023 WH
Seeding completed 10-23-2023 JR

Complete Date: 10-23-2023 CDM Smith Monitor: Justin Redding
Final Walkthrough and Inspection

CDM Smith Supervisor Name: Justin Redding Contractor Supervisor Name: Paula Bohi

Signature: [Signature] Signature: [Signature]

Date: 11-1-2023 Date: 12-13-23

QA/QC by:

Print Name

Signature



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: February 18, 2025

SUBJECT: CASE #2025-09 - MOOSE LODGE ADDITION - FINAL PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

Public hearing request by Jason Sorenson, Public Works Director representing the City of Minot, perspective owner also representing Loyal Order of Moose Lodge No. 822, Owner, for a request of a preliminary plat on a property zoned "R1" Single-Family Residential District.

B. Proposed Project

The legal description for the property is Moose Lodge Addition Lot 1 and 2. The subject property address is 400 9th St SW, Minot, ND 58701.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Prepared and Resilience

B. Service/Delivery Impact:

This plat was requested by the Public Works Department to facilitate flood control.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

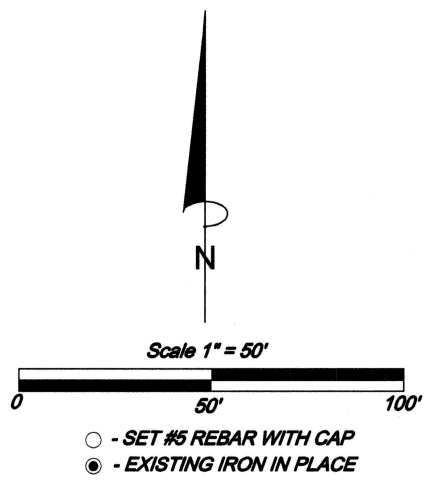
N/A

VI. ALTERNATIVES

Council may approve with or without conditions or deny the request.

MOOSE LODGE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

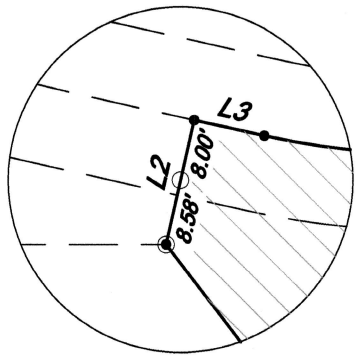
(BEING A PORTION OF OUTLOT 9 AND A UNPLATTED PORTION OF NE1/4SW1/4,
SECTION 23, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



NOTES:
BASIS OF BEARING IS TRUE NORTH.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
A 10' UTILITY EASEMENT IS ON THE STREETSIDE OF EVERY LOT UNLESS OTHERWISE NOTED.
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE).
COMBINATION FACTOR OF 1.000123793
CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: TRANSPORT, LARSON

FLOWAGE EASEMENT
DOC No. 3084987

MOOSE PARK
NE1/4SW1/4
SEC. 23-155-83



DETAIL "A"

N= 450303.26
E= 1771267.48

DETAIL "A"

UNPLATTED
NE1/4SW1/4
SEC. 23-155-83

KITTLESON'S
5

5TH AVENUE SW

SUBDIVISION

OUTLOT 10

OUTLOT 8

LOT 1
(52556.88 SQ. FT.)

LOT 2
(156694.32 SQ. FT.)

20' STORM SEWER
DOC. No. 462118

FLOWAGE EASEMENT
DOC. No. 3084987

SUBLOT "A"
OUTLOT 8

33' WATERMAIN
EASEMENT

JACOBSON'S
7

ADDITION

BROOKLYN
9

ADDITION

4TH AVE SW

POINT OF BEGINNING
NORTHWEST CORNER LOT 1,
STAX ADDITION

ADDITION

STAX

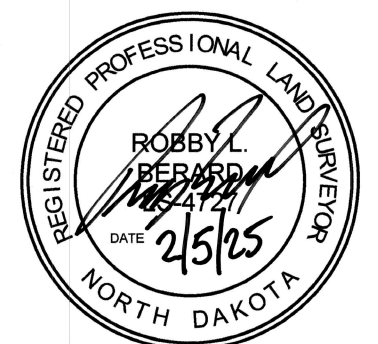
BNSF RAILROAD

BURDICK EXPY. EAST

LINE	BEARING	DISTANCE
L 1	S 00°18'48.0" W	80.30'
L 2	N 12°42'37.7" E	16.58'
L 3	S 77°17'22.3" E	9.33'
L 4	N 19°27'34.7" E	74.93'
L 5	N 12°45'45.9" E	111.72'
L 6	N 12°45'45.9" E	46.30'
L 7	N 33°32'09.8" E	111.88'
L 8	N 27°06'59.2" E	27.39'
L 9	S 89°24'53.4" E	16.23'
L 10	S 00°18'48.0" W	175.60'
L 11	S 85°41'49.8" W	84.75'
L 12	N 82°16'32.8" E	28.03'
L 13	N 10°43'03.1" E	30.32'
L 14	N 89°24'27.3" E	25.75'
L 15	N 67°36'22.2" E	31.71'
L 16	S 59°37'43.1" E	38.52'
L 17	N 71°51'50.7" E	48.84'
L 18	N 40°10'44.9" E	87.48'
L 19	N 23°12'22.3" E	25.83'
L 20	N 09°16'24.2" E	116.60'
L 21	N 25°21'08.9" E	87.73'
L 22	N 15°21'10.8" E	29.06'

LOT BREAKDOWN
LOT 1 = 52556.88 SQ. FT.
LOT 2 = 156694.32 SQ. FT.
TOTAL = 209251.20 SQ. FT.
OR 4.80 ACRES

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	83°15'10.4"	90.87'	132.03'	80.75'	120.72'	N 61°05'09.9" E
C 2	20°46'24.0"	163.82'	59.39'	30.03'	59.07'	N 23°08'57.8" E



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

SHEET 1 OF 2
JOB #173-24

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT, MINOT LODGE No. 822, LOYAL ORDER OF MOOSE, INC., A/K/A LOYAL ORDER OF MOOSE, MINOT LODGE #822 A/K/A MINOT, LODGE No. 822, LOYAL ORDER OF MOOSE, BEING OWNER AND PROPRIETOR OF A PORTION OF OUTLOT 9 AND A UNPLATTED PORTION OF THE NE1/4SW1/4 OF SECTION 23, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 1, STAX ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE S 00°18'48"W, A DISTANCE OF 80.30 FEET; THENCE S 47°50'46.9" W, A DISTANCE OF 569.65 FEET; THENCE N 37°14'27.9" W, A DISTANCE OF 273.15 FEET; THENCE N 12°42'37.7 E, A DISTANCE OF 16.58 FEET TO THE CENTERLINE OF THE OLD MOUSE RIVER CHANNEL; THENCE S 77°17'22.3" E, ALONG THE CENTERLINE OF THE OLD MOUSE RIVER CHANNEL, A DISTANCE OF 9.33 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 132.03 FEET, SAID CURVE HAVING A RADIUS OF 90.87 FEET AND A CHORD OF 120.72 FEET WHICH BEARS N 61°05'09.9" E; THENCE N 19°27'34.7" E, A DISTANCE OF 74.93 FEET; THENCE N 12°45'45.9" E, A DISTANCE OF 111.72 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 59.39 FEET, SAID CURVE HAVING A RADIUS OF 163.82 FEET AND A CHORD OF 59.07 FEET WHICH BEARS N 23°08'57.8" E; THENCE N 33°32'09.8" E, A DISTANCE OF 111.88 FEET; THENCE N 27°06'59.2" E, A DISTANCE OF 27.39 FEET; THENCE S 89°24'53.4" E, A DISTANCE OF 323.45 FEET; THENCE S 00°18'48.0" W, A DISTANCE OF 175.60 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.80 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS MOOSE LODGE 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 THEIR SIGNATURE.

Paulette Nush, Treasurer
PAULETTE NUSH, TREASURER
MINOT LODGE No. 822, LOYAL ORDER OF
MOOSE, INC., A/K/A LOYAL ORDER OF MOOSE,
MINOT LODGE #822 A/K/A MINOT, LODGE No. 822,
LOYAL ORDER OF MOOSE

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 5th DAY OF February, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED AND PAULETTE NUSH, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

ROBBY L. BERARD
Notary Public
State of North Dakota
Commission Expires Dec. 28, 2027

[Signature]
NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

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

[Signature]
ROBBY L. BERARD, RLS NO. 4727



STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 5th DAY OF February, 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:

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

[Signature]
NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

APPROVED:

DATE:

CITY OF MINOT ENGINEER



TO: Mayor Ross
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: February 18, 2025

SUBJECT: CORDICO WELLNESS APP FOR FIRE DEPARTMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the signing of the Cordico contract; approve the budget amendment on first reading; and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Working in emergency services includes high-stress situations which sometimes impact employees for many years. The fire department has always looked for ways to help their employees and after the recent tragedies, this is even more important. This app was recently implemented by the police department and has been a tool to help personnel connect with the most fitting resources available in their time of need. This app is not a replacement for any other options provided by the City or for our Wellness Team.

B. Proposed Project

The setup and implementation of the app will be constantly refined to provide employees with the most up-to-date information on resources available. This expense was not planned, but we believe it is an important step forward for our employees. Having the ability to have vetted clinicians and resources right at their fingertips when they need it the most is what we are looking for in this project.

C. Recommendation Detail

Lexipol, who specializes in risk management and policy, developed the Cordico app to assist departments with their efforts to focus on wellness. Lexipol is already used by the police department.

IV. IMPACT

A. Aspirations

Resilient & Prepared Excellent & Connected Safe & Welcoming

B. Service/Delivery Impact:

Implementing an app designed for fire personnel to access resources needed to help reduce stress. Having a system in place to manage stress will ultimately provide overall employee wellness, which will help maintain happiness that will keep interactions within our community more controlled and professional.

C. Fiscal Impact

The cost for this item was not in the 2025 budget for the fire department. We will be using the funds from our medical physicals budget to cover the costs and will make a budgetary adjustment from another area depending on the needs within the remainder of the year. The cost includes the Cordico Wellness App (12 months) and Peer Support Training and Certification for 6 personnel.

Project Costs

\$12,953.70

Project Funding

10031000 44350

VI. ALTERNATIVES

1. Council could deny the project.
2. Council could deny the expenditure of the money from general fund and direct staff to find another source of funding for the project.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT IT MAINTENANCE & REPAIR AGREEMENTS
EXPENDITURES AND DECREASE THE FIRE DEPARTMENT OTHER
PROFESSIONAL SERVICES EXPENDITURES FOR THE IMPLEMENTATION OF
THE CORDICO APP.**

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

- §1: Amend the 2025 annual budget to increase the Fire Department IT Maintenance & Repair Agreements expenditures and decrease the Fire Department Other Professional Services expenditures for the implementation of the Cordico app:

10031000-44350		\$12,954
10031000-43300		(12,954)

- §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 SERVICE AGREEMENT

Agency's Name: City of Minot
Agency's Address: 10 3rd Avenue Minot, North Dakota
58701

Attention: Mayor Tom Ross

Sales Rep: Ray Jones
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Minot

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Cordico Wellness Solution

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Cordico Wellness App (12 Months)	USD 11,999.00	10%	USD 1,199.90	USD 10,799.10
6	Peer Support Training and Certification Annual Subscription (12 Months)	USD 399.00	10%		USD 2,154.60
	Subscription Line Items Total			USD 1,439.30	USD 12,953.70
				USD 1,439.30	USD 12,953.70
Cordico Wellness Solution Discount:					USD 1,439.30
Cordico Wellness Solution TOTAL:					USD 12,953.70

Discount Notes
current customer

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.6 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ **Note:** Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: February 18, 2025

**SUBJECT: BERGER ENTERPRISES, LLC FINAL PAYMENT - STRUCTURE
DEMOLITION AND SITE RESTORATION (PROJECT #3755.18)**

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of retainage to Berger Enterprise, LLC. in the amount of \$4,186.91.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot continues to acquire properties for the construction of flood protection throughout the City. In 2021, Berger Enterprise, LLC. was awarded Structure and Demolition and Site Restoration project #3755.18. Part of the requirement of the contract is not only to demolish and remove the structure from the property, but it also includes the filling of the basement, if needed, and also the planting of grass seed. Berger Enterprises, LLC was successful in satisfying the contract requirements and has submitted payment for the retainage.

B. Recommendation Detail

Authorize staff to pay Berger Enterprise, LLC the amount of \$4,186.91 for the successful completion of contracted work for site demolition.

IV. IMPACT

A. Aspirations

This meets the Council's aspiration of being Resilient and Prepared.

C. Fiscal Impact

State Water Commission funds will be utilized to pay the retainage. This activity has allowed for the acquisition of property that will be used for the building of additional flood protection for the City.

Project Costs

\$4,186.91

Project Funding

The retainage will be paid using State Water Commission Funds

VI. ALTERNATIVES

Demolition work for this project has been completed according to the terms of the contract. A denial of this retainage payment could be a violation on the part of the City as no issues have been identified causing payment to be withheld.



ATTACHMENT II-G

CONTRACTOR PAYMENT REQUEST

Date: 3/20/24

Contract Amount: \$ 502,300.00

Change Order Amount: \$ 0

New Contract Amount: \$ 502,300.00

Contractor: Berger Enterprises LLC

Address: 1826 25th Street NE, Emendado, ND 58228

Type of Payment: Progress Final Retainage X

Pay request 1 Pay request 2 Pay request 3 Pay request 4 Pay request 5 Pay request 6
Pay Request 6 X

Contractor: I hereby request an inspection to receive payment # for the amount of \$ 4,186.91. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full of this date. See attached schedule of values/work items completed and invoiced. See attached lien waivers from subcontractors and vendors.

Contractor's Signature: [Signature] Date: 3/20/24

Program Administrator: I hereby certify that all work is completed as indicated on the Contractor's payment request and all required documentation was submitted and approved. I hereby request approval of the payment to the Contractor in the amount of \$ 4,186.91.

Program Administrator: [Signature] Date: 2-11-2025

City of Minot: I hereby approve the payment to the Contractor in the amount of \$ 4,186.91.

City of Minot: [Signature] Date: 12 Feb 25

Property Description	
INVOICE RETENTION	2021 Structure Demolition and Site Restoration Minot, North Dakota

Invoice Total	\$ 41,889.00
Less 10% Retainage	\$ 4,188.90
Amount Due this Invoice	\$ 37,600.10

In accordance with the Contract Documents, based on on-site observations and the data composing this application, CDM certifies to the City of Minot that to the best of CDM's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

(Attach explanation if amount certified differs from the amount applied.)

By:

By:

By: _____

Date: 12 Feb 25

City of Minot, ND
2021 Structure Demolition and Site Restoration Project #3755.18

	Certified	Paid	Retainage
Invoice 1	\$ 67,659.00	\$ 60,893.10	\$ 6,765.90
Invoice 2	\$ 130,467.75	\$ 117,420.97	\$ 13,046.78
Invoice 3	\$ 95,025.50	\$ 85,522.95	\$ 9,502.55
Invoice 4	\$ 85,465.75	\$ 76,919.17	\$ 8,546.58
Invoice 5	\$ 91,324.00	\$ 82,191.60	\$ 9,132.40
Invoice 6 (Part. Ret.)		\$ 31,344.15	
Invoice 7 (Part. Ret.)		\$ 11,463.15	
	\$ 469,942.00	\$ 465,755.09	\$ 46,994.21
Remaining		\$ 4,186.91	



ATTACHMENT II-D

INTERIM LIEN WAIVER AFFIDAVIT BY CONTRACTOR

Berger Enterprises, LLC has furnished or will furnish certain labor, materials, or equipment on the 2021 City of Minot Structure Demolition Site Restoration Project at [fill in address] See attached (the "Project"). In consideration of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective upon the Owner making payment on the Application for Payment dated 03/20/21, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind, against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner, for anything whatsoever related to the Project (whether billed or unbilled) through the date hereof, except those claims listed as follows.

Retainage in the amount shown on the Application for Payment pending change orders for which the Contractor has provided to the Owner written notice specifically requesting a change order for which there is a written document entitled a Construction Change Directive approved by the Owner.

(If a claim is not listed above, it is not reserved, and any claims or potential claims not listed are waived and released.)

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-reference Project all amounts owed for the Work covered by payments which the Contractor has received for the Project prior to the date hereof.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this 20 day of March, 2021. 2021

Name of Contractor Company: Berger Enterprises, LLC

By Authorized Representative: Lavern Berger 

Printed Name: Lavern Berger

Title: President



Notary's Acknowledgement

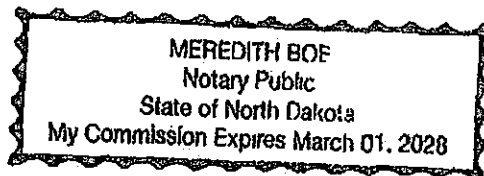
Before me, the undersigned, on this day personally appeared Lavern Berger, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20th day of March, 2021.

(Seal).

Notary Public, State of North Dakota

My commission expires 3/1/28



UID #	Address
4045	1107 6TH AVE SW
4415	19 8TH ST NE
4440	303 6th St NE

CITY OF MINOT STRUCTURE DEMOLITION

Work Order

Bld Package No. 2021 Structure Demolition and Site Restoration Project #3755.10

File No. 4045

Street Address: <u>1107 6th Ave SW</u>		Zip: <u>58701</u>	County <u>Ward</u>
Main Structure Sq. Ft. <u>770</u>	Add. Structure Sq. Ft. <u>576</u>	Total Flatwork Sq. Ft. <u>1346</u>	Approved Pay Item No. <u>00001</u>

CATEGORY A - C&D Demolition

☐ 00001: Structures, 1 - 1499 SF

☐ 00002: Structures, 1500 - 2999 SF

CATEGORY B - VACANT LOTS

☐ 00003: Basements, 1 - 1499 SF

☐ 00004: Detached Structures, 1 - 499 SF

☐ 00005: Detached Structures, 500 - 999 SF

☐ 00006: Detached Structures, 1000+ SF

☐ 00007: Concrete Removal, 1 - 1999 SF

☐ 00008: Concrete Removal, 2000 - 3999 SF

CATEGORY C - Supplemental Bld Items

☐ 00009: Asbestos Abatement - Floor Material	X _____ SF	☐ 00021: Removal of stump greater than 8" and up to 36" Diameter	X <u>3</u> EACH
☐ 00010: Asbestos Abatement - Roofing Material	X _____ SF	☐ 00022: Removal of stump greater than 36" Diameter	X _____ EACH
☐ 00011: Asbestos Abatement - Ceiling Material	X _____ SF	☐ 00023: Topsoil	X <u>320</u> CY
☐ 00012: Asbestos Abatement - Wall Material	X _____ SF	☐ 00024: Borrow	X <u>259</u> CY
☐ 00013: Asbestos Abatement - Misc. Duct Insulation	X _____ SF	☐ 00025: Site Seeding	X <u>1</u> EACH
☐ 00014: Asbestos Abatement - Attic and Wall Insulation	X _____ CF	☐ 00026: Fence removal and disposal	X <u>826</u> LF
☐ 00015: Asbestos Abatement - Underground Asbestos Pipe or Wrap	X <u>158</u> LF	☐ 00027: Concrete saw cut	X _____ LF
☐ 00016: Asbestos Abatement - Transite Siding	X _____ SF	☐ 00028: Sanitary Sewer Service Lateral Disconnect, Cap and Removal from Property Line to Main	X _____ EACH
☐ 00017: Asbestos Abatement - Caulking and Window Glaze	X _____ EACH	☐ 00029: Water Service Disconnect and Removal from Curb Stop to Main	X _____ EACH
☐ 00018: Removal of tree and stump greater than 8" and up to 36" Diameter	X <u>1</u> EACH	☐ 00030: Septic/cistern removal	X _____ EACH
☐ 00019: Removal of tree and stump greater than 36" Diameter	X _____ EACH	☐ 00031: Water well abandonment	X _____ EACH
☐ 00020: Removal of tree hangers	X _____ EACH		

Comments: Demolition started 10-6-2021 Completed 10-7-2021 JR
Borrow started 10-7-2021 Completed 10-7-2021 JR
Disconnects started 10-8-2021 Completed 10-8-2021 JR
Abatement started 10-8-2021 Completed 10-8-2021 JR
Topsoil started 10-8-2021 Completed 10-11-2021 JR

Complete Date: 10-11-2021

CDM Smith Monitor: Justin Redding

Final Walkthrough and Inspection

CDM Smith Supervisor Name: Justin Redding

Contractor Supervisor Name: Mark M. Doe

Signature: Justin Redding

Signature: [Signature]

Date: 10-13-2021

Date: 10/18/21

QA/QC by: _____

Print Name

Signature

Property Description	
19 8TH ST NE	2021 Structure Demolition and Site Restoration Minot, North Dakota

Page 158 of 306

CITY OF MINOT STRUCTURE DEMOLITION

Work Order

Bld Package No. 2021 Structure Demolition and Site Restoration Project #3755.18

File No.

4415

Street Address: 19 8th St NE		Zip: 58703	County Ward
Main Structure Sq. Ft. 960	Add. Structure Sq. Ft. 416	Total Flatwork Sq. Ft. 7376 2628	Approved Pay Item No. 00001

CATEGORY A - C&D Demolition

☒ 00001: Structures, 1 - 1499 SF

☐ 00002: Structures, 1500 - 2999 SF

CATEGORY B - VACANT LOTS

☐ 00003: Basements, 1 - 1499 SF

☐ 00004: Detached Structures, 1 - 499 SF

☐ 00005: Detached Structures, 500 - 999 SF

☐ 00006: Detached Structures, 1000+ SF

☐ 00007: Concrete Removal, 1 - 1999 SF

☐ 00008: Concrete Removal, 2000 - 3999 SF

CATEGORY C - Supplemental Bid Items

☐ 00009: Asbestos Abatement - Floor Material	X _____ SF	☐ 00021: Removal of stump greater than 8" and up to 36" Diameter	X _____ EACH
☐ 00010: Asbestos Abatement - Roofing Material	X _____ SF	☐ 00022: Removal of stump greater than 36" Diameter	X _____ EACH
☐ 00011: Asbestos Abatement - Ceiling Material	X _____ SF	☒ 00023: Topsoil	X <u>225</u> CY
☐ 00012: Asbestos Abatement - Wall Material	X _____ SF	☒ 00024: Borrow	X <u>194</u> CY
☐ 00013: Asbestos Abatement - Misc. Duct Insulation	X _____ SF	☒ 00025: Site Seeding	X <u>1</u> EACH
☐ 00014: Asbestos Abatement - Attic and Wall Insulation	X _____ CF	☒ 00026: Fence removal and disposal	X <u>222</u> LF
☐ 00015: Asbestos Abatement - Underground Asbestos Pipe or Wrap	X _____ LF	☐ 00027: Concrete saw cut	X _____ LF
☐ 00016: Asbestos Abatement - Transite Siding	X _____ SF	☐ 00028: Sanitary Sewer Service Lateral Disconnect, Cap and Removal from Property Line to Main	X _____ EACH
☐ 00017: Asbestos Abatement - Caulking and Window Glaze	X _____ EACH	☐ 00029: Water Service Disconnect and Removal from Curb Stop to Main	X _____ EACH
☐ 00018: Removal of tree and stump greater than 8" and up to 36" Diameter	X _____ EACH	☐ 00030: Septic/cistern removal	X _____ EACH
☐ 00019: Removal of tree and stump greater than 36" Diameter	X _____ EACH	☐ 00031: Water well abandonment	X _____ EACH
☐ 00020: Removal of tree hangers	X _____ EACH		

Comments: Demolition started 6-1-2021 Completed 6-3-2021 TH
Disconnects started 6-1-2021 Completed 6-1-2021 TH
Borrow started 6-3-2021 Completed 6-4-2021 TH
Topsoil started 6-16-2021 Completed 6-22-2021 TH

Complete Date: 6-23-2021 CDM Smith Monitor: [Signature]
 Final Walkthrough and Inspection

CDM Smith Supervisor Name: Justin Redding Contractor Supervisor Name: Meredith Bue
 Signature: [Signature] Signature: [Signature]
 Date: 6-30-2021 Date: 7/1/21

QA/QC by: _____
 Print Name Signature

Property Description	
303 6th St NE	2021 Structure Demolition and Site Restoration Minot, North Dakota

Page 160 of 306

CITY OF MINOT STRUCTURE DEMOLITION

Work Order

Bid Package No. 2021 Structure Demolition and Site Restoration Project #3755.18

File No. 4440

Street Address: <u>303 6th St NE</u>		Zip: <u>58703</u>	County <u>Ward</u>
Main Structure Sq. Ft. <u>931</u>	Add. Structure Sq. Ft. <u>240</u>	Total Flatwork Sq. Ft. <u>1561</u>	Approved Pay Item No. <u>00001</u>

CATEGORY A - C&D Demolition

☒ 00001: Structures, 1 - 1499 SF

☐ 00002: Structures, 1500 - 2999 SF

CATEGORY B - VACANT LOTS

☐ 00003: Basements, 1 - 1499 SF

☐ 00004: Detached Structures, 1 - 499 SF

☐ 00005: Detached Structures, 500 - 999 SF

☐ 00006: Detached Structures, 1000+ SF

☐ 00007: Concrete Removal, 1 - 1999 SF

☐ 00008: Concrete Removal, 2000 - 9999 SF

CATEGORY C - Supplemental Bid Items

☐ 00009: Asbestos Abatement - Floor Material	X _____ SF	☐ 00021: Removal of stump greater than 0" and up to 36" Diameter	X _____ EACH
☐ 00010: Asbestos Abatement - Roofing Material	X _____ SF	☐ 00022: Removal of stump greater than 36" Diameter	X _____ EACH
☐ 00011: Asbestos Abatement - Ceiling Material	X _____ SF	☐ 00023: Topsoil	X <u>180</u> CY ✓
☐ 00012: Asbestos Abatement - Wall Material	X _____ SF	☐ 00024: Borrow	X <u>262</u> CY ✓
☐ 00013: Asbestos Abatement - Misc. Duct Insulation	X _____ SF	☐ 00025: Site Seeding	X <u>1</u> EACH
☐ 00014: Asbestos Abatement - Attic and Wall Insulation	X _____ CF	☐ 00026: Fence removal and disposal	X _____ LF
☐ 00015: Asbestos Abatement - Underground Asbestos Pipe or Wrap	X _____ LF	☐ 00027: Concrete saw cut	X _____ LF
☐ 00016: Asbestos Abatement - Transit Sliding	X _____ SF	☐ 00028: Sanitary Sewer Service Lateral Disconnect, Cap and Removal from Property Line to Main	X _____ EACH
☐ 00017: Asbestos Abatement - Caulking and Window Glaze	X _____ EACH	☐ 00029: Water Service Disconnect and Removal from Curb Stop to Main	X _____ EACH
☐ 00018: Removal of tree and stump greater than 8" and up to 36" Diameter	X _____ EACH	☐ 00030: Septic/cistern removal	X _____ EACH
☐ 00019: Removal of tree and stump greater than 36" Diameter	X _____ EACH	☐ 00031: Water well abandonment	X _____ EACH
☐ 00020: Removal of tree hangers	X _____ EACH		

Comments: Demolition Started 8-23-2021 Completed 8-25-2021 SB
Borrow Started 8-25-2021 Completed 8-25-2021 SB
Disconnects Started 8-25-2021 Completed 8-25-2021 SB
Topsoil Started 8-25-2021 Completed 8-25-2021 SB

Complete Date: <u>8-25-2021</u>	CDM Smith Monitor: <u>Steen Baker</u>
Final Walkthrough and Inspection	
CDM Smith Supervisor Name: <u>Justin Redding</u>	Contractor Supervisor Name: <u>Minot Bae</u>
Signature: <u>Justin Redding</u>	Signature: <u>[Signature]</u>
Date: <u>8-27-2021</u>	Date: <u>8/30/21</u>
QA/QC by: _____	
Print Name	Signature



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: February 18, 2025

SUBJECT: 16TH STREET RECONSTRUCTION - APPROVAL OF BNSF PERMITS

I. RECOMMENDED ACTION

It is recommended City Council approve both BNSF permits and authorize the City Engineer to sign the permits on the city's behalf.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

As a part of the 16th Street Reconstruction project improvements, the new storm sewer system will connect to a manhole in the 16th Street underpass within the BNSF right of way. In addition, the project will replace broken concrete panels and curb & gutter in the underpass.

B. Proposed Project

BNSF requires two separate permits for this work to occur. The first is called a pipeline license for the storm sewer to be located within the right of way. The license requires a one-time payment, several different insurance coverages, a separate railroad protective liability insurance coverage, and requires BNSF inspection personnel to be present when the work is occurring in the right of way. The second permit is called a roadway surfacing agreement and requires the same conditions as the pipeline license but without the one-time payment.

C. Recommendation Detail

The NDDOT requires these permits to be signed and completed by all parties before the project can be bid on March 14th.

IV. IMPACT

A. Aspirations

Resilient and Prepared; Safe and Welcoming; Excellent and Connected

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

Funding for the permits will come from 2025 budgeted project funds.

Project Costs

\$5,700 fixed fee

\$1,266 railroad protective liability insurance (pipeline license)

\$ 633 railroad protective liability insurance (roadway surfacing agreement)

\$7,599 total

Project Funding

Capital Infrastructure

VI. ALTERNATIVES

Alternative 1: Council could choose not to approve the permits. This would prevent the city from bidding the project as designed since the storm water system must connect to the existing system in the underpass within BNSF's right of way.

Alternative 2: Council could direct staff to try and alter language in the permits. Staff did request some minor changes to the language such as venue changes to legal matters. BNSF rejected the changes. BNSF is not likely to change their permit language for only one permittee.



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, Texas 76131
tel +1 817-352-6494

December 16, 2024

City of Minot
Attention: Lance Meyer
PO Box 5006
Minot, ND 58702

24W-22281

Dear Meyer:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print one (1) copy, execute, and **return copy with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$5700.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1266.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Sincerely,

Cory Anderson
Cory Anderson
Permit Manager
Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2024 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF MINOT**, a North Dakota ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), Three (3) pipeline[s], 59"(A),18"(B),15"(C) inches in diameter inside a(n) inch casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Minot, County of Ward, State of North Dakota, Line Segment 0035, Mile Post 1.38 as shown on the attached Drawing No. 91893, dated August 14, 2024, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Storm Sewer, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Five Thousand Seven Hundred and No/100 Dollars (\$5700.00) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's Roadmaster, at telephone 701-280-7239, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensors of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 When approved in advance by Licensor, for any horizontal directional drilling ("HDD") the cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-713-3599 (option1), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees,

licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless

any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensors' property;
 - Waiver of subrogation in favor of and acceptable to Licensors;
 - Additional insured endorsement in favor of and acceptable to Licensors and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensors' employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensors;
 - Additional insured endorsement in favor of and acceptable to Licensors;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1266.00.

- ☐ Licensee may **elect** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensors for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensors. If Licensors allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensors liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensors an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensors or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensors that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensors may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensors as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensors under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensors to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensors shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors' applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensors, Licensee agrees to furnish Licensors with proof, satisfactory to Licensors, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensees use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensees sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 17.5 Licensee shall immediately report to Licensors Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensees reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensors may, at Licensors option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensors, at Licensees sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensors satisfaction and a copy of the audit report shall promptly be provided to Licensors for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensees obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensors has no duty or obligation to monitor Licensees use of the Premises to determine Licensees compliance with Environmental Laws, it being solely Licensees responsibility to ensure that Licensees use of the Premises is compliant. Neither the exercise nor the failure by Licensors to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. **No Warranties.**

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.**

LIENS AND TAXES

21. **Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the**

Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. **Surrender of the Premises.**

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensors.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges

granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensors shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensors shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensors for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Minot
PO Box 5006
Minot, ND 58702

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However,

nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensors's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131

By: _____
By:
Title:

LICENSEE:

City of Minot, a North Dakota

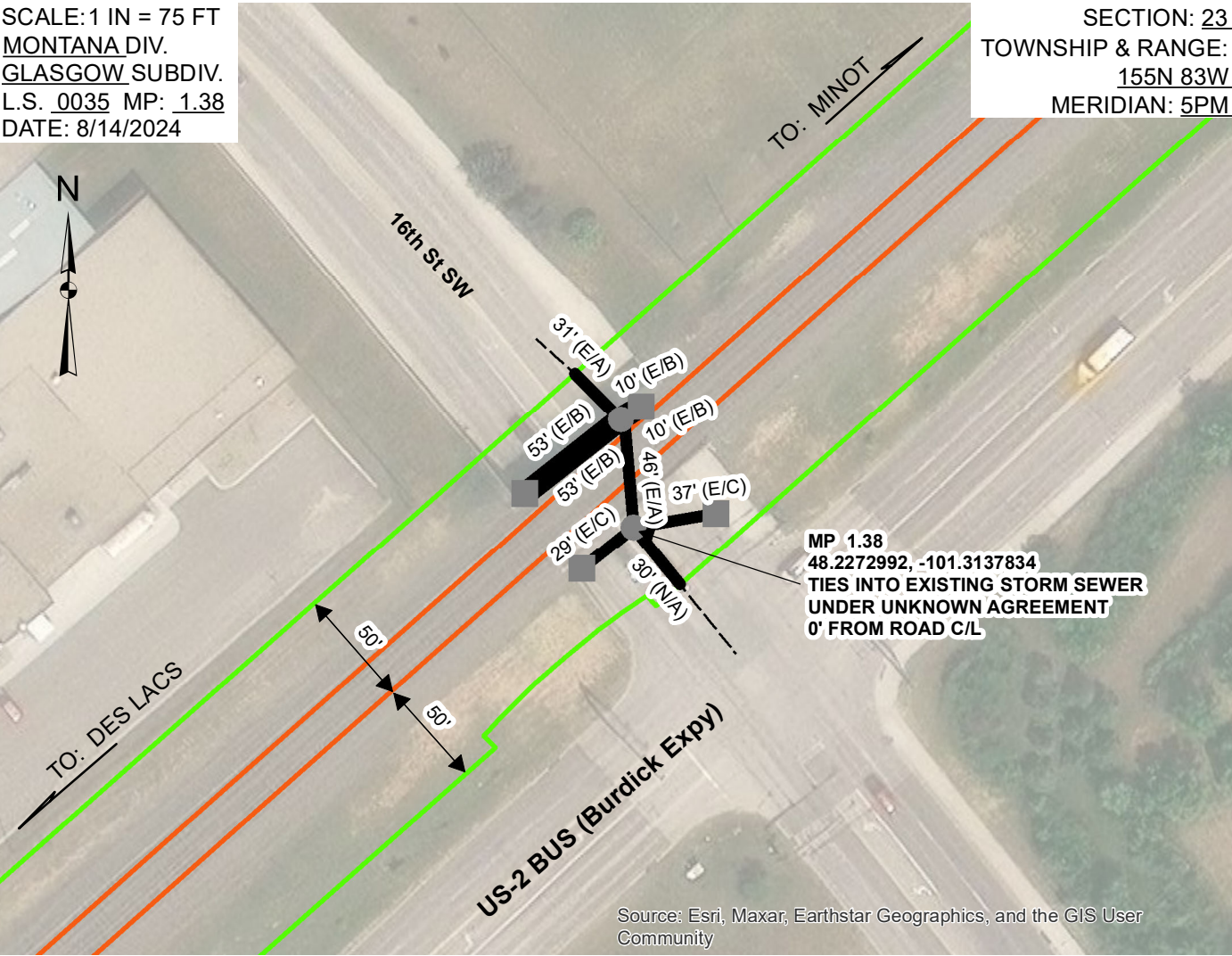
By: _____
By: Lance Meyer
Title:

EXHIBIT "A"

SCALE: 1 IN = 75 FT
MONTANA DIV.
GLASGOW SUBDIV.
L.S. 0035 MP: 1.38
DATE: 8/14/2024

SECTION: 23
TOWNSHIP & RANGE:
155N 83W
MERIDIAN: 5PM

MAP REF. s51100



NOTE:
59" PIPE (A)
18" PIPE (B)
15" PIPE (C)

NOTE:
269' OF EXISTING PIPELINE (E)
30' OF NEW PIPELINE (N)
299' TOTAL LENGTH ON R/W

- EXISTING CATCH BASINS UNDER UNKNOWN AGREEMENT
- EXISTING MANHOLES UNDER UNKNOWN AGREEMENT

DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	SEE NOTE	-	LENGTH ON R/W:	299'	-
CONTENTS:	STORM SEWER	-	WORKING PRESSURE:	0 PSI	-
PIPE MATERIAL:	REINF. CONCRETE	-	BURY: BASE/RAIL TO TOP OF CARRIER	-	-
SPECIFICATIONS / GRADE:	CLASS III RCP	-	BURY: NATURAL GROUND	3'	-
WALL THICKNESS:	5"	-	BURY: ROADWAY DITCHES	3'	-
COATING:	-	-	CATHODIC PROTECTION	NO	-

VENTS: NUMBER 0 SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CARRIER TO BE INSTALLED BY TRENCHING

MINOT
COUNTY OF WARD

STATE OF ND

JPM



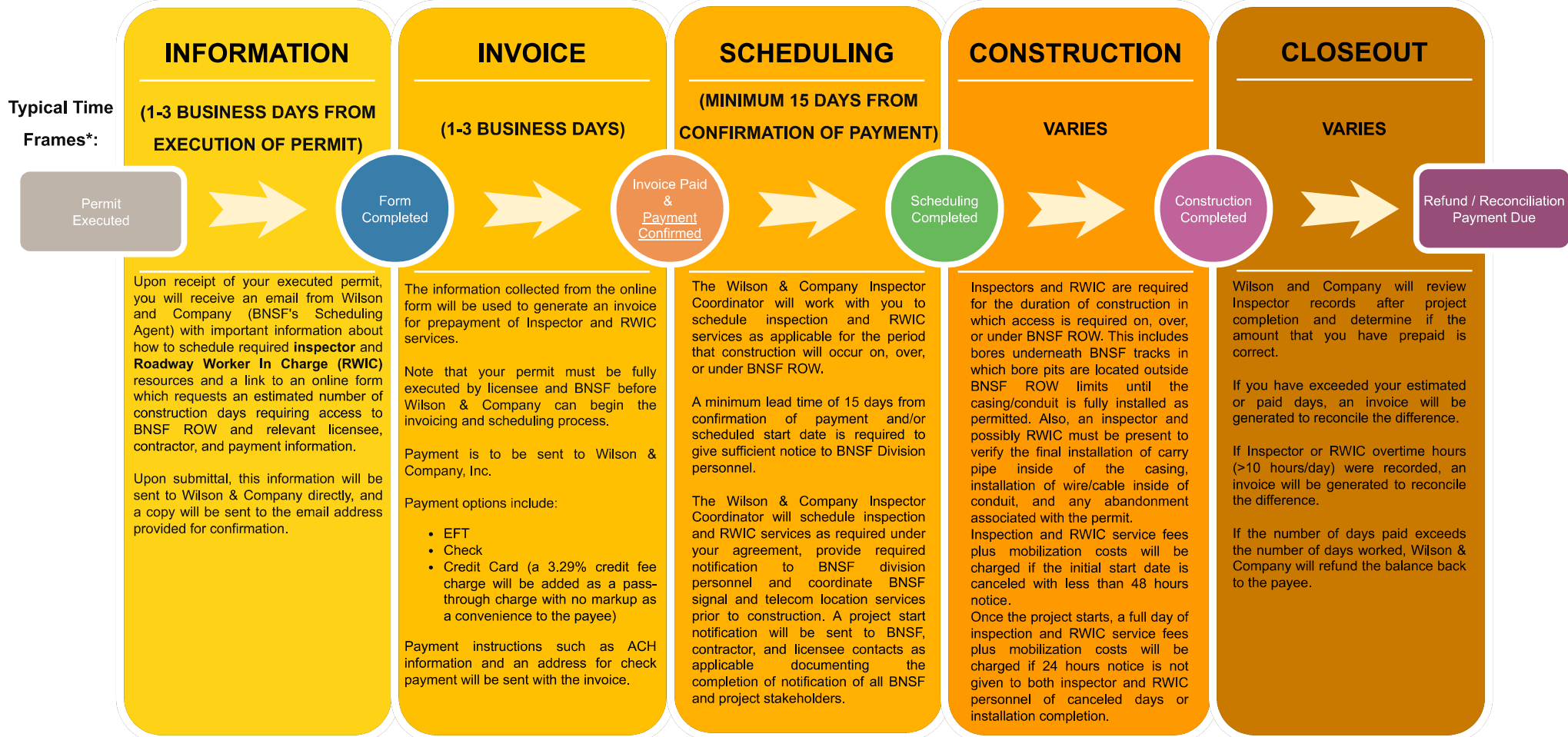
Fee Structure (effective 4/1/2023)

	Per Day up to 10 hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,400	\$155	\$400	\$400
RWIC*	\$1,400	\$155	0	\$400

* BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project, in the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



■ Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

■ Note that projects on BNSF's Northwest and Montana divisions and projects if directed as such by local BNSF management may require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these projects, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**



December 16, 2024

City of Minot
Attention: Lance Meyer
PO Box 5006
Minot, ND 58702

24W-22306

Dear Meyer:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Payment can be made online or you can mail check with tracking number payable to BNSF and sent to this office at the top of this letter and in my email signature block. DO NOT PAY THE CONVIENENCE FEE IF MAILING A CHECK.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement sent to bnsf@certfocus.com and the holder address is:

BNSF Railway Company
P.O. Box 140528
Kansas City, MO 64115

2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Sincerely,

Cory Anderson
Cory Anderson
Permit Manager
Attachment

ROADWAY SURFACING AGREEMENT

This Roadway Surfacing Agreement ("Agreement") is entered into effective as of this the ____ day of _____ 2024, by and between **CITY OF MINOT**, ("Contractor"), a North Dakota corporation, and **BNSF RAILWAY COMPANY** ("Railway"), a Delaware corporation.

WHEREAS, Railway operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, City of Minot desires Contractor to surface the roadway adjacent to and upon Railway's right of way, and Contractor is willing to perform such services.

NOW, THEREFORE, in consideration for Railway entering this Agreement with Contractor and granting Contractor permission to enter upon the Premises (defined herein), Contractor agrees with Railway as follows:

SECTION 1. SCOPE OF SERVICES

Contractor shall perform the following services, hereinafter described as "Work":
Constructing 197 SY (12 panels) of concrete pavement replacement and 12 LF of curb and gutter replacement within BNSF ROW
Line Segment 0035 and Mile Post 1.38

Performance of the Work will necessarily require Contractor to enter Railway's right of way and property ("Premises"). Contractor agrees that no work shall be commenced on the Premises until (i) this Agreement is executed by both Contractor and Railway; and (ii) Railway approves the insurance required to be maintained by Contractor hereunder. Contractor further agrees that if this Agreement is not executed by the owner, general partner, president, or vice-president of Contractor, Contractor shall furnish Railway with evidence certifying that the signatory is empowered to execute this Agreement.

This License shall commence on the Effective Date and shall continue for a period one hundred eighty (180) days, subject to prior termination as hereinafter described.

SECTION 2. PAYMENT OF FEES

City of Minot shall be responsible for payment to Contractor for the Work performed under this Agreement.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS**

ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it shall adjust and settle all claims made against Railway, and shall, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway shall give notice to Contractor, in writing, of the receipt or pendency of such claims and thereupon Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a suit brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, shall defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

SECTION 4. INSURANCE.

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 4,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
 - ◆ Any and all vehicles owned, used or hired
- C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:
- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. **Railroad Protective Liability Insurance.** This insurance shall name only the Railroad as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement
 - ◆ Endorsed to include Evacuation Expense Coverage Endorsement
 - ◆ No other endorsements restricting coverage may be added
 - ◆ The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$633.

- ☐ I **elect** to participate in Licensor's Blanket Policy;
- ☐ I **elect not** to participate in Licensor's Blanket Policy.

E. Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation

against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and **Railroad** shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured shall be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor shall furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this **Agreement** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming **Railroad** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railroad** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor shall not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this **Agreement**. Damages recoverable by **Railroad** shall not be limited by the amount of the required insurance coverage.

Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensors' applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "<http://www.contractororientation.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

For purposes of this section, **Railroad** shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

SECTION 5. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

A. The Contractor shall give a minimum of at least thirty (30) working days notice to the roadmaster at Steven Lyne, telephone 701-280-7239, in advance of when flagging services will be required to bulletin the flaggers position and shall provide five (5) working days notice to the Roadmaster to abolish the position per union requirements.

B. Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

(1). When in the opinion of the Railway's representative, it is necessary to safeguard the Premises, employees, trains, engines and facilities.

(2). When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

(3). When work in any way interferes with the safe operation of trains at timetable speeds.

(4). When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

(5). Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers. Licensee agrees to reimburse Licensors (pursuant to the terms of **Section 5 (d)** below) for all costs and expenses incurred by Licensors in connection with Licensee's use of the Premises or the presence, construction

and maintenance of the Roadway, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 5**.

D. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

(1) A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by the Railway's representative.

(2) Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

(3) The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the City's contractor.

SECTION 6. INDEPENDENT CONTRACTOR

In the performance of the Work under this Agreement, Contractor will be considered as an independent contractor, neither Contractor nor any of its employees, subcontractors, agents or servants will be considered as employees of Railway in any respect. Contractor shall have the exclusive right and duty to control the work of its employees. All persons employed by Contractor or any of its subcontractors in the performance of this Agreement shall be the sole employees of Contractor or its subcontractors. Contractor will be given general directions and instructions regarding the Work to be rendered under this Agreement; however, direct supervision of Contractor's employees will be Contractor's responsibility and obligation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF MINOT

PO Box 5006
Minot, ND 58702

BNSF RAILWAY COMPANY

Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131

By: _____
Print Name: Lance Meyer _____

Title: _____

By: _____
Title: Patricia Villegas
Vice President - Permits & Special Proj. _____

EXHIBIT "A"

SCALE: 1 IN = 100 FT
MONTANA DIV.
GLASGOW SUBDIV. L.S. 0035
DATE: 8/5/2024

SECTION: 23
TOWNSHIP & RANGE:
155N 83W
MERIDIAN: 5PM



TRIM LINE

TO: SURREY

TO: DES LACS

MP 1.38
48.227270, -101.313990

83

100'

4'

20'

6'

65'

16th St SW

Burdick Expy W

Highway 2 Bus

- LEGEND:**
- PREMISES
 - RIGHT OF WAY LINE
 - TRACK

DESCRIPTION:
A PARCEL(S) OF LAND CONTAINING A TOTAL OF 7,854 SQ FT.
(0.18 A.C.) MORE OR LESS SHOWN HATCHED. TO BE USED
FOR 197 SY (12 PANELS) OF CONCRETE REPLACEMENT, AND
12 LF OF CURB AND GUTTER REPLACEMENT.

MINOT
COUNTY OF WARD

STATE OF ND

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



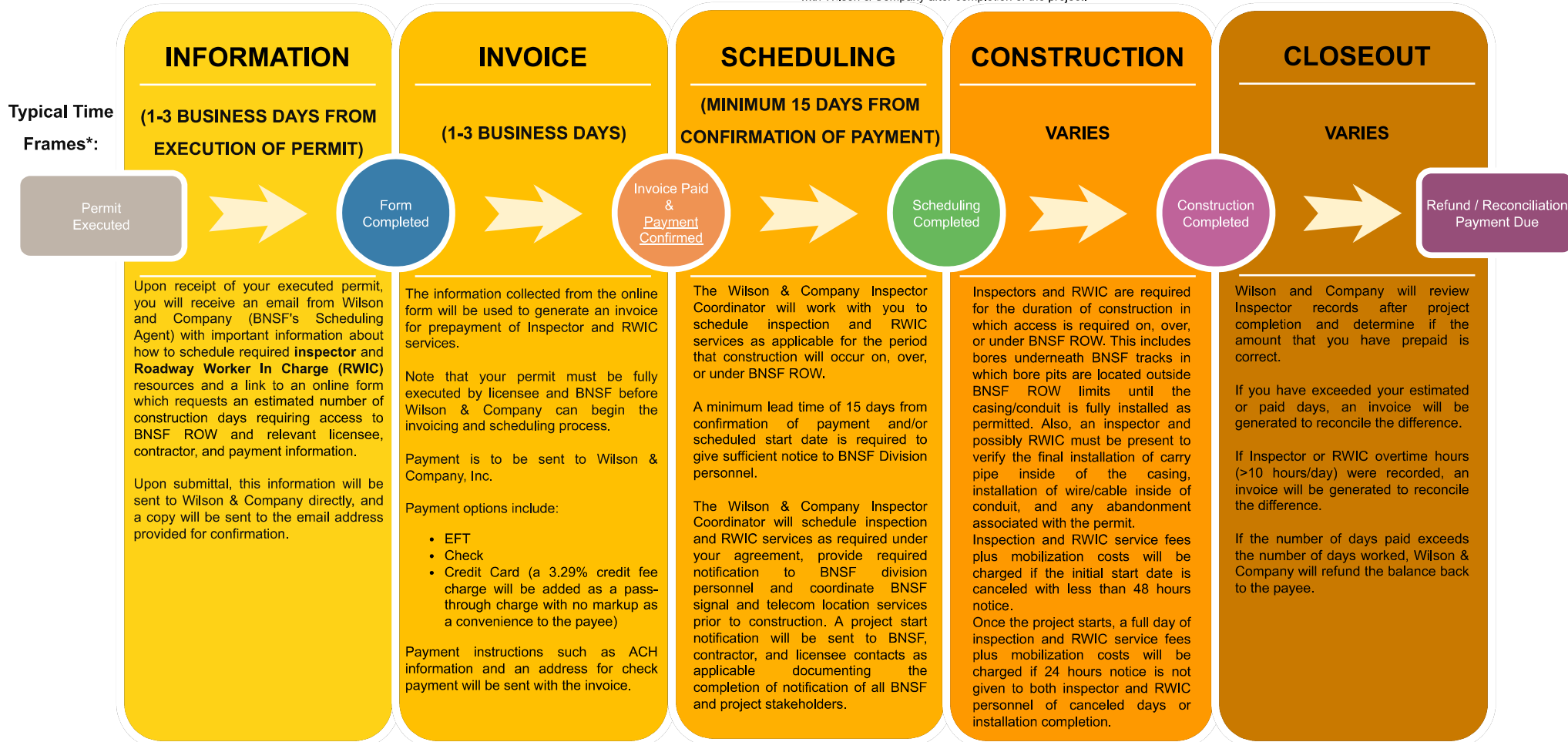
Fee Structure (effective 4/1/2023)

	Per Day up to 10 hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,400	\$155	\$400	\$400
RWIC*	\$1,400	\$155	0	\$400

* BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project, in the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



■ Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

■ Note that projects on BNSF's Northwest and Montana divisions and projects if directed as such by local BNSF management may require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these projects, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: February 18, 2025

SUBJECT: AIRPORT ELECTRICAL VAULT REHABILITATION - FINAL PAYMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$38,310.67 to be paid to Gefroh Electric, Inc.

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The airfield electrical vault building was originally constructed in 1993. The building houses infrastructure required for the airfield lighting, including the runway and taxiway edge lighting, signage, and airport navigational aids. Most of the equipment in the building is original from the 1993 construction. It is 30 years old and has exceeded its useful life and needs replacement. Per Table J-4 in the FAA's AIP Handbook, the minimum useful life for airfield electrical/lighting equipment is 10 years. Airport staff have experienced and documented consistent maintenance challenges with the equipment and replacement parts are becoming increasingly challenging to obtain. The current infrastructure in its current condition poses a risk that airfield lighting will become inoperable without notice with the potential delayed maintenance period, potentially causing safety issues and flight delays.

B. Proposed Project

This project replaced or rehabilitated several pieces of equipment inside the existing electrical vault, including six airfield regulators, S-1 cutouts and associated cabinets, ATCT PCL control switch, and vault overhead lighting. The vault rehabilitation ensures airfield safety by providing a well-operating and maintainable lighting system.

This project was identified as a recommended infrastructure improvement through coordination between airport staff, SEH, FAA, and NDAC. A federal grant was received in 2024 for the completion of this project.

C. Recommendation Detail

The City of Minot received bids on April 16, 2024, at 2pm. Two bids were received, with the low bid awarded to Gefroh Electric. The first payment has been made in the amount of \$192,632.33. Now that the project is finished, the City is obligated to submit final payment in the amount of \$38,310.67 to Gefroh Electric and close out the project.

IV. IMPACT

A. Aspirations

Safe and Welcoming – Safe use of the airport lighting systems is of utmost importance to providing safe and efficient aviation transportation for the Minot Community.

B. Service/Delivery Impact:

This project addressed the unreliable and aging airport lighting systems and components, allowing for continued safe operations for aviation at the Minot International Airport.

C. Fiscal Impact

The funding (90 percent) will come from the FAA Airport Improvement Program (AIP). The airport is expected to receive \$1,663,336.00 of AIP Entitlement funds in FY2024. The North Dakota Aeronautics Commission will contribute 5 percent. It is projected that the City of Minot share will be 5 percent. Anticipated project funding is summarized below.

<u>Project Costs</u>		
Engineer's Estimate	\$315,000.00	
Contractor's Low Bid	\$230,934.00	
Final Construction Contract Cost:	\$230,934.00	
<u>Project Funding</u>		
Funding Source (anticipated)	Percentage	Total
FAA Airport Improvement Program (AIP)	90%	\$207,840.60

North Dakota Aeronautics Commission	5%	\$11,546.70
City of Minot	5%	\$11,546.70
TOTAL*		\$230,934.00
*This total amount does not include the professional services for engineering design and construction administration.		

VI. ALTERNATIVES

N/A



Application for Payment
(Unit Price Contract)
No. 2

Eng. Project No.: MINOT 177332

Location: Minot International Airport

Contractor Gefroh Electric, Inc.

Contract Date May 6, 2024

100 45th Avenue NW

Pay This Amount: \$ 38,310.67

Minot, ND 58703

Contract Amount \$ 230,934.00

Contract for 2024 Electrical Vault Rehabilitation

Application Date 2.3.2025

For Period Ending 1.31.2025

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
C-105-5.1	Mobilization	LS	1	1	\$4,865.00	\$4,865.00
C-105-5.2	Traffic Provisions / Airport Security &	LS	1	1	\$24,270.00	\$24,270.00
L-125-5.1	Airfield Electrical Vault Removals	LS	1	1	\$18,462.00	\$18,462.00
L-125-5.2	Vault Electrical Systems (S-1 Cutout	LS	1	1	\$14,972.00	\$14,972.00
L-125-5.3	ATCT PCL Switch Replacement	LS	1	1	\$1,561.00	\$1,561.00
L-125-5.4	Vault Electrical Systems Testing	LS	1	1	\$6,369.00	\$6,369.00
L-125-5.5	7.5 KW Regulator	EA	1	1	\$20,138.00	\$20,138.00
L-125-5.6	10 KW Regulator	EA	1	1	\$21,215.00	\$21,215.00
L-125-5.7	15 KW Regulator	EA	1	1	\$29,343.00	\$29,343.00
L-125-5.8	20 KW Regulator	EA	1	1	\$30,721.00	\$30,721.00
Alternate 1 -						
L-125-5.9	10 KW Regulator	EA	1	1	\$19,787.00	\$19,787.00
L-125-5.10	20 KW Regulator	EA	1	1	\$30,721.00	\$30,721.00
Alternate 2 -						
L-125-5.11	Vault Fixture In-Kind Replacement	LS	1	1	\$8,510.00	\$8,510.00

Total Contract Amount

\$230,934.00

Application for Payment (continued)

Total Contract Amount	\$ 230,934.00	Total Amount Earned	\$ 230,934.00
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No.		Percent Complete	
Contract Change Order No.		Percent Complete	
Contract Change Order No.		Percent Complete	
Less Previous Applications:		GROSS AMOUNT DUE	\$ 230,934.00
AFP No. 1: \$192,623.33	AFP No. 6:	LESS 0 % RETAINAGE	\$
AFP No. 2:	AFP No. 7:	AMOUNT DUE TO DATE	\$ 230,934.00
AFP No. 3:	AFP No. 8:	LESS PREVIOUS APPLICATIONS	\$ 192,623.33
AFP No. 4:	AFP No. 9:	AMOUNT DUE THIS APPLICATION	\$ 38,310.67
AFP No. 5:			

CONTRACTOR'S AFFIDAVIT

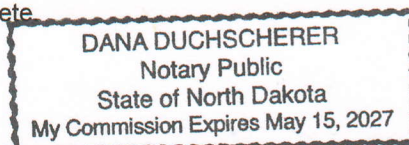
The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, 2024 Electrical Vault Rehabilitation, Minot International Airport, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date 2/5/, 2025 Gefroh Electric, Inc.
(Contractor)

COUNTY OF Ward)
STATE OF North Dakota) SS By [Signature], President
(Name and Title)

Before me on this 5th day of February, 2025, personally appeared Michael Sundhagen known to be, who being duly sworn did depose and say that he is the President (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires



[Signature]
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Short Elliott Hendrickson Inc.

Lindsay Reidt By Lindsay Reidt
Date 2.6.25
City of Minot

[Signature] By Jennifer K. Eckman
Date 2/12/2025



TABULATION OF BIDS

2024 Electrical Vault Rehabilitation Minot International Airport SEH No.: MINOT 177332 Bid Date: 2:00 p.m., Tuesday, April 16, 2024				Engineer's Estimate \$315,000.00		Gefroh Electric, Inc. 100 45th Avenue NW Minot, ND 58703 \$230,934.00		Main Electric Construction, Inc. PO Box 936 Minot, ND 58702 \$308,780.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Base Bid									
C-105-5.1	Mobilization	LS	1	\$30,000.00	\$30,000.00	\$4,865.00	\$4,865.00	\$10,755.00	\$10,755.00
C-105-5.2	Traffic Provisions / Airport Security & Devices	LS	1	5,000.00	5,000.00	24,270.00	24,270.00	5,140.00	5,140.00
L-125-5.1	Airfield Electrical Vault Removals	LS	1	20,000.00	20,000.00	18,462.00	18,462.00	9,280.00	9,280.00
L-125-5.2	Vault Electrical Systems (S-1 Cutout Cabinet and	LS	1	25,000.00	25,000.00	14,972.00	14,972.00	79,060.00	79,060.00
L-125-5.3	ATCT PCL Switch Replacement	LS	1	5,000.00	5,000.00	1,561.00	1,561.00	1,450.00	1,450.00
L-125-5.4	Vault Electrical Systems Testing	LS	1	10,000.00	10,000.00	6,369.00	6,369.00	3,010.00	3,010.00
L-125-5.5	7.5 KW Regulator	EA	1	20,000.00	20,000.00	20,138.00	20,138.00	26,985.00	26,985.00
L-125-5.6	10 KW Regulator	EA	1	25,000.00	25,000.00	21,215.00	21,215.00	24,250.00	24,250.00
L-125-5.7	15 KW Regulator	EA	1	40,000.00	40,000.00	29,343.00	29,343.00	28,400.00	28,400.00
L-125-5.8	20 KW Regulator	EA	1	50,000.00	50,000.00	30,721.00	30,721.00	32,750.00	32,750.00
Base Bid Total Bid Price				230,000.00		171,916.00		221,080.00	
Alternate 1 - Txy C and Runway 8/26 Regulators									
L-125-5.9	10 KW Regulator	EA	1	25,000.00	25,000.00	19,787.00	19,787.00	27,850.00	27,850.00
L-125-5.10	20 KW Regulator	EA	1	50,000.00	50,000.00	30,721.00	30,721.00	39,650.00	39,650.00
Altnerate 1 Total Bid Price				75,000.00		50,508.00		67,500.00	
Alternate 2 - Vault Fixture Replacements									
L-125-5.11	Vault Fixture In-Kind Replacement	LS	1	10,000.00	10,000.00	8,510.00	8,510.00	20,200.00	20,200.00
Altnerate 2 Total Bid Price				10,000.00		8,510.00		20,200.00	
TOTAL BID PRICE (BASE BID + ALTERNATES 1 & 2)				\$315,000.00		\$230,934.00		\$308,780.00	



TO: Mayor Ross
Members of the City Council

FROM: Lisa Olson, City Council Member

DATE: February 18, 2025

SUBJECT: COMMITTEE ON CHILDCARE

I. RECOMMENDED ACTION

It is recommended City Council approve the Mayoral Appointment of the following individuals to serve on the Committee on Childcare; and adopt a policy in which the Committee on Childcare may have up to 11 members, who will serve staggered two-year terms beginning February 18,2025.

February 18, 2025-June 30, 2027

- Lisa Olson, Chair
- Scott Burlingame
- Heather Cymbaluk
- Bekka Oswill
- Amy Jenkins

February 18, 2025-June 30, 2028

- Keli Roselli Sullivan
- CJ Becker
- Stacey Boyko
- Terry Schmalz

Ex-Officio

- Harold Stewart or Designee
- Doug Diedrichsen

II. DEPARTMENT CONTACT PERSONS

III. DESCRIPTION

A. Background

The Committee on Childcare has been meeting since 2023, without specified terms and term limits. The Committee originally was appointed using a list of specific categories related to childcare. As the Committee has met and purposes have been better defined, they have requested to delete the category headings, allowing the Mayor to appoint individuals from all aspects of the community. The Committee also made recommendations related to the length of terms. The goal of the Committee will be to continue researching childcare options, understanding and assisting others in overcoming the obstacles in providing childcare, and collaborating with community partners to distribute current information related to childcare.

B. Proposed Project

N/A

C. Recommendation Detail

It is recommended that the Mayor appoint the following individuals to serve on the Committee on Childcare. It is also recommended that the City Council adopt a policy in which the Committee on Childcare may have up to 11 members, who will serve staggered two-year terms beginning February 18, 2025. The Committee on Childcare Chairperson will be a current member of the Minot City Council. Committee on Childcare members may be appointed to subsequent terms following a mayoral appointment and approval from the City Council. City staff will serve as ex-officio, non-voting members.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

None at this time.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

City Council could elect to leave the Committee on Childcare acting as it currently is with specific member categories and no terms or term limits.



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: February 18, 2025

SUBJECT: GAMING SITE AUTHORIZATION - NODAK ROCKY MOUNTAIN ELK FOUNDATION

I. RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for NoDak RMEF, Inc to conduct a raffle on March 29, 2025 at The Grand Hotel located at 1505 N Broadway.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project

N/A

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: February 18, 2025

**SUBJECT: MINOT LANDFILL SUPERFUND SITE OPERATION AND
MAINTENANCE MANUAL APPROVAL**

I. RECOMMENDED ACTION

It is recommended City Council approve the Superfund Site O&M Plan and authorize the Mayor to sign any necessary documents on behalf of the city.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The City of Minot has been working with the EPA since about 2016 to redevelop the Superfund site by Maysa Arena. The Minot Park District has developed a plan to construct a frisbee golf course, cross country trails and mountain biking trails. A Superfund site has many restrictions to ensure the protective remedy isn't compromised by any reuse activity. As a result, a new operation and maintenance manual needed to be written to account for the new activity and how the protective measures would be handled along with ensuring the site is safe for human contact. The Park District, NDDEQ, EPA and the City of Minot have been working jointly on an O&M manual that addresses all of the necessary issues to satisfy EPA requirements.

B. Proposed Project

The attached O&M manual is complete and ready for signature. The completed O&M manual is necessary for the EPA to go back to federal court to request a modification to the Consent Decree from 1997. Once that step is complete the Park District begin development of an updated work plan, a Health and Safety Plan, and a Quality Assurance Project Plan.

C. Recommendation Detail

This project has been active since about 2016. This approval is completing a long awaited step to start working toward a project that can get constructed.

IV. IMPACT

A. Aspirations

Excellent and Connected

B. Service/Delivery Impact:

This property has essentially sat untouched for the past 30 years. After a 5-year site inspection in 2016 the EPA stated the remedial actions had done their job and the property could potentially be redeveloped. After discussions with the Park District they expressed an interest in developing the site with a frisbee golf course, cross country running trails and mountain bike trails. Completion of this project will add some facilities that many different user groups have been requesting for many years.

C. Fiscal Impact

Project Costs

Other than some consultant help to complete the O&M plan, the costs for this project will be the responsibility of the Park District.

Project Funding

There is some funding in the landfill budget for general maintenance. Some of the maintenance activities will be turned over to the Park District to complete.

VI. ALTERNATIVES

N/A



OPERATIONS AND MAINTENANCE PLAN

OLD MINOT LANDFILL SUPERFUND SITE

Section 27, Township 155 North, Range 83 West
Ward County, North Dakota

Prepared by The City of Minot, ND
With Assistance from CPS, Ltd.
City Project No. 3700.1
CPS Project No. 24301

Minot Public Works Street Address:
1025 31st Street Southeast Minot, North Dakota 58701

Minot Public Works Mailing Address:
P.O. Box 5006 Minot, North Dakota 58702-5006

DRAFT NOVEMBER 2024



TABLE OF CONTENTS

1.00	BACKGROUND	1
1.01	SITE LOCATION.....	1
1.02	POINT OF CONTACT	2
1.03	HISTORICAL DEVELOPMENT OF SITE OPERATION & MAINTENANCE REQUIREMENTS	2
1.04	ENFORCEMENT	3
1.05	PROPOSED SITE REUSE AND DEVELOPMENT	3
1.06	OPERATION AND MAINTENANCE PLAN OBJECTIVES	5
1.07	RECORDKEEPING AND REPORTING	7
2.00	FACILITY OPERATION, MAINTENANCE, MONITORING AND REPORTING	8
2.01	RESPONSIBILITY FOR COMPLIANCE	8
2.02	SITE ACCESS AND SECURITY	8
2.03	HEALTH AND SAFETY	9
2.04	GENERAL FACILITY INSPECTION, MAINTENANCE AND REPORTING	9
2.05	LANDFILL CAP MANAGEMENT	11
2.06	LEACHATE MANAGEMENT	12
2.07	LANDFILL GAS MANAGEMENT	13
2.08	GROUNDWATER QUALITY	20
3.00	CONTINGENCY PLAN	26
3.01	GENERAL	26
3.02	EMERGENCY SERVICES	26
3.03	POTENTIAL CONTINGENCIES	27
3.04	CORRECTIVE ACTIONS	32
3.05	CONTINGENCY REPORTING	38
3.06	AMENDMENT OF CONTINGENCY PLAN	38
4.00	REFERENCES	39



LIST OF FIGURES INCLUDED IN THE REPORT TEXT

Figure 1.01 Site Location	1
Figure 1.05a: 2023 Workplan Disc Golf Course Layout	4
Figure 1.05b: 2023 Workplan Cross Country Course System Layout.....	4
Figure 1.05c: 2023 Workplan Mountain Biking Trail System Layout	5
Figure 2.02: 2023 Workplan Proposed Fence Openings.....	8
Figure 2.05b: Surface Water Controls	12
Figure 2.06: Leachate Drain.....	13
Figure 2.07a: Passive Gas Vent Locations	14
Figure 2.08b.1: Groundwater Monitoring Wells	20
Figure 2.08b.2: Groundwater Well Static Water Level Piezometric Contours	21
Figure 2.08c: Leachate Sampling Location	25
Figure 3.04: FEMA FIRM and Floodplain Data	34

LIST OF TABLES INCLUDED IN THE REPORT TEXT

Table 1.03: Elements of Selected Remedy from 1993 EPA Record of Decision (ROD).....	3
Table 1.06: Remediation Goals and Performance Standards from the Record of Decision (ROD) signed June 21,1993	6
Table 1.07b: Schedule Summary of Site Monitoring, Inspections, and Reporting	7
Table 2.04.a: Maintenance Schedule	9
Table 2.04b.1: Park District Monthly Site Inspection Category List.....	10
Table 2.04b.2: City of Minot Site Inspection Category List and Schedule.....	10
Table 2.07b.1: Federal and North Dakota State Ambient Air Quality Standards	15
Table 2.07b.2: Explosive Limits of Common Landfill Gas Components	17
Table 2.07b.3: Weather Data Verification for Gas Monitoring.....	18
Table 2.07b.4: Gas Monitoring Parameters.....	19
Table 2.08b.1: Groundwater Monitoring Well Locations	21
Table 2.08b.2: Groundwater Monitoring Well and Piezometer Functions	22
Table 2.08c: Groundwater Quality Analytical Parameters, Methods, and Standards	23
Table 3.03a: Event-Triggered Contingencies	27
Table 3.03b: Inspection-Triggered Contingencies.....	29
Table 3.03c: Monitoring-Triggered Contingencies.....	32

APPENDICES

APPENDIX 1 - INSPECTION FORMS

Superfund Facility Inspection Report
Superfund Facility Gas Monitoring Field Data Form
Superfund Facility Groundwater Monitoring Field Data Form

APPENDIX 2 – WELL DIAGRAMS

1.00 BACKGROUND

1.01 SITE LOCATION

The Old Minot Landfill Superfund Site (Site) is a closed waste disposal facility that has previously been deleted from the Superfund National Priorities List (NPL). The Site is located in Section 27, Township 155 North, Range 83 West in Ward County, North Dakota, approximately one mile southwest of downtown Minot, ND. The Site is situated nearly 2,000 feet south of the Souris River, and east of the intersection of Burdick Expressway and the combined U.S. Highways 2 and 52 Bypass. The Site location is depicted in **Figure 1.01** below.

Figure 1.01 Site Location



Land use in the vicinity of the Site is general commercial district and residential; the area southwest of Highways 2 and 52 is general commercial district. The fill area that received municipal and industrial waste covers approximately 26.4 acres.



1.02 POINT OF CONTACT

The contact for general correspondence regarding the Site is the City of Minot (City):

City of Minot
Public Works Department
1025 31st Street Southeast
Minot, ND 58701
(701) 857-4140
PublicWorks@minotnd.gov

1.03 HISTORICAL DEVELOPMENT OF SITE OPERATION & MAINTENANCE REQUIREMENTS

The operation and maintenance of the Site is subject to the terms of a Consent Decree between the United States of America, State of North Dakota, and City of Minot, Civil Action A4-95-141A, U.S. District Court, District of North Dakota. Several investigations were performed at the Site, which culminated in a Remedial Investigation (RI) performed by the City's consultant Donohue & Associates (Donohue). Contamination was identified and documented in a RI Report dated February 1992. An evaluation was conducted to determine which remedial measures could achieve specified cleanup goals. The evaluation and cleanup goals are described in a Site Feasibility Study (FS) completed in 1992 by Donohue.

On June 21, 1993, upon completion of the RI/FS for the Site, the U.S. Environmental Protection Agency (EPA) issued a Record of Decision (ROD) that selected a remedy for the Site. On January 23, 1996, a remedial design kickoff meeting was held between the City, EPA, North Dakota Department of Health (NDDH), and the City's consultant Wenck Associates, Inc. (Wenck). On April 10, 1996, an Explanation of Significant Differences (ESD) was prepared to address modifications to the remedy components. A subsequent ESD was signed on September 28, 2022 (2022 ESD), to modify the existing remedy to support recreational use on and adjacent to the landfill cap. The selected remedy for the Site, as specified in the ROD and modified in the ESDs, incorporates removal, treatment, and containment technologies to address the risks of treating leachate and managing the discharge of leachate and landfill gases at the Site. The selected remedy consisted of the elements listed in **Table 1.03** below:



Table 1.03: Elements of Selected Remedy from 1993 EPA Record of Decision (ROD)

Elements of Selected Remedy
(1) Institutional controls to prohibit construction on the landfill or the use of water beneath the landfill or in the immediate vicinity of the landfill for drinking water purposes; the 2022 ESD modified this element to allow recreational use on and adjacent to the landfill cap.
(2) Consolidation of waste and contaminated soil (both from the north end of the landfill and in the vicinity of leachate seeps) under the cap, and cap improvements to limit precipitation infiltration and control stormwater runoff.
(3) As modified by the 1996 ESD, leachate extraction from the landfill using a passive gravity drain system to manage leachate levels in the landfill, to prevent leachate seeps through the cap, and to reduce the potential for leachate migration from the landfill into the groundwater; and subsequent treatment of the leachate at the City's wastewater treatment plant (WWTP).
(4) As modified by the 1996 ESD, passive landfill gas venting to control landfill gas to reduce pressure in the landfill that could damage the landfill cap and increase the potential for leachate migration.
(5) Explosive level monitoring of passive vents to reduce human exposure to potentially explosive gases.
(6) Groundwater monitoring to detect any future release of contaminants into the groundwater.

In April 1996, a Remedial Design (RD) Report was approved by the EPA and NDDH. In June 1996, a contractor was selected to perform Remedial Action (RA) construction, including remedy elements 2, 3, and 4 listed in

Table 1.03. The RA construction was completed in September 1996. Institutional controls were implemented by the City, and the Site was deleted from the NPL on April 1, 1997.

1.04 ENFORCEMENT

The North Dakota Department of Environmental Quality (NDDEQ) came into existence on April 29, 2019, and became the State agency responsible for administration and enforcement of environmental protection programs, laws, and rules previously administered and enforced by the NDDH's Environmental Health Section. Pursuant to 2017 N.D. Sess. Laws Ch. 199, § 1, the NDDH's interest in this matter has been assigned to the NDDEQ.

1.05 PROPOSED SITE REUSE AND DEVELOPMENT

In 2013, discussions began regarding reuse of the Site. The Minot Park District (Park District) developed preliminary plans for a frisbee golf course, non-motorized cross-country trails, and mountain biking trails. The 2022 ESD modified the previous remedy to support recreational use on and adjacent to the landfill cap. A workplan was prepared by the City's consultant Ackerman-Estvold in 2023 (2023 Workplan) that included conceptual layouts for these features, as excerpted below. These figures are available in their entirety in the 2023 Workplan.

Figure 1.05a: 2023 Workplan Disc Golf Course Layout

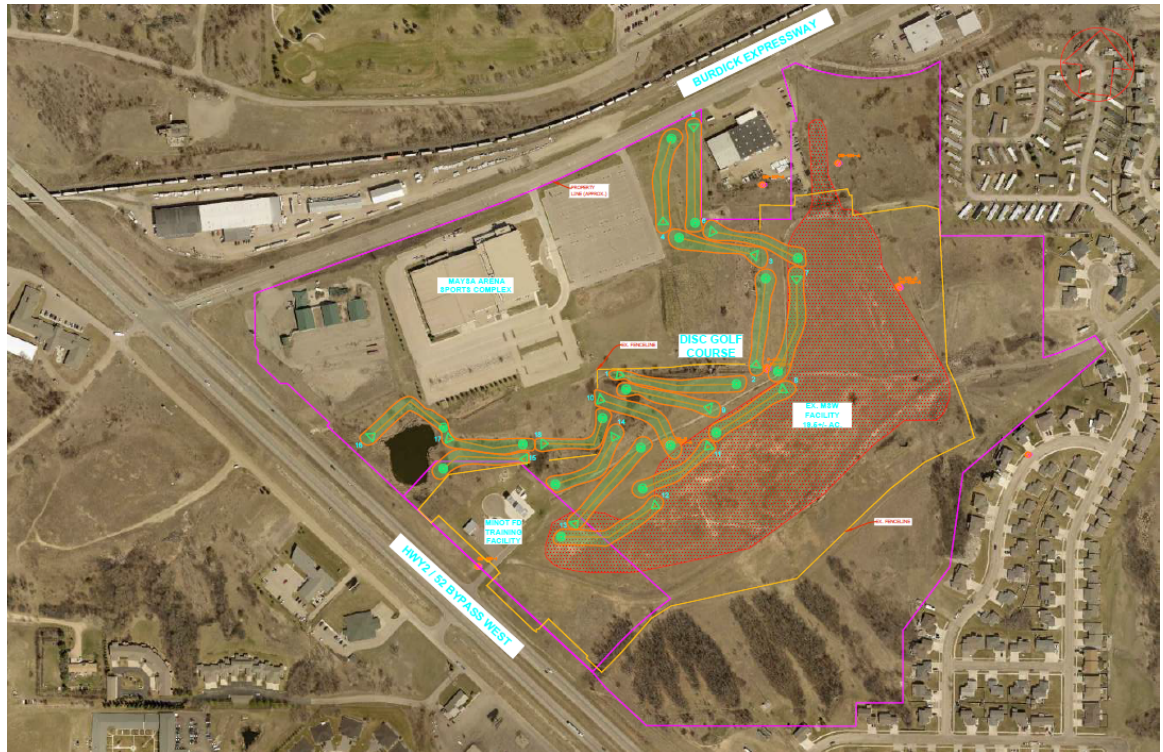


Figure 1.05b: 2023 Workplan Cross Country Course System Layout

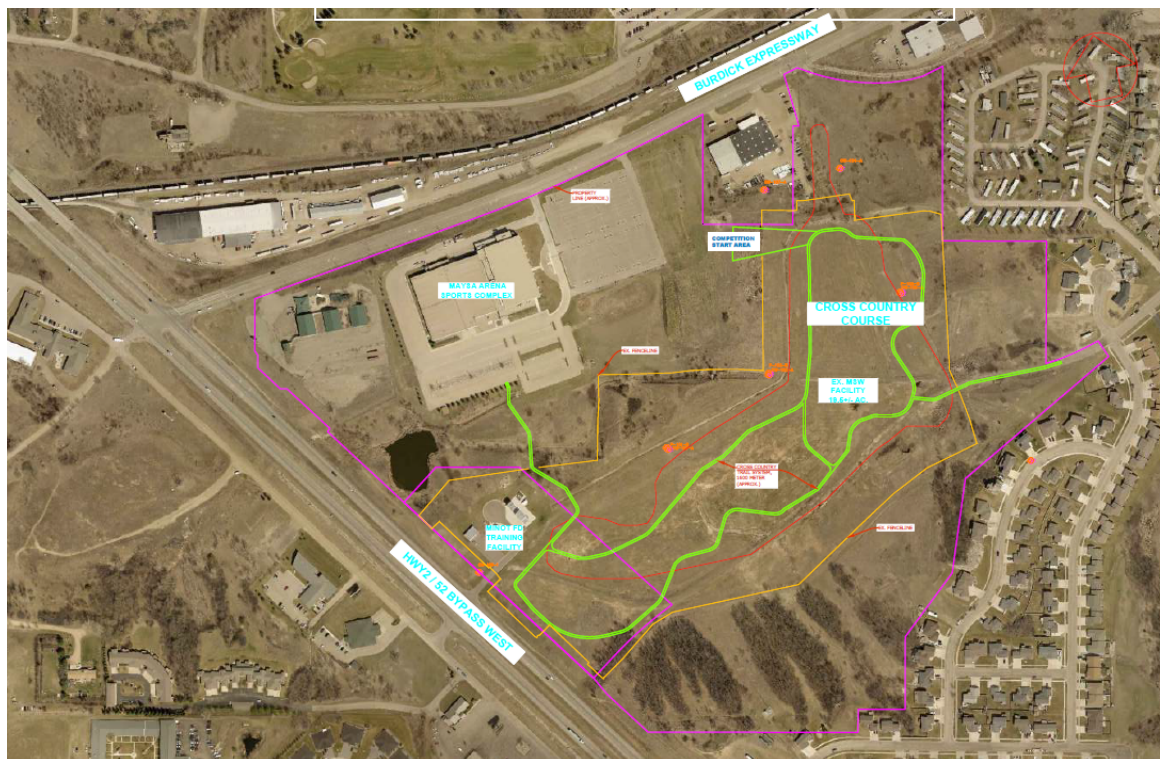
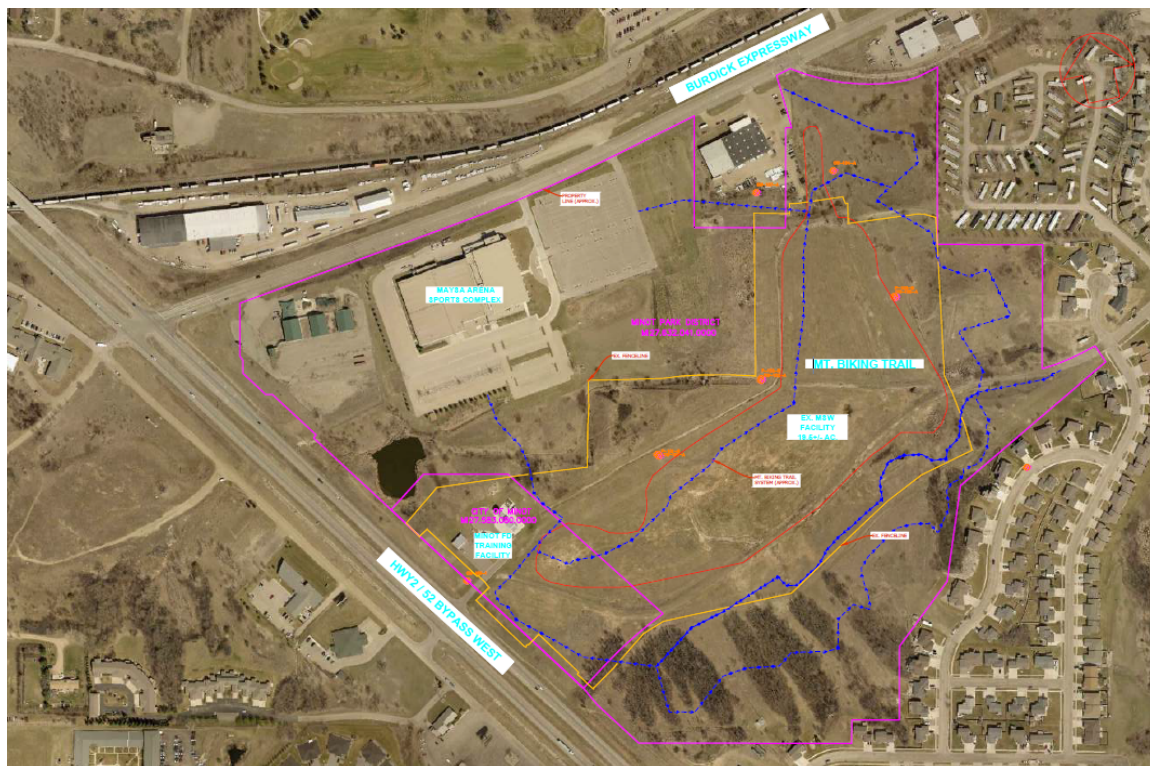


Figure 1.05c: 2023 Workplan Mountain Biking Trail System Layout



1.06 OPERATION AND MAINTENANCE PLAN OBJECTIVES

This Operations and Maintenance Plan (O&M Plan) will accommodate reuse of the Site while continuing to protect the remedial actions established to protect human health and the environment.

The objectives of the O&M Plan are to:

- (1) assure that the prescribed remedy for the Site is performing as designed;
- (2) assure that the remedy complies with the performance standards specified in the ROD and ESDs, as summarized in **Table 1.06**; and
- (3) monitor the media, which include groundwater, landfill gas (LFG), and explosive levels.

Therefore, this O&M Plan is both a performance and compliance monitoring plan for the Site.

Although not specifically required by the Consent Decree for this Site, ND Admin. Code § 33.1-20-04.1-09(5) was also implemented as a guide to determine facility operations and maintenance requirements.



**Table 1.06: Remediation Goals and Performance Standards
from the Record of Decision (ROD) signed June 21, 1993**

Remediation Goals	Performance Standards
(1) Prevent direct contact with landfill contents including the solid waste, leachate, and gas.	(1) Minimum three-foot cap over the landfill, consistent with substantive requirements of North Dakota Solid Waste Management Act and pertinent federal Solid Waste Land Disposal requirements [40 CFR Parts 241 and 257] and Surface Water Control requirements [40 CFR Part 264].
(2) Manage leachate: to limit future leachate migration out of the landfill to ensure a low risk to potential ground water receptors; and to maintain ground-water quality outside the landfill within drinking-water standards.	(2) Water quality standards in accordance with SDWA [40 CFR Parts 141 and 143] and NPDES [40 CFR Parts 125, 136, and 403] requirements. Ground water adjacent to the landfill shall not contain contaminants at levels that cause the ground water to exceed the 1.0E-04 to 1.0E-06 risk range for carcinogens, or the hazard index to exceed 1 for noncarcinogens for potential receptors located adjacent to the landfill.
(3) Treat or isolate soils in the immediate vicinity of leachate seeps to prevent contact or ingestion that would result in unacceptable carcinogenic or noncarcinogenic risks.	(3) Contaminated soils shall be removed to a depth of approximately three feet and consolidated under the landfill cap, consistent with substantive requirements of North Dakota Solid Waste Management Act and pertinent federal Solid Waste Land Disposal requirements [40 CFR Parts 241 and 257].
(4) Control leachate seeps to prevent the movement of contaminants by surface flow to off-site soil and surface water.	(4) Landfill cap shall be reconstructed in accordance with substantive requirements of North Dakota Solid Waste Management Act and pertinent federal Solid Waste Land Disposal requirements [40 CFR Parts 241 and 257] and Surface Water Control requirements [40 CFR Part 264].
(5) Manage landfill gas to ensure a low risk to air receptors.	(5) Air quality standards in accordance with pertinent requirements of 40 CFR Part 6, Subpart C, Parts 50, 52, 61, and 241, the North Dakota Solid Waste Management Act, and the North Dakota Air Pollution Control Regulations. Air, at or near the landfill surface, shall not contain contaminants at levels that cause the air to exceed the 1.0E-04 to 1.0E-06 risk range for carcinogens, or the hazard index to exceed 1 for noncarcinogens for potential receptors located adjacent to the landfill.
(6) Manage landfill gas to reduce gas pressure within the landfill in order to protect the cap.	(6) Pertinent requirements of the North Dakota Solid Waste Management Act and federal Solid Waste Land Disposal requirements [40 CFR Parts 241 and 257].
(7) Manage landfill gas to reduce pressure head buildup of leachate on the landfill base to minimize leachate migration to ground water.	(7) Pertinent requirements of the North Dakota Solid Waste Management Act and federal Solid Waste Land Disposal requirements [40 CFR Parts 241 and 257].
(8) Manage leachate to prevent exceedances of water quality standards in natural surface waters due to stormwater runoff from the site or discharge from a treatment facility.	(8) Water quality standards in accordance with SDWA [40 CFR Parts 141 and 143] and NPDES [40 CFR Parts 125, 136, and 403] requirements, Standards of Water Quality for the State of North Dakota, and North Dakota Pollutant Discharge Elimination System regulations.

Note: Performance Standards and citations reflect current references as of the issuance of the ROD.



1.07 RECORDKEEPING AND REPORTING

1.07a Records

Site Operations, Maintenance and Monitoring records will be retained in a digital format on file at the City's Public Works office for a minimum of ten years after the last action. Following the expiration of this time period, previously-submitted records may be available from NDDEQ or EPA.

1.07b Schedule Summary of Site Inspections, Monitoring, and Reporting

Each year, the following table shall be produced for the Site, and kept up to date in the Site records as required inspections, monitoring, and reporting are completed:

Table 1.07b: Schedule Summary of Site Monitoring, Inspections, and Reporting

Month	Site Inspections	Groundwater Monitoring	Gas Monitoring	NMOC Tier 1 Calculations	Annual Report
January			✓*		
February					
March	✓				✓
April	✓		✓		
May	✓	✓			
June	✓				
July	✓		✓		
August	✓				
September	✓				
October	✓		✓		
November				✓	
December					

**Year 1 only for baseline data collection.*

1.07c Site Annual Report

A Site Annual Report will be submitted annually in electronic format to the EPA and NDDEQ by March 1 of each year. The report shall include the following sections, for which more specific requirements are set forth in the applicable sections of this document, noted in parentheses below.

- (1) Schedule Summary of Site Monitoring, Inspections and Reporting (see **Section 1.07b**)
- (2) General Facility Inspection, Maintenance and Reporting (see **Section 2.04**)
- (3) Landfill Cap Management (see **Section 2.05**)
- (4) Leachate Management (see **Section 2.06**)
- (5) Landfill Gas Management (see **Section 2.07**)
- (6) Groundwater Quality (see **Section 2.08**)
- (7) Contingency Plan (see **Section 3.00**)

The City shall also provide written responses to applicable inquiries from EPA and NDDEQ within 30 days of their written request to the City.

2.00 FACILITY OPERATION, MAINTENANCE, MONITORING AND REPORTING

2.01 RESPONSIBILITY FOR COMPLIANCE

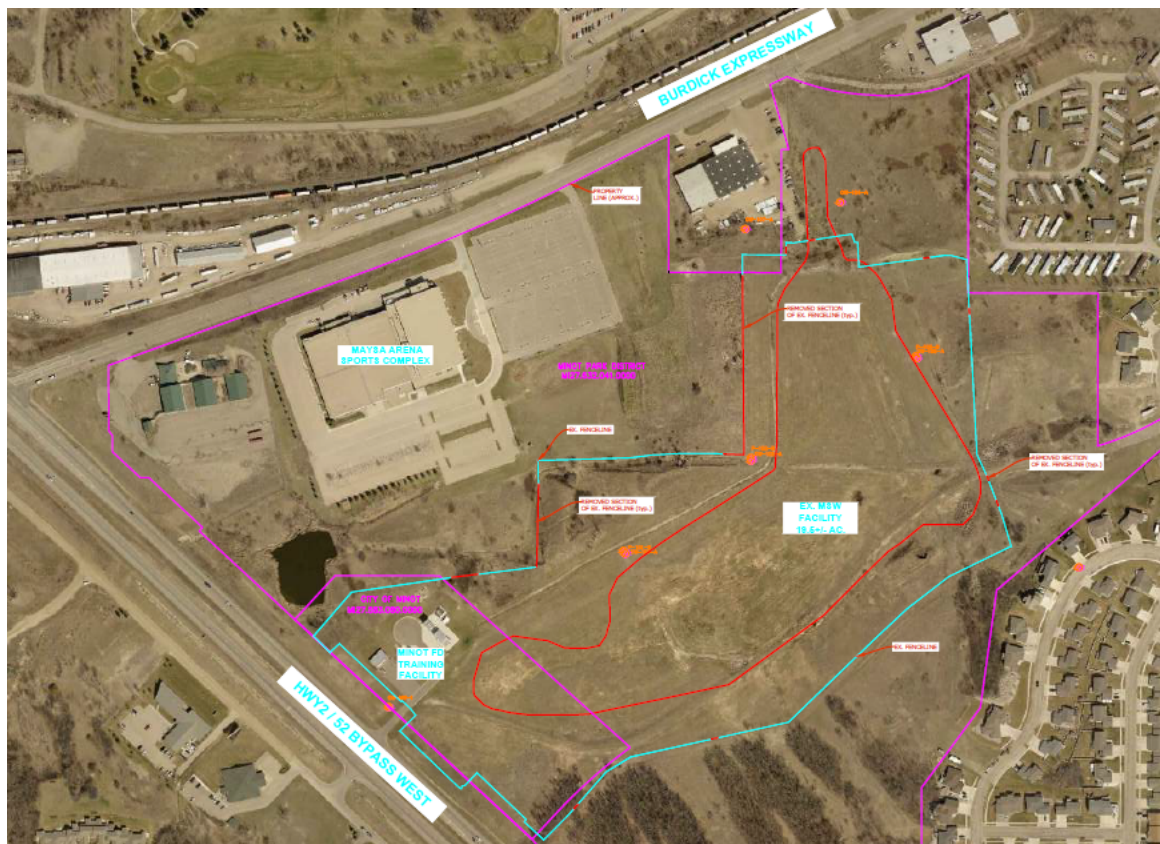
The City is responsible for the operation and maintenance of the Site under the terms of a Consent Decree between the United States of America, State of North Dakota and City of Minot, Civil Action A4-95-141A, U.S. District Court, District of North Dakota.

2.02 SITE ACCESS AND SECURITY

There is an existing six-foot-high security fence around the perimeter of the landfill. Monitoring wells, piezometers, and vehicular entrances into the landfill via the security fence gates will be kept locked when maintenance personnel are not present on the Site. Only City workers and others responsible for monitoring, maintenance, and inspections will be given keys to the locks.

Access for the reuse activities will be limited to pedestrian or bicycle access via openings approved by the City, EPA, and NDDEQ. To ensure the RA is kept intact, openings will be allowed in the fence at multiple key locations to allow access to the frisbee golf course as well as the cross country and mountain biking trails. Openings will be constructed such that foot or bicycle traffic can readily access the Site, and the entrance of motor vehicles and ATVs will be prevented. This will be accomplished by using bollards or other immovable objects placed in front of fence openings. To accommodate frisbee golf, several hundred feet of security fence will be removed along the north side of the Site. The Site will be monitored to ensure vehicular traffic remains off the cap. The 2023 Workplan included proposed locations for these fence openings:

Figure 2.02: 2023 Workplan Proposed Fence Openings



2.03 HEALTH AND SAFETY



Site health and safety requirements are addressed in the Health and Safety Plan (HASP).

2.04 GENERAL FACILITY INSPECTION, MAINTENANCE AND REPORTING

2.04a Regular Site Maintenance Activities

The City and the Park District will maintain the Site as follows, pursuant to a Memorandum of Understanding between the City and the Park District.

Table 2.04.a: Maintenance Schedule

Item	Schedule	Responsibility
(1) Mowing	As Needed	Park District
(2) Ditch / Stormwater Feature Cleaning	As Needed	Park District
(3) Leachate Drainpipe Cleaning	Monthly, March-October	City of Minot

The main purpose for regular mowing is to ensure deep rooting plants or trees are not growing into the clay cap. The Park District will allow native grasses to grow with cross country or mountain biking trails being mowed paths. Paths across the landfill cap will be monitored for rutting or vegetative cover damage and will be relocated or repaired as necessary.

Any proposal to discontinue maintenance items, in whole or in part, will be submitted to the EPA and NDDEQ for approval prior to implementation. No discontinuation is permissible until and unless EPA and NDDEQ have provided their written approval.

2.04b Site Inspection Frequency

At a minimum, the Site will be inspected as indicated in **Tables 2.04b.1 and 2.04b.2**. Duties of the Park District, notwithstanding the City's obligations mentioned in **Section 2.01**, are pursuant to a Memorandum of Understanding between the City and the Park District.

Any proposal to discontinue inspections, in whole or in part, will be submitted to the EPA and NDDEQ to obtain approval prior to implementation. No discontinuation is permissible until and unless EPA and NDDEQ have provided their written approval.



Table 2.04b.1: Park District Monthly Site Inspection Category List

Item	System(s)
(1) Vandalism	All
(2) Uncontrolled vegetative growth	Cap
(3) Erosion on landfill surface	Cap
(4) Excessive rutting or lack of vegetation from trail activities	Cap
(5) Damage by or indication of presence of rodents or burrowing animals	Cap
(6) Stressed vegetation	Cap
(7) Excessive settlement of landfill cap	Cap
(8) Leachate seepage on or around the landfill cap, including well abandonment locations within the landfill waste boundaries	Cap, Leachate Drain
(9) Groundwater monitoring wells – well should be intact with lock in place	Groundwater
(10) Blocking or improper functioning of stormwater drainage structures, especially catch basins, culverts, and ditches	Surface Water
(11) Blocking or improper functioning of gas vents	Gas
(12) Integrity of fence and locking gates, especially on steep banks where erosion may displace fence posts.	Fence

The items in this table will be inspected monthly from March through October of each year.

Table 2.04b.2: City of Minot Site Inspection Category List and Schedule

Item	System(s)	Schedule
(1) Stressed vegetation	Cap	Semiannually in March and October
(2) Excessive settlement of landfill cap	Cap	Semiannually in March and October
(3) Leachate seepage on or around the landfill cap, including well abandonment locations within the landfill waste boundaries	Cap, Leachate Drain	Semiannually in March and October
(4) Blocking or improper functioning of leachate drain	Leachate Drain	At time of groundwater sampling
(5) Groundwater well damage or improper functioning	Groundwater	At time of groundwater sampling
(6) Blocking or improper functioning of gas vents	Gas	Annually



2.04c Operations and Maintenance Reporting

Operations and Maintenance records will be retained in a digital format on file at the City's Public Works office for a minimum of ten years from the date of the record.

Operations and Maintenance reporting shall be submitted annually in electronic format to the EPA and NDDEQ as part of the Site Annual Report, and shall include the following:

- (1) Summary of inspections throughout the year, issues encountered, and any mitigative or remedial actions necessary.
 - a. Completed Site inspection checklists,
 - b. Photographs taken during Site inspections,
 - c. Documentation of required notifications and performance thereof as applicable, or an indication that no notifications were required during the reporting period, and
- (2) Proposed activities for subsequent reporting submittal (if at all different from those specified herein).
- (3) Anticipated date of subsequent reporting submittal.

2.05 LANDFILL CAP MANAGEMENT

2.05a Landfill Cap Function and Configuration

The landfill cap is intended to limit precipitation infiltration and prevent direct contact with landfill contents including solid waste, leachate, and gas.

In accordance with Performance Standard number 1 in **Table 1.06**, the landfill cap was designed to be a minimum of three feet thick, consisting of (from top to bottom) a minimum six-inch-thick layer of topsoil, a minimum twelve-inch-thick layer of clay-rich rooting soil material, and a minimum eighteen-inch-thick layer of clay. The surface of the cap is vegetated with native grasses.

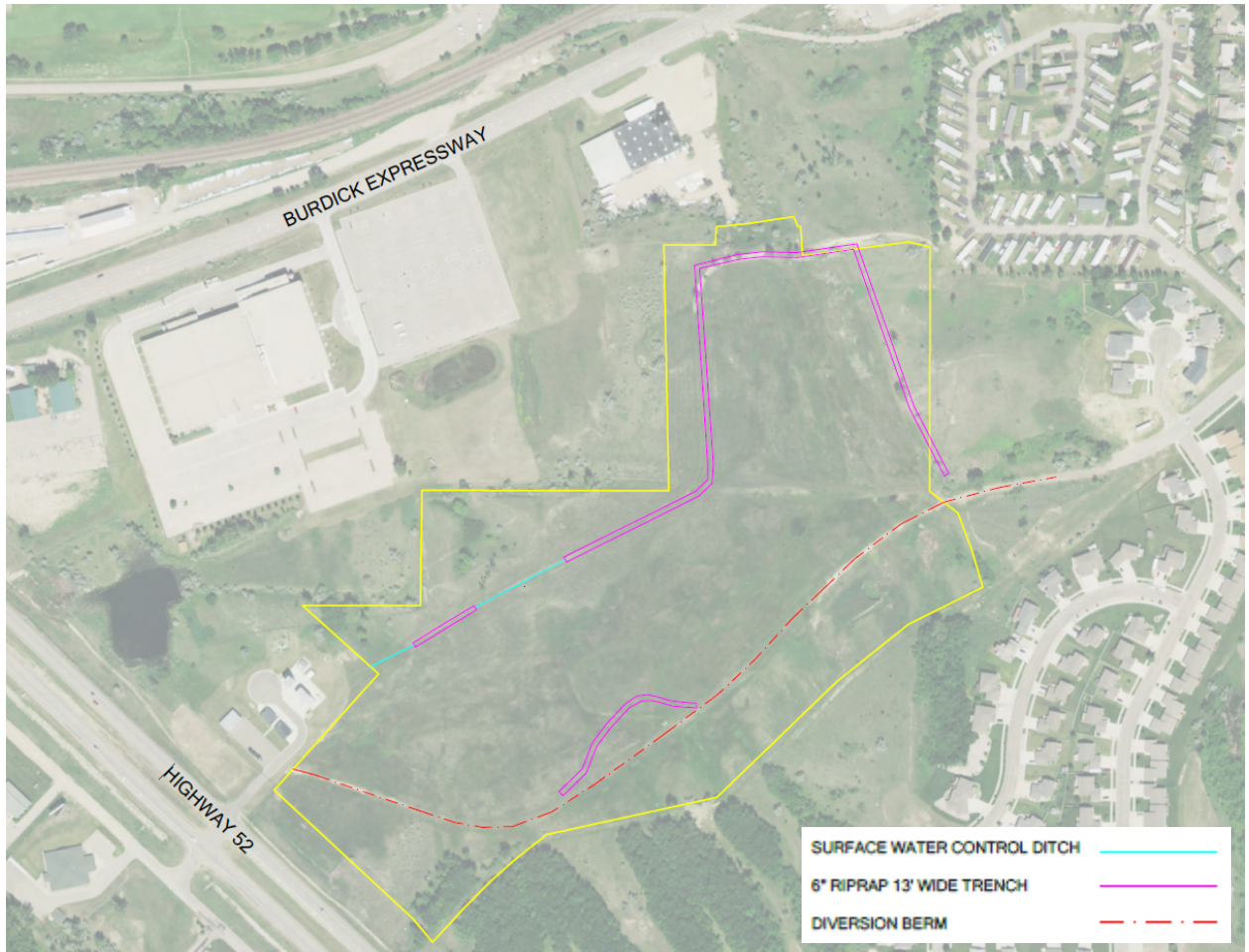
2.05b Surface Water Controls

All stormwater controls must be compliant with North Dakota's laws and regulations and the City's ordinances and regulations, and shall not interfere with selected remedy in the ROD.

Surface water controls include ditches and berms along the edges of the landfill to control stormwater run-on and runoff. Diversion berms constructed within the landfill reduce the potential for stormwater to erode the cap. All stormwater controls and drainage culverts will be maintained clear of debris to ensure successful operation.

The majority of stormwater from the landfill drainage area, including several off-site areas, is routed to catch basins within the landfill, which allow surface water to flow off-site to the north via storm sewers. Pertinent locations are riprapped to reduce the potential for erosion.

Figure 2.05b: Surface Water Controls



2.06 LEACHATE MANAGEMENT

Leachate within the landfill is extracted by a perforated high-density polyethylene (HDPE) drainpipe installed approximately eight feet below the surface of the landfill and extending from the south to the north through approximately the center of the landfill. The leachate drain is intended to lower the leachate level in the landfill to help prevent leachate seeps through the cap and to reduce the potential for leachate migration from the landfill into the groundwater. The drainpipe discharges leachate to the sanitary sewer adjacent to the Site, from which it flows to the City's WWTP. The approximate location of the leachate drain is shown in **Figure 2.06**.

Figure 2.06: Leachate Drain

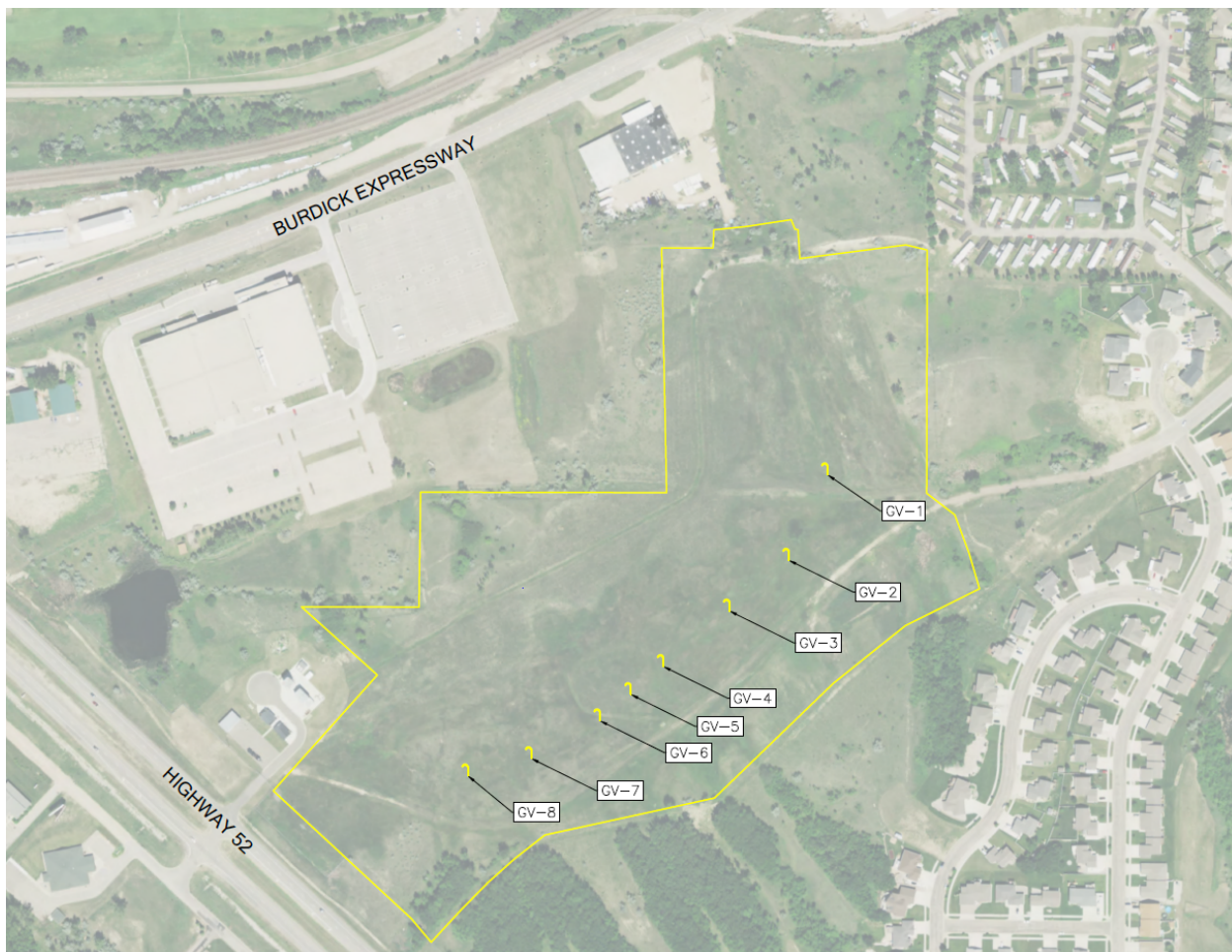


2.07 LANDFILL GAS MANAGEMENT

2.07a Passive Gas Venting System

Vertical PVC riser pipes extending from the leachate drain allow passive gas venting from the landfill. Eight passive gas vents are located throughout the Site, the approximate locations of which are depicted in **Figure 2.07a**. The passive vents are intended to control LFG to reduce pressures in the landfill that can damage the landfill cap and can increase the potential for leachate migration. Removable wind turbines installed at the top of each riser pipe help to draw gas from the landfill by creating small negative pressures.

Figure 2.07a: Passive Gas Vent Locations



Prior to the Park District promoting public access to the Site, gas vents will be extended to a minimum height of ten feet above the finished cap to deter tampering.

2.07b Gas Quality Monitoring

1. Objectives

Gas quality monitoring will be performed on the Site to help ensure that the public is not exposed to harmful levels of gases typically generated by landfills. Compliance goals are based in part on the EPA's criteria pollutants for ambient air, New Source Performance Standards (NSPS) and Emission Guidelines (EG) for air emissions from new and existing municipal solid waste landfills published in the Code of Federal Regulations, and North Dakota Administrative Code performance criteria for municipal solid waste landfills included in ND Admin. Code § 33.1-20-06.1-02(4).

2. Ambient Air Standards

The EPA's criteria air pollutants include carbon monoxide (CO), lead (Pb), ground-level ozone (O₃), particulate matter (PM), nitrogen dioxide (NO₂), and sulfur dioxide (SO₂). Ambient Air Quality Standards based on State of North Dakota and Federal guidelines include these items, as well as Hydrogen Sulfide (H₂S). These ambient air quality standards are summarized in **Table 2.07b.1**.

Table 2.07b.1: Federal and North Dakota State Ambient Air Quality Standards

Pollutant	Averaging Period	North Dakota		Federal	
		ug/m ³	ppb	ug/m ³	ppb
Carbon Monoxide (CO)	1-hour ^a	40,000	35,000	40,000	35,000
	8-hour ^a	10,000	9,000	10,000	9,000
Lead	3-month ^b	0.15	--	0.15	--
Nitrogen Dioxide (NO ₂)	Annual ^c	100	53	100	53
	1-hour ^d	188	100	188	100
Ozone (O ₃)	8-hour ^e	137	70	137	70
	24-hour ^f	150	--	150	--
Particulate Matter	24-hour ^g	35	--	35	--
	Annual ^h	12	--	9	--
Sulfur Dioxide (SO ₂)	1-hour ⁱ	196	75	196	75
	3-hour ^a	1,309	500	1,309	500
	24-hour ^{a*}	--	--	365	140
	Annual ^{c*}	--	--	80	30
Hydrogen Sulfide (H ₂ S)	Instantaneous	14,000	10,000	--	--
	1-hour ^j	280	200	--	--
	24-hour ^a	140	100	--	--
	Quarter	28	20	--	--

Notes:

- a. Not to be exceeded more than once per calendar year.
- b. Not to be exceeded by a rolling three-month arithmetic mean.
- c. Annual arithmetic mean.
- d. Three-year average of 98th percentile of 1-hour daily maximum concentrations.
- e. Three-year average of the annual fourth-highest daily maximum 8-hour concentrations.
- f. Not to be exceeded more than once per year on average over a three-year period.
- g. Three-year average of the 98th percentile values.
- h. Three-year average of annual concentrations.
- i. Three-year average of 99th percentile of 1-hour daily maximum concentrations.
- j. Not to be exceeded more than once per month.
- * The 24-hour and Annual SO₂ standards were revoked per the 2010 rulemaking. However, these standards will remain in effect until one year after attainment status designations for the 2010 1-hour SO₂ standard are complete for a given area.



3. Landfill Emissions Standards

LFG is generated via microbial decomposition of municipal solid waste (MSW) in a landfill under aerobic or anaerobic conditions. MSW initially undergoes aerobic microbial activity that produces predominately nitrogen gas and carbon dioxide. As oxygen levels decline, gas composition changes to a mixture of methane and carbon dioxide. LFG typically contains a small percentage of non-methane organic compounds (NMOC). The NMOC fraction consists of various organic hazardous air pollutants (HAPs), greenhouse gases, and volatile organic compounds (VOCs).

NSPS and EG for air emissions from new and existing municipal solid waste (MSW) landfills were promulgated on March 12, 1996. The NSPS, 40 CFR Part 60, Subpart WWW, are federal regulations affecting air emissions for MSW landfills that began construction, modification, or reconstruction on or after May 30, 1991. The EG, 40 CFR, part 60, subpart Cf, regulates existing landfills that accepted waste after November 8, 1987, and that commenced construction, reconstruction or modification on or before July 17, 2014. NSPS and EG require owners of new and existing MSW landfills to submit a design capacity report to the NDDEQ to determine ultimate facility capacity. Landfills equal to or larger than 2.5 million megagrams (Mg) or 2.5 million cubic meters (m³) must provide periodic estimates of annual NMOC, either through calculation using standard assumed values or based on site-specific measurements.

It is notable that, based on age and capacity, this Site is not subject to these requirements; however, these standards provide an established benchmark for quantification and evaluation of estimated LFG emissions.

EPA's final rule provides a tiered system under which the landfill owner or operator can determine whether specified thresholds are exceeded. The first tier (Tier 1) of this system requires comparison of the calculated NMOC mass emission rate using a specified concentration of NMOC to the standard of 34 Mg per year.

From 40 CFR § 62.16718(a)(1)(ii):

$$M^{NMOC} = \text{Mass Emission Rate of NMOC (Mg/year)} = 2 L_0 R (e^{-kc} - e^{-kt}) (C_{NMOC}) (3.6 \times 10^{-9})$$

where

L_0 = Methane Generation Potential (m³/Mg) = 170 m³/Mg

R = Average Annual Acceptance Rate (Mg/yr); Based on historical records, R = 176,865 Mg/yr

k = Methane Generation Rate Constant (yr⁻¹) = 0.02/yr

c = Time Since Closure (yr); This landfill closed in 1971.

t = Age of Landfill (yr); This landfill opened in 1961.

C_{NMOC} = Concentration of NMOC as specified in 40 CFR § 62.16718(a)(1) =
4000 ppmv as hexane

If the resulting emission rate is less than 34 Mg per year, then the owner or operator must submit an NMOC emission rate report and must recalculate the NMOC mass emission rate annually.

4. Explosive Limit Standards

Methane is the most likely LFG constituent to pose an explosion hazard. Other flammable LFG constituents such as Ammonia and NMOCs are unlikely to be present at concentrations high enough to pose an explosion hazard. However, the flammable NMOCs do contribute to total explosive hazard when combined with methane in a confined space.

Table 2.07b.2: Explosive Limits of Common Landfill Gas Components

Landfill Gas Component	Lower Explosive Limit (%)	Upper Explosive Limit (%)
Methane	5	15
Carbon Dioxide (CO ₂)	Not flammable or explosive.	
Nitrogen Dioxide (NO ₂)	Not flammable or explosive.	
Oxygen (O ₂)	Not flammable, but necessary to support explosions.	
Ammonia (NH ₃)	15	28
NMOCs		
Acrylonitrile	3	17
Benzene	1.2	7.8
1,1-dichloroethane	5.4	11.4
cis-1,2-dichloroethylene	5.6	12.8
Dichloromethane	13	23
Carbonyl Sulfide	12	29
Ethyl Benzene	0.8	6.7
Hexane	1.1	7.5
Methyl Ethyl Ketone	1.4 @ 200°F	11.4 @ 200°F
Tetrachloroethylene	Not combustible	Not combustible
Toluene	1.1	7.1
Trichloroethylene	8	10.5
Vinyl Chloride	3.6	33
Xylenes	0.9-1.1	6.7-7.0
Hydrogen Sulfide (H ₂ S)	4	44

As a precaution, due to public access to the Site, gas monitoring will follow ND Admin. Code § 33.1-20-06.1-02(4). According to ND Admin. Code § 33.1-20-06.1-02(4), methane and other gases from waste decomposition may not be allowed to migrate laterally from the landfill so as to endanger structures, environmental resources, or adjacent properties. The concentration of methane gas generated by landfills on the facility must not exceed twenty-five percent of the lower explosive limit for methane in structures or appurtenances on the facility and must not exceed the lower explosive limit for methane at the facility boundary. Monitoring of methane gas must be conducted at least quarterly as indicated in **Table 1.07b**,



with actual frequency of monitoring taking into consideration such factors as the facility site conditions, hydrogeologic conditions surrounding the site, or climate of the area.

5. Gas Monitoring Procedures

Calculated estimates of NMOC emissions from the landfill will be generated annually based on Tier 1 calculations as described in **Section 2.07.b.3**.

Gas quality monitoring on Site will be performed quarterly for the first year for baseline data collection, and thereafter will be performed three times per year, with no monitoring in winter due to typically higher atmospheric pressures. Gas monitoring will be primarily performed using a portable gas meter. Upon arrival to the site, monitoring personnel will verify the following information using the National Weather Service website, and shall record the information on the applicable field data form:

Table 2.07b.3: Weather Data Verification for Gas Monitoring

Condition	Unit
Temperature	°F
Cloud Cover	Estimated %
Humidity	%
Wind Direction	Cardinal Direction Degrees (N = 0°, E = 90°, S = 180°, W = 270°)
Wind Speed	mph
Barometric Pressure	In Hg
Dewpoint	°F
Visibility	mi
Wind Chill	°F

In order to proceed with gas quality monitoring, no precipitation can be in progress, wind speed must be 15 mph or less, and barometric pressure must be between 29 and 31 in Hg (mercury). If weather conditions are not suitable for gas monitoring, monitoring personnel will reschedule the monitoring for the next business day that forecast weather conditions are suitable.

If weather conditions are suitable for gas monitoring, monitoring personnel will proceed to the farthest upwind gas vent. Monitoring personnel will take position on the ground at the gas vent directly downwind of the vent and shall procure ambient air readings for the parameters indicated in **Table 2.07b.4** with the meter located as close to the vent as possible, and at a height of approximately five feet above the ground. Particulate matter will not be measured using a meter; however, any visually apparent particulate matter in the air shall be noted.

Measured concentrations will be recorded on the Gas Quality Monitoring Form, available in **Appendix 1**.



Gas monitoring will be performed likewise at each of the eight gas vents, proceeding in order from upwind to downwind. Suitable atmospheric conditions will be verified and recorded prior to monitoring at each vent, and the Gas Quality Monitoring Form completed for each vent.

Following completion of gas monitoring at the vents, similar gas monitoring will be performed on the interior of the leachate manhole, followed by the interior of each gas vent. The vents may be monitored in any order, but shall be monitored after the vent perimeters and leachate manhole interior. The points of measurement for gas quality readings in structures and vents shall be a minimum of three feet from the top of the structure.

Table 2.07b.4: Gas Monitoring Parameters

Parameter	Actionable Range in Ambient Air (%)	Actionable Range in Gas Vent (%)	Actionable Range in Manhole (%)
Methane	>1.25 ¹	1.25-15	>1.25 ¹
Carbon Dioxide (CO ₂)	>3 ²	N/A	N/A
Carbon Monoxide (CO)	>0.02 ²	N/A	N/A
Hydrogen Sulfide (H ₂ S)	Detectable by Meter	1-44	>1 ¹
Oxygen (O ₂)	N/A	N/A	N/A

Notes: 1. 25% of Lower Explosive Limit (Methane standard set forth in ND Admin. Code § 33.1-20-06.1-02.4)

2. National Institute for Occupational Safety and Health (NIOSH) Recommended Exposure Limit
(for shortest time limit published in NIOSH Pocket Guide to Chemical Hazards)

6. Gas Quality Reporting

Gas quality reporting shall be submitted annually in electronic format to the EPA and NDDEQ as part of the Site Annual Report, and shall include the following:

- (1) Summary of gas quality monitoring and results; and
- (2) NMOC emissions calculation.

In addition, accordance with ND Admin. Code § 33.1-20-06.1-02(4), if methane gas levels exceed twenty-five percent of the lower explosive limit for methane in structures or appurtenances on the facility or if methane gas levels exceed the lower explosive limit for methane during ambient air testing, the City will provide written notification the EPA and NDDEQ within seven days of discovery of the exceedance.

2.08 GROUNDWATER QUALITY

2.08a Objectives

2.08b Groundwater Monitoring Wells

1. Monitoring Well Network

Seven groundwater monitoring wells are located throughout the Site to monitor for the potential future releases of contamination above performance standards to the surficial aquifer. Locations of the groundwater monitoring wells are depicted in **Figure 2.08b.1** and tabulated in **Table 2.08b.1**. Numbered piezometers are nested respectively with monitoring wells of like numbers.

Figure 2.08b.1: Groundwater Monitoring Wells



Table 2.08b.1: Groundwater Monitoring Well Locations

Well ID	Northing	Easting	Ground Elevation (ft MSL)
OM-MW-1	444750.038	1766084.835	1698.761
OW-101-A	445223.923	1766814.111	1677.837
OW-102-A	445510.674	1767202.71	1652.600
OW-103-A	446565.224	1767335.797	1595.898
OW-104-A	446308.923	1767478.01	1601.857
OW-105-A	445825.264	1767713.052	1634.923
OW-107-A	446226.059	1767184.661	1600.829
P-101-B	445231.646	1766808.38	1677.924
P-102-B	445518.367	1767203.065	1652.004
P-103-B	446574.385	1767335.602	1595.861
P-105-B	445831.837	1767711.253	1634.940

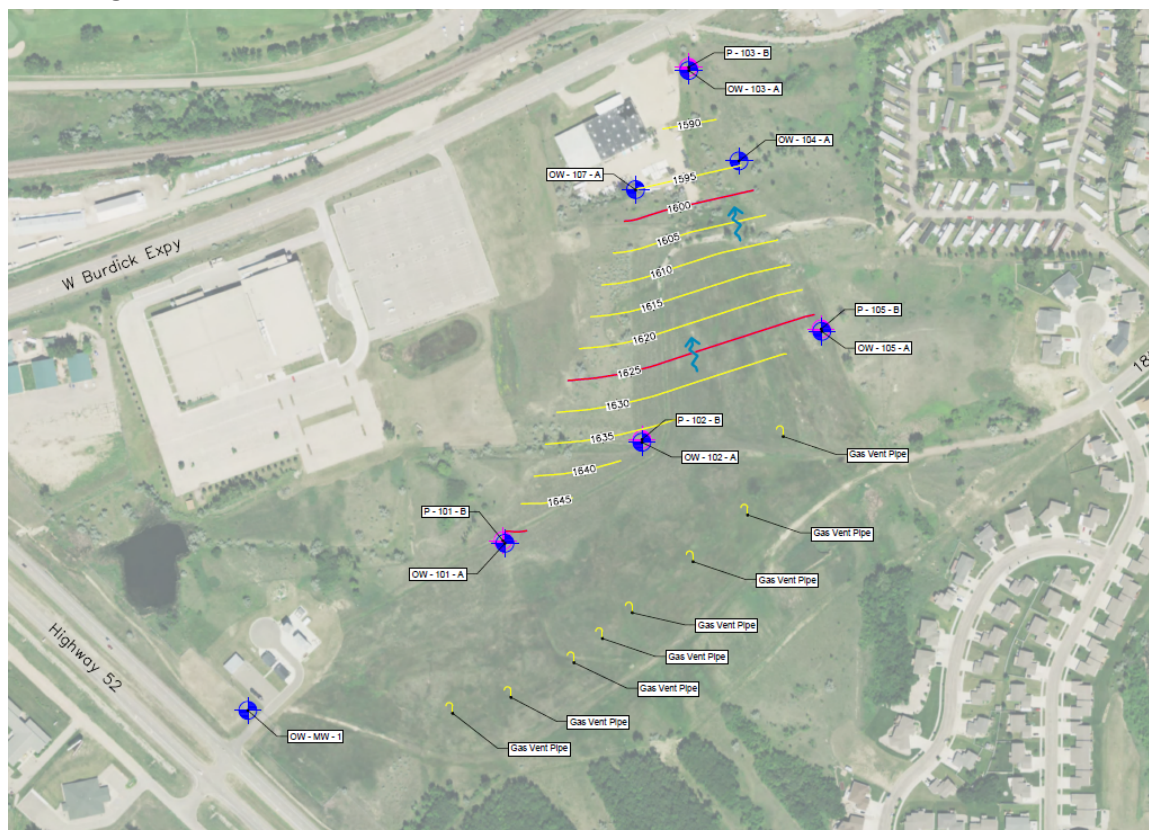
Data furnished by the City of Minot.

Horizontal Datum: North Dakota State Plane NAD83, North Zone, Distance Unit: US Survey Foot

Vertical Datum: NAVD88

Piezometric contours were developed based on groundwater monitoring well static water level data collected during a recent groundwater sampling event. These contours are depicted in **Figure 2.08b2**.

Figure 2.08b.2: Groundwater Well Static Water Level Piezometric Contours





Monitoring Well OW-MW-1 is upgradient of the landfill. Monitoring Wells OW-101-A, OW-102-A, and OW-105-A are located within the facility property boundary. Monitoring Wells OW-103-A, OW-104-A, and OW-107-A are downgradient of the landfill property.

Table 2.08b.2: Groundwater Monitoring Well and Piezometer Functions

Well ID	Purpose
OM-MW-1	Background Groundwater Quality and Water Level
OW-101-A	Downgradient Groundwater Quality and Water Level
OW-102-A	Downgradient Groundwater Quality and Water Level
OW-103-A	Downgradient Groundwater Quality and Water Level
OW-104-A	Downgradient Groundwater Quality and Water Level
OW-105-A	Downgradient Groundwater Quality and Water Level
OW-107-A	Downgradient Groundwater Quality and Water Level
P-101-B	Water Level
P-102-B	Water Level
P-103-B	Water Level
P-105-B	Water Level

2. Well Abandonment or Removal

Should well abandonment or removal be proposed in the future, all applicable North Dakota Well Abandonment Rules [ND Admin. Code § 33.1-18-02-10] must be followed. Well abandonment or removal must be approved in writing by the EPA and NDDEQ prior to such abandonment or removal.

2.08c Groundwater Monitoring Procedures

1. Groundwater Quality Sampling

As specified in the ROD, groundwater sampling will be performed at the existing monitoring wells outside the waste limits as shown on **Figure 2.08b**. The purpose for monitoring each well is described in **Table 2.08b**. All the wells are screened in the surficial aquifer. Detailed well diagrams showing the depth, casing, screen interval, and backfill material are included in **Appendix 2**.

The wells were sampled quarterly for the first year after RA construction and have since been sampled annually, in accordance with the ROD.

For each monitoring event, the wells should be sampled in order of potentially increasing contamination. The sampling order is typically determined by the results of the previous monitoring event. This procedure will help limit the possibility for cross-contamination of the wells during sampling. Unless sampling results dictate a change based on groundwater quality results, the sampling order will be: OW-MW-1, OW-101-A, OW-102-A, OW-107-A, OW-105-A, OW-103-A, and OW-104-A.

Groundwater quality analytical parameters, methods, proposed detection limits, and standards are shown in **Table 2.08c**.

Table 2.08c: Groundwater Quality Analytical Parameters, Methods, and Standards

Grouping	Analyte	Analytical Method	Proposed Minimum Detection Limits (ug/L)	Performance Standards (ug/L)		
				MCL ⁽¹⁾	MCLG ⁽²⁾	SMC ⁽³⁾
Benzene & Compounds	Benzene	EPA 8260	0.3	5	0	--
	Toluene	EPA 8260	0.8	1,000	1,000	--
Halogenated Aliphatics	t-1,2-Dichloroethene	EPA 8260	1.0	100	100	--
	Tetrachloroethene	EPA 8260	0.5	5	0	--
	Vinyl Chloride	EPA 8260	0.5	2	0	--
Inorganics	Barium	EPA 200.7	10	2,000	2,000	--
	Chromium	EPA 200.7	50	100	100	--
	Copper	EPA 200.7	50	--	1,300	1000
	Zinc	EPA 200.7	50	--	--	5,000

Notes: The performance standards are the maximum contaminant levels (MCLs), maximum contaminant level goals (MCLGs), or secondary maximum contaminant levels (SMCLs) cited in 40 CFR 141 and 40 CFR 143, as required by the ROD.

(1) Maximum contaminant levels (MCLs) according to 40 CFR 141.11, 141.61 and 141.62.

(2) Maximum contaminant level goals (MCLGs) according to 40 CFR 141.50 and 141.51.

(3) Secondary maximum contaminant levels (SMCLs) according to 40 CFR 143.3.

The parameters were selected by:

1. Starting with the list of Chemicals of Concern (COCs) presented in Table 1 on page 13 of the ROD for all media (soil, air, etc.);
2. Eliminating COCs which were not detected in either groundwater or leachate during the RI;
3. Eliminating COCs which do not have either a maximum contaminant level (MCL), a maximum contaminant level goal (MCLG), or secondary maximum contaminant level (SMCL); and
4. Eliminating the polychlorinated biphenyl Aroclor 1254 which was detected in a leachate sample but was not detected in any of the monitoring wells surrounding the landfill. Aroclor 1254 is relatively insoluble in water and would not be expected to migrate away from the landfill.

Samples will be grab samples. Methods for well stabilization, purging, sample collection, decontamination, and Quality Assurance and Quality Control (QA/QC) procedures are specified in the QAPP.



2. Groundwater Level Monitoring

An electronic water level measuring device will be used to measure water levels at the piezometers and monitoring wells described in **Table 2.08b.2** annually. Water level measurements for each event should occur in order of potentially increasing contamination. The monitoring order is typically determined by the water quality results of the previous monitoring event. This procedure will help limit the possibility for cross-contamination of the wells during monitoring. Unless sampling results dictate a change based on groundwater quality results, the sampling order will be: OM-MW-1, P-101-B, OW-101-A, P-102-B, OW-102-A, OW-107-A, P-105-B, OW-105-A, P-103-B, OW-103-A, and OW-104-A.

Additionally, the probe and several feet of measuring tape from the probe will be decontaminated prior to measuring the water level at each well. Decontamination will consist of cleaning with a solution of phosphate-free detergent followed by a distilled water rinse.

Water level measurements will be taken prior to sampling so that water levels will be representative of static aquifer conditions which may be altered by well sampling stabilization procedures. Water levels will be measured to 0.01 foot.

All groundwater level readings for the system will be performed on the same day and within as short a time span as practical to limit possible interferences caused by fluctuations in the water table.

Time, well identification, and depth to groundwater will be recorded in a fillable pdf form during sampling; the completed form will be stored in pdf format. The field logbooks will be reviewable in pdf or compatible format.

3. Leachate Monitoring

The City's WWTP has indicated that no leachate quality or flow monitoring is required for treatment purposes. This was confirmed by the City Utilities Director. However, since the leachate collection line collects groundwater/leachate from a large area beneath the landfill, the effluent will be sampled and analyzed to provide a general indicator of water quality within the landfill. The leachate samples will be collected on the same schedule as groundwater samples from the monitoring wells.

The leachate sample will be a grab sample collected at the sanitary sewer manhole shown in **Figure 2.08c**.

Figure 2.08c: Leachate Sampling Location



The sampling methods are summarized in the QAPP.

Any proposal to discontinue leachate sampling must be first approved in writing by the EPA and NDDEQ prior to discontinuation of leachate sampling. No discontinuation is permissible until and unless EPA and NDDEQ have provided their written approval.

2.08d Groundwater Quality Reporting

The City must submit groundwater sampling and monitoring results annually to EPA and NDDEQ on or before March 1.

Reports must include the following:

- Summary of monitoring dates and locations;
- Summary of groundwater quality results;
- Summary of leachate quality and results; and
- Appended data for all chemical and physical analyses, including QA/QC data and water level measurements.

Any proposal to discontinue sampling and monitoring, in whole or in part, will be submitted to the EPA and NDDEQ to obtain approval prior to implementation. No discontinuation is permissible until and unless EPA and NDDEQ have provided their written approval.



3.00 CONTINGENCY PLAN

3.01 GENERAL

3.01a Contingency Plan Objective

This section presents potential additional response actions which may be necessary to meet the performance standards set forth in the ROD and ESDs and is therefore dubbed the Contingency Plan.

The purpose of the Contingency Plan is to:

- Identify occurrences at the Site such as natural disasters, vandalism, accidents, or failure of constructed design features that could lead to the release of solid waste, leachate, or gas which may in turn endanger human health or the environment.
- Establish the sequence and timing of response actions that would minimize hazards to human health or the environment.

Each contingency set forth herein has several possible solutions, and no contingency plan can directly address all circumstances encountered. Therefore, the City shall notify the EPA and NDDEQ of any incident within 12 hours of the incident, and regular discussions will be held on proposed actions and response status.

3.01b Records Storage and Access

A copy of this Contingency Plan will be kept at the following location at all times for reference by operations personnel and regulatory inspection personnel:

City of Minot
Public Works Department
1025 31st Street Southeast
Minot, ND 58701

The plan may be viewed by visiting or mailing a request to the City of Minot Public Works Department at the above address, via phone request to the City Utilities Director at (701) 857-4140, or via email request to PublicWorks@minotnd.gov.

3.02 EMERGENCY SERVICES

The Site is within a "911" service area. Ambulance service will be provided by the best available provider at the time of the emergency call.

At a minimum, on-site workers should have limited first aid and emergency equipment on-site for use during an emergency. The emergency equipment should consist mainly of first aid supplies and communication devices. Two primary emergency scenarios may occur: fire and accidents. Both emergencies may vary in extent of damage. The City will specify a safety officer to act as a coordinator during an emergency.



Procedures to be followed during an emergency (fire or accident) are as follows:

1. Evaluate extent of fire/accident.
2. Call 911 (if necessary). Ensure access for emergency responders as applicable and appropriate.
3. Close off fire area.
4. Utilize on-site equipment or materials to contain fire and begin extinguishing fire.
5. Work with Minot Fire Department to extinguish fire.
6. Notify EPA and NDDEQ within 12 hours of the emergency.
7. Evaluate impact of fire on landfill integrity.

Emergency actions for releases of waste materials are described in the Contingency Plan.

3.03 POTENTIAL CONTINGENCIES

Certain events that may occur at the Site could lead to the release of waste, leachate, or gas into the environment. These events could be the result of natural disasters, accidents, vandalism, or failure of constructed design features, etc. The contingencies identified herein have been divided into three categories: event-triggered contingencies, inspection-triggered contingencies, and monitoring-triggered contingencies. All three categories are discussed below.

3.03a Event-triggered Contingencies

Event-triggered contingencies may include but are not limited to severe rainfall, flood, leachate treatment difficulty, grass fire, or other sudden, unanticipated events. **Table 3.03a** lists potential event-triggered contingencies and strategies to address them.

Table 3.03a: Event-Triggered Contingencies

Event-Triggered Contingency	Result	Trigger Point(s)	Action
(1) Severe Rainfall	Threatened Embankment Stability	Cracking of landfill cap other than apparent shrinkage cracks, subsidence in excess of one inch.	Notify; report; immediately assess damage visually; immediately place sandbags, soil fill or riprap to temporarily stabilize embankment; check for cracking and differential movement; evaluate condition and design and prepare permanent repair procedures report; implement recommendations.
	Erosion	Erosion of landfill cap in excess of three inches deep.	Notify; report; within five days place temporary erosion controls, such as hay bales, erosion control mats, silt fences, or mulch; assess damage; make permanent repairs.



	Damaged Surface Water Control	Breaches of surface water berms not able to be addressed by routing maintenance activities, inoperable drainage feature not able to be cleaned by routine maintenance activities.	Notify; report; within five days place sandbags, soil fill and/or temporary piping to make surface water controls temporarily functional; remove sediments from outlets; evaluate and make permanent repairs.
(2) Grass/ Subsurface Fire	Damaged Vegetation, Waste Burning	Fire not immediately extinguishable	Notify; report; contact Minot Fire Department if necessary to extinguish fire; clear access roads for equipment access; immediately place soil over fire or use water to extinguish fire as appropriate; place temporary erosion controls; revegetate.
(3) Wastewater Treatment Plant (WWTP) Treatment Difficulty	Potential for City WWTP Discharge to be Out of Compliance with NPDES Permit Discharge Limits	Noncompliant effluent monitoring results	Notify; report; measure/sample leachate drain discharge and determine if Site discharge is causing WWTP difficulties; evaluate options for additional monitoring or pretreatment; determine and implement appropriate follow-up action.
(4) Explosion	Fire, Damage from Explosion	Explosion event	Notify; report; contact Minot Fire Department if necessary to extinguish fire, evaluate damage, determine and implement appropriate follow-up action.
(5) Severe Odor Complaints	Uncomfortable Conditions for Nearby Residents	Actionable odor presence as verified by Minot First District Health Unit	Notify; report; contact First District Health Unit to perform site inspection; verify and determine significance of odors, and determine if odors are a short- or long- term problem; evaluate options for reduction of odors to acceptable levels; determine and implement appropriate follow-up action.
(6) Vandalism	Potential for Hazards to	Vandalism resulting in unauthorized access or	Notify; report; perform appropriate temporary repairs as soon as possible

Human Health exposure to health to make the damaged system
or the hazards temporarily functional; implement
Environment permanent repairs as soon as
practicable.

*Notes: Notify - Action requires notification to EPA and NDDEQ within 7 days of the event-triggered contingency.
Report - Action requires plan and schedule of proposed corrective measures to be prepared and submitted
to NDDEQ and EPA within 14 days for review and approval unless other arrangements are agreed to upon
notification.*

3.03b Inspection-triggered Contingencies

Inspection-triggered contingencies may include but are not limited to signs of distress in the landfill cap, unacceptable leachate head increase, surface drainage problems, or other visually-apparent items. **Table 3.03b** lists specific items to be checked during regular facility inspections and triggers for further action.

Table 3.03b: Inspection-Triggered Contingencies

Inspection-Triggered Contingency	Result	Trigger Point	Action
(1) Leachate Seepage at Four Known Historical Point Seeps (See Section 3.04c.5)	Continued Seepage at the Ground Surface	Notation of active seepage.	Notify; report; develop plan for installation of leachate collection system laterals; implement plan.
(2) Leachate Seepage in Previously Unidentified Location	Potential for Surface Water Contamination	Notation of active seepage.	Notify; report; immediately assess damage; within five days place temporary berm(s) to control seep; pump contaminated water to leachate drain; evaluate cause; design and implement permanent repairs.
(3) Leachate Head Increase	Potential for Leachate Seepage and Gas System Impairment	Leachate head in excess of 12 inches above invert of leachate collection system as measured semiannually at gas vents 1 & 8.	Notify; report; evaluate cause of leachate head buildup; determine and implement appropriate follow-up action.
(4) Erosion or Degradation of Cap	Increased Leachate Generation, Potential	Notation of erosion or	Notify; report; immediately assess damage; within two weeks place



	Surface Water Contamination	degradation not reparable by routine maintenance activities.	temporary erosion controls; evaluate cause; design and implement permanent repairs.
(5) Clogged Surface Water Controls	Erosion	Notation of clogged surface water controls not reparable by routine maintenance activities.	Notify; report; within five days place temporary erosion controls; remove cause of clogs; assess damage; repair erosion; evaluate design and make any needed changes; clean pipes and ditches as needed.
(6) Leachate Drainage System Failure	Potential Groundwater Contamination	Notation of leachate accumulation in leachate sampling manhole.	Notify; report; evaluate impact; evaluate cause; repair or replace failing component and/or clean as appropriate.
(7) Stressed Vegetation	Erosion	Notation of areas of stressed vegetation in excess of 50 square feet (SF) in size.	Notify; report; evaluate need for additional investigation to determine cause of stressed vegetation; determine and implement appropriate follow-up action.
(8) Blocked or Improperly Functioning Gas Vents	Potential for Gas Contamination of Cap or Migration into Surrounding Subsurface Soils	Notation of blockage or improper function not reparable by routine maintenance activities.	Notify; report; evaluate impact; evaluate cause; repair or replace failing component and/ or clean as appropriate.
(9) Damaged or Improperly Functioning Wells or Piezometers	Potentially Inaccessible Monitoring Well or Piezometer	Notation of damage or improper function not reparable by routine	Notify; report; assess damage; perform necessary repairs and maintenance.



			maintenance activities.
(10) Uncontrolled Vegetative Growth	Potential for Increased Leachate Generation Due to Deep Root Penetration into Cap	Due to the nature of the native vegetation and the desire to maintain natural conditions, grass-type vegetation heights will not be limited. Tree growth to heights taller than the native vegetation will not be allowed.	Notify; report; mow or remove vegetative species and repair cap as necessary.
(11) Damage by Burrowing Animals	Potential for Increased Leachate Generation	Indication by pest control entity that burrowing is excessive.	Notify; report; fill burrows or holes in cap; evaluate need for site extermination.
(12) Excessive Settlement of Cap	Potential for Increased Leachate Generation from Depressions	Notation of settlement in excess of 6 inches deep and/or or in excess of 50 square feet (SF) in coverage area.	Notify; report; within two weeks fill depressions with additional soil and grade to drain; surface should include minimum of 6-inches of topsoil underlain by minimum of 12-inches of rooting soil material loosely placed; seed in accordance with approved seed mixture.

Note: Notify - Action requires notification to NDDEQ and EPA within 7 days of the inspection-triggered contingency.

Report - Action requires plan and schedule of proposed corrective measures to be prepared and submitted to EPA and NDDEQ within 14 days for review and approval unless other arrangements are agreed to upon notification.

3.03c Monitoring-triggered Contingencies



Monitoring-triggered contingencies may include but are not limited to contamination of groundwater beyond action levels. **Table 3.03c** lists this potential monitoring triggered contingency.



Table 3.03c: Monitoring-Triggered Contingencies

Monitoring -Triggered Contingency	Result	Trigger Point	Action
(1) Exceedance of Groundwater Standard	Adverse Impact to Groundwater Quality	As Identified in Table 2.08c.	Notify; report.
(2) Exceedance of Gas Monitoring Standard	Adverse Impact to Air Quality	As Identified in Table 2.07b.4.	Notify; report.

Note: Notify - Action requires notification of the monitoring-triggered contingency within 7 days to EPA and NDDEQ.

Report - Action requires plan and schedule of proposed corrective measures to be prepared and submitted to EPA and NDDEQ within 30 days for review and approval unless other arrangements are agreed to upon notification.

3.04 CORRECTIVE ACTIONS

3.04a Emergency Actions

Many of the event-triggered contingencies such as natural disasters, vandalism, fire, embankment failure, explosive hazards, or leachate spill may require an emergency response. Such responses typically need to be implemented immediately and may involve equipment and personnel beyond those routinely involved with facility operation. These additional resources could include city fire and police departments, and additional contractor equipment and personnel. The following paragraphs summarize the general emergency actions which may be necessary in response to each identified event-triggered contingency, excluding treatment difficulty and severe odor complaints which are subsequently discussed as a non-emergency event.

1. General

In the event of emergencies at the Site, City personnel must be contacted. The following is the key contact for the City for monitoring, operation, and maintenance at the Site:

City of Minot
 Public Works Department
 1025 31st Street Southeast
 Minot, ND 58701
 (701) 857-4140
PublicWorks@minotnd.gov

2. Equipment Availability

The City maintains several pieces of equipment which could be utilized for emergency action at the Site. A partial list of available equipment (as of March 2023) is:

- Various trucks
- Tractor backhoe
- Front-end loader
- Grader



- Flusher truck
- Hydro-excavation equipment
- Skidsteer loader
- Air monitoring equipment
- Water sampling equipment

3. Severe Rainfall Emergency Response

Though historical 25-year storm events have not typically resulted in damage to the Site, this recurrence interval will serve as a benchmark for the requirement of additional Site inspections related to stormwater events. It is important to consider not only the amount of precipitation that falls, as a more intense precipitation event over a shorter duration may have the potential to result in equivalent or greater impacts than a precipitation event of longer duration and less intensity. Therefore, the following criteria based on National Oceanic and Atmospheric Administration (NOAA) Atlas 14 will be implemented as the events that will trigger additional inspections beyond those routinely performed:

- 25-year, 24-hour precipitation depth: Precipitation in excess of 3.74 inches over a 24-hour duration will trigger the requirement for additional inspection.
- 25-year, 60-minute precipitation intensity: Precipitation in excess of 1.87 inches in a 60-minute period will trigger the requirement for additional inspection.

The basis for requiring additional inspection will be precipitation published on the National Weather Service website. A rain gauge will also be maintained on site and will be used during supplemental inspections to verify precipitation amounts as feasible.

As soon as weather permits, the Park District shall inspect the Site to determine any damage to the vegetation, berms, cap, surface water controls, and monitoring systems. As may be necessary, the Park District may, among other necessary actions, place temporary erosion controls such as hay bales, soil fill, or mulch to minimize further erosion, place sandbags or riprap to stabilize facility features, and/or place sandbags and temporary piping to make surface water controls temporarily functional. Sediment may also require removal from berms, swales, and outlets. Sediment removal will be performed as necessary by the Park District.

4. Flood Emergency Response

Due to the relatively high elevation of the Site and absence of historical flooding of the Site during major area rainfall and flood events, flooding is not considered a likely contingency item. In addition, the entire site lies well outside the 100-year floodplain as published on FEMA FIRM panels 38101C0777D and 38101C0779D. Figure 3.04 below depicts the site location on aggregated FIRM panels.

Figure 3.04: FEMA FIRM and Floodplain Data



5. Explosive Conditions Emergency Response

In accordance with ND Admin. Code § 33.1-20-06.1-02(4), if methane gas levels exceed twenty-five percent of the lower explosive limit for methane in structures or appurtenances on the facility or if methane gas levels exceed the lower explosive limit for methane at the facility boundary, the City will take immediate action to protect public health. This may include installation of temporary controls to restrict access to various portions of the facility, temporary closure of the facility, and/or public notices, depending on the nature and severity of the event. The NDDEQ and EPA will be notified of the event within 12 hours of its discovery, and appropriate remedial measures will be implemented within 60 days of the discovery.

6. Air Quality, Water Quality Emergency Response

Immediately take action to protect public health, notify the NDDEQ and EPA within 12 hours of discovery, and implement remedial measures within 60 days.

If an air quality or water quality emergency includes a release or spill, contact the National Response Center at (800) 424-8802.

7. Grass Fire Emergency Response

Contact the Minot Fire Department for assistance. Clear all access roads of equipment to facilitate emergency vehicle access. Attempt to extinguish fire using water, fire extinguisher, or soil.





8. Vandalism Emergency Response

For acts of vandalism that create hazards to human health and the environment or otherwise impact the integrity of the remedy, appropriate temporary repairs should be performed as soon as possible to make the damaged system temporarily functional.

3.04b Follow-up to Emergency Actions

NDDEQ and EPA will be contacted within 12 hours of the occurrence.

As soon as possible following the occurrence and emergency response to an event requiring emergency actions, a detailed inspection of the affected areas will be performed by the City or its designated representative. The purpose of the inspection will be to assess the degree and extent of damage, if any, to the landfill cap, surface water controls, leachate drainage system, monitoring systems, access roads, fencing, etc. The extent of any damage will be described in detailed inspection notes and photographs.

Within seven days of the inspection, a brief report will be prepared by the City or its designated representative that describes the effects of damage, if any, on the intended purposes of the engineering features of the facility. The report will also identify repair procedures that generally will restore the features to their pre-damage condition. Upon its completion, the report and repair schedule will be submitted to the EPA and NDDEQ.

3.04c Events Not Requiring Emergency Action

Inspection-triggered and monitoring-triggered contingencies such as small cracks in embankments or the cap, a gradual embankment or cap movement trend, leachate seeps, leachate treatment difficulty, minor erosion, leachate head buildup, detects in leachate leak detection devices, surface drainage problems, and water quality violations generally will not require an emergency response. These contingencies may require interim response actions, continued or enhanced monitoring, assessment of the extent of the problem, and evaluation of the design prior to implementation of final repairs or remedial actions. The following paragraphs summarize non-emergency actions which may be necessary in response to specific event-, inspection-, and monitoring-triggered contingencies.

1. Ambient Air Quality

In accordance with ND Admin. Code § 33.1-20-06.1-02(4), if methane gas levels exceed twenty-five percent of the lower explosive limit for methane in structures or appurtenances on the facility or if methane gas levels exceed the lower explosive limit for methane at the facility boundary, the City will notify the EPA and NDDEQ within seven days.

The City will immediately take action to protect public health and implement remedial measures within 60 days.

2. Water Quality

The following discussion describes the general procedures to follow for actions related to water quality problems. The procedure is divided into two steps: the first step is verification of the problem; the second is the response to employ if the first step is indicative of a problem. Each problem has several possible solutions, and no contingency plan or action can directly address all circumstances encountered.

Therefore, this plan is conceptual and flexible, to be used as a preliminary guide by all those associated with the initial response. The initial steps identified here will help define the plan of action to be followed



for specific contingency occurrences. For the purposes of the City's responsibilities and obligations discussed below, the City may engage an outside contractor to complete the necessary responsibilities and obligations on its behalf.

- If a water quality action level defined by the ROD and ESD's performance standards is exceeded, the City shall notify the EPA and NDDEQ within 12 hours in writing and prepare and submit a plan with a schedule of proposed evaluation measures for review and approval, unless other arrangements are made with the EPA's and NDDEQ's approval.
- Check all sampling, sample handling, and analytical procedures to verify that proper techniques were used.
- Determine the potential implications of the elevated parameters by examining background and historical data, reviewing regional and time variations in water quality, and ascertaining if all monitoring points are showing elevated levels or if the occurrence is localized.
- If necessary, resample to verify results.
- If similar results are found from resampling, evaluate the results for potential impact to human health and the environment.
- Based on the significance of the results, determine if immediate action is needed or if continued or expanded monitoring is sufficient. (Expanded monitoring may include increasing the frequency of sampling.)
- Determine, if possible, the source of the problem and take mitigative/correction action, as appropriate.

During the time period covering the above actions, routine water monitoring will also continue according to the regular schedule discussed herein.

Once the above evaluation is complete and the conclusion is reached that a problem is occurring, the next step is to determine the nature and extent of that problem. This may be done by continuing to monitor the existing monitoring points or by installing additional monitoring points. The information gathered during this period of investigation will be submitted by the City to the EPA and NDDEQ in a report.

The result will then be used by the City to complete a feasibility study that will determine the remedial action needed, if any, to correct the problem. Examples of remedial actions, which may be selected individually or in combination, are:

1. Continuing the monitoring of groundwater and, if necessary, expanding the monitoring system.
2. Repairing the landfill cap or surface drainage features that have been identified as the cause of the problems.
3. Repairing or expanding the leachate drainage system in the fill area if it has been identified as the cause of the problem.
4. Installation of a groundwater extraction system and/or groundwater flow barrier.

3. Wastewater Treatment Plant Treatment Difficulty

The following discussion describes the general procedures the City shall follow for actions related to the City's WWTP treatment difficulty in meeting its NPDES permit discharge limits.

- If the City's WWTP reports difficulty in meeting its NPDES permit discharge limits and attributes the difficulty to the Site, the City shall notify the EPA and NDDEQ within 12 hours in writing and



prepare and submit a plan, along with a schedule of proposed corrective measures to EPA and NDDEQ for review and approval, unless other arrangements are made with the EPA's and NDDEQ's approval.

- The City shall measure flows and water quality at the Site discharge to sanitary sewer in a manner recommended by the WWTP and evaluate the possibility that difficulty in meeting NPDES discharge limits is not due to the Site discharge.
- Based on the significance of the results, the City shall determine if immediate action or additional monitoring is needed.
- If it is determined that the difficulty is due to the Site discharge and that monitoring alone is not sufficient, the City shall evaluate pretreatment options for continuing the discharge to the sanitary sewer, or alternative treatment and discharge methods.

During the time period covering the above actions, leachate will continue to be discharged to the sanitary sewer as originally designed.

The results of the above actions will be used by the City to complete a feasibility study that will determine the remedial action needed, if any, to correct the problem. Examples of remedial actions, which may be selected individually or in combination, are:

1. Routine monitoring of leachate discharge.
2. Leachate pre-treatment at the Site prior to discharge to sanitary sewer.
3. Installing valve at discharge to sanitary sewer to limit flows.

4. Severe Odor Complaints

The following discussion describes the general procedures the City shall follow for actions related to severe odor complaints from the Site.

- If nearby residents adjacent to the landfill report severe odor problems, the City shall notify the EPA and NDDEQ within 12 hours in writing and prepare and submit a plan with a schedule of proposed evaluation measures to the EPA and NDDEQ for review and approval unless other arrangements are made with the EPA's and NDDEQ's approval.
- The City shall contact First District Health Unit to perform an inspection to verify odors and determine their significance by inspecting the area of complaints and performing interviews to determine if odors are isolated events or a repetitive problem.
- The City, with assistance from First District Health Unit as necessary, shall determine if odor problems are short-term occurrences resulting from evolving landfill conditions or a long-term occurrence.
- If odors are determined to be a repetitive problem and are determined to be a significant long-term occurrence, the City shall determine if immediate action is required and evaluate options for minimizing or eliminating the odor problems.

During the time period covering the above actions, the gas venting system will continue to operate as originally designed.

If necessary, the results of the above actions will be used by the City to complete a feasibility study that will determine the remedial action needed, if any, to correct the problem. Examples of remedial actions, which may be selected individually or in combination, are:



1. Removing wind turbines and installing inverted vent outlets.
2. Installing an active gas system to collect the gases and discharge them from a tall stack.
3. Utilizing a commercial-grade deodorizer.
4. Implementing a telephone hotline number to call and submit complaints.

5. Leachate Seeps

Historically four leachate seeps have been detected. Those seeps were monitored for the first year after discovery. The leachate drain system eventually reduced the leachate level as designed, and the seeps dried up. In the event new seeps emerge:

- Seeps would be monitored monthly for one year after discovery.
- If the newly discovered seeps remain active after one year of monitoring, additional laterals may be added to the leachate drain system to enhance leachate draining in the vicinity of the seep.

3.05 CONTINGENCY REPORTING

In general, whenever a contingency as outlined in **Tables 3.03a, 3.03b** and **3.03c** occurs at the Site, the City is to provide the EPA and NDDEQ with timely written notice and reporting of the contingency as follows:

The City shall notify the EPA and NDDEQ in writing within seven days of City's discovery of the following events:

- Detection of chemicals or chemical concentrations or other factors that may prevent the RA from meeting performance standards specified in the ROD and ESDs,
- Noncompliance of the RA with performance standards specified in the ROD and ESDs,
- Indications that the RA is not performing as designed and, therefore, requires corrective measures, and
- Detection of chemicals or chemical concentrations in excess of the performance standards.

Within 14 days of any of the above specified events, the City shall submit a plan and schedule to the EPA and NDDEQ for the proposed corrective measures for review and approval. The City shall also submit a work plan to the EPA and NDDEQ for the specific evaluation and/or corrective measures. The EPA and NDDEQ shall review and approve such submissions in accordance with **Section XII in the Consent Decree**.

3.06 AMENDMENT OF CONTINGENCY PLAN

A modified contingency plan will be prepared and submitted to the EPA and NDDEQ whenever the operation or maintenance of the Site changes or when a release at or failure of the Site occurs that indicates revised procedures are necessary.



4.00 REFERENCES

Remedial Investigation Report, Old Minot Landfill Superfund Site, Volumes 1 through 4.
Donohue, February 1992.

Feasibility Study Report, Old Minot Landfill Superfund Site. Donohue, August 1992.

Record of Decision. EPA, June 1993.

Kickoff Meeting Minutes for January 23, 1996 Meeting Between the City of Minot, EPA, NDDH and Wenck.
Wenck, 1996.

Consent Decree (including the Statement of Work which is an appendix to the Consent Decree). United States
of America and City of Minot, February 7, 1996.

Remedial Design Report, Old Minot Landfill Superfund Site. Wenck, April 1996.

Explanation of Significant Differences. EPA, April 10, 1996.

Health and Safety Plan. Wenck, May 1996.

Monitoring, Operations and Contingency Plan; Old Minot Landfill Superfund Site. Wenck, October 1996.

EPA, 2022. *Explanation of Significant Differences*, October 7, 2022.

Maysa MSW Facility Minot, ND Work Plan for Passive Recreation Use of Property. Ackerman-Estvold, March
2023.

North Dakota Solid Waste Management Rules. NDDEQ, Updated March 2023.

Reuse Workplan

Quality Assurance Project Plan

Health and Safety Plan



TO: Mayor Ross
Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: February 18, 2025

SUBJECT: SECOND READING OF CHAPTER 23 NOISE ORDINANCE

I. RECOMMENDED ACTION

It is recommended City Council approve either option 1 or option 2 on second reading.

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

Previously 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. At the February 3, 2025 Regular City Council meeting, the council approved the first reading of the Chapter 23 Noise Ordinance. After the public appearance portion, the City Attorney and staff decided to meet further on this ordinance resulting in two options for second reading being presented.

Option 1 is the version of the ordinance that was approved by Council on first reading at the February 3, 2025 Regular City Council meeting. However, a few edits have been made. Specifically, Section 108(3)(b) has been updated to clarify the emergency vehicles exemption and Sections 108(3)(c) and 108(3)(f) have been updated with the correct ordinance section citations.

Option 2 removes the "testing of standard residential equipment" exemption found in Section 108(3)(e), restores the decibel levels found in "Table I" to the levels found in the current ordinance, and incorporates the aforementioned updates to Option 1.

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 adopt either option of the ordinance. This would result in maintaining the current noise ordinance.
2. City Council could choose to further modify one of the proposed ordinance options. Coordinantion with the City Attorney is recommended to ensure that compliance with the City of Minot Code of Ordinances is followed.



ORDINANCE NO. 6057

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 performing their official duties.~~
 - (c) Noises resulting from emergency work as defined in section 23-108(a)(9) 7(7).
 - (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) 10.
- (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: February 3, 2025

PASSED SECOND READING: February 18, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



ORDINANCE NO. 6057

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:	55	65	80
Decibels permitted from 11:00 p.m. until 7:00 a.m. of the following day:	50	60	75

- (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 authorized emergency vehicles performing their official duties.
 - (c) Noises resulting from emergency work as defined in section 23-107(7).
 - (d) Any construction or maintenance activities for residential areas from 11:00 pm to 7:00am.

- (e) 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 23-110.
- (f) 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.
- (g) All railroad locomotives and railroad operations and motor carriers engaged in interstate commerce.
- (h) 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: February 3, 2025

PASSED SECOND READING: February 18, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



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

From: [Corbin Dickerson](#)
To: [Mikayla McWilliams](#)
Subject: FW: Comment - City of Minot Proposed Noise Ordinance Changes
Date: Friday, February 7, 2025 2:17:29 PM
Attachments: [1. Ch 23 Art. VI Noises - Ordinance \(todd\).pdf](#)

Mikayla,

Can you please attached the below email and attached PDF to the 2/8/25 CC meeting agenda for the noise ordinance. The email and PDF was sent to all Council members.

Corbin Dickerson

City of Minot, Assistant City Attorney

Office Phone: 701-857-4755

City-of-Minot-Horizontal-Logo-Blue



Serving our neighbors, building our community with PRIDE.

Professionalism | Responsibility | Integrity | Dedication | Excellence



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

From: [REDACTED]
Sent: Thursday, February 6, 2025 9:53 AM
To: City of Minot - Mayor Tom Ross <Mayor@minotnd.gov>; Tom Ross <tom.ross@minotnd.gov>; stefani.stalheim@minotnd.gov; Mark Jantzer <mark.jantzer@minotnd.gov>; Lisa Olson <lisa.olson@minotnd.gov>; Paul Pitner <paul.pitner@minotnd.gov>; Mike Blessum <mike.blessum@minotnd.gov>; Rob Fuller <rob.fuller@minotnd.gov>; Scott Samuelson <scott.samuelson@minotnd.gov>
Cc: Corbin Dickerson <corbin.dickerson@minotnd.gov>; [REDACTED]; [REDACTED]
Subject: Comment - City of Minot Proposed Noise Ordinance Changes

Caution: This message has originated from an **External Source**.

Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Good Morning Mayor Ross, Council Members, City Attorney Stalheim,
Please consider discussion on the following items prior to City Council approval upon second and final reading of changes to **CHAPTER 23, ARTICLE VI, (NOISES) CODE OF ORDINANCES, CITY OF MINOT NORTH DAKOTA**. For your convenience, I have highlighted proposed

discussion items in the attachment.

Sec-23-108. Unnecessary Noise Generally.

(2) General Provision; In Table 1. – “Noise Guidance Levels For Zoning Districts”, all allowable decibels are proposed to increase by 5 decibels in all Districts? Why the same increase across all Districts? My main concern is increasing decibels in Residential Districts vs. current ordinance levels. Justification for an increase in Residential District decibels should be significant. Fargo, Grand Forks, and Bismarck all have the same allowable decibel levels in all Districts and all decibel levels match our current decibel levels. Does the City of Minot need to increase allowable decibels vs. comparable communities? **I propose, at a minimum, Residential District levels remain at 55 decibels 7:00 a.m. – 11:00 p.m. and 50 decibels from 11:00 p.m. to 7:00 a.m.** (As you may recall, this was part of resident Kent Bahl’s testimony during Public Appearances, after the first reading and City Council approval of the new proposed City of Minot Noise Ordinance, Monday evening February 3, 2024. Mr. Bahl requested the City Council not increase allowable noise levels within Districts, especially in the Residential District, and I agree).

(3) Exceptions – Item (e) Note; air compressors and generators have been added to this exception category vs. current City of Minot Noise Ordinance -Exceptions. Only noted Exceptions in comparable cities; Fargo: mowers and snowblowers, Grand Forks: snowblowers and in Bismarck: tractors, plows, and snow blowers after a snowfall event. Please consider, there are numerous types of generators within the City of Minot. Newer generators generally run at lower decibels during conditioning (testing) and do not kick into full power mode unless the power is out vs. older generators which generally run at full load (approx. 3,000 rpm’s) while conditioning (testing) and operate at full load for the entire duration of conditioning (testing), approximately 20 minutes in duration. Conditioning (testing) of older generators is generally completed either weekly or bi-weekly. Decibel levels of older generators generally operate well above allowable limits in Residential Districts and measured at or above levels in the Industrial District levels of 80-90 decibels. **I propose removing air compressors and generators from this exception list.** As you may recall also part of resident Kent Bahl’s testimony during Public Appearances, after the first reading and City Council approval of the new proposed Noise Ordinance, Monday evening February 3, 2024; there is significant difference between operating and testing residential lawn equipment (lawn mower, weed trimmer) around the yard vs. a stationary generator (or possibly air compressor) running full load, approx. 3,000 rpm’s, 20 minutes duration, 80 -90 decibels, every week, in a Residential District. Mr. Bahl’s speaks from experience as he and his wife Ali are currently experiencing the exact situation he describes and as he testified. Mr. Bahl requested the City Council not to exempt air compressors and generators, and I agree.

City Council and City Staff were invited to stop by Bahl’s home anytime; Edgewood Village, 906 Village Ave SE and experience firsthand, the impact the current and proposed Noise Ordinances can have on a Residential District. Mr. Bahl, can be reached at 701-240-6773.

Sec-23-110. Application for special permit.

1. **I would propose all applications for special permit be submitted to the Minot City Council for consideration and approval rather than the City Engineer and that all variances be limited in time.** Nothing against City Engineering, just think City Council would want to be informed on all special permits proactively rather than reactively should the need arise.

Sec-23-111. Manner of enforcement.

I propose the penalty for violation of provisions of section 23-108 and 23-109 shall be a

criminal infraction with a fine of five hundred dollars (\$500) rather than the proposed one hundred fifty dollars (\$150). Comparable city fines, Fargo: best I can tell is between one thousand dollars (\$1,000) and one thousand five hundred dollars (\$1500), Grand Forks: five hundred dollars (\$500), and Bismarck: five hundred dollars (\$500).

Full disclosure, Bahl's residence is part of Edgewood Village HOA. We are a 55+ community of 71 residential homes. I am a Board Member (Vice Chair and Secretary) of the HOA. The Edgewood HOA Board of Directors has been actively involved since August 22, 2024, addressing a older generator in violation of the City of Minot Noise Ordinance, at a neighboring property within the HOA. It has been the Edgewood HOA Board of Directors opinion, the HOA does not need a noise policy in our By-Laws, rather, the HOA has chosen to follow and comply with the City of Minot Noise Ordinance, same as any other residence within the City of Minot. It is the HOA Boards position, residential complaints of violations should be investigated and enforced according to City of Minot Noise Ordinance, same as any other residence within the City of Minot.

Unfortunately I was traveling out of state and unable to attend the council meeting Monday February 3, 2024. I was able to watch the Council Meeting "live" online, as I often do. Had I been in attendance, I would have testified, with Mr. Bahl, the same as identified above. Should you have any questions or concerns, please reach out to me, anytime. I appreciate your time, and consideration. Appreciate and respect what you do for the residents of the community everyday.

Thank You

Todd Wegenast

[REDACTED]

Minot ND 58701

[REDACTED]



Virus-free www.avast.com

From: [Corbin Dickerson](#)
To: [Mikayla McWilliams](#)
Cc: [Stefanie Stalheim](#)
Subject: FW: Noise ordinance
Date: Friday, February 7, 2025 3:49:50 PM

Mikayla,

Can you please add this as an attachment as well?

Thank you,

Corbin Dickerson
City of Minot, Assistant City Attorney
Office Phone: 701-857-4755

City-of-Minot-Horizontal-Logo-Blue



Serving our neighbors, building our community with PRIDE.
Professionalism | Responsibility | Integrity | Dedication | Excellence



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

From: Kent & Ali Bahl [REDACTED]

Sent: Friday, February 7, 2025 2:37 PM

To: City of Minot - Mayor Tom Ross <Mayor@minotnd.gov>; Tom Ross <tom.ross@minotnd.gov>; stefani.stalheim@minotnd.gov; Mark Jantzer <mark.jantzer@minotnd.gov>; Lisa Olson <lisa.olson@minotnd.gov>; Paul Pitner <paul.pitner@minotnd.gov>; Mike Blessum <mike.blessum@minotnd.gov>; Rob Fuller <rob.fuller@minotnd.gov>; Corbin Dickerson <corbin.dickerson@minotnd.gov>; Scott Samuelson <scott.samuelson@minotnd.gov>

Subject: Noise ordinance

Caution: This message has originated from an **External Source**.

Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Hello,

I want to thank you for giving me the opportunity to speak to the council on Feb 3rd in regards to our noise issue.

We appreciate that you are reviewing and adapting a revised noise ordinance.

Our HOA Vice President/Sec, Todd Wegenast has made a proposal and I would like to include my support for this revised ordinance proposal.

I believe it addresses our needs for the whole city of Minot. Attorney Mr Dickerson has presented an option similar but explained the fine change would need to come from the city council.

I believe the fine Mr Wegenast has proposed is where we need to be. We have had an issue within our own HOA that has called for a fine from noise and the violators said they would just pay the current fine each week, and they would continue the weekly violation. This gives absolutely no deterrent. So maybe a \$500 fine for first time offence and \$1000 second time offence may help in this matter.

If you have any questions or concerns please feel free to call or email me.

[REDACTED] or

[REDACTED]

Thank you
Kent Bahl

From: [Lana](#)
To: [Stefanie Stalheim](#)
Cc: [City of Minot - Attorney](#); [Corbin Dickerson](#); [Nick Schmitz](#); [Mikayla McWilliams](#); [Harold Stewart](#); [Tom Joyce](#); [Tom Ross](#)
Subject: Re: STEFANIE - THANK YOU FOR GETTING THIS TO COUNCIL MEMBERS!
Date: Tuesday, February 18, 2025 1:56:01 PM

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

Thank you so much, Stefanie.
Lana Simons

Sent from my iPhone

On Feb 18, 2025, at 1:28 PM, Stefanie Stalheim
<stefanie.stalheim@minotnd.gov> wrote:

Mrs. Simons – I received the email thread below and we will print and provide the same to the City Council.

Stefanie Stalheim
City of Minot, City Attorney
Office Phone: 701-857-4755

From: [REDACTED]
Sent: Tuesday, February 18, 2025 1:22 PM
To: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>
Subject: STEFANIE - THANK YOU FOR GETTING THIS TO COUNCIL MEMBERS!
Importance: High

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

SIMONS' PRESENTATION REGARDING CITY OF MINOT NOISE
ORDINANCES OPTIONS 1 AND 2

Good evening, Mayor Ross, Minot City Council, City Attorney and guests.

We are Jim and Lana Simons and we live in Edgewood Village here in Minot. We own a 10,000 wt generator that was tested at 60dB inside and 72dB outside which puts it in the category as being a Quiet 10,000 watt generator. Tonight we want to present the case for approval of the City of Minot Noise Ordinance, Option 1.

Last week On the House Floor, Congresswoman Julie Fedorchak described the energy reliability crisis Her presentation:

Thank you, Mr. Speaker.

I wanted to start this speech with a real-time exercise. I wanted to suddenly have all the lights go out in here. Imagine what would happen if we did that.

Now, let's imagine this happening in my state of North Dakota, where just this week, temperatures dropped to -22 degrees for many days in a row.

In fact, this morning was the first day it rose above zero.

What would that mean to lose power when it's 22 below.

People's livelihoods would be at risk.

Children couldn't go to school.

Hospitals would be unable to care for people.

Businesses would come to a standstill.

Energy production would halt.

Livestock would be threatened.

Homes and properties would freeze up.

It wouldn't take very long in that kind of weather for the economy of North Dakota to grind to a halt and for people to die if we had no power.

- This isn't some far-fetched scenario. This is a real threat in America today.

The North American Electric Reliability Corporation (NERC) warns that two-thirds of the United States is at an elevated risk of blackouts—of not having enough reliable power to meet demand when we need it the most. Parts of North Dakota are in this elevated risk category.

WE HAVE A GRID RELIABILITY CRISIS. THE GOOD NEWS IS THAT WE CAN FIX THIS. WE HAVE THE RESOURCES. WE HAVE THE TECHNOLOGY. NOW WE MUST ACT.

Meanwhile -

In light of North Dakota weather and current energy conditions above, we urge the Minot City Council to approve Noise Ordinance, Option 1. The 'Exceptions' of generators and air compressors from noise level regulations as listed in Noise Ordinance, Option 1, will enable the over 48,000 Minot residents to protect their families, their homes, and their businesses as they would not be able to do under Noise ordinance Option 2 with its 55-decibel maximum. The quietest generator on the internet is a 4000 watt Wen generator which operates at 57 decibels. Even the quietest generator exceeds the Option 2 55-decibel maximum. Option 2 will simply not work for Minot residents.

In closing, please approve the City of Minot Noise Ordinance, Option 1, so that the over 48,000 residents will have the freedom to protect their livelihood here in the City of Minot.

We thank you for your consideration.

Jim and Lana Simons

From: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>
Sent: Tuesday, February 18, 2025 12:42 PM
To: [REDACTED] Mikayla McWilliams
<mikayla.mcwilliams@minotnd.gov>
Cc: Harold Stewart <harold.stewart@minotnd.gov>; City of Minot - Mayor Tom Ross
<Mayor@minotnd.gov>; Corbin Dickerson <corbin.dickerson@minotnd.gov>; Nick
Schmitz <nick.schmitz@minotnd.gov>
Subject: RE: Important Presentation at the February 18, Council Meeting; RE:
Comparing life for 48,000 Minot citizens under both Options 1 and 2

Mrs. Simmons,

For the record, I have not received any presentation from you to add to the City Council agenda. Please reply to this email with whatever information you would like delivered to the City Council and the City Clerk will print out that material and give it to them before tonight's meeting.

Stefanie Stalheim
City of Minot, City Attorney
Office Phone: 701-857-4755

From: Lana [REDACTED]
Sent: Tuesday, February 18, 2025 12:37 PM
To: Mikayla McWilliams <mikayla.mcwilliams@minotnd.gov>
Cc: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>; Harold Stewart
<harold.stewart@minotnd.gov>; City of Minot - Mayor Tom Ross
<Mayor@minotnd.gov>
Subject: Important Presentation at the February 18, Council Meeting; RE: Comparing
life for 48,000 Minot citizens under both Options 1 and 2
Importance: High

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

Mikayla –
We have sent several emails to the Minot City Council, Mayor and City attorney regarding the proposed Noise Ordinances but have not received any replies. Yet, submissions from two other individuals are on the Council website.
We believe our presentation is important as it regards how both Options will affect the more than 48,000 Minot citizens.

Would it be better to email our presentation this afternoon to ensure all get to 'hear' our ideas and suggestions? Will they all get the emails?
Many thanks.
Lana Simons

From: Mikayla McWilliams <mikayla.mcwilliams@minotnd.gov>
Sent: Tuesday, February 18, 2025 8:58 AM
To: Lana [REDACTED]
Cc: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>; Harold Stewart <harold.stewart@minotnd.gov>; City of Minot - Mayor Tom Ross <Mayor@minotnd.gov>
Subject: RE: Short Presentation at the February 18, Council Meeting; RE: Noise Ordinances?

Lana,

It is at the discretion of Mayor as to whether there will be public comment during an action item on the agenda. I have included him on the e-mail to make sure he is aware of your request.

Thank you,

Mikayla McWilliams
City of Minot, City Clerk
Office Phone: 701-857-4752

Members of Governing Body: In order to avoid inadvertent open meeting violations, please refrain from hitting "Reply All" with questions or comments relating to any public business. Any discussion (email, text message, telephone call, in-person, etc.) regarding public business between members establishing a quorum of any committee or of the full council constitutes a "meeting" under North Dakota open meeting law and requires prior notice of the date, time, location, and agenda topics to be discussed.

From: Lana [REDACTED]
Sent: Friday, February 14, 2025 3:44 PM
To: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>
Cc: Tom Joyce <tom.joyce@minotnd.gov>; Brian Billingsley <brian.billingsley@minotnd.gov>; Mark Jantzer <mark.jantzer@minotnd.gov>; Dan Falconer <dan.falconer@minotnd.gov>; Kristian Shaide <kristian.shaide@minotnd.gov>; Dale Plessas <dale.plessas@minotnd.gov>; Nick Schmitz <nick.schmitz@minotnd.gov>; Dave Chapman <dave.chapman@minotnd.gov>; Corbin Dickerson <corbin.dickerson@minotnd.gov>; Jared Foley <jared.foley@minotnd.gov>; Mikayla McWilliams <mikayla.mcwilliams@minotnd.gov>; Tom Ross <tom.ross@minotnd.gov>; Harold Stewart <harold.stewart@minotnd.gov>; City of Minot - Attorney <attorney@minotnd.gov>
Subject: Short Presentation at the February 18, Council Meeting; RE: Noise Ordinances?

Caution: This message has originated from an **External Source**.
Please use proper judgement and caution when opening attachments,

clicking links, or responding to this email.

Hello all –

Is there a possibility for us to make a short presentation to the City Council before the Noise Ordinance vote?

Thank you.

Lana and Jim Simons

From: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>

Sent: Tuesday, February 4, 2025 10:12 AM

To: Lana [REDACTED]

Cc: Tom Joyce <tom.joyce@minotnd.gov>; Brian Billingsley <brian.billingsley@minotnd.gov>; Mark Jantzer <mark.jantzer@minotnd.gov>; Dan Falconer <dan.falconer@minotnd.gov>; Kristian Shaide <kristian.shaide@minotnd.gov>; Dale Plessas <dale.plessas@minotnd.gov>; Nick Schmitz <nick.schmitz@minotnd.gov>; Dave Chapman <dave.chapman@minotnd.gov>; Corbin Dickerson <corbin.dickerson@minotnd.gov>; Jared Foley <jared.foley@minotnd.gov>; Mikayla McWilliams <mikayla.mcwilliams@minotnd.gov>; Tom Ross <tom.ross@minotnd.gov>; Harold Stewart <harold.stewart@minotnd.gov>; City of Minot - Attorney <attorney@minotnd.gov>

Subject: Noise Ordinances

Good morning all,

Attached please find the noise ordinance that passed last night on first reading. Any City Ordinance change requires two readings before the City Council before becoming effective. We plan to present this ordinance to the City Council for second reading at its regular meeting scheduled for **5:30pm on Tuesday, February 18th**.

Please review and if you can, please provide any recommended edits by the end of this week so we can review and discuss them with appropriate staff. Our deadline to have any recommended changes finalized and on the Council agenda is Thursday, February 13 at noon – so please keep this in mind when submitting your recommended changes.

City of Minot, City Attorney

Office Phone: 701-857-4755

<[image001.jpg](#)>

Serving our neighbors, building our community with PRIDE.

Professionalism | Responsibility | Integrity | Dedication | Excellence

<[image002.jpg](#)>

<[image002.jpg](#)>

<[image002.jpg](#)>

<[image002.jpg](#)>

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



TO: Mayor Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: February 18, 2025

SUBJECT: POLICE CHIEF RECRUITMENT SERVICES

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the budget amendment on first reading;**
- 2. Approve the Executive Recruitment Statement of Work with MGT Impact Solutions;**
- 3. Authorize payment prior to second reading of the budget amendment; and**
- 4. Authorize the Mayor to sign the Statement of Work.**

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 701-857-4721
Tom Joyce, Asst. City Manager, 701-857-4731

III. DESCRIPTION

A. Background

On February 3rd at the Regular City Council Meeting Council directed city staff to proceed with conducting a national search for police chief candidates. As a result, the City of Minot is asking the City Council to approve Exhibit 1: Executive Recruitment Statement of Work 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. MGT Impact Solutions, LLC is currently working with the City of Minot on the recruitment services for the Human Resource Director position as well.

B. Proposed Project

Recruitment services for the Police Chief 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 Executive Recruitment Statement of Work; approve the budget amendment on first reading; authorize payment prior to second reading of the budget amendment; and authorize the Mayor to sign and execute the Statement of Work with MGT. The statement of work will fall under the Master Service Agreement the City Council approved on February 3, 2025.

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

10021000-43300 - \$24,000

10021000-41100 - (\$24,000)

VI. ALTERNATIVES

Alternate 1: Deny the recommendation and direct staff look for other recruitment services agencies;

Alternate 2: Propose an alternate recommendation.

EXHIBIT A-1
EXECUTIVE RECRUITMENT STATEMENT OF WORK

As of February 13, 2025, **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 Chief of Police.

2. SCOPE

MGT will provide recruitment and selection services in accordance with MGT’s proposal dated February 11, 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)

If any onsite visits are requested, there will be additional costs for travel-related expenses.

5. INVOICING AND PAYMENT

1st Invoice: 40% of the recruitment fee will be due upon contract award.

2nd Invoice: 40% of the recruitment fee plus expenses incurred to date due upon presentation of candidates.

Final Invoice: the balance of fees and expenses will be due upon completion of the recruitment.

Payment of invoices due within 30 days of receipt.

MGT IMPACT SOLUTIONS, LLC

MINOT, NORTH DAKOTA

Name: A. Trey Traviesa

Title: CEO

Date:

Name: Thomas Ross

Title: Mayor

Date:



Proposal

FEB 11, 2025

Chief of Police

City of Minot, North Dakota

Submitted by:

MICHELE MORAWSKI
CLIENT SERVICES MANAGER
790 FRONTAGE ROAD
SUITE 213
NORTHFIELD, IL 60093
224.415.3791
MMORAWSKI@MGT.US



Scope of Work

Project Approach & Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

PHASE 1 – POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the Client.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$195/hour plus actual expenses if incurred). One organizational survey is included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for Client review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 – ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the Client with a list of advertising options for approval.

PHASE 3 – CANDIDATE EVALUATION & SCREENING

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each candidate selected for further consideration.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each candidate selected for further consideration.

All résumés will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the Client's process is professional and well regarded by all who participate.

PHASE 4 – PRESENTATION OF RECOMMENDED CANDIDATES

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that credentials are presented in a uniform way.
- The Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the Client to review the recruitment report and provide additional information on the candidates.

PHASE 5 – INTERVIEWING PROCESS & BACKGROUND SCREENING

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for Client review and comment.
- Coordinate candidate travel and accommodations.
- Provide Client with an electronic file that includes:
 - Candidates' credentials.
 - Set of questions with room for interviewers to make notes.
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- | | |
|--|--|
| <ul style="list-style-type: none"> ✓ Social Security Trace & Verification ✓ US Federal Criminal Search ✓ Enhanced Verified National Criminal <ul style="list-style-type: none"> – National Sex Offender Registry – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol – Office of Foreign Assets Control (OFAC) Terrorist Database Search – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) – All felonies and misdemeanors reported to the National Database | <ul style="list-style-type: none"> ✓ County/Statewide Criminal ✓ Civil Search ✓ Bankruptcy, Leans, and Judgements ✓ Motor Vehicle Record ✓ Education Verification – All Degrees Earned <p>Optional: Credit Report – Transunion with score (based on position and state laws)</p> <p>Optional:</p> <ul style="list-style-type: none"> – Professional License Verification – Drug Screen – Employment Verification |
|--|--|

SCOPE OF WORK

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodation. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities.
- Interviews with senior staff.

PHASE 6 – APPOINTMENT OF CANDIDATE

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Interviews & Brochure Development														
Phase 2: Advertising, Candidate Recruitment, & Outreach														
Phase 3: Candidate Evaluation & Background Screening														
Phase 4: Presentation of Recommended Candidates														
Phase 5: Interview Process & Additional Background Screening														
Phase 6: Appointment of Candidate														

Full Scope Recruitment Price

Summary of Costs	Price
Recruitment Fee (includes \$1,000 repeat client discount)	\$20,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$24,000**

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the client for reimbursement.*

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the client (beyond the three visits listed above) will be billed at \$195/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within 30 days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients in the selection and appointment of a suitable candidate. In today's competitive hiring market, it is critical to move expeditiously to interview candidates and make key hiring decisions; failure to do so may result in the loss of desirable candidates. If the client has not responded to multiple requests for decisions and/or guidance within six weeks of candidates being presented for interview or following finalist interviews, MGT may choose to cancel the contract and bill the client for work completed to date.

It is MGT's goal to provide the client with well-qualified candidates for their hiring needs. If the client rejects the list of qualified candidates and/or fails to negotiate in good faith and come to terms for hiring a candidate and instead chooses to readvertise the opportunity, MGT reserves the right to charge additional consulting fees commensurate with the additional work requested.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements. Reimbursable expenses may be incurred should the recruitment process require the consultant to travel to the City. To engage in this guarantee, the request must be made within six months of the employee's departure.



Jon Fehlman

Senior Consultant



Jon Fehlman, a seasoned Senior Consultant with MGT, brings over 30 years of distinguished experience in law enforcement and emergency management. Since joining MGT, Jon has been instrumental in consulting across various domains, including law enforcement, public safety, emergency management services, and 9-1-1 communications centers. He has spearheaded over 25 recruitments for police chiefs, public safety, and communications directors, along with conducting numerous assessment centers and staff studies. Jon's expertise extends to classification and compensation studies, where he has contributed to over 50 projects, reflecting his comprehensive understanding of organizational dynamics.

A sought-after speaker and trainer, Jon collaborates with the FBI Law Enforcement Executive Development Association (FBI LEEDA) to empower law enforcement professionals nationwide. He also serves on the advisory board of the Institute for American Police Reform (IAPR), offering invaluable insights into policing laws and policies, leadership development, and community partnerships. With extensive experience in critical incidents and a profound commitment to mental health advocacy, Jon's impactful contributions have earned him numerous accolades and commendations throughout his illustrious career.

Areas of Expertise

- Classification & Compensation Studies
- Recruitment and Assessment
- Law Enforcement and Public Safety
- Leadership Development
- Policing Laws and Policies

Education

- M.S., Emergency Management, California State University, Long Beach
- B.S., Workforce Education and Development, Southern Illinois University, Carbondale

Professional Development & Speaking Engagements

- FBI Law Enforcement Executive Development Association, Instructor/Consultant
- FBI National Academy (Class 245), Executive Development
- Graduate Certificate in Leadership (University of Virginia)
- National Internal Affairs Investigators Association Conference 2023 Presenter: Internal Affairs Role in Fostering and Maintaining Agency Leadership
- FEMA Courses in Emergency Management, Homeland Security Terrorism Liaison

Memberships & Affiliations

FBI Law Enforcement Executive Development Association
FBI National Academy Alumni Association
International Association of Chiefs of Police
National Sheriffs Association
American Society for Training and Development
National Association of Field Training Officers
National Alliance on Mental Illness
United Against Sexual Assault
Southern Illinois University Alumni Association
California State University Long Beach Alumni Association
Leadership Santa Rosa Alumni Association
Washington Association of Sheriffs & Police Chiefs
California Association of Hostage Negotiators
California Narcotics Officer Association

Professional Experience

Leadership Consulting Services, 2000-Present
City of Bainbridge Island, Chief of Police, 2008-2012
City of Santa Rosa, Lieutenant, 2006-2008; Sergeant, 2000-2006;
Police Officer, 1996-2008
City of Laguna Beach, Police Officer, 1985-1996



Marc Hornstein

Senior Consultant



Marc Hornstein is a seasoned law enforcement executive and educator with over 32 years of extensive experience in police administration, department management, training coordination, and strategic planning. Currently serving as a Senior Consultant at MGT, Marc brings his vast expertise to executive recruitment and candidate assessment in law enforcement. His tenure as Chief of Police in Winnetka, Illinois, highlights his leadership during critical times, including a global pandemic and civil unrest, where he maintained public trust and enhanced community partnerships. Marc's ability to communicate effectively with residents and stakeholders, coupled with his strategic vision, has solidified his reputation as a transformative leader in law enforcement.

Throughout his career, Marc has demonstrated a commitment to improving public safety through technological enhancements, departmental restructuring, and community engagement. His leadership roles include serving on the executive board of the Northeastern Illinois Regional Crime Laboratory, the Northern Region Police Assistance Consortium (NORPAC), and the FBI Joint Terrorism Task Force. Additionally, Marc has been an influential educator as an adjunct lecturer at Oakton College since 2015, where he mentors future law enforcement professionals. His academic background in public safety administration and criminal justice, combined with his practical experience, underpins his ability to drive impactful solutions in law enforcement and public safety.

Areas of Expertise

- Police Administration
- Department Management
- Training Coordination
- Strategic Planning
- Executive Recruitment and Assessment
- Federal Programs and Compliance
- Technology Enhancements in Law Enforcement
- Public Safety Policy Development
- Law Enforcement Education and Mentoring

Education

- M.S., Public Safety Administration, Lewis University
- B.S., Criminal Justice, Northeastern Illinois University
- A.A.S., Oakton College

Awards

- 1995 J. Edgar Hoover Scholarship Recipient for Excellence in Law Enforcement
- 2001 Police Officer of the Year
- 2017 Oakton College Distinguished Alumni Recipient
- Numerous Professional Awards & Citizen Acknowledgments

Memberships & Affiliations

Oakton College Law Enforcement Curriculum Advisory board
International Association of Chief's of Police
Illinois Association of Chief's of Police

Training & Instruction

School of Police Staff and Command, Northwestern University
Supervision of Police Personnel, Northwestern University
Federal Bureau of Investigation Midwest Law Enforcement Executive Development Seminar

Professional Experience

Winnetka Police Department, Chief of Police 2017-2023; Deputy Chief 2016-2017; Commander 2011-2016; Special Services Sergeant 2007-2011; Patrol Sergeant 2003-2007; Detective 2000-2003; Patrol Officer 1993-2000
Community Service Officer, 1990-1993
Adjunct Faculty Lecturer, 2015-Present

Law Enforcement Client List

State	Client	Position Title	Year	Population
Alaska	Unalaska	Police Chief	2018	4,768
California	Bay Area Rapid Transit (BART)	Inspector General	2023	Multi
	San Jose	Director of Gaming Division	2019	1,025,000
Delaware	Milford	Chief of Police	2023	12,272
Georgia	Decatur	Police Chief	2021	25,000
Illinois	Arlington Heights	Chief of Police (Virtual)	2019	75,500
	Barrington Hills	Chief of Police	2024	4,232
	Buffalo Grove	Chief of Police	2013	42,909
	Buffalo Grove	Police Chief	2022	42,909
	Cary	Chief of Police	2010	17,840
	Chicago	Deputy Inspector General for Investigations (Professional Outreach)	2022	3,000,000
	Chicago	Deputy Inspector General for Public Safety (Professional Outreach)	2022	3,000,000
	College of Lake County	Chief of Police	2020	Multi
	Cook County	Independent Inspector General	2023	5,300,000
	Des Plaines	Chief of Police	2020	58,364
	Evanston	Chief of Police	2018	75,000
	Freeport	Chief of Police	2019	25,000
	Glencoe	Public Safety Director	2013	8,900
	Glencoe	Public Safety Director	2023	8,900
	Grayslake	Chief of Police	2011	24,400
	Hampshire	Police Chief	2022	6,347
	Highland Park	Chief of Police	2017	31,365
	Hinsdale	Police Chief (Professional Outreach)	2017	17,631
	Joliet Junior College	Director of Campus Safety and Security, Chief of Police	2020	700,000
	La Grange	Chief of Police (Virtual)	2017	15,610
	La Grange Park	Chief of Police	2014	13,579
	Lake Bluff	Chief of Police	2013	5,698
	Lake Bluff	Chief of Police	2018	5,698
	Lake County	Sheriff's Office Business Manager	2015	703,462
	Lake Forest	Chief of Police	2012	19,375
	Lake Forest	Chief of Police	2024	19,375
	Lake Forest	Detective Commander (Limited)	2023	19,375
	Lake Forest	Police Management Analyst (Limited)	2023	19,375
	Lincolnshire	Chief of Police	2016	7,500
	Lincolnwood	Chief of Police	2017	12,590
	Lindenhurst	Chief of Police	2024	14,468
	Lisle	Chief of Police	2019	22,930
	Mokena	Chief of Police	2013	19,042
	Moline	Chief of Police	2017	43,100
	Moline	Chief of Police Selection Services	2010	43,100
	Naperville	Chief of Police	2021	148,000
	Northbrook	Chief of Police	2017	35,000
	Northbrook	Chief of Police	2020	35,000
	Northern Illinois University	Chief of Police	2013	44,098
	Northwestern University	Director of the Office of Professional Standards	2014	21,000

	Northwestern University Police Department	Commander (2 positions)	2018	21,000
	Northwestern University Police Department	Commander and Accreditation Manager	2017	21,000
	Oak Park	Deputy Chief of Police (2) (Virtual)	2023	52,000
	Oak Park	Police Chief	2022	52,000
	Oakton College	Chief of Police and Emergency Management	2019	46,000
	Park Ridge	Police Chief	2023	37,496
	Peoria	Chief of Police	2021	115,234
	Princeton	Chief of Police	2017	7,700
	Schaumburg	Chief of Police	2013	75,000
	Schaumburg	Deputy Police Chief	2018	75,000
	St. Charles	Chief of Police	2014	33,264
	Tinley Park	Chief of Police	2011	56,831
	Vernon Hills	Chief of Police	2017	25,911
	Villa Park	Chief of Police (Virtual)	2017	22,038
	Villa Park	Chief of Police (Virtual)	2020	22,038
	Warrenville	Chief of Police	2022	13,246
	Wauconda	Chief of Police	2015	14,125
	West Chicago	Chief of Police	2021	27,221
	Woodridge	Chief of Police	2011	33,256
	Wynstone Property Owners Association	Director of Public Safety	2013	1,500
Indiana	St. John	Chief of Police	2015	15,677
Iowa	Dubuque	Chief of Police	2021	59,700
Maine	Biddeford	Chief of Police (Virtual)	2022	21,277
	Portland	Police Chief	2023	68,000
Massachusetts	Lawrence	Chief of Police	2024	89,000
	Somerville	Chief of Police	2024	81,045
Michigan	Ann Arbor	Deputy Police Chief	2017	117,700
	Midland	Chief of Police	2011	42,000
	Midland	Chief of Police	2019	42,000
	Pleasant Ridge	Police Chief	2023	2,654
Minnesota	Dilworth	Chief of Police	2023	4,918
	Elk River	Police Chief	2024	27,000
Missouri	Independence	Chief of Police	2022	123,000
Montana	Bozeman	Chief of Police	2015	39,860
Ohio	Cleveland	Executive Director - Cleveland Community Police Commission	2024	381,009
	Kettering	Chief of Police	2014	55,870
	Upper Arlington	Chief of Police	2024	36,800
	Worthington	Chief of Police	2024	14,786
Pennsylvania	Allegheny County	Police Superintendent	2016	1,230,000
	Ferguson Township	Chief of Police	2022	18,300
	Ferguson Township	Police Chief	2017	18,300
	McCandless	Chief of Police	2016	28,457
	Mt. Lebanon	Chief of Police	2015	33,137
	Mt. Lebanon	Chief of Police	2022	33,137
Texas	Dallas	Auto Impound and Property Unit Administrator (Virtual)	2023	1,300,000
	Dallas	Personnel Division Administrator (Virtual)	2023	13,000
Virginia	Chesapeake	Chief of Police	2022	245,000
	Hampton	Chief of Police	2021	137,436
	Prince William County	Chief of Police	2020	460,457
	Roanoke	Chief of Police	2019	100,220

	Roanoke	Deputy Police Chief (2 positions) - Operations and Support Services	2022	100,220
	Roanoke	Police Chief	2023	100,220
	Virginia Beach	Chief of Police	2020	442,707
Washington	Issaquah	Chief of Police	2022	39,378
Wisconsin	Bayside	Police Chief	2018	4,400
	Beaver Dam	Chief of Police	2010	16,291
	Beloit (City)	Chief of Police	2020	36,966
	Beloit (City)	Police Chief	2016	36,966
	Brown Deer	Chief of Police	2014	12,000
	Brown Deer	Chief of Police	2021	12,000
	Burlington	Chief of Police	2009	10,511
	Cleveland	Chief of Police	2022	1,593
	Cottage Grove	Chief of Police	2022	9,740
	DeForest	Chief of Police	2018	10,000
	Evansville	Chief of Police	2019	5,124
	Grafton	Chief of Police	2019	11,766
	Middleton	Chief of Police	2024	21,000
	Middleton	Chief of Police	2019	21,000
	Milton	Police Chief	2023	5,716
	Monona	Chief of Police	2020	8,000
	Plymouth	Chief of Police/Director of Public Safety	2022	8,540
	Polk County	Chief Deputy Sheriff	2016	43,476
	River Falls	Chief of Police	2015	15,200
	Sparta	Chief of Police	2014	9,600
	Sun Prairie	Chief of Police	2019	32,894
	Waukesha	Chief of Police	2019	71,158

**Let us know how we
can assist you.**

Reach out to us today by contacting Michele Morawski,
at 224.415.3791 or mmorawski@mgt.us.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT OTHER PROFESSIONAL SERVICES EXPENDITURES FOR THE RECRUITMENT FEE ASSOCIATED TO THE HIRING OF THE POLICE CHIEF POSITION, USING POLICE DEPARTMENT SALARY FUNDS.

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

- §1: Amend the 2025 annual budget to increase the police department Other Professional Services expenditures for the recruitment fee associated to the hiring of the police chief position, using Police Department Salary funds:

10021000-43300		\$24,000
10021000-41100		(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:



TO: Mayor Ross
Members of the City Council

FROM:

DATE: February 18, 2025

SUBJECT: FOLLOW UP DISCUSSION ON POLICE DEPARTMENT FACILITY

I. RECOMMENDED ACTION

II. DEPARTMENT CONTACT PERSONS

III. DESCRIPTION

A. Background

At a previous City Council meeting Council directed staff to obtain quotes to explore various alternatives regarding the remodel/construction of the Police Administration building. Staff has obtained the requested information and is looking for further direction from the Council.

IV. IMPACT

A. Aspirations

Safe and Welcoming, and Resilient and Prepared

B. Service/Delivery Impact:

No impact at this time.

C. Fiscal Impact

Depends on what direction Council chooses. Cost estimates are attached.

VI. ALTERNATIVES

City of Minot, Police Department Study - Follow-up Services

12.20.2024
(Rev 12.23.2024)

The following fee proposal is based upon the Discussions of Council and our Phone Conversations:

- Council Directives:**
- Define a scope of work with a "project budget" of \$15 million - within the existing Station.
 - Define a scope of work with a "project budget" of \$25 million - within the existing Station.
 - Provide a Preliminary Design utilizing the Parking Ramp for a new Police Station.
 - Provide a Preliminary Design utilizing the "commercial space" within the Parking Ramp for the Municipal Courts.

1. & 2. Define Scopes of Work at \$15 Million and \$25 Million.

Task/Phase	
Initial Meeting(s) & Program Review	\$ 1,444.00
SF Allocation/Layouts	\$ 7,012.00
Estimating/Cost Modeling	\$ 4,636.00
Documentation/Presentation Meeting(s)	\$ 7,156.00
	\$ 20,248.00

3. Incorporate Program Spatially into Parking Ramp.

Initial Meeting(s) & Program Review	\$ 722.00
SF Allocation/Layouts	\$ 5,130.00
Estimating/Cost Modeling	\$ 4,814.00
Documentation/Presentation Meeting(s)	\$ 4,470.00
	\$ 15,136.00

4. Incorporate Municipal Courts into the "Commercial Space" of the Parking Ramp.

Initial Meeting(s) & Program Review	\$ 722.00
SF Allocation/Layouts	\$ 2,202.00
Estimating/Cost Modeling	\$ 2,638.00
Documentation/Presentation Meeting(s)	\$ 3,400.00
	\$ 8,962.00

Total Fees \$ 44,346.00

EAPC Architects Engineers
2080 - 36th Ave SW
Suite 210
Minot, North Dakota 58701

Prepared by:
Alan Dostert, AIA President
alan.dostert@eapc.net