



Regular City Council Meeting

Monday, February 5, 2024, at 5:30 PM

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

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

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
- 3.1. PROCLAMATION

Documents:

[GIVING HEARTS DAY PROCLAMATION 2024.PDF](#)

4. CITY MANAGER'S REPORT

Documents:

[02-05-2024 CITY MANAGER REPORT.PDF](#)
[2023 CITY OF MINOT YEAR END REPORT- FIRST DISTRICT HEALTH UNIT.PDF](#)
[2024 -1 - JAN BOD AGENDA VISIT MINOT.PDF](#)
[MINOT COMMISSION ON AGING BOARD MEETING MINUTES.PDF](#)
[JANUARY 2024 MONTHLY REPORT- MUNICIPAL COURT.PDF](#)

5. CITY ATTORNEY'S REPORT

Documents:

[2024-2.PDF](#)

6. CONSENT ITEMS

- 6.1. CITY COUNCIL MINUTES

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

Documents:

[01162024 COUNCIL MEETING MINUTES.PDF](#)
[01162024 SPECIAL CITY COUNCIL MEETING MINUTES.PDF](#)

- 6.2. ORDINANCES

It is recommended City Council approve the following ordinances on

second reading:

1. **Ordinance 5938 - 2024 BA - Law Enforcement Resiliency Grant**
2. **Ordinance 5939 - Traffic Restrictions for Transit Center Area**
3. **Ordinance 5940 - Fire Inspection Fees Ordinance**

Documents:

ORDINANCE 5938 - 2024 BA - LAW ENFORCEMENT RESILIENCY
GRANT.PDF
ORDINANCE 5939 - TRAFFIC RESTRICTIONS FOR TRANSIT CENTER
AREA.PDF
ORDINANCE 5940 - FIRE INSPECTION FEES_ORDINANCE.PDF

6.3. ADMINISTRATIVE APPROVALS

It is recommended City Council ratify the following Administrative Approvals.

Documents:

ADMIN APPROVALS 02052024.PDF

6.4. BILLS, TRANSFERS, AND PAYROLL

It is recommended City Council approve the payroll for the period of December 17, 2023, through January 13, 2024, in the amount of \$2,668,830.48 and the bills and transfers for January in the amount of \$6,864,447.47.

Documents:

CITY CLERK REPORT.PDF
JANUARY BILLS PAID.PDF
JANUARY P CARD TRANSACTIONS.PDF
JANUARY ELECTRONIC TRANSFERS.PDF

6.5. GAMING SITE AUTHORIZATION- COMPANIONS FOR CHILDREN

It is recommended City Council approve the following organization to conduct games of chance at the following locations:

Companions for Children (February 5, 2024 – June 30, 2024)

- o **The Putt District (17 S Main St)**
- o **The Blue Rider (118 1st Ave SE)**

Documents:

MEMO- GAMING SITE AUTHORIZATIONS.PDF

6.6. ALCOHOLIC BEVERAGE LICENSE RENEWAL – SAUL'S
Presented by Mikayla McWilliams and Chief John Klug

RECOMMENDED ACTION

It is recommended City Council approve the alcoholic beverage license renewal for Saul's at 105 1st St SE (basement) for the period of February 5, 2024 through December 31, 2024.

Documents:

[MEMO - ALCOHOLIC BEVERAGE LICENSE RENEWAL.PDF](#)

6.7. MAYORAL APPOINTMENTS

It is recommended City Council confirm the following appointments:

- **Trent Livedalen to replace Travis Mowbray on the MAGIC Fund Screening Committee with a term to expire December 2026.**
- **Doug Diedrichsen to replace John Van Dyke on the Minot Committee on Childcare.**

6.8. MINOR SUBDIVISION PLAT: WEST MINOT 2ND ADDITION

Presented by Doug Diedrichsen, Principal Planner

RECOMMENDED ACTION

It is recommended City Council approve a minor subdivision plat as provided in Attachment A to create West Minot 2nd Addition.

Documents:

[2024-01-04 - CITY COUNCIL MEMO WEST MINOT 2ND ADDITION.PDF](#)
[ATTACHMENT A.PDF](#)

6.9. PLEDGED ASSETS, DECEMBER 31, 2023

Presented by David Lakefield

RECOMMENDED ACTION

It is recommended City Council approve the Pledged assets as of December 31, 2023.

Documents:

[PLEDGED ASSETS MEMO.PDF](#)
[12-31-23 PLEDGED ASSETS.PDF](#)

6.10. ACCEPTANCE OF FY2023 STATE AND LOCAL CYBERSECURITY GRANT

PROGRAM (SLCGP) AWARD

Presented by David Lakefield, Finance Director

RECOMMENDED ACTION

It is recommended City Council accept the FY2023 State and Local Cybersecurity Grant Program award; authorize the Finance Director to sign the grant award; and approve the proposed budget amendment on first reading.

Documents:

[FY23 SLCGP ACCEPTANCE COUNCIL MEMO.PDF](#)
[NDDES FY 2023 SLCGP NOTICE OF GRANT AWARD.PDF](#)
[12. 2024 BA - FY23 SLCGP AWARD \(2024190002\).PDF](#)

6.11. 2028 NDDOT URBAN PROGRAM SOLICITATION (4829)

Presented by Lance Meyer

RECOMMENDED ACTION

It is recommended City Council concur with the staff recommendations and submit the requests to the NDDOT.

Documents:

[2028 NDDOT URBAN PROGRAM SOLICITATION MEMO.PDF](#)
[BROADWAY RECONSTRUCTION SCOPING REPORT SIGNED.PDF](#)
[BROADWAY INTERCHANGE RECONSTRUCTION SCOPING REPORT SIGNED.PDF](#)

6.12. WARD COUNTY CONNECTOR RAISE GRANT REQUEST RESUBMITTAL (4657)

Presented by Lance Meyer

RECOMMENDED ACTION

- 1. It is recommended City Council approve the funding request to resubmit a RAISE grant for the environmental study; and**
- 2. Approve the budget amendment on 1st reading.**

Documents:

[WARD COUNTY CONNECTOR RAISE GRANT REQUEST RESUBMITTAL MEMO.PDF](#)
[13. 2024 BA - RAISE GRANT CONSULTING FEES.PDF](#)

6.13. APPROVE PLANS AND SPECIFICATIONS FOR CANADIAN PACIFIC KANSAS CITY RAIL QUIET ZONE AND AUTHORIZE A CALL FOR BIDS (4781)

Presented by Lance Meyer

RECOMMENDED ACTION

It is recommended City Council approve the plans and specifications for the CPKC Quiet Zone and authorize a call for bids.

Documents:

[4781 - CPKC QUIET ZONE APPROVE PLANS SPECS CALL FOR BIDS MEMO.PDF](#)

6.14. LANDFILL MASTER PLAN AND SUPERFUND UPDATES (3700.1)

Presented by Jason Sorenson

RECOMMENDED ACTION

- 1. It is recommended City Council approve the task order in the amount of \$118,000 for CPS, Ltd. to update the Landfill Master Plan and Superfund site reuse documents;**
- 2. Approve the budget amendment to allocate funds from landfill cash reserves; and**
- 3. Authorize the Mayor to sign the task order on behalf of the city.**

Documents:

[MEMO - MASTER PLAN TASK ORDER APPROVAL.PDF](#)
[10. 2024 BA - LANDFILL CONSULTANTS REALLOCATION - CASH RESERVES.PDF](#)
[TASK_ORDER_17_LANDFILL PLAN UPDATE ASSISTANCE.PDF](#)

6.15. LANDFILL TRUCK SCALES RELOCATION – FINAL PAYMENT (4580.3)

Presented by Jason Sorenson

RECOMMENDED ACTION

It is recommended City Council approve the final payment for the Landfill Truck Scales Relocation Project to Prairie Scale Systems, Inc. in the amount of \$28,468.00.

Documents:

[4580.3 -LANDFILL SCALES RELOCATION FINAL PAYMENT MEMO.PDF](#)
[APPLICATION FOR PAYMENT 3 FINAL.PDF](#)

6.16. COMPOST SITE LEASE AGREEMENT (2024-2025)

Presented by Jason Sorenson

RECOMMENDED ACTION

It is recommended City Council approve the lease agreement between the City of Minot and Trinity Church for the purpose of a compost site location and authorize the Mayor to sign the agreement on behalf of the city.

Documents:

[MEMO - TRINITY CHURCH AGREEMENT \(2024-2025\).PDF](#)
[2024-2025 LEASE AGREEMENT.PDF](#)

6.17. MINOT AIR FORCE BASE MUTUAL AID AGREEMENT

Presented by Kelli Kronschnabel, Fire Chief

RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the Minot Air Force Base Fire Department Mutual Aid Agreement with the Minot Fire Department.

Documents:

[MAFB MOU MEMO.PDF](#)
[BASE MOU.PDF](#)

6.18. RESOLUTION ESTABLISHING FIRE PERMIT, LICENSE, AND INSPECTION FEES

Presented by Kelli Kronschnabel, Fire Chief

RECOMMENDED ACTION

It is recommended City Council approve the resolution setting the fire inspection fees.

Documents:

[FIRE INSPECTION FEES MEMO.PDF](#)
[FIRE INSPECTION FEES_RESOLUTION 3835.PDF](#)

6.19. SEH SCOPE OF WORK - DESIGN FOR ELECTRICAL VAULT REHABILITATION

Presented by Jennifer K. Eckman, Airport Director

RECOMMENDED ACTION

- 1. It is recommended City Council approve the Electrical Vault**

Rehabilitation final design to be conducted by Short Elliott Hendrickson Inc. (SEH);

- 2. Approve the budget amendment on first reading; and**
- 3. Authorize Mayor to sign the agreement.**

Documents:

MEMO ELEC VAULT_FINAL DESIGN.PDF
SEH PROPOSAL_FINAL DESIGN_2024 ELECTRICAL VAULT.PDF
11. 2024 BA - AIRPORT ELECTRICAL VAULT.PDF

7. ACTION ITEMS

- 7.1. EMERGENCY PURCHASE – FUEL FARM JET A PUMP
Presented by Jennifer K. Eckman, Airport Director

RECOMMENDED ACTION

It is recommended City Council retroactively approve the emergency purchase of the pump system for the Jet A fuel at the airport owned fuel farm in the amount not to exceed \$76,010.00.

Documents:

1. 20240205 MEMO FUEL FARM EMERGENCY PURCHASE.PDF
MINOT INTERNATIONAL AIRPORT PUMP PROPOSAL_UPDATE
QUOTE.PDF

- 7.2. PROJECT BEE AND BROADWAY CIRCLE ACTIONS

Presented by Harold Stewart, City Manager; Chris Plank, NDR Grant Administrator; and David Lakefield, Finance Director

RECOMMENDED ACTION

- 1. It is recommended City Council approve the Mutual Termination Agreement with Project BEE for sub-recipient agreements related to the Broadway Circle Project;**
- 2. Accept Assignment of the Mattson Construction Contract;**
- 3. Accept Assignment of the EAPC Construction Management Contract;**
- 4. Authorize the Mayor and Finance Director to sign all necessary documents;**
- 5. Approve the necessary Budget Amendment; and**
- 6. Approve Staff proceeding with payment of pay orders prior to a Second Reading.**

Documents:

CC MEMO PROJECT BEE MUTUAL TERMINATION.PDF
84. 2023 BA - BROADWAY CIRCLE.PDF
TERMINATION AGREEMENT PROJECT BEE_FINAL.PDF
CONSTRUCTION CONTRACT ASSIGNMENT_2.1.24.PDF
SKM_C300I24020515060.PDF
LEASE ASSIGNMENT_OISHI.PDF
LEASE ASSIGNMENT_WELCOME TABLE.PDF

7.3. 2024 WATERMAIN IMPROVEMENTS – PROCUREMENT WAIVER (4817/4818)
Presented by Jason Sorenson

RECOMMENDED ACTION

It is recommended City Council waive the procurement requirement for a purchase over \$50,000 and authorize a purchase using quotes.

Documents:

4817 - WATERMAIN IMPROVEMENTS - PROCUREMENT WAIVER.PDF

8. PERSONAL APPEARANCES
9. MISCELLANEOUS AND DISCUSSION ITEMS
9.1. MINOT INTERNATIONAL AIRPORT (MOT) 2023-25 FORECAST AND ANALYSIS
The City's Air Service Consultant will provide a forecast and analysis for the Minot International Airport and the industry.

Documents:

MOT CITY COUNCIL PRESENTATION FEB 2024 V1.PDF

9.2. RECYCLING UPDATE
Presented by Jason Sorenson

Documents:

RECYCLING UPDATE 20240205.PDF

10. ADJOURNMENT



City of Minot Mayor Proclaims Feb. 8 as Giving Hearts Day

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

WHEREAS, Giving Hearts Day is an example of the private sector assisting charitable, non-profit organizations that improve the quality of life for many members of our community; and

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

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

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

NOW, THEREFORE, DO I, Tom Ross, Mayor of the City of Minot, hereby proclaim Feb. 8, 2024, as Giving Hearts Day in Minot, and ask public officials, business and community leaders, and all Minot residents to observe this day with appropriate activities and programs; recognize charitable non-profits, their staffs and volunteers who provide essential services to our community; and support Giving Hearts Day by volunteering or providing financial support to charities in Minot and across North Dakota and northwest Minnesota at givingheartsday.org.

Mayor Proclaims Feb. 8, 2024, as Giving Hearts Day

Tom Ross, Mayor, City of Minot

City of Minot City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: February 5,2024

City Manager:

The Assistant City Manager has officially started in his position. Time was spent onboarding and introducing Mr. Joyce throughout the organization, and transitioning some key projects and information to him.

Significant time was spent by Staff assessing the Project BEE situation and preparing documents for Council action. A special thanks to the City Attorney, the Finance Director and other key staff, and the NDR/CDBG staff for making this matter a priority. This was an unexpected and time-consuming need in addition to other priority projects.

Coordination and preparation has begun to submit an application to the EPA to conduct Phase 1 and Phase 2 Assessment of the old Trinity Hospital properties. It is anticipated this will be on the Council agenda for February 20th.

Staff is planning to present information and options regarding ADA compliance and power assisted doors at the February 20th Council meeting.

Staff has also begun working on updating the City's Title VI plan, and developing an Emergency Action Plan for the new City Hall and other City facilities.

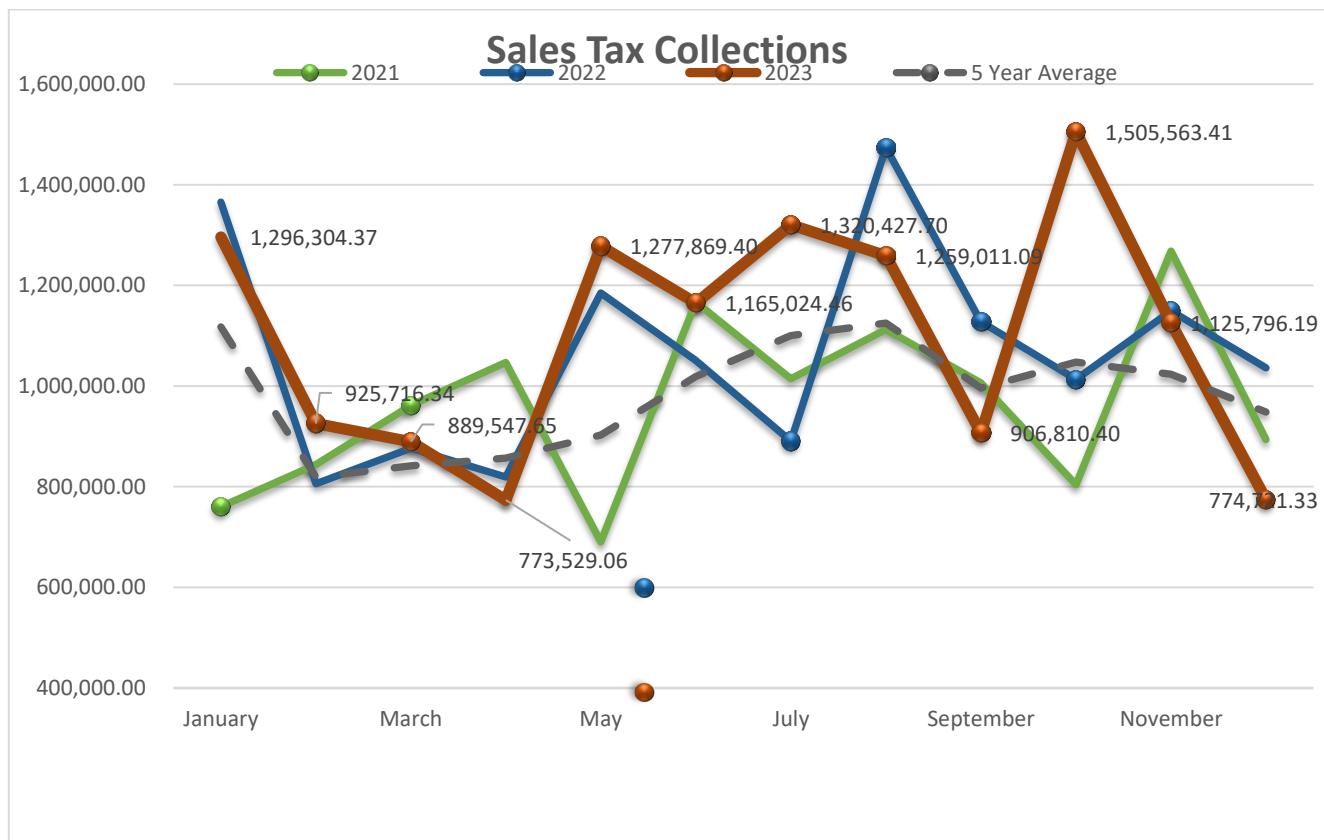
Meetings attended included: Attended the Verendrye Electric CEO retirement open house; Liaison Committee meeting; communication meeting with The Retail Coach; meeting planning the upcoming State of the City; attended the Winter Employee Recognition event; Project Sentinel quarterly communication meeting; Alcohol Ordinance Review and Rewrite Committee meeting; meetings with CPSM representatives on the Fire Department assessment; City Hall employee potluck; attended the 2024 Honorary Commander Induction Ceremony; monthly meeting with the Parks Director; Central Dakota Policy Board meeting; Veteran's Symposium Committee meeting; American Battle of the Books at Hoeven Elementary; and various communication meetings with Department Heads and staff.

**Finance
Director, David Lakefield**

The Finance Director submits this report to provide additional information to update you on the financial condition of the City. This report is intended to supplement the monthly/quarterly reports that are published on the City's website.

Tax Collections

Attached you will see the latest update on sales tax collections. After several months of strong collections, we have seen collections retreat. YTD collections are still 3.33% ahead of 2022 and 20.18% ahead of budget. Hub City collections remained strong but off of last month's collection numbers and down \$120,577 or 1.7% YOY.



Treasury Activities

As interest rates have stabilized, we continue to evaluate the best investment vehicle for funds that are kept in reserve. We are following the markets closely and will work to lock in some of the higher interest rates in longer term investments as the opportunities arise. These efforts have included deposits in additional financial institutions within the city.

We also continue to work on implementation of an Accounts Payable Payment Management system that will allow us to issue payments to vendors via electronic methods and reduce the number of paper checks that we issue.

Fiscal Year 2023 Year End

The Finance Dept. is working diligently to complete year-end activities and prepare for the upcoming financial audit. This is a very busy time for staff and this is compounded by current staff shortages. I appreciate the hard work and dedication of the Finance staff who are putting in extra hours to keep things on schedule.

2025 Budget

Meetings are already starting in anticipation of preparation of the 2025 Budget. We will have a number of challenges and uncertainties to work through with the upcoming budget. More information will be forthcoming as we get further into this process.

Ongoing Projects

The first draft of the update to the City Procurement Policy is nearly complete. This effort was necessary to bring the policy into alignment with the current process since the implementation of the JARVIS computer system, simplify the process and improve compliance. Once complete, there will be scheduled training for all employees who make purchases on behalf of the City. We will also be looking at updates to the Code of Ordinances to update the process of handling budget amendments.

We continue to work on several implementation projects including: Special Assessments, Cashiering upgrade, JARVIS upgrade, Cityworks / Assetworks integration and a number of others.

Engineering
City Engineer, Lance Meyer

Department Updates

- In January, the Department issued 3+ right of way permits and attended 3 DRT meetings.
- Cityworks software configuration is in its final stages. We are currently wrapping up contractor licensing for 2024, as well as alarm and tobacco licensing. We are hosting the first sessions on permitting training for contractors and will continue to do so in February.
- In January, the Traffic Division had 11 emergency call backs and completed 38 work orders, including 4 streetlight luminaire replacements, 4 signal led replacements and 13 hit traffic signs.
- In early-February, Stephen will be attending the ATSSA annual meeting via a public agency scholarship offered by the organization. The ATSSA annual national meeting with the mindset of innovating roadways, advancing safety and enhancing infrastructure.
- In December 2023, the Engineering Department submitted 5 Flex Fund applications to the NDDOT. Staff is hopeful that decisions on the awarded projects will be made in February.

Staffing

- We have converted one open project engineer position to an engineering technician position and are currently working through the process with a qualified applicant.
- We plan to attend several spring career fairs across the state in hopes of recruiting a new graduate to fill the project engineer position.

2023 Project Updates

- Most 2023 projects have been completed and final payments issued.
- 2023 Signal Improvement and 2023 Signal Cabinet Improvement projects are awaiting material. There are significant delays in traffic signal related equipment. Both of these projects are anticipated to be completed by July 2024.
- The 37th Avenue SW and 23rd Street SW traffic signal, as part of the 2022 Signal District-1, was turned on in early January. Seeding and final checklist items will be completed in the spring.
- 2023 Sidewalk, Curb & Gutter is substantially complete but has punch list items that cannot be completed until spring.

2024 Project Design

- 2024 Street Seal and Microsurfacing are both currently advertising for a February 13th bid opening. 2024 Street Improvement, Patching, SC&G, Concrete Rehab, and Pavement Markings will advertise mid-February for a March 12th bid opening.
- 2024 Signal Improvement for S Broadway and 16th Avenue SW was awarded and material is being ordered.
- Storm Sewer District 124 is in preliminary design. A public information meeting regarding the district will take place in early 2024.
- The Puppy Dog Storm Sewer project is in final design and has begun right of way acquisition. Staff is aiming for a spring bid.

**Fire Department
Fire Chief, Kelli Kronschnabel**

CPSM site visit took place this past week. They took three days to visit all the stations, meet with many of our stakeholders and seem to have a real understanding of our organization. We are looking forward to their report in a couple months. January has been busy not only with emergencies but also with the nice weather we are again able to get outside.

INCIDENTS: REVIEWED INCIDENT COUNTS

MINOT FIRE DEPARTMENT | Last Refresh: 1/29/2024 8:00 PM

429

4

429

398

31

8%

Incidents Filtered Not Reviewed Incidents YTD Prior YTD Δ over PYTD % over PYTD

of Incidents by Month

● # of Incidents ● # of Incidents (Prior Year)

420

400

380

2024

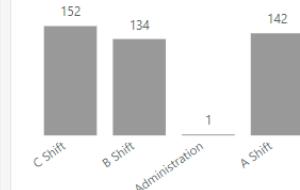
Incident Series

	# of Incidents
1XX - Fire	3
2XX - Overpressure Rupture, Explosion, Overheat(no fire)	2
3XX - Rescue & Emergency Medical Service Incident	323
4XX - Hazardous Condition (No Fire)	14
5XX - Service Call	13
6XX - Good Intent Call	28
7XX - False Alarm & False Call	45
9XX - Special Incident Type	1
Total	429

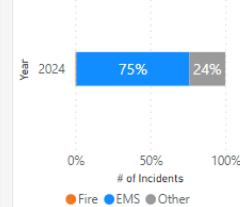
Top Stations by # of Incidents

Station 2	149
Station 1 ...	140
Station 3 ...	56
Station 5 ...	51
Station 4 ...	33

of Incidents by Shift



of Incidents by Category



Occupancies: Inspection Counts

MINOT FIRE DEPARTMENT | Last Refresh: 1/29/2024 8:00 PM

Occupancies Inspected Inspections Inspections YTD Inspections PYTD % Over PYTD

142

142

142

52

173%

Average Duration

Number of Inspections

Total Time Estimate

Total Time Spent

● Current ● Previous Year

150

100

50

Jan 2024

Mar 2024

May 2024

Jul 2024

Sep 2024

Nov 2024

MonthStart

Inspector

Inspections Completed

Inspections YTD

Inspections PYTD

Total

63

63

15

75

75

16

4

4

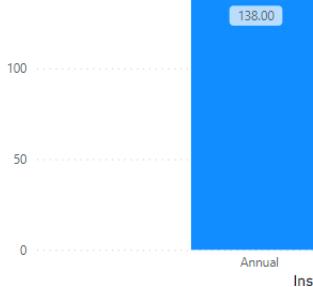
21

142

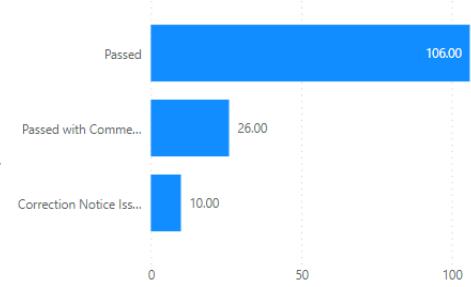
142

52

Inspections



Inspections



Inspection Observations

Inspection Tree

Police Department
Police Chief, John Klug

The report provided for information updates for the police department is in the transition phase to become more informative for the Council members. My intent is to start providing data that will give you a monthly snapshot of activity within the Minot community. It will also continue to provide information about the department's operation. My intent to change the police reporting to the first meeting does not work as intended since some reports are due before the month end, thus skewing the data slightly. Therefore, the new format will be implemented more thoroughly for the second meeting in February.

The police department is currently at 83% effective strength for sworn officers with 14 of the 84 sworn positions not fully effective or vacant. The current effective strength of sworn staff is due to the following:

- 3 – Injury/Medical
- 11 – Vacant positions

In addition to police officers, we have extended an offer of employment for our Parking Enforcement Officer, who will be assigned to Patrol, and our additional Administrative Clerk for our Records Section.

We have had a few resignations from our team in Central Dispatch. We are currently at 58% effective strength with 7 of the 17 positions not fully effective or vacant. We are in the process of hiring for the vacant positions so we should have some of them filled in the next month. The current effective strength is due to the following:

- 2 – New Dispatchers in Training
- 5 – Vacant Positions

The police department responded to 41,103 calls for service in 2023. This is about a 4.5% increase, 1,922 more calls for service, than in 2022.

Airport
Director, Jennifer Eckman

Attached you will find the information pertaining to the airport's operations during the month of December 2023. I am including the City Manager so he may add the information to his report.

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

- December of 2023 there was a significant increase in enplanements and revenues across the board over last year and mostly over last month. With the direct flights to Orlando-Sanford Airport the increased capacity brought the overall load factor (% of seats filled) down slightly, but still well above national average. The only revenue number which was lower over last month was car rentals. This is typical seasonal activity with less demand for rental cars during the holidays.

Staffing and Training

- Staffing –
 - Part-Time – A new part-time Facility Tech started December 6, 2023 to help with the heavy holiday travel.
 - Airport Safety & Security Specialist – Interviews were conducted during the month and an offer was made to an internal candidate. The start date for the new position will be late-January.
 - Airport Facility Tech – Since the Airport Safety & Security Specialist was filled with an internal candidate the recruitment process for the vacated position has begun.
- Training and City P.R.I.D.E. –
 - PRIDE Employee Committees - Airport Staff members continued to represent the department on each committee.
 - City Safety Committee – The Airport Facility Foremen and staff represents the Airport on this committee.
 - ADP Training – The Airport team continued to attended various trainings offered by HR throughout the month.

Equipment and Facilities

- Equipment –
 - Snow Removal Equipment (SRE) – The broken high speed plow continued to be out-of-service as the City Shop looked for replacement parts to a broken leaf-spring set. They were able to find some at a much lower cost than the initial quoted of \$45,000. The airport is now looking at a bill of under \$10,000 for full repair (parts and installation).
 - Tractor at third party for repairs. Been out of service since May 2023.
- Airside Equipment –
 - Electrical Vault – The equipment in the vault continues to be an issue. The FAA and the NDAC are in agreement to add this as a fundable project for the 2024 grants.
 - Airside Electrical Generator – There is no change in the slow leak in radiator. We are looking to see if it can be added to the other needs for the electrical vault.
 - Two caster wheels on high speed broom had bad seal and needed total replacement.
 - Jet bridge 4 continues to exhibit electrical issues when connected to aircraft. Working to coordinate a time for troubleshooting with airlines, mechanic, and electrician.
- Facilities –
 - Commercial Terminal –
 - Fire Alarm – The fire alarm panel's annunciator continues to not work properly. Federal ATP grant was applied for the estimated \$140,000 repair. The last heard is early spring may be the soonest we hear. The team has asked SEH to see if they could develop specs for an RFP.
 - North baggage carousel in baggage make-up area was down for a couple of weeks due to bad rollers. Airport staff were able to find replacement parts in order to make necessary repairs.
 - Began procurement and installs preparation for overhead door sweeps and additional heat within tug tunnel and rental car offices.

Community Engagement

- *Local Emergency Planning Committee (LEPC)* – Airport staff participates in LEPC activities.
- *Airport Association of North Dakota (AAND)* – Airport Operations and Maintenance Manager is on the board.
- *Service Organizations* –
 - *Kiwanis* – The airport director gave a short presentation and provided a tour of the terminal during the month.
 - *Optimist Club* – The airport director spoke at the club's regular meeting.
 - *Rotary* - The Airport Operations and Maintenance Manager participates in Rotary.
- *Social Media* –The top post for the month was the airport's elf-on-a-shelf playing hide and go seek on December 21, 2023 with a reach of over 3,800+.
- *Minot Area Chamber EDC Committees* – Airport Director participates in the Infrastructure, Energy, and Military Affairs committees and serves as an honorary commander of the 5th Logistical Readiness Squadron.
- *American Association of Airport Executives* – Airport staff participates in a variety of subcommittees and working groups within this organization and its Great Lakes Chapter.

**Public Information
Public Safety
T. Kvigne**

Highlights and Takeaways

Fire Department

- Work continues to increase the number of followers on both Facebook and Instagram. Since the creation of this position, we have seen continued growth month over month in both followers and reach. In 2024, our main goal is to see continued growth, which will be monitored monthly.
- In January, I gave a presentation at a command staff meeting for the Fire Department. The presentation recapped 2023 in regards to social media metrics, community outreach, and the goals of 2024.

- In regards to social media, January started off on a high note. Our Facebook account gained 146 new followers/likes, which put us at 4,063. The total reach we gained from our January Facebook posts was 428,895, and they were all organic (organic meaning no ad campaigns attributed to that number). To put this in perspective, we had a total of 168,802 in total reach for the whole year in 2023. Our two highest reaching posts are attached below.

Hey, want to see something cool? Here is a look at our new Aircraft Rescue and Fire Fighting (ARFF) apparatus that should arrive this spring. Did you know that Station 3, located at the Minot Intern... [View post](#)

Post · Published on: Fri Jan 19, 10:15am

Overview

Reach <small>19,171</small>	Impressions <small>19,705</small>	Interactions <small>168</small>	Link clicks <small>--</small>
Higher than typical	Higher than typical	Higher than typical	

Reach

Time	Reach
15m	0
4h	~1,000
9h	~11,000
16h	~13,000
1d 6h	~14,000
3d	~14,500
7d	~18,000
17d	~18,000

Interactions

Reactions <small>152</small>	Comments <small>9</small>	Shares <small>6</small>	Saves <small>1</small>
Higher than typical	Higher than typical	Typical	Higher than typical

Feed preview

Minot Fire Department · Published by T Mitchell Kvigne · January 19 at 10:15 AM · [View post](#)

Hey, want to see something cool? Here is a look at our new Aircraft Rescue and Fire Fighting (ARFF) apparatus that should arrive this spring.

Did you know that Station 3, located at the Minot International Airport, responds to calls throughout the city, and is ready to respond to any incident that may occur at the airport? ... [See more](#)

[View post on Facebook](#)

Police Department

- Similar to the goals of the Fire Department, continual growth of the social media accounts is a goal for the Police Department. Since the creation of this position, the PD Facebook page has seen growth. In January of 2023 the PD Facebook page had 15,386 whereas at the end of January 2024 we have 18,984 followers, so an increase of 3,598 followers.
- In January, I attended the quarterly Sergeant meeting to discuss the topics of interest in regards to media releases, and created a media release form that the Sergeants can fill out and send to me for potential releases. This is a step in the right direction in getting more information out to the media and public, and allow our department to strengthen the relationship with our community and media members.

Like Fire, the PD social media started off the year on a high note as well. In January we gained 284followers/likes on our Facebook. Our reach for the month of January was also impressive. Our

monthly reach was up 116% from December for a total of 151,240 people reached. Most of this can be attributed to a different recruiting tactic we implemented for job vacancies in Dispatch and Police Officers. We utilized a simplistic approach, by drawing a job ad for both positions rather than creating a graphic via photoshop/canva. These posts (attached below) generated a lot of engagement throughout the community, and we interacted with people in the comments to encourage more engagement.

Our graphics guy = NOT HAPPY. He mumbled something about "since you can do a better job" as he threw down some colored markers and information about another job opening. Drum roll please.....

Post · Published on: Thu Jan 11, 2:30pm

Overview

Reach i	Impressions i	Interactions i	Link clicks i
62,118	64,689	819	1,064
Higher than typical	Higher than typical	Higher than typical	Higher than typical

Reach

Interactions i

Reactions i	Comments i	Shares i	Saves i
599	139	70	11
Higher than typical	Higher than typical	Higher than typical	Higher than typical

Feed preview

Minot Police Department · Published by T Mitchell Kvigne · - January 11 at 2:30 PM · i

Our graphics guy = NOT HAPPY. He mumbled something about "since you can do a better job" as he threw down some colored markers and information about another job opening.

Drum roll please.... 🥁

Here it is - Come be a dispatcher for us.... See more

[See insights and ads](#) [Boost post](#)

599 i 139 i 70 i

[View post on Facebook](#)

We apologize, but this will have to do. The person who does our graphics is out of the office. Start 2024 on a high note, come work for us. <http://tinyurl.com/MinotPDOfficerJob>

Post · Published on: Wed Jan 10, 3:21pm

Overview

Reach i	Impressions i	Interactions i	Link clicks i
38,351	40,084	982	192
Higher than typical	Higher than typical	Higher than typical	Typical

Reach

Interactions i

Reactions i	Comments i	Shares i	Saves i
770	126	84	2
Higher than typical	Higher than typical	Higher than typical	Typical

Feed preview

Minot Police Department · Published by T Mitchell Kvigne · - January 10 at 3:21 PM · i

We apologize, but this will have to do. The person who does our graphics is out of the office.

Start 2024 on a high note, come work for us.

[http://tinyurl.com/MinotPDOfficerJob... See more](http://tinyurl.com/MinotPDOfficerJob...)

[See insights and ads](#) [Boost post](#)

770 i 126 i 84 i 2 i

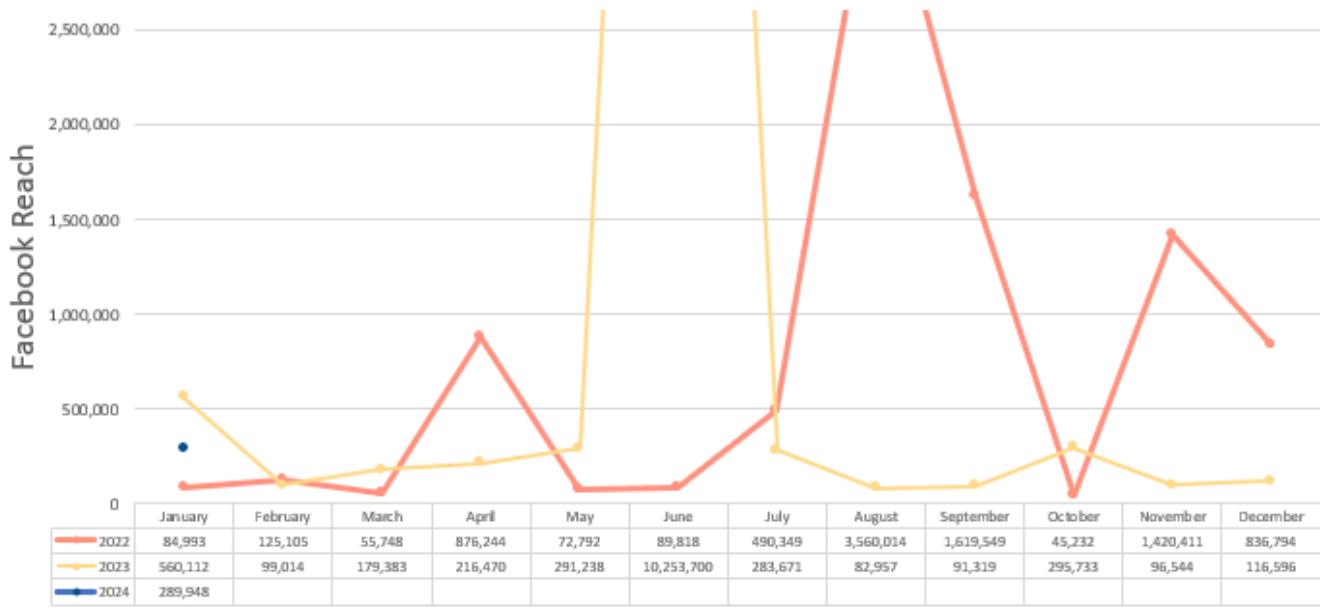
[View post on Facebook](#)

**Public Information
Communication and Engagement Manager,
Jennifer Kleen**

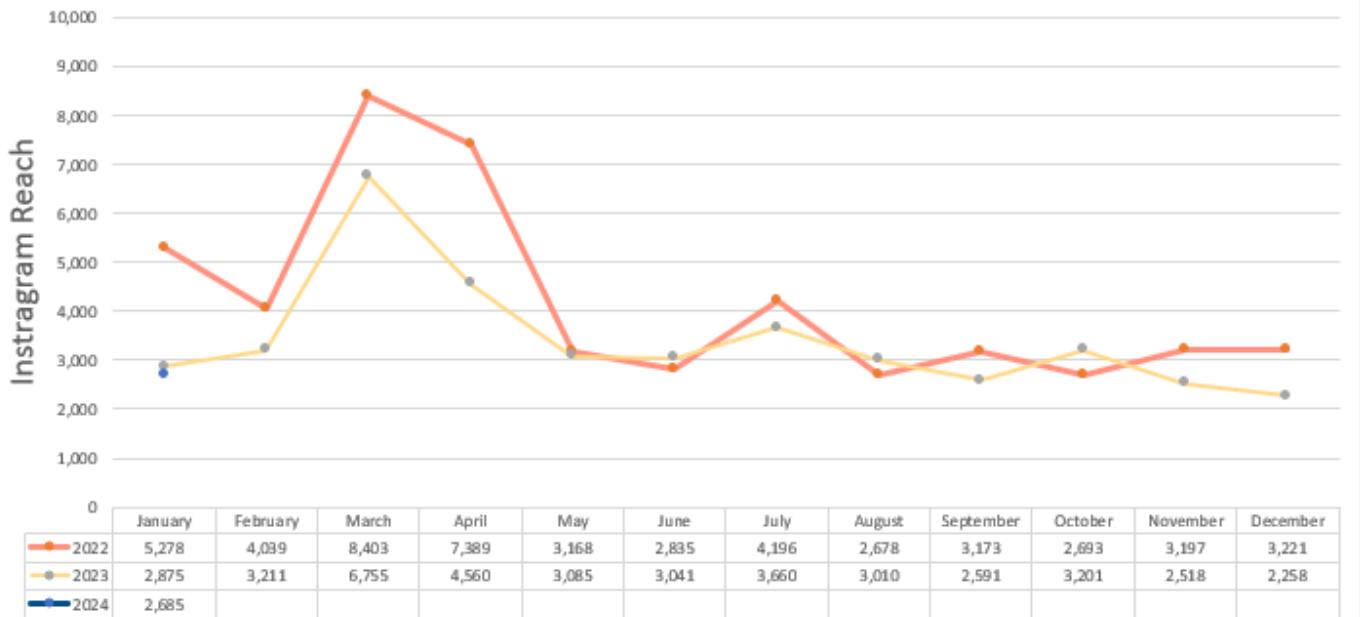
Highlights and Takeaways

- Work continues in our office in conjunction with Mayor Tom Ross, City Manager Harold Stewart, Executive Secretary Anna Schraeder, and others on the upcoming State of the City, which is set for Feb. 8 at the MSU Dome. The noon luncheon event will broadcast on the City's social media platforms, including Facebook and YouTube.
- In January, the three staff members in our office spoke to the Minot Area Professional Communicators group at a lunch. In addition to informing the group about the duties of our office, we answered a lot of questions about City related issues, including streets, sanitation, snow removal, and how the City, in general, decides how and when to communicate with the public.
- We continue to assist multiple City departments with communication efforts. The past month was a busy one for answering airport de-icing questions, recycling and general sanitation questions, as well as the usual questions/concerns about snow removal, street conditions, etc. Our goal is to always answer these questions or concerns with facts, and the level of support we receive from every department at the City continues to grow makes our jobs much easier.
- Construction season will be here before long, so we'll begin working with Public Works, Engineering, Traffic, Street, Water/Sewer and other departments on what's on their construction schedules for 2024.

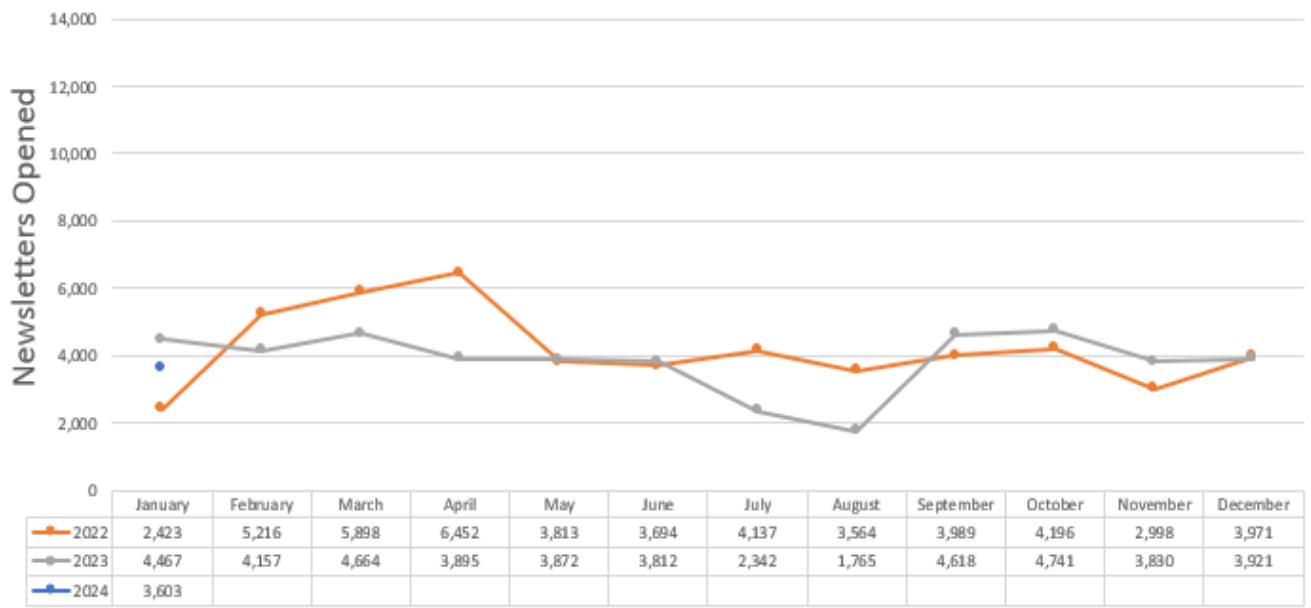
Facebook Reach Month by Month



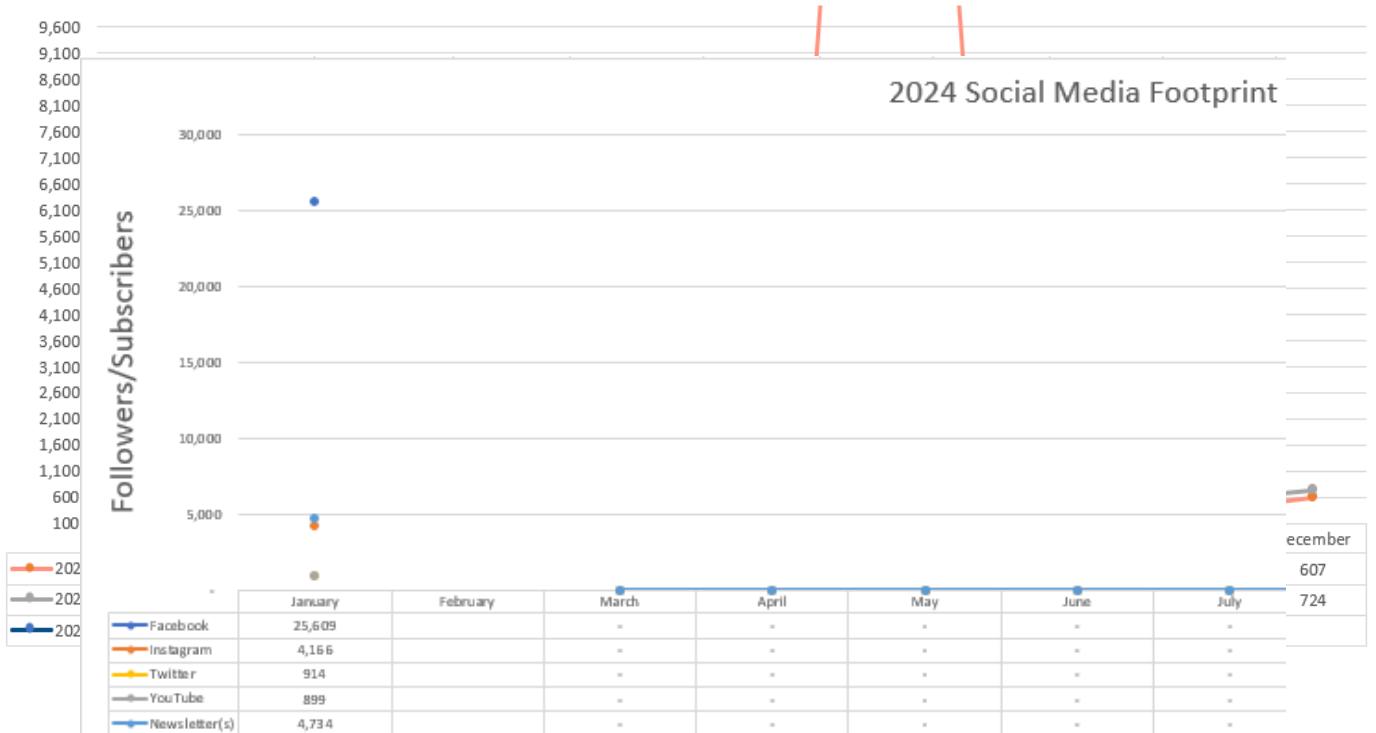
Instagram Reach Month by Month



Newsletter Opens Month by Month



Twitter Reach Month by Month



2023 Service Summary

FDHU Environmental Health provided over **5,600** services in the Minot community.

FDHU Health Promotion served **1600** individuals in Minot through our community education and outreach programs.

FDHU Nursing served over **2000** clients in the Minot community through the following programs: Optimal Pregnancy Outcome Program, High Priority Infant, HIV testing and treatment, Ryan White, Harm Reduction, STI, and Family Planning. Nursing services also provided over **11,600** immunizations in the Minot community.

FDHU Mobile Unit served the Minot community with **20** off-site clinics in the community.

Program numbers are broken down on the back of this report.



First District Health Unit 2023 Services Agreement Year End Report

In addition to community services, the following services were provided to the City of Minot per our service agreement.

Material and personnel were provided to conduct **605** water tests for the City Public Works Department. The agreement allows up to 700.

Material and personnel were provided to conduct **57** wastewater tests for the City Public Works Department. The agreement allows up to 300.

No vaccines were administered to the City Public Works Department staff in 2023. Up to 5 each of Hepatitis B, TDAP, and Boostrix TDAP are allowed per the service agreement.

There were **123** two-dose boxes of Narcan provided to the City of Minot for the Police Department and Fire Department. There were 125 allowed per the service agreement.

2023 Report for the City of Minot

Healthy People in Healthy Communities

2023 Year-to-Date *Minot numbers are included in Ward County totals.

January - December 2023	Bottineau 2023	Burke 2023	McHenry 2023	McLean 2023	Renville 2023	Sheridan 2023	Ward 2023	Minot* 2023	Total 2023
ENVIRONMENTAL HEALTH									
Body Art/Tanning Inspections	0	0	4	2	1	0	22	21	29
Childcare Inspections	3	2	6	2	1	1	35	29	50
Food Safety Training	59	6	8	61	3	10	494	482	641
Food/Lodging Inspections	83	36	43	107	31	13	744	672	1057
Indoor Air Quality	0	0	0	0	0	0	20	17	20
Licenses - Environmental Health	120	43	66	150	38	19	840	758	1276
Nuisances	1	5	3	4	3	1	52	32	69
Recreational Water Inspections	2	0	1	3	1	1	34	31	42
Septic System Permits	19	3	17	49	5	1	55	0	149
Water Tests	0	0	0	0	0	0	3619	3619	3619
HEALTH PROMOTIONS									
Beverage Server Training	0	0	0	0	27	0	127	127	154
Car Seats Distributed	0	0	0	0	0	0	35	35	35
Narcan distribution	66	27	60	83	54	10	1373	1355	1673
Stepping On participants	0	10	13	0	0	0	41	41	64
Tobacco Cessation	0	0	0	1	0	2	51	51	54
NURSING									
Adult Health Programs	119	22	120	32	1	30	77	46	401
Child Health Services	177	92	278	361	115	43	385	132	1451
Family Planning, STI/HIV//AIDS	0	0	0	0	0	0	768	664	768
High Priority Infants	0	0	0	0	0	0	90	74	90
Immunization visits - adult **	1293	361	601	1050	442	242	10779	8681	14768
Immunization visits - child **	887	271	383	666	137	110	3883	2954	6337
Jail Health - # inmates served	0	0	0	0	0	0	619	619	619
Optimal Pregnancy Outcome Program	0	0	0	0	0	0	23	22	23
Ryan White # enrolled	0	0	0	0	0	0	93	85	93
Syringe Service Program	0	0	0	0	0	0	417	373	417
Tuberculosis - active, latent, testing	4	0	0	0	11	0	135	114	150
WIC/Nutrition	577	0	417	66	28	224	12475	10180	13787
TOTALS	3410	878	2020	2637	898	707	37286	31214	47836

Adult Health - services for medical injections, general nursing services, screenings.

Child Health - screenings (preschool, vision, hearing, orthodontic), general nursing services. Nuisances - complaints received by EH.

**Data represents the number of client visits except Immunizations which represents the number of vaccines given.

Mobile Unit (# of days mobilized)	0	0	1	0	0	0	20	20	21
-----------------------------------	---	---	---	---	---	---	----	----	----

Mobile Unit went into service 7/2023



BOARD MEETING AGENDA

Wednesday, January 17, 2024, 9 am

Location: Sleep Inn – Theater Room

Call to Order: Introductions

<u> </u> Amanda Shappell	<u> </u> Randy Conway
<u> </u> Megan Langley	<u> </u> Thor Nelson
<u> </u> Paul Pitner	<u> </u> Pamela Hopkins
<u> </u> Josh Galloway	<u> </u> Jesse Zwak
<u> </u> Gabriel Mejia	<u> </u> Stephanie Schoenrock – Executive Director

- Ex-officio Reports**

- City Council Report – Paul Pitner
- Stakeholder Report – Stephanie Schoenrock

- President's Report – Megan Langley**

- Approval of minutes from the November meeting and December special meeting

- Treasurer's Report –**

- Review and Approval of November and December Financials

- Staff Production Report**

- Old Business**

- Building update
- Destination Development Grant – ND Department of Commerce
- ARPA Funding – Ward County
- Tourism Recovery and Resilience Project – Phase 2
- Hotel Tax – City Ordinance

- New Business**

- Election of Secretary/Treasurer
- Employee handbook update – insurance coverage
- Budget 2024
- Approved Funding

Next Board Meeting: Wednesday, March 20, 9 am

Location – Sleep Inn

MINOT COMMISSION ON AGING

Board of Directors
MCA Meeting Room – Parker Center
December 15, 2023

PRESENT: Penny Hamilton, Denise Larson, Andrew Maragos, Mary Nester, Steve Podrygula, Tom Probst, Pat Schmitt, Larry Wahlund, Alan Walter

STAFF: Roger Reich, Val Millen, Deb Leyrer

ABSENT: Lacey McNichols, Bob Schempp, Vicki Summerfield

Vice President Mary Nester called the meeting to order at 12:00 pm.

ANNOUNCEMENTS: None

APPROVAL OF MINUTES: Tom Probst motioned to approve the minutes for November 2023, seconded by Larry Wahlund; motion carried.

FINANCE REPORT: Val Millen reporting.

- Val Millen presented the October 2023 financials.
- Copies of the 990 and audit were made available to the board as well as copies of the check register.
- Andy Maragos motioned to approve the financials, Steve Podrygula seconded; motion carried.

DIRECTOR'S REPORT: Roger Reich reporting.

- To date, we have no firm condo agreement from the lawyers.
- We shut down the Coffee Shop for a week because of illness; we kept the meal program going.
- We had 11 seniors join us for the Tour of Lights; this included dinner and then a drive through Oak Park.
- Staff delivered over 1300 frozen meals to the rural communities.
- Prairie Rose is down to two homemakers, one of which is retiring this month. If we are unable to hire more staff, we will provide care for private pay clients and also continue to provide SPED meals.

PRESIDENT'S REPORT: None

NEW BUSINESS:

- The Nominating Committee brought to the board a possible new Board Member to replace Larry Bellew - Jay Fisher. Andy motioned to invite Jay Fisher to join our Board, Steve Podrygula seconded; motion carried. Andy Maragos will reach out to Jay and see if he is interested.
- Mary Nester reported that the Budget Committee met. After questions were answered regarding the budget, Larry Wahlund made a motion to approve the budget as presented to the Board, Steve Podrygula seconded; motion carried.

NEXT MEETING: January 19, 2024 in the meeting room.

Meeting was adjourned at 12:25 pm.

Respectfully submitted,

Deb Leyrer
Recorder

Lacey McNichols
Secretary

MINOT MUNICIPAL COURT
MONTHLY REPORT COMPARISONS FOR JANUARY 2023/2024

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

	<u>JANUARY 2023</u>	<u>JANUARY 2024</u>
<u>MUNICIPAL COURT CASES</u>		
FILED	260	401
DISPOSED	280	381
<u>PARKING TICKETS</u>		
WRITTEN	138	87
PAID	119	82
<u>REVENUE</u>		
FINES & FORFEITURES CASH	\$ 27,585.93	\$ 24,484.88
SUSPENDED FOR JAIL OR CS	\$ 0.00	\$ 0.00
WAIVED	\$ 2,617.00	\$ 6,399.99
DISTRICT COURT TRANSFERS	\$ 0.00	\$ 160.00
PARKING TICKETS	\$ 2,620.00	\$ 1,720.00
COPY FUND	\$ 30.00	\$ 0.00
FROM POSTED BOND	\$ 16,924.91	\$ 20,299.69
ACCOUNTS RECEIVABLE BALANCE	\$ 656,965.98	\$ 717,311.18*
BALANCE LAST MONTH	\$ 703,499.71	(AN INCREASE OF \$13,811.47)
<u>COLLECTION AGENCY</u>		
TURNED OVER FOR COLLECTION	\$ 1,377.25	\$ 3,690.00
COLLECTED	\$ 2,199.12	\$ 375.00
UNCOLLECTABLE	\$ 6,358.39	\$ 613.00
<u>ADMIN FEE TO DOM VIOL FUND</u>		
FEES PAID	\$ 1,512.97	\$ 1,556.20

*Reflects total fees receivables less 80% of total restitution, which is not owed to the City of Minot (80% = \$205,597.54)



Date: February 1, 2023
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (February, 2024)

Pursuant to Minot City Code of Ordinances, Section 2-30(7), the following items or issues are submitted as a summary of some of the matters addressed by the City Attorney's Office prior to the February 5, 2023 City Council meeting:

I. Civil Matters

A. Floodplain Eminent Domain Cases:

1. City of Minot v. John Dokken, et al.

Counsel: John Warcup

Opposing Counsel: Bruce Schoenwald

Current Status: Closed at District Court
Settlement Agreement signed, property transfer pending

Following commencement of eminent domain proceedings on this property, the City and Property Owners reached a resolution whereby the City agreed to purchase of the Dokken property at the appraised value of \$315,000 with the following terms 1) the Dokkens would be allowed to retain ownership of a shop and shed located on the property by reducing the purchase price by their salvage cost - \$4500 for the shop, and \$150 for the shed, respectively; 2) The Dokkens would be responsible for the cost of moving the shop and shed; 3) The Dokkens would waive any claim for recovery of attorney fees or costs; and 4) the Dokkens will continue to have full use and enjoyment of the property, but will be fully responsible for repairs, maintenance, utilities, taxes, and insurance on the property until closing, which should occur on or before August 9, 2024.

February: Settlement Agreement is signed, parties are working through the settlement terms. Closing is set for August 9, 2024.

2. City of Minot v. Trinity Health, a North Dakota non-profit corporation, et al.

Counsel: John Warcup

Opposing Counsel: David Hogue

Current Status: Closed at District Court
Property acquired, and plat is prepared and will be on the February 20th City Council meeting consent agenda.

Following commencement of eminent domain proceedings on this property, the City and Property Owners reached a resolution whereby the City agreed to purchase the Trinity

property for \$850,000.00 inclusive of just compensation, damages, attorney fees, and costs. Staff retained Houston Engineering to prepare a new plat of the property that includes a metes and bounds description – a requirement of the Ward County Recorder.

February: Property acquired, payment rendered to Trinity. Plat was received from Houston Engineering and will be on the February 20th City Council's consent agenda for minor plat approval.

3. City of Minot v. Loyal Order of Moose Minot Lodge #822

Counsel: John Warcup

Opposing Counsel: Jessica Klein

Current Status: Pending in District Court
Jury Trial scheduled for 4/30/2024, 5/1/2024, and 5/2/2024

On May 3, 2021, the City Council commenced eminent domain proceedings relating to a property owned by Minot Moose Lodge #822. The latest scheduling order in this case requires the parties to be ready for trial no later than April 1, 2024. A status conference was held on October 30, 2023. The parties also filed a stipulation to amend the complaint, which was approved by the Court. Defendants also filed an answer to the amended complaint.

February: Defendant filed an expert witness disclosure disclosing Kevin Ternes as their expert witness. Also filed is Mr. Ternes' Appraisal Report. A three jury trial remains on the District Court calendar for 4/30/2024, 5/1/2024, and 5/2/2024, but negotiations are ongoing.

B. Other Civil Matters:

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

Counsel: Howard Swanson
Appointed by Airport Premises Insurance

Opposing Counsel: Steve Lautt

Current Status: Unfiled

On February 3, 2022, the City was served with a summons and complaint by Plaintiffs. The complaint alleges the City was negligent in properly maintaining its entry ways at the Minot International Airport which caused a slip and fall incident to occur on or about February 17, 2019. The airport's premises insurance (Endurance) appointed Howard Swanson to defend the City in this lawsuit. Attorney Swanson has served an answer on Plaintiffs.

February: Discovery and negotiations are ongoing.

2. City of Minot v. Cypress Development, LLC

Counsel: Jocelyn Knoll and Kate Johnson
Dorsey & Whitney
Appointed by City Council/NDIRF

Opposing Counsel: Attorneys from Schwabe, Williamson & Wyatt P.C.

Current Status:

Closed at District Court, Judgment

This matter relates to the construction of two city-owned parking structures on City lots, plus retail or office space and residential units on top of the parking ramps. A private developer, Cypress Development, LLC, was to manage the City's parking structures and develop the residential units and commercial improvements. Several agreements exist, including, but not necessarily limited to, 2015 Lease Agreements, 2015 Management Agreement, 2013 Development Agreement, and a Development and Disposition Agreement. Cypress failed to pay amounts owed to the City as rent and then, upon notice of its material breach, failed to cure its breach within the 120-day period. Cypress failed to properly manage the parking structures. Cypress failed to pay all costs for the development and construction of the Parking Structures in excess of the City's obligation. Because Cypress failed to maintain a lease, due to its failure to pay the rent, Cypress also violated the Development and Disposition Agreement. On March 15, 2018, the City served a summons and complaint on Cypress. Ultimately, a jury trial occurred and the jury returned a verdict in favor of the City. The jury determined that Cypress Development breached its contracts with the City; in addition, the jury determined that the City was entitled to damages in the amount of \$2,442,479.94. Cypress's countersuit, which sought more than \$50 million in damages, was denied by the jury in its entirety.

Cypress filed a motion for a new trial alleging juror misconduct, which was denied by the District Court. The City served a notice of entry of judgment. Thus far, the City received \$330,000.00 in exchange for a partial release of the judgment lien to allow for a sale of property within the City. The money is considered program income under CDBG Allocation 1. The City is still able to pursue collection efforts for the remaining amount owed pursuant to the judgment.

February: An executive session for attorney consultation was held on January 16, 2024. Post judgment collection efforts are ongoing. City Attorney will remove this matter from the monthly report and will update the City Council on any further opportunities to enforce the judgment.

3. Todd Mickelson v. City of MinotCounsel:

Brian Schmidt
Appointed by NDIRF

Opposing Counsel:

Leo Wilking

Current Status:

Pending in District Court
Scheduling Order states parties should be ready for trial by October 1, 2024.

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

February: Discovery is ongoing, Depositions of present and former city employees were conducted on January 22-23, 2023. Scheduling order states parties agree to be ready for trial by October 1, 2024.

4. Citizen's Alley Appeal (RMM Properties, L.L.L.P.)

Counsel:

Bryan Van Grinsven
Appointed by NDIRF

Opposing Counsel:

Nici Meyer and Ryan Quarne

Current Status:

Briefs filed, Matter is pending in District Court

On October 17, 2023, RMM Properties, L.L.L.P filed a Notice of Appeal with the North Central Judicial District alleging the City of Minot applied the incorrect legal standard when approving an application for vacation of a plat, and approval of a new preliminary plat, and in doing so the action constitutes a taking of real property without compensation. NDIRF has appointed attorney Bryan Van Grinsven to represent the City in response to the appeal. The filed its Certificate of Record with District Court on November 13, 2023. The Court issued a briefing schedule on November 15, 2023 requiring the RMM Properties, L.L.L.P. to submit its appellate brief on or before December 6, 2023, and the City to submit its appellee brief within 10 days of service of the appellate brief. The City supplemented its records with links to the Planning Commission and City Council meetings regarding this matter on November 28, 2023.

February: RMM Properties, L.L.L.P. filed a reply brief and the matter is pending before the District Court.

5. Nathan Properties, LLC Appeal

Counsel:

John Warcup
Appointed by NDIRF

Opposing Counsel:

Jessica Lee Klein

Current Status:

Notice of Appeal served on the City and filed in District Court on January 26, 2024. City is preparing a response and certified record.

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

Nathan Properties, LLC was denied relocation benefits because the NDR Program Manager determined that they were ineligible pursuant to 49 CFR Part 24.305(b), which determines eligibility when one or more displaced entities could be considered a single business, entitled to only one fixed payment. Nathan Properties, LLC shared the same premises as Minot Welding, Inc., which also applied for and received relocation benefits. The same person owns, controls, and manages the affairs of the two entities. The relocation benefits rendered to Minot Welding, Inc. contemplated moving everything in the building that Minot Welding, Inc. allegedly shared with Nathan Properties, LLC and there is no personal property left in the building. Given these facts and others, the NDR Program Manager determined that Nathan Properties, LLC's request for relocation services should be denied.

C. City Business:

- 1. MAGIC Fund Guidelines** – The City Manager and MACEDC President/CEO presented proposed changes to the MAGIC Fund Guidelines to the City Council on November 20, 2023. The City Attorney amended the draft guidelines to incorporate City Council input and circulated them amongst City staff and MACEDC staff/counsel on November 21, 2023. These

were approved by the City Council at their meeting on December 4, 2023, and the guidelines are being finalized for publication on the City website.

2. City Department Legal Support – This Office provided legal support to the City's City Manager, Department Heads, and Planning Commission regarding contracts, human resources/personnel issues, and other legal matters, including the following:

- a. **ADP Training:** The City Attorney's Office staff has been completing training and evaluations on the City's new ADP software.
- b. **Superfund Site Meetings/Document Review:** The City Attorney and Assistant Attorney Schmitz have been attending meetings with the Utilities Director, State Department of Environmental Quality, Environmental Protection Agency and Park District regarding the old Minot landfill superfund site and amending the operations and maintenance plan to allow the park district to use the site.
- c. **Park Fee Collection Process Update:** Assistant City Attorney Schmitz met with Community Development and Planning staff to discuss amendments to the Land Development Ordinances to allow the Minot Park District to collect and process fees themselves, rather than the City collecting their fees and distributing the same.
- d. **Alleyway Speed Limit Ordinance:** Assistant City Attorney Schmitz is continuing work on a proposed alleyway speed limit ordinance.
- e. **Civil Service Hearing:** The City Attorney, HR Department, and Engineering staff participated in a civil service hearing on Friday, January 18 concerning an appeal of a PIP and Letter of Repremand. The Civil Service Commission upheld the PIP and had the Letter of Repremand removed from the file because the details in the letter were also in the PIP.
- f. **Project BEE/Broadway Circle Project:** The City Attorney and Assistant City Attorney Dickerson drafted a mutual termination agreement, purchase agreement, bill of sale, and other termination documents and reviewed the same with City staff and other interested parties.
- g. **Travis Stewart Restitution Claim:** The City Manager and Community and Economic Development Director forwarded the City Attorney's Office correspondence from a resident claiming the City owes him restitution for conducting abatement efforts on his property. Assistant City Attorney Schmitz is reviewing the file to confirm all appropriate steps were taken.
- h. **Airport Emergency Fuel Pump Purchase:** The City Attorney and Assistant City Attorney Dickerson met and conferred with Airport and Finance staff regarding the emergency purchase of a fuel pump.
- i. **NAWS Finance Agreement:** Assistant City Attorney Schmitz reviewed and provided comment on a NAWS Financing Agreement to Utilities Director Sorenson.
- j. **CDBG Services Agreement:** Assistant City Attorney Dickerson is working with NDR Program Director Plank on edits to a service agreement with Resource Consultants.
- k. **Easement Agreements:** Assistant City Attorney Schmitz is presently reviewing draft easement documents with Project Manager Ben Cofell.
- l. **Depositions:** City Attorney Stalheim attended some of the staff depositions in the civil case concerning Todd Mickelson
- m. **Development Agreement:** Assistant City Attorney Schmitz and City Attorney Stalheim are reviewing a development agreement for Highlander 5th Subdivision & 55th Crossing 9th Addition with the Planning Department.
- n. **Big M/Tracks TIF Agreement Progress:** The City Attorney reviewed and discussed progress on the BIG M/Tracks TIF Agreements with City staff and external stakeholders.
- o. **Edgewood Real Estate Investment Trust Development Agreement:** The City Attorney has confirmed attorney Kate Johnson is interested in assisting with this project pending a conflict check. Ms. Johnson indicated that she will likely pull in her partner Jay Lindgren, to participate in the drafting of this agreement. Mr. Lindgren is

licensed to practice law in North Dakota and has extensive experience in agreements of this nature.

3. Ordinance/Policy Revisions:

- a. **Alcohol Ordinance Ad Hoc Committee:** The City Attorney has attended two meetings of the Alcohol Ordinance Ad Hoc Committee, and she and the City Clerk will be preparing some draft ordinances for the committee's consideration.
- b. **Fire Inspection Fees:** The City Attorney and Assistant City Attorney Dickerson assisted the Fire Chief with drafting an ordinance imposing fire inspection fees and an accompanying resolution.
- c. **Emergency Action Plan Meeting:** The City Attorney attended an emergency action plan meeting with other Department Heads to discuss updates.

4. **City Manager Committees:** Assistant City Attorney Dickerson has been serving on the Employee Recognition Committee.

5. **Assistant City Attorney Portfolios:** The City Attorney's Office has created portfolios for each of the attorneys in an effort to streamline inquiries from City Departments and Officials. Current portfolio assignments are:

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

While all city attorneys are available to City staff and officials for consultation, it is our hope that the portfolio system will allow our attorneys to develop an expertise within their assigned portfolios, and in turn increase response time and provide more specialized services.

II. Criminal Matters

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

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

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

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

December	79	151	230
totals	1181	2858	4039

December	140	274	414
totals	1554	3547	5101

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

2024	Criminal	Traffic	Total
January	141	260	401
totals	141	260	401

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

Respectfully Submitted,

 Recoverable Signature

X 

Stefanie Stalheim
City Attorney
Signed by: 48ae2bc4-fd85-4c0e-a0ea-7c87bc0c1a31

On January 16, 2024, a Regular Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Ross called the meeting to order at 5:30 pm.

ROLL CALL

Members Present:

Burlingame, Jantzer, Olson, Pitner, Podrygula, Ross

Members Absent:

Evans

PLEDGE OF ALLEGIANCE

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

MAYOR'S REPORT

Mayor Ross attended the opening of the Children's Library at MPL, community project meetings, an MACEDC meeting, a Visit Minot meeting, provided a media interview, and did a welcoming at Marketplace for Kids at MSU. Mayor Ross asked the City Council if there were any objections to add action item 7.5 Conditional Approval of Alcohol Beverage License. There were no objections from council. Mayor Ross also mentioned items 7.2 & 7.3 were going to be combined for discussion purposes. There were no objections from council.

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the council. Harold Stewart and Jennifer Eckman, the Airport Director, also discussed some of the issues the Airport has been working through from the prior weekend.

5.1 PUBLIC HEARING: RENAISSANCE ZONE FINAL APPROVAL ON PROJECT M-83 BY ALEX AND NIKI BEACH ON PROPERTY LOCATED AT 501 MAIN STREET SOUTH

Alderman Jantzer moved the City Council close the public hearing and approve this project and authorize staff to advance it to the State of North Dakota for final approval.

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

CONSENT ITEMS

Alderwoman Olson moved the City Council approve consent items 6.1-6.2 #3 and 6.3-6.16.

6.1 CITY COUNCIL MINUTES - Approve the minutes from the December 22, 2023, Special City Council meeting, the January 2, 2024, Regular City Council meeting, and the January 10, 2024, Special City Council meeting.

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

1. Ordinance No 5934 - Annexation of Lot 1, Dawn to Dusk Addition
2. Ordinance No 5935 - Airport Rules and Standards Ordinance
3. Ordinance No 5936 - 2024 BA - NDDOT State Planning & Research Grant

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

6.3 ADMINISTRATIVE APPROVALS - Approve the following administrative approvals.

1. Minot Majettes Dance Team Booster to conduct a raffle on January 20, 2024 at Magic City Campus (1100 11th Ave SW).
2. Power of 1 to conduct a raffle on May 1, 2024 at ARCO (1520 24th Ave SW).
3. MCDC Booster Club to conduct a raffle on January 7, 2024 at Ann Nicole Nelson Hall (500 University Ave W).
4. Boy Scout Troop 425 to conduct a raffle on March 16, 2024 at the Congregational United Church of Christ (430 N Broadway).
5. Special Event Permit for Whiskey Nine, LLC dba Whiskey Nine (111 W Central Ave).
6. Two Special Event Permits for Sports on Tap, Inc. dba Sports on Tap (220 S Broadway).

6.4 MAYORAL APPOINTMENTS - Confirm the following appointments:

- Amy Rogers to replace Jen Cook on the Renaissance Zone Review Board, with a term to expire December of 2025.
- Kevin Black to replace Adam Hoffman on the Alcohol Ordinance Review and Rewrite Committee.

6.5 FINAL APPROVAL OF MAGIC FUND GUIDELINES - Approve the final draft of the MAGIC Fund guidelines.

6.6 MAJOR SUBDIVISION FINAL PLAT: ROSEHILL CEMETERY FOURTH ADDITION - Approve a major subdivision final plat for Rosehill Cemetery Fourth Addition in alignment with the Planning Commission recommendation.

6.7 APPROVAL OF 2023 INTEREST DISTRIBUTION - Approve the 2023 interest distribution.

6.8 MINOT AIR FORCE BASE WATER RATE CONTRACT AMENDMENT - Approve the ratification of the Finance Director for signing the Minot Air Force Base (MAFB) water rate contract amendment. The amendment is pertaining to the water rates for the Air Force Base and was effective January 1, 2024.

6.9 FIRE STATION 5 – FINAL PAYMENT (FD0024) - Approve the retainage payment to Roers in the amount of \$12,000.00.

6.10 WARD COUNTY MOU FOR CORONER SERVICES - Authorize the Fire and Police Chief to sign the MOU with Ward County for coroner services.

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

6.12 2024 USGS MONITORING AGREEMENT (4578.3) - Approve the standard joint funding agreement with the USGS for operation of two (2) water quality gauges on the Souris River; and authorize the Mayor and Public Works Director to sign the agreement.

6.13 NEW LANDFILL ENTRANCE – FINAL PAYMENT (4580) - Approve the final payment amount of \$9,556.85 to Farden Construction, Inc. for the New Landfill Entrance project.

6.14 APPROVE THE EXTENSION TO THE SUBRECIPIENT AGREEMENT BETWEEN CITY OF MINOT AND THE MINOT HOUSING AUTHORITY - Approve the Fourth Amendment to the Subrecipient Agreement between the City of Minot and the Minot Housing Authority extending the period of performance to March 1, 2024, except for those activities required for closeout.

6.15 ACCEPTANCE OF LAW ENFORCEMENT RESILIENCY GRANT - Accept the law enforcement resiliency grant; approve the proposed ordinance on the first reading; and authorize the Mayor, Finance Director, and project director to sign the grant award.

6.16 FACADE IMPROVEMENT PROGRAM FOR JORDAN ROSS AND MEGAN ROSS LOCATED AT 23 2ND AVE SE - Approve a forgivable loan application FI-11 for Jordan Ross and Megan Ross for a property located at 23 2nd Ave. SE in an amount not to exceed \$125,362.00, subject to conditions of the program.

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

6.2 #4 HUMAN RELATIONS COMMITTEE (REPEAL) – APPROVED

Alderman Podrygula moved the City Council approve Ordinance No 5937 Human Relations Committee Repeal on second reading.

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

ACTION ITEMS

7.1 CHAPTER 13 CITY ORDINANCE UPDATES AND FIRE INSPECTION FEES - APPROVED

Alderman Pitner moved the City Council approve the proposed ordinance on first reading; and review and consider the draft resolution setting fire inspection fees.

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

7.2 TRANSIT CENTER APPROVE PLANS AND SPECIFICATIONS AND 1ST STREET SW TRAFFIC REVISIONS (4171) & 7.3 DOWNTOWN PARKING GARAGE RFP PROPOSALS – APPROVED

Alderman Pitner moved the City Council accept the proposals, the recommendations of the review committee, and direct staff to proceed with negotiating a development agreement with Edgewood Real Estate Investment Trust to develop the Central Garage (Project 2-2023) with the following friendly amendments:

- Acquire outside counsel to review the contract; and
- Complete a PFM Group Cost/Benefit Analysis.

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

Alderwoman Olson moved the City Council approve plans and specifications and authorize a call for bids for the transit center; and pass the following parking related ordinances due to the Minot Transit Center relocation:

- a. Restrict parking on the west side of 1st Street SW between Burdick Expwy W and 3rd Avenue SW
- b. Restrict parking on the west side of 1st Street SW between 3rd Avenue SW and 2nd Avenue SW
- c. Restrict parking on the west side of 1st Street SW for 210-feet north of 2nd Avenue SW
- d. Restrict parking to transit vehicles only for the east side of 1st Street SW between 3rd Avenue SW and 2nd Avenue SW

Motion seconded by Alderman Podrygula and carried by the following roll call vote: ayes: Burlingame, Jantzer, Olson, Podrygula, Ross; nays: Pitner. The council members also suggested signage for publicly accessible restrooms not only at the transit center, but also on the North entrance to City Hall.

7.4 EXTEND MAGIC FUND GRANT TO SOURIS BASIN PLANNING COUNCIL TO FUND THE BUSINESS ACCELERATOR FUND – APPROVED

Alderwoman Olson moved the City Council approve staff to draft an amendment to extend the agreement with Souris Basin Planning Council to fund the Business Accelerator Fund until June 30, 2024; and authorize the Mayor and Clerk to sign the agreement.

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

7.5 ALCOHOLIC BEVERAGE LICENSE – APPROVED

Alderman Pitner moved the City Council conditionally approve 28 Tastes & Taps pending departmental approval.

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

PERSONAL APPEARANCES

Billi Gunderson addressed the council about ADA accessibility. Lisa Hermosillo talked to the City Council about a new mental health support group called Talk United Minot. Scott Samuelson discussed the downtown parking garage project, Economic Development, and property tax.

MISCELLANEOUS AND DISCUSSION ITEMS

David Lakefield mentioned the City of Minot was just awarded the Achievement of Excellence and Reporting for the 44th consecutive year.

9.1 MACEDC BIANNUAL PRESENTATION

Brekka Kramer presented the MACEDC biannual presentation to the City Council.

9.2 HOUSING STUDY UPDATE

Tom Leighton presented to the City Council the Minot Housing Needs and Market Study.

LIAISON REPORTS

Alderman Burlingame and Alderman Podrygula had no meetings to report. Alderman Jantzer and Alderwoman Olson mention the upcoming Liaison meeting and Central Dakota MPO meeting. Alderman Pitner attended the Renaissance Zone Review Board meeting and a Visit Minot meeting.

ADJOURNMENT

There being no further business, Alderman Pitner moved the City Council meeting be adjourned. Motion seconded by Alderwoman Olson and carried unanimously. Meeting adjourned at 8:25 pm.

For the full January 16, 2024 Regular City Council meeting video, see: [Minot City Council Meeting 1/16/24 - YouTube](https://www.youtube.com/watch?v=16/24).

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

On January 16, 2024, a Special Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Ross called the meeting to order at 4:30 pm.

ROLL CALL

Members Present:
Burlingame, Jantzer, Olson, Pitner, Podrygula, Ross
Members Absent:
Evans

PLEDGE OF ALLEGIANCE

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

EXECUTIVE SESSION: CITY OF MINOT VS CYPRESS DEVELOPMENT, LLC – ATTORNEY CONSULTATION

Mayor Ross stated the next item on the agenda is an executive session for attorney consultation regarding Ward County Case No. 51-2018-CV-00518, City of Minot v. Cypress Development. The legal authority for closing this portion of the meeting is North Dakota Century Code Section 44-04-19.1.

The topic or purpose of the executive session is to allow time for the City Council to seek and receive their attorney's advice and guidance on the legal risks, strengths, and weaknesses of an action of a public entity, which, if held in public, would have an adverse fiscal effect on the entity. At this time, a motion would be in order to discuss agenda item number 3 in executive session.

Whereupon, Alderman Podrygula motioned the City Council move into an executive session. Motion seconded by Alderman Pitner, and carried the following roll call vote: ayes: Burlingame, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

The executive session will be recorded and all members of the Council are reminded to limit their discussion during the executive session to the announced topic. Any collective decision, collective commitment, or other final action by the Council will occur after it reconvenes in an open meeting, unless final action is specifically required by law to be taken during the executive session. The prohibition on taking final action during the executive session does not apply to providing guidance or instructions to our attorney or negotiators.

At this time the Council will relocate to the City Council conference room adjoining Council Chambers. During the executive session, members of the public attending the meeting are welcome remain in Council Chambers. We anticipate adjourning the executive session, and returning to the dais to reconvene the open portion of this meeting, at approximately 5:15 pm.

The executive session began at 4:34 pm and was attended by all members of the City Council, as well as the Mayor, City Clerk, City Attorney, Assistant City Manager, City Manager, Finance Director, and the Communication and Engagement Manager.

At 5:12 pm, Alderman Pitner moved the City Council adjourn the executive session and return to the regular City Council meeting. Motion seconded by Alderman Burlingame, and carried the following roll call vote: ayes: Burlingame, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

ADJOURNMENT

There being no further business, Alderman Pitner moved the City Council meeting be adjourned. Motion seconded by Alderman Jantzer and carried unanimously. The meeting adjourned at 5:14 pm.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 5938

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE POLICE GRANT DEPARTMENT REVENUES AND EXPENDITURES FOR THE LAW ENFORCEMENT RESILIENCY GRANT AWARD.

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

§1: An ordinance amending the 2024 annual budget to increase the Police Grant department revenues and expenditures for the Law Enforcement Resiliency Grant award:

10000000-33400	2024200008	\$48,750
10020000-45800	2024200008	11,375
10020000-45900	2024200008	2,375
10020000-43300	2024200008	35,000

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

PASSED FIRST READING: January 16, 2024

PASSED SECOND READING: February 5, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO. 5939

AN ORDINANCE ADDING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN CHAPTER 20, ARTICLE 1, SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES.

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

Section 1. The following described zone is hereby added to the list of City Council created traffic restrictions provided for in **SECTION 20-2 (a) (3): NO PARKING ZONES**

1. **West side of 1st Street SW between 3rd Avenue SW and Burdick Expressway W**
2. **West side of 1st Street SW between 2nd Avenue SW and 3rd Avenue SW**
3. **West side of 1st Street SW for 210-feet north from the center of the 2nd Avenue SW intersection.**

Section 2. The following described zone is hereby added to the list of City Council created traffic restrictions provided for in **SECTION 20-2 (a) (6): PARKING AND LOADING ZONES**

1. **Transit Only parking on the east side of 1st Street SW between 2nd Avenue SW and 3rd Avenue SW**

Section 3. This ordinance shall be in full force and effect from and after its approval, passage and proper sign posting.

Section 4. Penalty Clause: The penalty for any violation of the provisions of the ordinance shall be in accordance with Section 1-8 of the City of Minot Code of Ordinances.

PASSED FIRST READING: January 16, 2024

PASSED SECOND READING: February 5, 2024

APPROVED:

Thomas Ross, Mayor

ATTEST:

Mikayla McWilliams, City Clerk



ORDINANCE NO. 5940

AN ORDINANCE REPEALING AND REENACTING CHAPTER 13 (FIRE PREVENTION AND PROTECTION) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO ALLOW THE CITY COUNCIL TO ESTABLISH FIRE PERMIT, LICENSE, AND INSPECTION FEES BY RESOLUTION.

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 set fees for fire code permits, licenses, and compliance inspections by resolution; and

WHEREAS, the City Council further desires to grant its fire chief or their designee the power to charge fees for fire code permits, licenses, and compliance inspections; and

WHEREAS, the City Council further desires to amend the existing Chapter 13, Code of Ordinances, to rectify clerical errors, update, modernize, and remove outdated language and bring the existing ordinance into alignment with current practices; and

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

§1 CHAPTER 13 (FIRE PREVENTION AND PROTECTION) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA, is hereby repealed and reenacted as follows:

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 13-1. Careless smoking; notice in hotel rooms.

- (a) It shall be unlawful for any person, in a careless, negligent or reckless manner, while smoking or attempting to light or smoke tobacco to set fire to any building, furniture, curtains, drapes, house or household fittings or furnishings in any hotel, public rooming house, tenement house, or public building.
- (b) A plainly printed notice shall be posted in a conspicuous place in each sleeping room of all hotels, public rooming houses, lodging houses and

other places of public assemblage within the city advising tenants of the provisions of this section.

Sec. 13-2. Fire to be reported immediately.

Every fire occurring in or about any building within the city shall be reported immediately to the fire department.

Secs. 13-3, 13-4. Reserved.

Editor's note(s)—Sections 13-3, 13-4 and 13-6, derived from Rev. Gen. Ords. 1962, §§ 8-0103, 12-0109 and 12-0111, were repealed by Ord. No. 2443, § 2, adopted June 15, 1981. Said sections prohibited the taking of fire department property, required that permission be obtained to enter or occupy rooms used by the fire department, and dealt with the use and sale of fireworks.

Sec. 13-5. Obstructing firefighter.

It shall be unlawful to obstruct any firefighter in the performance of their duties.

Sec. 13-6. Reserved.

Note(s)—See the editor's note to § 13-3.

Secs. 13-7—13-16. Reserved.

ARTICLE II. FIRE DEPARTMENT

DIVISION 1. GENERALLY

Sec. 13-17. Composition; eligible persons.

The fire department shall consist of a fire chief and as many firefighters as the city council determines to be adequate. The fire chief and firefighters shall be appointed by the city manager pursuant to Chapter 24 of the Code of Ordinances.

Sec. 13-18. Firefighters to comply with rules and regulations.

Firefighters shall strictly comply with all rules and regulations of the fire department, and shall promptly and implicitly obey all orders given by the fire chief or acting fire chief.

Sec. 13-19. Members to have certain powers of police.

All members of the fire department shall have, while on active duty, the same powers as police officers while on duty, and are authorized to arrest any person who interferes or attempts to interfere with, or hinders or attempts to hinder any member of the fire department in the performance of their duty.

Sec. 13-20. Police force to assist fire department.

Any member of the police department, when requested by the city manager or fire chief, shall report to all fires and assist in extinguishing the fire, protect property, preserve order and lend their aid and assistance in any useful manner directed by the official in command.

Sec. 13-21. When awards may be accepted.

Any member of the fire department may, with the consent of the city council and not otherwise, receive and retain any present or reward tendered to them for meritorious service in the discharge of their duty.

Secs. 13-22—13-27. Reserved.**DIVISION 2. FIRE CHIEF****Sec. 13-28. Powers and duties of fire chief.**

The duties and powers of the fire chief are as follows:

- (a) *To make monthly and other reports.* The fire chief shall make written reports at the end of each month, and more often when required to do so by the city manager. The report shall be filed in the office of the city manager. The city manager shall present the report of the fire chief.
- (b) *Responsibility for equipment.* The fire chief shall have charge of, and be responsible for, all fire equipment and see that it is kept in repair, in efficient working order and ready for instant use. The fire chief shall promptly report to the city manager any serious injuries to or defects in any of the fire apparatus belonging to the city.
- (c) *Prescribe rules and regulations.* The fire chief shall prescribe such rules and regulations for the operation of the department as are in their judgment necessary to secure the best and most efficient service.
- (d) *Assign firefighters.* The fire chief shall assign firefighters to such positions in the department as they are best qualified to fill, subject to approval of the city manager.
- (e) *Investigate fires.* The fire chief shall immediately after each fire carefully and thoroughly investigate the cause of the fire, and may call the police department for assistance.
- (f) *Control and enforce discipline.* The fire chief under the direction of the city manager shall have absolute control and command over all persons connected with the fire department and shall possess full power and authority to enforce discipline in the department.
- (g) *Prescribe limits at fire.* The fire chief may prescribe limits in the vicinity of any fire within which no person shall be permitted to enter except those who reside therein, firefighters, police officers, and those admitted by the fire chief's order.
- (h) *May order removal of property.* At all fires, the fire chief shall have the power to remove any property if it becomes necessary for the

preservation of the property, to prevent the spreading of fire, or to protect adjoining property.

- (i) *Authority at fires.* The fire chief shall have absolute command at fires. In the absence of the fire chief, the assistant chief officer shall have command. All members of the fire department and bystanders shall observe and obey the directions and orders of the officer in command.
- (j) *May require assistance.* The fire chief shall have power to command such assistance from persons attending any fire, not members of the fire department, for the extinguishment of fires and the preservation of property exposed to fire as may in the fire chief's judgment be required.
- (k) *Charge inspection fees.* The Fire Chief or their designee shall charge fees as established by the City Council for fire permits, licenses, and code compliance inspections, except when such building or premises is owned by state or local government. It shall be the duty of every person maintaining or operating a business or premises to pay the inspection fees.

Secs. 13-29—13-38. Reserved.

ARTICLE III. FIRE CODE

Sec. 13-39. International Fire Code adopted.

- (a) The International Fire Code, 2018 Edition (published by the International Code Council Inc.), is by reference thereto incorporated herein as fully as though set out at length hereafter (except and to the extent that the provisions there of are deleted, modified or amended in section 13-40 and section 13-41 below). References in the Code of Ordinances to the fire code shall mean the fire code adopted hereby. Notwithstanding anything to the contrary therein, the fire code may be referred as:
 - (1) "the International Fire Code, 2018 Edition";
 - (2) "the Fire Code of the City of Minot, ND";
 - (3) "the IFC";
 - (4) "the fire prevention code";
 - (5) "the fire code"; or
 - (6) "this code".
- (b) One (1) copy of the IFC shall be maintained at all times in the office of the city clerk for public inspections.

13-40. Amendments to the fire code.

The IFC referred to in section 13-39 is amended as provided in the following subsections.

- (1) IFC 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Minot, ND, hereinafter referred to as "their code."

- (2) IFC 102.4 is amended to read as follows:

102.4 Application of Building Code. The design and construction of new structures shall comply with the International Building Code as amended by the State of North Dakota. And any alterations, additions, changes in use or changes in structures required by their code which are within the scope of the International Building Code as amended by the State of North Dakota shall be made in accordance therewith.

- (3) IFC 104.9 is amended to read as follows:

104.9 Alternative materials and methods. Appeals regarding the suitability of alternate materials, types of construction, or code interpretation shall be made as established under section 9-2(6) of the City of Minot Code of Ordinances.

- (4) IFC 105.6.1 is deleted.
- (5) IFC 105.6.8 is amended to read as follows:

IFC 105.6.8 An operational permit is required for carbon dioxide systems used in beverage dispensing applications having more than 500 pounds of Carbon Dioxide.

- (6) IFC 105.6.10 is deleted.
- (7) IFC 105.6.14 is deleted.
- (8) IFC 105.6.20 is deleted.
- (9) IFC 105.6.23 is amended to read as follows:

IFC 105.6.23 Hot work operations.

An operational permit is required for hot work including, but not limited to:

1. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit.
2. Fixed-site hot work equipment, such as welding booths.
3. Hot work conducted within a wildfire risk area.
4. Where approved, the fire code official shall issue a permit to carry out a hot work program. Their program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in their chapter and shall be responsible for issuing permits requiring compliance with the requirements found in chapter 34. These permits shall be issued only to their employees or hot work operations under their supervision.

- (10) IFC 105.6.29 is deleted.
- (11) IFC 105.6.30 is deleted.
- (12) IFC 105.6.43 is amended to read as follows:

IFC 105.6.43 Repair garages. An operational permit is required for operation of repair garages.

- (13) IFC 105.7, inclusive of IFC 105.7.1 through IFC 105.7.25, are deleted.
- (14) IFC 110.4 is amended to read as follows (although IFC 110.4.1 shall remain as provided in the 2018 IFC):

IFC 110.4 Violations penalties. Persons shall not violate any provision of their code; fail to comply with any of the requirements thereof; or erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of their code. Violations shall be punishable pursuant to section 1-8 of the City of Minot Code of Ordinances. Each violation shall constitute a separate violation. Each day any person violates any provision of their code shall constitute a separate offense.

(15) IFC 110.5 is enacted to read as follows:

IFC 110.5 Remedies cumulative.

The remedies provided for in their code shall be considered cumulative to, or alternative to, the remedies set forth in chapter 9, or chapter 22, or both, of the Code of Ordinances.

(16) IFC 112.4 is amended to read as follows:

IFC 112.4 Failure to Comply.

No person shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition. A violation of their provision shall be punishable pursuant to section 1-8 of the City of Minot Code of Ordinances. Each day any person violates any provision of their code shall constitute a separate offense.

(17) IFC 202 General Definitions. The following definitions are amended to read as follows:

Commercial Motor Vehicle. A motor vehicle used to transport passengers or property or motorized equipment where the motor vehicle or equipment:

1. Has a gross vehicle weight of 10,000 pounds (454kg) or more; or
2. Has a combined fleet weight of 26,000 pounds or more; or
3. Is designed to transport 16 or more passengers, including the driver.

Group E, day care facilities. Their group includes buildings and structures or portions thereof occupied by more than 18 children older than 2½ years of age who receive educational, supervision or personal care services for less than 24 hours a day.

Residential Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, or R-4 or I, including:

Boarding houses (non-transient) with 16 or fewer occupants

Building that do not contain more than two dwelling units.

Child care facilities that provide accommodations for eighteen or few[er] persons of any age for less than 24 hours.

Congregate living facilities (non-transient) with 16 or fewer occupants

Congregate living facilities (transient) with 10 or fewer occupants

Lodging houses with five or fewer guest[s].

(18) IFC 308.1.4 is amended to read as follows:

IFC 308.1.4 Open flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or decks or within 10 feet of combustible construction.

Exceptions:

1. One- and two-family dwellings
2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 47.8 pounds (nominal 20 pounds LP-gas capacity) Devices using deep oil containers, (i.e. turkey fryers), are not included in their exception.

(19) IFC 603.4 is amended to read as follows:

IFC 603.4 Portable unvented heaters. Portable unvented fuel-fired heaters shall be prohibited in occupancies in Group A, E, I, R-1, R-2, R-3, and R-4.

(20) IFC 806.1.1 is amended to read as follows:

IFC 806.1.1 Restricted occupancies. Natural cut trees shall be prohibited in Group A, E, I-1, I-2, I-3, I-4, M, R-1, R-2, and R-4 occupancies.

Exceptions:

1. Trees located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.1.1 or 903.1.2 shall not be prohibited in Groups A, E, M, R-1 and R-2.
2. Trees shall be allowed within dwelling units in Group R-2 occupancies.
3. Trees located in churches and other places of worship provided each tree has a two-day supply of water which when full covers the tree stem no less than two inches.

(21) IFC 903.2.8 is amended to read as follows:

IFC 903.2.8 Group R.

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Sprinklers are not required in single family dwelling or residential buildings that contain no more than two dwelling units.

(22) IFC 903.2.9 is amended to read as follows:

IFC 903.2.9 Group S-1.

An automatic sprinkler system shall be provided throughout all

buildings containing a Group S-1 occupancy where one of the following conditions exists.

1. A Group S-1 fire area exceeds 12,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all group S-1 fire areas on all floors, including mezzanines, exceeds 24,000 square feet.
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.
5. A Group S-1 occupancy used for the storage of upholster furniture or mattresses exceeds 2,500 square feet.
6. A Group S-1 fire area where the usage is not determined at the time of the building permit.

(23) IFC 903.3.1.1.1 is amended to read as follows:

IFC 903.3.1.1.1 exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an automatic fire detection system in accordance with section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from a room merely because it is damp or fire-resistance-rated construction or contains electrical equipment.

1. A room where the application of water, or flame and water constitute serious or fire hazard.
2. A room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 hrs.
4. Rooms or areas that are noncombustible construction with wholly noncombustible contents.
5. Fire service access elevator machine rooms and machinery.
6. Machine rooms, machinery spaces, control rooms, and control spaces associates with occupant evacuation elevator designed in accordance with section 3008 of the International Building Code.
7. Sprinkler heads in unoccupied mall tenant spaces maybe installed at ceiling height if allowed by the code official. Permission will be granted on an individual basis. Combustible storage shall not be allowed in these unoccupied tenant spaces if sprinkler heads are installed at ceiling height. Signage shall be provided outlining the storage restriction.

(24) IFC 903.3.5.3 is enacted to read as follows:

903.3.5.3 Water Supply Pipe. Pipe and fittings for fire service water supply piping from 5' outside building to the first flange above the floor shall be as listed in NFPA 24. Ductile iron pipe shall be protected from corrosion with sacrificial cathodic protection.

(25) IFC 905.3.1 is amended to read as follows:

IFC 905.3.1. Building height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than thirty feet above the lowest level of fire department vehicle access, or where the floor level of the lowest story is located more than thirty feet below the highest level of fire department vehicular access.

(26) IFC 905.3.4 is amended to read as follows:

IFC 905.3.4 Stages. Stages greater than 1,000 square feet (93 m²) in area shall be equipped with a Class I stand pipe system on each side of the stage.

(27) IFC 905.5 and 905.6 are deleted.

(28) IFC 907.2.10.1 is amended to read as follows:

IFC 907.2.10.1 Group R-1.

Single- or multiple-station smoke alarms shall be installed in all of the following location in group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping areas to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjunct levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
4. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and in the adjacent room.

(29) IFC 907.2.10.2 is amended to read as follows:

IFC 907.2.10.2 Group R-2, R-3, R-4 and I-1.

Single- or multiple-station smoke alarms shall be installed in all of the following location in group R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In every room in the path of the means of egress from the sleeping areas to the door leading from the sleeping unit.
4. In each story within the dwelling unit, including basements, but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split level and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

5. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and in the adjacent room.
- (30) IFC 907.8.3 is deleted.
- (31) IFC 1030.3 is amended to read as follows:

IFC 1030.3 Maximum Height from floor. Emergency Escape and rescue opening shall have the bottom of the clear opening not greater than 48 inches measure from the floor.
- (32) IFC 2303.1 is amended to read as follows:

IFC 2303.1 Location of dispensing devices: Dispensing devices shall be located as follows:

 1. 10 feet or more from lot lines.
 2. 10 feet or more from buildings having combustible exterior wall surfaces that are not part of a 1-hour fire-resistance-rated assembly or buildings having combustible overhangs. Exception: Canopies constructed accordance with the International building Code providing weather protection for the fuel island.
 3. Such that all portions of the vehicle being fueled will be on the premises of the motor fuel-dispensing facility.
 4. Such that the nozzle, when the hose is fully extended, will not reach within 5 feet of the building openings.
 5. Twenty feet or more from fixed sources of ignition.
 6. On new installations, dispensing devices used to fill portable containers with home heating fuels shall not be located on the same island where class I liquids are dispensed.
- (33) IFC section 6103.2.1.6 is amended to read as follows:

IFC 6103.2.1.6 Portable LP-Gas Containers. Portable LP-gas containers are allowed to be used to supply approved self-contained torch assemblies or similar appliances. Such containers shall not exceed a water capacity of 12 pounds.
- (34) Adopt Appendix B in its entirety.
- (35) Adopt Appendix C in its entirety.
- (36) Adopt Appendix D in its entirety.

Sec. 13-41. Restrictions on the storage of explosive and flammable materials and the use of fireworks.

To the extent that the IFC refers to geographical limits—which limits are specified or established outside the IFC—within which the storage of flammable cryogenic fluids, Class I and Class II liquids, and liquefied petroleum gas is either prohibited or restricted (depending, at times, upon the amount of such materials involved or other circumstances specified in the IFC), such geographic limits shall be deemed to be the entire territorial jurisdiction to which the IFC applies, except to the extent that such activity is specifically allowed in a conditional use permit issued by the city council under the zoning ordinance.

Sec. 13-42. Parking in fire lanes prohibited.

- (a) The designation of fire lanes on private property by the owner thereof, which shall be dedicated for public use, shall be approved by the fire marshal of the city and the chief of police.
- (b) The parking of a motor vehicle within a designated fire lane or otherwise obstructing a designated fire lane is prohibited.

Sec. 13-43. Conflicting provisions.

Inconsistencies between the fire code as amended by this article and other parts of the city Code of Ordinances shall be resolved in favor of the other parts of the Code of Ordinances.

This article shall become effective upon final passage and approval. No repeal or amendment accomplished hereunder shall abate any right of enforcement or cause of action which the city may enjoy immediately prior to the effective date of this article.

Sec. 13-44. Charge Inspection Fees.

All fire permit, license, and inspection fees shall be set by resolution by the Minot City Council and such resolution shall be filed with the City Finance Director's Office.

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

Passed on First Reading: January 16, 2024

Passed on Second Reading: February 5, 2024

ATTEST:

Mikayla McWilliams, City Clerk

APPROVED:

Thomas Ross, Mayor

City of Minot

TO: Mayor Tom Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: February 5, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. Perkett Elementary PTO to conduct a raffle on March 22, 2024 at Perkett Elementary (2000 5th Ave SW).
2. Municipal Government Academy of ND to conduct a raffle on March 19, 2024 at Clarion Hotel & Convention Center (2200 E Burdick Exwy).
3. Forgotten Warrior Foundation to conduct a raffle on June 29, 2024 at The "O"riginal Bar and Nightclub (720 N Broadway).
4. Dakota Cruisers to conduct a raffle on June 5, 2024 and September 14, 2024 at the Uhaul Moving and Storage S. Hill Parking Lot (1 20th Ave SE).
5. Minot High North Baseball to conduct a sports pool on February 11, 2024 at Central Campus High School (215 1st St SE).
6. Souris River Basin Longbeards to conduct a raffle on February 10, 2024 at The Grand Hotel (1505 N Broadway).
7. MSU Athletics to conduct a sports pool on February 11, 2024 at MSU (500 University Ave W).
8. Minot Y's Men Club to conduct a raffle on June 17, 2024 at the Minot Family YMCA (3515 16th St SW).
9. Minotauros Booster Club to conduct a raffle on April 7, 2024 at the Sleep Inn & Suites (2400 10th St SW).
10. Magic City Figure Skating Club to conduct a raffle on March 24, 2024 at the Maysa Arena (2501 Burdick Exwy W).
11. Dakota Rattlers to conduct a raffle on April 28, 2024 at the MSU Dome Wrestling Room (500 University Ave W).
12. Sigma Omicron Tau Chapter to conduct a calendar raffle May 2024 at Sigma Omicron Tau C/O Richell Johnson Residence (426 21st St NW).
13. Bel Air PTS to conduct bingo on February 15, 2024 and a raffle on April 19, 2024 at Bel Air Elementary (501 25th St NW).
14. MHS FBLA to conduct a raffle on February 23, 2024 at Magic City Campus (1100 11th Ave SW).
15. ND Association of Dance and Drill to conduct a raffle and bingo on February 17, 2024 at the Grand Hotel (1505 N Broadway).
16. Minot Symphony Association, Inc. to conduct a raffle on June 29, 2024 at The "O"riginal Bar and Nightclub (720 N Broadway).
17. Special Event Permit for Der Blaue, LLC dba The Blue Rider (118 1st Ave SE).
18. Special Event Permit for Sports on Tap, Inc. dba Sports on Tap (220 S Broadway).

19. Special Event Permit for Atypical, LLC dba Atypical Brewery & Barrelworks (510 E Central Ave).
20. Special Event Permit for Der VennMitchell, Inc dba The Landing Bar and Bottleshop (2015 N Broadway).

II. DEPARTMENT CONTACT PERSONS

John Klug, Police Chief	857-4715
Mikayla McWilliams, City Clerk	857-4752

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:

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.

V. ALTERNATIVES

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

VI. TIME CONSTRAINTS: N/A

VII. LIST OF ATTACHMENTS: None

Home Department Description: Airport

Name	Gross Pay
Baier, Jamison T	\$ 4,440.50
Brock, Vanessa M	\$ 4,042.43
Brock, William	\$ 4,929.22
Choi, Alex M	\$ 5,683.74
Clark, Benjamin P	\$ 4,500.06
Davis, Brandon	\$ 5,504.94
Depriest, Isaac	\$ 4,856.94
Dickson, Earnest edward	\$ 5,420.81
Draper, David	\$ 5,324.76
Eckman, Jennifer Kristin	\$ 11,756.38
Hernandez, Joe	\$ 4,624.90
Kaminski, Thomas	\$ 3,574.73
Klein, Craig A	\$ 4,421.76
Long, Jessica	\$ 6,216.76
McCuaig, Tyler	\$ 1,722.45
Moody, Sharon	\$ 4,482.78
Norby, Judy	\$ 4,765.78
Ortiz-Pabon, Nelson	\$ 4,597.20
Rafala, Michael	\$ 5,701.16
Romanick, Maria C	\$ 6,531.54
Schriock, Brittany R	\$ 3,560.40
Takashige, Alec N	\$ 5,910.90
Urban, Randy N	\$ 3,531.69
Warbis, Conner Joseph	\$ 1,410.40

Home Department Description: Assessors

Name	Gross Pay
Druse, Damon	\$ 8,291.38
Kamrowski, Ryan L	\$ 9,228.84
Lovelace, Daniel D	\$ 6,556.20
Maragos, Sheila M	\$ 6,887.42
Nelson, Chelsy	\$ 3,700.80
Schlecht, Dustin J	\$ 7,058.60

Home Department Description: Cemetery

Name	Gross Pay
Roteliuk, Rondel R	\$ 6,719.76
Sanford, Allison Beth	\$ 5,265.39
Seifert, James R	\$ 4,269.64
Zietz, Cole J	\$ 4,087.24

Home Department Description: City Attorney

Name	Gross Pay
Dickerson, Corbin	\$ 7,958.40
Henjum, Nathaniel	\$ 4,400.00
Horst, Nancy	\$ 5,387.75
Schmitz, Nick	\$ 7,389.76
Stalheim, Stefanie	\$ 11,244.46

Home Department Description: City Manager

Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 6,531.20
Kvigne, T	\$ 4,762.60
McWilliams, Mikayla	\$ 6,349.46
Obenchain, Bryan	\$ 5,002.60
Schraeder, Ann M	\$ 4,833.44
Stewart, Harold Leroy	\$ 15,572.54

Home Department Description: City Shop

Name	Gross Pay
Anderson, Robbie	\$ 4,187.20
Doyle, April S	\$ 3,653.64
Headrick, Jesse	\$ 3,624.74
Hermanson, Brook A	\$ 4,283.38
Horinka, Brian L	\$ 8,725.92
Marsh, Timothy D	\$ 5,323.82
Ortmann, Donald G	\$ 6,280.76
Rivera, Frank R	\$ 4,283.38
Sampson, Jody S	\$ 6,636.61
Whetstine, Koby W	\$ 4,635.41

Home Department Description: Dispatch

Name	Gross Pay
Alves, Jeanne E	\$ 5,882.58
Bjertness, Lacie J	\$ 6,766.49
Christie, Sean A	\$ 8,949.80
Evans, Amy	\$ 4,587.80
Haugan, Margaret H	\$ 7,389.76
Lausch, Jacqueline	\$ 6,272.77
Lonis, Ashleigh	\$ 5,356.51
Monk, Harry	\$ 3,170.20
Moreno, Christina Rachel	\$ 3,669.63
Newman, Samantha	\$ 5,596.86
Olson, Justice	\$ 4,268.90
Perius, Juana	\$ 6,531.54

Name	Gross Pay
Roehm, Brandi	\$ 4,432.18
Schmidt, Lindsey Marie	\$ 3,712.57
Schoen, Molly	\$ 4,741.90
Sorensen, Elizabeth A	\$ 8,329.65
Van Hill, Shanlya M	\$ 7,549.40

Home Department Description: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 6,662.24
Foley, Taylor	\$ 4,400.83
Hoffart, Jesse	\$ 6,694.76
Huettl, Emily	\$ 9,228.84
King, Matthew R	\$ 6,694.76
Meyer, Lance E	\$ 12,109.08
Ramos, Nicole	\$ 5,230.00
Randash, Alexander X	\$ 676.50
Romann, Alicia A	\$ 4,977.60
Steckler, Thomas E	\$ 7,389.76
Swartz-Dahl, Sami	\$ 4,737.60
Vorgitch, Julia	\$ 4,410.18

Home Department Description: Finance	
Name	Gross Pay
Burns, Callie S	\$ 6,065.17
Grabow, Randi L	\$ 4,977.92
Kuivenhoven, Janet K	\$ 2,488.96
Lakefield, David	\$ 12,450.84
Molina, Crystal R	\$ 4,510.41
Olson, Jaelee	\$ 4,481.13
Schmidt, Susan	\$ 4,977.92
Shefstad, Brittany J	\$ 5,360.70
Shelkey, Melody L	\$ 7,209.54
Stein, Jeanne	\$ 6,694.76
Van Grinsven, Kristin	\$ 6,216.76
Variste, Jeanny	\$ 4,552.92
Zeece, Holly	\$ 5,410.96
Zelinski, Jenna M	\$ 7,958.00

Home Department Description: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 8,360.92
Berg, Lorie A	\$ 6,925.02
Brown, Robby	\$ 6,241.02
Hammer, Stuart	\$ 6,241.01
Kronschnabel, Kelli	\$ 12,450.84

Name	Gross Pay
Seifert, Travis J	\$ 6,792.00
Summers, Dana W	\$ 5,941.80
Weber, Brent A	\$ 8,360.92

Home Department Description: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 7,843.92
Allen, Scott	\$ 5,102.72
Anderson, Joseph	\$ 4,811.07
Angelo, Jason	\$ 5,284.96
Baker, Griffin Joseph	\$ 4,149.04
Beck, Kyle W	\$ 8,087.20
Bell, Ryan A	\$ 3,852.68
Berntson, Austin	\$ 5,435.10
Blackwood, Robert	\$ 6,942.00
Boechler, Matthew A	\$ 4,992.52
Burgess, Justin T	\$ 8,907.30
Burns, Austin T	\$ 8,685.56
Christen, Tyler P	\$ 5,133.15
Coleman, Alexander	\$ 6,610.66
Croxall, Jeremy M	\$ 9,801.82
Degele, Travis W	\$ 7,843.92
Dockter, James	\$ 5,677.40
Eull, Mitchell	\$ 6,446.74
Fernandez, Jacob S	\$ 5,269.00
Filkins, Jacob E	\$ 6,129.44
Fylling, Jacob	\$ 5,467.20
Garberg, Tully D	\$ 6,713.09
Ghent, Tyler	\$ 4,010.16
Gilliss, Shane	\$ 8,007.00
Givens, Andrew	\$ 5,190.64
Hanselman, Andrew J	\$ 7,438.20
Hanson, Jonathan	\$ 5,551.76
Hanson, Myles	\$ 7,206.54
Hardy, Glen A	\$ 10,860.60
Hayden, Jameson	\$ 4,510.42
Kristiansen, Hans	\$ 11,776.66
Laks, Damon	\$ 4,906.80
Laskowski, Paul J	\$ 11,157.31
Lentz, Jacob W	\$ 8,892.03
Mathieson, Mark	\$ 6,141.05
Maxwell, Mason W	\$ 9,846.80
Meadows, Casey D	\$ 7,356.77
Meadows, Jaydee	\$ 5,230.41
Meyer, Trent	\$ 4,010.16

Name	Gross Pay
Nerem, Jesse	\$ 5,284.96
Newman, Phillip	\$ 5,832.67
Olson, Joshua	\$ 6,141.05
Orr, Jeremiah	\$ 6,611.82
Peterson, Aaron P	\$ 8,655.36
Raymond, Daniel	\$ 8,578.43
Rice, Alec D	\$ 4,632.96
Rohrbach, Robert A	\$ 6,396.24
Ross, Michael T	\$ 6,446.38
Rostberg, Casey	\$ 7,502.15
Safranski, Dustin M	\$ 6,396.24
Schill, Kyle	\$ 7,664.33
Schriock, Kerry W	\$ 8,925.84
Shoemaker, Charles	\$ 6,088.51
Sickles, Chad	\$ 6,224.49
Staples, Kayden	\$ 5,034.40
Tancabel, Andrew	\$ 9,465.21
Taylor, Matthew	\$ 4,548.32
Tougas, Brady W	\$ 5,358.20
Urban, Augustus	\$ 6,293.59
Walhood, Bradley	\$ 5,837.50
Walter, Devin M	\$ 8,114.40
West, Jason	\$ 7,831.18
Zabka, Aaron	\$ 5,284.96

Home Department Description: Human Resources	
Name	Gross Pay
Jundt, Lisa R	\$ 10,211.92
Porterfield, Monica L	\$ 6,445.54
Scott, Courtney K	\$ 4,647.54
Thurston, Brittany	\$ 6,474.89

Home Department Description: IT	
Name	Gross Pay
Albertson, Alec	\$ 6,176.71
Herslip, Jacob	\$ 3,932.32
Knudsvig, Miles	\$ 5,002.60
McKibben, Jason S	\$ 8,834.16
Podolski, Tyler	\$ 3,914.22
Ulrickson, Paul M	\$ 8,619.92

Home Department Description: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 5,633.60
Degroot, Gage	\$ 7,353.60

Name	Gross Pay
Falconer, Daniel	\$ 720.00
Falkinburg, Delores D	\$ 4,875.73
Hancock, Thomas	\$ 1,215.00
Kilichowski, Owen J	\$ 5,936.40
Kimball, Michelle L	\$ 5,230.40
Murphy, Michael J	\$ 6,862.40
Sickler, Laurie A	\$ 5,091.21
Tillema, Luke	\$ 9,003.76
Walker, Richard E	\$ 6,862.40

Home Department Description: Landfill

Name	Gross Pay
Akin, Dwayne S	\$ 3,700.81
Anderson, Melissa Ann	\$ 2,776.73
Boucher, Robbie R	\$ 4,517.45
Bullard-Wolf, Christina	\$ 4,856.00
Bullard-Wolf, Travis D	\$ 4,400.83
Curelo, Steven	\$ 4,187.72
Foster, Krystle A	\$ 3,195.73
Hammer, Lorne R	\$ 5,227.42
Helgeson, David	\$ 4,792.28
Reimche, Tyler J	\$ 5,360.39
Shefstad, Allen	\$ 5,917.91
Zuck, Darren S	\$ 4,979.16

Home Department Description: Library

Name	Gross Pay
Aberle, Craig S	\$ 3,572.32
Anderson, Brandon	\$ 538.10
Bercier, Georgianna	\$ 1,003.36
Brown, Leah M	\$ 1,161.63
Carswell, Pamela E	\$ 4,949.91
Fagerland, Benjamin	\$ 1,067.57
Hensley, Holly	\$ 2,145.56
Huseth, Valerie	\$ 3,428.80
Julson, Marcia G	\$ 4,292.80
Kranz, Martina Louise	\$ 690.19
Lien, Kathryn	\$ 2,927.68
Miller, Emily	\$ 7.69
Monley, Randi D	\$ 4,504.94
Moya, Zhaina	\$ 7,076.92
Ostlund, Emily	\$ 4,200.00
Payne, Kristina	\$ 570.45
Pecoraro, Betty	\$ 1,445.80
Pikka, Joshua	\$ 5,765.96

Name	Gross Pay
Possen, Lacey A	\$ 3,866.90
Schneibel, Veronica	\$ 4,078.84
Timothy, Scott D	\$ 5,443.07
Wheeler, Mary P	\$ 5,368.80
Williams, David J	\$ 1,381.47
Williams, Jillian	\$ 1,058.51
Wolf, Julie M	\$ 3,382.27
Ziegler, Kassandra M	\$ 3,344.42

Home Department Description: Municipal Court

Name	Gross Pay
Beall, Ashley	\$ 4,618.16
Dodge, Cindy J	\$ 3,128.30
Nishek, Laurie	\$ 5,102.38
Tallman, Nicole	\$ 4,250.79
Terry, Faron	\$ 600.00

Home Department Description: National Disaster Recover

Name	Gross Pay
Barrette, Anthony	\$ 4,510.40
Plank, Christopher J	\$ 5,494.40

Home Department Description: Planning

Name	Gross Pay
Billingsley, Brian	\$ 10,970.24
Diedrichsen, Douglas Craig	\$ 8,157.00
Falconer, Daniel	\$ 2,081.38
Rosenthal, Jonathan	\$ 10,113.38
Zietz, Marjorie	\$ 5,334.40

Home Department Description: Police - Administration

Name	Gross Pay
Bachmeier, Kendra	\$ 2,911.62
Chapman, David J	\$ 8,360.92
Church, Jenna J	\$ 3,211.35
Foley, Jared S	\$ 8,776.36
Gessner, Cheryl K	\$ 8,236.04
Guthrie, Trisha K	\$ 4,225.15
Haug, Shane M	\$ 8,569.92
Klug, John M	\$ 10,970.24
Kolnes, Kimberly	\$ 3,193.40
McLeod, Matthew T	\$ 8,360.92
Olson, Ashley	\$ 4,292.80
Roberts, Christine L	\$ 4,936.43

Name	Gross Pay
Sandusky, Caisee M	\$ 7,226.72
Shaw, Jarred	\$ 6,950.04
Stanfield, Carrie A	\$ 5,303.97
Sumlin, Robbie M	\$ 7,201.46
Sundbakken, Jason J	\$ 9,696.08
Watne, Mitchell R	\$ 5,117.13
Williams, Brian	\$ 6,814.70

Home Department Description: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 9,824.18
Bonney, Erin L	\$ 7,444.45
Casarez, Andres	\$ 7,436.06
Denovio, William	\$ 5,474.61
Dyke, Darren M	\$ 8,569.92
Eisenzimmer, Cameon	\$ 4,209.97
Guerton, Kristin	\$ 6,341.40
Hanks, Elijah	\$ 6,163.46
Heringer, Rebecca	\$ 4,665.17
Johnson, Charles S	\$ 8,471.29
Johnson, Greg W	\$ 7,297.01
Lentz, Stephanie M	\$ 8,258.70
Miller, Gannon E	\$ 6,017.59
Plessas, Dale J	\$ 9,459.62
Roach, Andrew	\$ 7,325.86
Wilkerson, Roman	\$ 11,909.78

Home Department Description: Police - Patrol	
Name	Gross Pay
Adelman, Shane	\$ 6,370.34
Andrade, Memorie	\$ 8,245.71
Asham, Carmen L	\$ 9,824.18
Bach, Kolbe M	\$ 6,333.69
Bambenek, Jason L	\$ 8,132.60
Bartlett, Alec	\$ 2,724.30
Batteiger, Daniel W	\$ 8,942.22
Becker, Krysta	\$ 8,507.07
Berentson, Taylor	\$ 5,037.25
Black, Winston	\$ 1,605.00
Boswell, Jordan	\$ 5,058.84
Boyungs JR, Craig	\$ 5,149.18
Burghardt, Thomas	\$ 4,746.50
Burns, Paul C	\$ 8,631.81
Burch, Tyler R	\$ 5,361.48
Carter, Ronald	\$ 6,652.78

Name	Gross Pay
Casarez, Andres	\$ 7,436.06
Connole, Michael W	\$ 7,183.76
Denovio, William	\$ 5,474.61
Evans, Amy	\$ 4,587.80
Gladback, Belinda	\$ 7,218.50
Gonzales, Daniel	\$ 4,749.86
Hall, Cullen	\$ 6,786.07
Harrington, Alexander D	\$ 6,429.22
Hathaway, Eric	\$ 5,213.71
Haug, Shane M	\$ 8,569.92
Hess, Andrew M	\$ 6,356.78
Hugg, Anthony	\$ 6,077.13
Jensen, Taylor A	\$ 9,346.63
Kiss, Sarah	\$ 4,901.52
Knutson, Zachary W	\$ 5,419.19
Labodda, Seth	\$ 5,962.16
Lakoduk, Ross Allen Macklin	\$ 7,360.70
Lovro, Mary Sanford	\$ 3,702.65
McLeod, Matthew T	\$ 8,360.92
Mehlhoff, Andrew K	\$ 7,186.86
Miller, Cody	\$ 7,416.90
Miller, Gannon E	\$ 6,017.59
Myers, Zackery Colin	\$ 6,876.53
Noyes, Joshua D	\$ 7,897.13
Olson, Jacob	\$ 9,228.04
Pfeiffer, Peggy	\$ 5,362.76
Pollman, Dana	\$ 8,108.60
Presley, Jessica L	\$ 5,496.33
Reis, Shawn	\$ 8,208.56
Roach, Andrew	\$ 7,325.86
Roberts, Bobby R	\$ 4,862.85
Ruelle, Tyler J	\$ 7,916.73
Schoenrock, Stephen J	\$ 7,418.11
Shaide, Kristian	\$ 7,108.94
Shaw, Jarred	\$ 6,950.04
Somerville, Amanda M	\$ 4,102.93
Stanfield, Carrie A	\$ 5,303.97
Stbleton, Tatum	\$ 5,035.72
Strandemo, Cole A	\$ 8,175.23
Suarez, Jonathan	\$ 4,752.00
Sullivan, Christian	\$ 5,376.68
Sumlin, Robbie M	\$ 7,201.46
Sundheim, Justin C	\$ 9,696.08
Washington, Anthony L	\$ 7,216.40
Watne, Mitchell R	\$ 5,117.13

Name	Gross Pay
Wegner, Shawn P	\$ 8,725.92
Wheeler, Daniel B	\$ 9,332.15
Wilkes, Jordan R	\$ 5,402.33
Williams, Brian	\$ 6,814.70

Home Department Description: Property Maintenance	
Name	Gross Pay
Eichstadt, Jacob	\$ 4,513.78
Espe, Scott A	\$ 3,599.61
Frazier, Eric	\$ 4,858.12
Heizelman, Grant L	\$ 6,377.79
Knatterud, Dena M	\$ 3,690.39
Lee, Rebecca	\$ 2,960.05
Randash, Shawn A	\$ 4,482.56
Rice, Alec D	\$ 4,632.96
Sickler, Kevin	\$ 8,725.92
West, Samantha M	\$ 3,304.62

Home Department Description: Public Works - Administra	
Name	Gross Pay
Cofell, Benjamin H	\$ 7,763.92
Cuypers, Anthony J	\$ 3,986.35
Hoyt, Kari L	\$ 5,515.69
Jensen, Debra	\$ 3,453.88
Meyer, Veronica M	\$ 8,569.92
Schettler, Tristan	\$ 5,230.00
Sorenson, Jason S	\$ 11,559.71

Home Department Description: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 5,106.09
Hamel, Scott	\$ 6,127.91
Hammer, Reid	\$ 4,673.83
Ingold, Douglas A	\$ 4,758.77
Kraft, Joshua B	\$ 8,172.00
Lakoduk, Dalton J	\$ 4,995.62
Marten, Harold L	\$ 4,448.13
Oange, Zephaniah N	\$ 4,738.83
Reynolds, Nicholas R	\$ 6,489.32
Shurtleff, Michael J	\$ 4,030.39
Simonson, Christopher A	\$ 4,977.41

Home Department Description: Sewer Pumping	
Name	Gross Pay

Name	Gross Pay
Allen, Bryce J	\$ 3,748.91
Brevik, Dax	\$ 4,734.05
Cimino, Robert Paul	\$ 4,450.35
Keller, Eric J	\$ 6,531.20
Kuglin, Troy D	\$ 5,103.36
LaValley, Christopher	\$ 3,192.00
Marmon, Shannon L	\$ 5,818.04
Olstad, Karlain L	\$ 3,776.16
Sloboden, Timothy J	\$ 5,684.81

Home Department Description: Storm-Sewer	
Name	Gross Pay
Berg, Jared	\$ 3,038.40
Espe, Mark W	\$ 6,065.60
Heizelman, Dean A	\$ 3,888.00
Herslip, Christopher C	\$ 3,888.00
Hogencamp, Matthew	\$ 3,038.41
Iglesias, Adrian	\$ 4,737.60
Kueffler, Alexander	\$ 3,038.41

Home Department Description: Street Department	
Name	Gross Pay
Braaten, Kevin A	\$ 8,569.92
Choquette, Marc F	\$ 5,607.97
Ciccarelli, Robert S	\$ 4,523.53
Edwards, Nicholas S	\$ 4,143.87
Foster, Jacob	\$ 6,309.78
Fredericksen, Brandon L	\$ 5,623.66
Funke, Danny J	\$ 480.00
Grant, Zachary L	\$ 6,681.22
Gruse, Richard	\$ 3,114.36
Harvey, Dale A	\$ 5,745.83
Heizelman, Dean A	\$ 3,888.00
Herslip, Christopher C	\$ 3,888.00
Herzog, Rodney	\$ 4,178.93
Huntzinger, Brian D	\$ 5,413.15
Lower, Robert	\$ 4,763.54
MacKay, Brooke	\$ 4,086.40
Monk, Harry	\$ 3,170.20
Monley, Lucas	\$ 4,993.14
Neuhalfen, Scott J	\$ 3,348.68
Oberdick, Wilfred	\$ 4,699.36
Oswalt, Matthew	\$ 4,521.38
Patterson Jr., Rex	\$ 3,049.89
Poole, Kellen	\$ 1,177.38

Name	Gross Pay
Reynolds, Nicholas R	\$ 6,489.32
Sanchez, David L	\$ 3,861.21
Scofield, Garrett D	\$ 6,240.48
Skinner, Lehmann	\$ 4,625.35
Torres, Diego Enrique	\$ 2,984.66
Vind, Roger T	\$ 5,589.99
Wood, Justin G	\$ 5,677.39

Home Department Description: Traffic	
Name	Gross Pay
Behrens, Jeffrey W	\$ 5,778.93
Bieger, Michael	\$ 3,277.01
Degenstein, Joseph	\$ 4,705.67
Derr, Nathan P	\$ 4,703.71
Joersz, Stephen	\$ 9,033.76
Rodman, David F	\$ 7,762.35
Sanchez, David L	\$ 3,861.21
Steen, Jeffery	\$ 2,108.78

Home Department Description: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	\$ 1,600.97
Billings, Douglas E	\$ 3,610.75
Cooper, Dean	\$ 1,471.85
Cutaiar, Joseph	\$ 5,735.80
Hochsprung, Kory	\$ 4,132.91
Newbury, Tina M	\$ 4,187.20
Schalesky, Marty	\$ 3,121.97
Shekleton, Michael	\$ 4,189.03
Sigurdson, Debbie	\$ 4,716.64
Tinkle, Staci	\$ 316.65

Home Department Description: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 4,198.98
Dutenzafer, Miranda S	\$ 5,301.88
Grilley, Jamie N	\$ 3,283.14

Home Department Description: Water Distribtuion	
Name	Gross Pay
Bell, Ryan A	\$ 3,852.68
Bergrude, Carson	\$ 3,192.40
Brandt, Kelly G	\$ 6,492.10
Burckhard, Terry	\$ 1,455.96

Name	Gross Pay
Burnley, Cory	\$ 3,192.40
Christianson, Kurt A	\$ 5,331.20
Finken, Chad G	\$ 5,886.02
Gable, Joseph shane	\$ 3,195.69
Hudson, Kasey L	\$ 5,127.27
Kelly, Kevin J	\$ 5,341.07
Knoop, Scot M	\$ 5,103.05
Lockyer, Cody M	\$ 4,341.16
Opperude, Darin B	\$ 3,523.20
Randash, Brian K	\$ 6,063.71
Reisenauer, Rick	\$ 4,455.79
Reynolds, John E	\$ 7,574.54
Rieke, Dustin B	\$ 5,502.39
Robinson, Derek	\$ 4,582.85
Schnase, Cyndi J	\$ 4,855.39
Sloboden, Jacob	\$ 3,524.74
Westergaard, Steve B	\$ 6,603.87
Wiggins, Kaitlynn	\$ 3,821.13

Home Department Description: Water Treatment Plant

Name	Gross Pay
Andrysiak, Richard J	\$ 4,737.60
Dinsmoore, Marissa R	\$ 3,699.36
Fjeld, Debra A	\$ 1,032.79
Haider, Mark A	\$ 6,701.28
Hall, Steven M	\$ 1,512.68
Herd, Peter J	\$ 3,875.52
Kittelson, Collin	\$ 4,400.00
Kopp, Timothy J	\$ 5,226.48
Lopez, Ryan	\$ 4,471.20
O'Keefe, Kevin	\$ 4,622.40
Paddock, Mark A	\$ 8,669.85
Parton, Janet L	\$ 5,236.28
Pederson, Robert A	\$ 5,753.44
Reimche, Keith R	\$ 5,331.20
Rensland, Brandon T	\$ 6,397.44
Seifert, Justin R	\$ 6,576.20
Walker, James Alonso	\$ 4,471.20
Grand Totals	
Total	\$ 2,668,830.48

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
12/28/2023	FSA1223	100004931	WEX HEALTH, INC		December 2023 Discovery Benefi	\$74.99	\$0.00
	FSA1223	100004932	WEX HEALTH, INC		December 2023 Discovery Benefi	\$1,521.52	\$0.00
	FSA1223	100004933	WEX HEALTH, INC		December 2023 Discovery Benefi	\$5.79	\$0.00
	FSA1223	100004934	WEX HEALTH, INC		December 2023 Discovery Benefi	\$41.13	\$0.00
	FSA1223	100004935	WEX HEALTH, INC		December 2023 Discovery Benefi	\$127.98	\$0.00
	FSA1223	100004936	WEX HEALTH, INC		December 2023 Discovery Benefi	(\$90.00)	\$0.00
	FSA1223	100004937	WEX HEALTH, INC		December 2023 Discovery Benefi	\$55.40	\$0.00
	FSA1223	100004938	WEX HEALTH, INC		December 2023 Discovery Benefi	\$133.56	\$0.00
	FSA1223	100004939	WEX HEALTH, INC		December 2023 Discovery Benefi	\$44.17	\$0.00
	FSA1223	100004940	WEX HEALTH, INC		December 2023 Discovery Benefi	\$2,571.26	\$0.00
	FSA1223	100004941	WEX HEALTH, INC		December 2023 Discovery Benefi	\$795.70	\$0.00
	FSA1223	100004942	WEX HEALTH, INC		December 2023 Discovery Benefi	\$19.65	\$0.00
	FSA1223	100004943	WEX HEALTH, INC		December 2023 Discovery Benefi	\$1,190.54	\$0.00
	FSA1223	100004944	WEX HEALTH, INC		December 2023 Discovery Benefi	\$218.85	\$0.00
	FSA1223	100004945	WEX HEALTH, INC		December 2023 Discovery Benefi	\$80.86	\$0.00
	FSA1223	100004946	WEX HEALTH, INC		December 2023 Discovery Benefi	\$1,771.27	\$0.00
	FSA1223	100004947	WEX HEALTH, INC		December 2023 Discovery Benefi	\$174.37	\$0.00
	FSA1223	100004948	WEX HEALTH, INC		December 2023 Discovery Benefi	\$92.52	\$0.00
	FSA1223	100004949	WEX HEALTH, INC		December 2023 Discovery Benefi	\$85.00	\$0.00
	FSA1223	100004950	WEX HEALTH, INC		December 2023 Discovery Benefi	\$265.28	\$0.00
	FSA1223	100004951	WEX HEALTH, INC		December 2023 Discovery Benefi	\$648.29	\$0.00
	FSA1223	100004952	WEX HEALTH, INC		December 2023 Discovery Benefi	\$280.08	\$0.00
12/29/2023	JV122923	299239	ALL SEASON ARENA		LODGING TAXES COLLECTED	\$2,635.45	\$0.00
	JV122923	299240	AMERICAN TRUCK &		TJD7000S JACK, 8K SQUARE TUBE	\$96.41	\$0.00
	JV122923	299241	TRAILER, LLC		Panasonic CF33 Keyboard for Pa	\$597.00	\$0.00
	JV122923	299242	BAYCOM, INC.		NDCC Manuals	\$5,986.00	\$0.00
	JV122923	299243	BLUE360 MEDIA, LLC		Analog combination modules	\$1,039.98	\$0.00
	JV122923	299244	BORDER STATES				
	JV122923	299245	INDUSTRIES, INC.				
	JV122923	299246	BUTLER MACHINERY		30W TDTO 2.5 GAL	\$149.10	\$0.00
	JV122923	299247	CO.				
	JV122923	299248	CDM SMITH		CDM SMITH CONTRACT - NDR	\$78,493.20	\$0.00
	JV122923	299249	CONCRETE MOBILE		Concrete Blocks for Street Dep	\$1,600.00	\$0.00
	JV122923	299250	CREA		Minot Area Career Expo Booth S	\$200.00	\$0.00
	JV122923	299251	EMPLOYEE ONE TIME	Brook Hermanson	Tuition Reimbursement Math 210	\$1,000.00	\$0.00
	JV122923	299252	PAY				
	JV122923	299253	PAY				
	JV122923	299254	PAY				
	JV122923	299255	PARTS				
	JV122923	299256	FLEETMIND				
	JV122923	299257	SOLUTIONS, INC.				
	JV122923	299258	FLEXIBLE PIPE TOOLS				
	JV122923	299259	& EQUIPMENT				
	JV122923	299260	GENERAL TRADING				
	JV122923	299261	GERDAU RECYCLING				
	JV122923	299262	GUARDIAN FLEET				
	JV122923	299263	SAFTTY				
	JV122923	299264	HAWKINS, INC.				
	JV122923	299265	HOGAN				
	JV122923	299266	MANUFACTURING, INC				
	JV122923	299267	HOUSTON				
	JV122923	299268	ENGINEERING, INC..				
	JV122923	299269	INFORMATION				
	JV122923	299270	TECHNOLOGY				
	JV122923	299271	DEPARTMENT				
	JV122923	299272	JOHN DEERE				
	JV122923	299273	FINANCIAL				
	JV122923	299274	KLJ ENGINEERING, LLC				
	JV122923	299275	MANUFACTURING				
	JV122923	299276	INC.				
	JV122923	299277	HOUSTON				
	JV122923	299278	ENGINEERING, INC..				
	JV122923	299279	INFORMATION				
	JV122923	299280	TECHNOLOGY				
	JV122923	299281	DEPARTMENT				
	JV122923	299282	JOHN DEERE				
	JV122923	299283	FINANCIAL				
	JV122923	299284	KLJ ENGINEERING, LLC				
	JV122923	299285	MANUFACTURING				
	JV122923	299286	INC.				
	JV122923	299287	HOUSTON				
	JV122923	299288	ENGINEERING, INC..				
	JV122923	299289	INFORMATION				
	JV122923	299290	TECHNOLOGY				
	JV122923	299291	DEPARTMENT				
	JV122923	299292	JOHN DEERE				
	JV122923	299293	FINANCIAL				
	JV122923	299294	KLJ ENGINEERING, LLC				
	JV122923	299295	MANUFACTURING				
	JV122923	299296	INC.				
	JV122923	299297	HOUSTON				
	JV122923	299298	ENGINEERING, INC..				
	JV122923	299299	INFORMATION				
	JV122923	299300	TECHNOLOGY				
	JV122923	299301	DEPARTMENT				
	JV122923	299302	JOHN DEERE				
	JV122923	299303	FINANCIAL				
	JV122923	299304	KLJ ENGINEERING, LLC				
	JV122923	299305	MANUFACTURING				
	JV122923	299306	INC.				
	JV122923	299307	HOUSTON				
	JV122923	299308	ENGINEERING, INC..				
	JV122923	299309	INFORMATION				
	JV122923	299310	TECHNOLOGY				
	JV122923	299311	DEPARTMENT				
	JV122923	299312	JOHN DEERE				
	JV122923	299313	FINANCIAL				
	JV122923	299314	KLJ ENGINEERING, LLC				
	JV122923	299315	MANUFACTURING				
	JV122923	299316	INC.				
	JV122923	299317	HOUSTON				
	JV122923	299318	ENGINEERING, INC..				
	JV122923	299319	INFORMATION				
	JV122923	299320	TECHNOLOGY				
	JV122923	299321	DEPARTMENT				
	JV122923	299322	JOHN DEERE				
	JV122923	299323	FINANCIAL				
	JV122923	299324	KLJ ENGINEERING, LLC				
	JV122923	299325	MANUFACTURING				
	JV122923	299326	INC.				
	JV122923	299327	HOUSTON				
	JV122923	299328	ENGINEERING, INC..				
	JV122923	299329	INFORMATION				
	JV122923	299330	TECHNOLOGY				
	JV122923	299331	DEPARTMENT				
	JV122923	299332	JOHN DEERE				
	JV122923	299333	FINANCIAL				
	JV122923	299334	KLJ ENGINEERING, LLC				
	JV122923	299335	MANUFACTURING				
	JV122923	299336	INC.				
	JV122923	299337	HOUSTON				
	JV122923	299338	ENGINEERING, INC..				
	JV122923	299339	INFORMATION				
	JV122923	299340	TECHNOLOGY				
	JV122923	299341	DEPARTMENT				
	JV122923	299342	JOHN DEERE				
	JV122923	299343	FINANCIAL				
	JV122923	299344	KLJ ENGINEERING, LLC				
	JV122923	299345	MANUFACTURING				
	JV122923	299346	INC.				
	JV122923	299347	HOUSTON				
	JV122923	299348	ENGINEERING, INC..				
	JV122923	299349	INFORMATION				
	JV122923	299350	TECHNOLOGY				
	JV122923	299351	DEPARTMENT				
	JV122923	299352	JOHN DEERE				
	JV122923	299353	FINANCIAL				
	JV122923	299354	KLJ ENGINEERING, LLC				
	JV122923	299355	MANUFACTURING				
	JV122923	299356	INC.				
	JV122923	299357	HOUSTON				
	JV122923	299358	ENGINEERING, INC..				
	JV122923	299359	INFORMATION				
	JV122923	299360	TECHNOLOGY				
	JV122923	299361	DEPARTMENT				
	JV122923	299362	JOHN DEERE				
	JV122923	299363	FINANCIAL				
	JV122923	299364	KLJ ENGINEERING, LLC				
	JV122923	299365	MANUFACTURING				
	JV122923	299366	INC.				
	JV122923	299367	HOUSTON				
	JV122923	299368	ENGINEERING, INC..				
	JV122923	299369	INFORMATION				
	JV122923	299370	TECHNOLOGY				
	JV122923	299371	DEPARTMENT				
	JV122923	299372	JOHN DEERE				
	JV122923	299373	FINANCIAL				
	JV122923	299374	KLJ ENGINEERING, LLC				
	JV122923	299375	MANUFACTURING				
	JV122923	299376	INC.				
	JV122923	299377	HOUSTON				
	JV122923	299378	ENGINEERING, INC..				
	JV122923	299379	INFORMATION				
	JV122923	299380	TECHNOLOGY				
	JV122923	299381	DEPARTMENT				
	JV122923	299382	JOHN DEERE				
	JV122923	299383	FINANCIAL				
	JV122923	299384	KLJ ENGINEERING, LLC				
	JV122923	299385	MANUFACTURING				
	JV122923	299386	INC.				
	JV122923	299387	HOUSTON				
	JV122923	299388	ENGINEERING, INC..				
	JV122923	299389	INFORMATION				
	JV122923	299390	TECHNOLOGY				
	JV122923	299391	DEPARTMENT				
	JV122923	299392	JOHN DEERE				
	JV122923	299393	FINANCIAL				
	JV122923	299394	KLJ ENGINEERING, LLC				
	JV122923	299395	MANUFACTURING				
	JV122923	299396	INC.				
	JV122923	299397	HOUSTON				
	JV122923	299398	ENGINEERING, INC..				
	JV122923	299399	INFORMATION				
	JV122923	299400	TECHNOLOGY				
	JV122923	299401					

JV122923	299266	MAIN ELECTRIC CONSTRUCTION	PO 4397 - Install UPS for 37th	\$8,616.19	\$0.00	
JV122923	299268	MINOT AUTO	--; FRONT STRUT	\$402.42	\$0.00	
JV122923	299269	MINOT WELDING INC	Minot Welding Search Expense C	\$2,500.00	\$0.00	
JV122923	299270	MOUSE RIVER	2024 Membership Dues	\$25.00	\$0.00	
JV122923	299271	FIREFIGHTER'S ASSN NAPA AUTO PARTS	008; 75W90 SYNTHETICAL GEAR OI	\$2,196.07	\$0.00	
JV122923	299272	NEXTREQUEST	Records request processing and	\$9,572.64	\$0.00	
JV122923	299273	NORMONT	Nitrogen Canister Cylinder	\$97.39	\$0.00	
JV122923	299274	EQUIPMENT CO	--; ALIGNMENT	\$1,049.67	\$0.00	
JV122923	299274	NORTHWEST TIRE	AND RETREAD			
JV122923	299275	PRAIRIE ENGINEERING, P.C.	Electrical Design Phase	\$200.00	\$0.00	
JV122923	299276	PROJECT BEE	VOID AFTER UPDATE 12/29/2023	\$0.00	\$559,622.39	
JV122923	299277	RDO EQUIPMENT	SEAL KIT; SEAL KIT	\$428.37	\$0.00	
JV122923	299278	ROUTEMATCH	Core System & Hosting Fees	\$24,313.76	\$0.00	
JV122923	299279	SOFTWARE LLC	HYDRAULIC; HYD MOTOR	\$3,819.98	\$0.00	
JV122923	299279	SANITATION	SWAT Bus Cabinets	\$309.64	\$0.00	
JV122923	299280	PRODUCTS	SCHOCKS SAFE AND			
JV122923	299281	LOCK SERVICE	LOCK SERVICE			
JV122923	299281	SIGN SOLUTIONS USA	HIP .100 12" X 12" Sign Digital	\$112.75	\$0.00	
JV122923	299282	SPX TECHNOLOGIES, INC.	Transit fare media freight	\$6,840.28	\$0.00	
JV122923	299283	SWANSTON EQUIPMENT COMPANIES	HYDRAULIC; HYDRAULIC FLUID	\$748.39	\$0.00	
JV122923	299284	TERMINAL SUPPLY CO.	PLUG; CONNECTOR PLUG	\$53.97	\$0.00	
JV122923	299285	THEIN WELL	Invoice 8786, well A completed	\$7,127.05	\$0.00	
JV122923	299286	THORSRUD SUPPLY CO., INC.	Lock Boxes	\$468.00	\$0.00	
JV122923	299287	UNUM LIFE	NOVEMBER 2023 PREMIUM	\$5,083.95	\$0.00	
JV122923	299288	INSURANCE	December 2023 Motor Vehicle Ta	\$6,431.46	\$0.00	
JV122923	299289	VISIT MINOT				
JV122923	299289	WALLWORK TRUCK CENTER	003; BRAKE DRUM	\$583.16	\$0.00	
JV122923	299290	WARD COUNTY AUDITOR	October 2023 inmate invoice -	\$17,875.00	\$0.00	
JV122923	299291	WESTLIE FORD	ALREADY GRABBED ALTERNATOR	\$376.19	\$0.00	
JV122923	299292	WESTLIE TRUCK CENTER	BRA PROXIMITY SWITCH ASSY	\$943.97	\$0.00	
01/02/2024	JV010224	299293	EIDE FORD LINCOLN	CONNECTO WCNTF VEHICLES - ANNUAL	\$23,400.00	\$0.00
01/05/2024	JV010524	299294	1 CALL SEPTIC SERVICES, INC.	LEASIN		
JV010524	299295	ACME TOOLS	Trucking- Third Party Disposal	\$13,137.30	\$0.00	
ADP0124	100004959	ADP, INC	001; AIR FILTER	\$59.82	\$0.00	
ADP0124	100004960	ADP, INC	ADP Payroll Services for Decem	\$15,537.42	\$0.00	
JV010524	299296	ALL SEASON ARENA	ADP Payroll Services for Decem	\$874.20	\$0.00	
JV010524	299297	AMERICAN WELDING & GAS, INC.	LOGDING TAXES COLLECTED	\$7,876.62	\$0.00	
JV010524	299298	APH/AUTO VALUE	CO2	\$9,683.95	\$0.00	
JV010524	299299	ASSETWORKS	Credit on Account 47000036	\$36.79	\$0.00	
JV010524	299342	CITY OF MINOT	4423 - CITYWIDE ASSET	\$8,581.47	\$0.00	
JV010524	299300	CLUTE OFFICE EQUIP., INC.	MANAGEME Dylan Wagner Restitution MI-20	\$200.00	\$0.00	
JV010524	299301	COOKIES FOR YOU	PAYMENT FOR 2023 CHARGES	\$756.50	\$0.00	
JV010524	299302	ECOLAB PEST	ON IN			
JV010524	299302	ELIMINATION	OFFICE SPACE RENTAL	\$900.00	\$0.00	
JV010524	299303	DIVISION	PD Pest Control- Exterior Serv	\$697.54	\$0.00	
JV010524	299303	EMPLOYEE ONE TIME PAY	Andres Casarez	Tuition Reimbursement College	\$673.46	\$0.00
JV010524	299304	EMPLOYEE ONE TIME PAY	Dusty Schlecht	Reimbursement for appraiser pe	\$350.00	\$0.00
JV010524	299305	EMPLOYEE ONE TIME PAY	James Seifert	Tuition Reimbursement Princip	\$729.00	\$0.00
JV010524	299306	EMPLOYEE ONE TIME PAY	Krystle Foster	December 2023 Mileage- Krystle	\$39.63	\$0.00

JV010524	299307	EMPLOYEE ONE TIME PAY	Melissa Anderson	December 2023 Mileage- Melissa	\$39.63	\$0.00
JV010524	299308	EMPLOYEE ONE TIME PAY	Rob Cimino	Drop off pumps for repair	\$29.50	\$0.00
JV010524	299309	EMPLOYEE ONE TIME PAY	Rondel Roteliuk	November 2023 Mileage- Rod Rot	\$45.20	\$0.00
JV010524	299310	EMPLOYEE ONE TIME PAY	Rondel Roteliuk	December 2023 Mileage- Rondel	\$25.55	\$0.00
JV010524	299311	ENERBASE		UNLEADED	\$11,939.73	\$0.00
JV010524	299312	FASTENAL COMPANY		10-24 NYLOCK NM Z 100 PACK	\$4.99	\$0.00
JV010524	299313	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$704.00	\$0.00
JV010524	299314	FIRST WESTERN INSURANCE		AIRPORT LIABILITY INSURANCE	\$14,350.00	\$0.00
JV010524	299315	GALLS, LLC		pants for Myers	\$166.52	\$0.00
JV010524	299316	GENERAL ONE TIME PAY	Amber Marquardt	Isaac Marden Restitution MI-20	\$1,221.73	\$0.00
JV010524	299317	GENERAL ONE TIME PAY	Braxton Wynton	Larissa Monson Restitution MI-	\$30.00	\$0.00
JV010524	299318	GENERAL ONE TIME PAY	Celine Marx	Jorden Mello Restitution MI-20	\$40.00	\$0.00
JV010524	299319	GENERAL ONE TIME PAY	Cody Cerner	Cheyenne Swain Restitution MI-	\$5.00	\$0.00
JV010524	299320	GENERAL ONE TIME PAY	Jane Ellis	Cheyenne Swain Restitution MI-	\$5.00	\$0.00
JV010524	299321	GENERAL ONE TIME PAY	Joe Melvin Stenvold, Jr.	Jessie Casey Restitution MI-20	\$200.00	\$0.00
JV010524	299322	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steir Restitution MI-202	\$25.00	\$0.00
JV010524	299323	GENERAL ONE TIME PAY	Kevina OM Click	Wendy Beston Restitution MI-20	\$23.00	\$0.00
JV010524	299324	GENERAL ONE TIME PAY	Shandel Grogan	Jeanie Brault Restitution MI-2	\$50.00	\$0.00
JV010524	299325	GENERAL ONE TIME PAY	U.S. Postal Service	Logan Cassell Restitution MI-2	\$50.00	\$0.00
JV010524	299326	GENERAL TRADING		10-24 X 2 1/4 RH STOVE BOLT	\$435.40	\$0.00
JV010524	299327	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$152.29	\$0.00
JV010524	299328	GOETTLE LAW, PLLC		January 2024 Retainer	\$3,500.00	\$0.00
JV010524	299329	GRAYBAR		DBL END TYPE B GLASS 4FT TUBE	\$1,174.00	\$0.00
JV010524	299330	GRAYMONT WESTERN US INC.		Lime	\$53,252.25	\$0.00
JV010524	299331	HAWKINS, INC.		Fluoride	\$31,798.28	\$0.00
JV010524	299332	INLAND TRUCK PARTS		SPRING; U-BOLT INLAND TRUCK	\$192.36	\$0.00
JV010524	299333	INTERNATIONAL CITY MANAGEMENT		CLU City manager pension	\$624.56	\$0.00
JV010524	299334	ASSOCIATION RET INTERSTATE BATTERY SYSTEM		007; BATTERY MTP-65	\$153.95	\$0.00
JV010524	299335	KIWANIS CLUB OF MINOT		Kiwanis Q1 Membership Fee	\$450.00	\$0.00
JV010524	299336	MAIN ELECTRIC CONSTRUCTION		Labor and Enviromental Fee	\$44,402.66	\$0.00
JV010524	299337	MARCO, INC.		Marco Copier Maintenance INV 1	\$192.50	\$0.00
JV010524	299338	MINOT AUTO		SEAL; PTO SEAL	\$140.69	\$0.00
JV010524	299339	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$870.24	\$0.00
JV010524	299340	MINOT PARK DISTRICT		December 2023 State Aid to Par	\$62,695.67	\$0.00
JV010524	299341	MINOT PLUMBING & HEATING CO. INC.		Installation of a new water co	\$1,589.00	\$0.00
JV010524	299343	NAPA AUTO PARTS		PIPE BUSHING	\$1,692.19	\$0.00
JV010524	299344	ND DEPT OF TRANSPORTATION		4563 - BURDICK EXPY VIADUCT RE	\$10,823.05	\$0.00
JV010524	299345	NORTH COUNTRY SPORTSWEAR		JACKET, HOODIE, 2 POLO'S, EMBR	\$144.04	\$0.00
JV010524	299346	NORTHERN PLAINS EQUIPMENT CO., INC.		HOUSING; F/W SEPARATOR	\$514.84	\$0.00
JV010524	299347	NORTHERN TESTING		HOUSING		
JV010524	299348	NORTHWEST TIRE AND RETREAD		Drug test, breath & DOT	\$605.00	\$0.00
JV010524	299349	PFM FINANCIAL ADVISORS LLC		TIRE PRESSURE MONITOR	\$478.04	\$0.00
				CONTINUING DISCLOSURE ANNUAL R	\$1,500.00	\$0.00

	JV010524	299350	PRINGLE & HERIGSTAD, P.C.	Janel Billings Restitution MI-	\$375.00	\$0.00
	JV010524	299351	PROTECH INTEGRATIONS, LLC	Fire Alarm Fee for Sanitation	\$203.00	\$0.00
	JV010524	299352	REDSTONE TECHNOLOGIES, INC.	AS400 Technical Support	\$1,160.00	\$0.00
	JV010524	299353	REFUND ONE TIME PAY	1ST MINOT MANAGEMENT UB 19984 11 9TH	\$52.65	\$0.00
	JV010524	299354	REFUND ONE TIME PAY	BATTEIGER, JOHN UB 6848 310 20TH	\$30.95	\$0.00
	JV010524	299355	REFUND ONE TIME PAY	DAKOTA SOUTH CONDO #14 UB 23184 425 32ND	\$157.22	\$0.00
	JV010524	299356	REFUND ONE TIME PAY	JOHNSON, COLLEEN R UB 3166 906 27TH	\$132.70	\$0.00
	JV010524	299357	REFUND ONE TIME PAY	LOCKE, BRANDON UB 80976 3425 15TH	\$12.87	\$0.00
	JV010524	299358	REFUND ONE TIME PAY	MIMG CCXXXI COMMONS SUB. LLC UB 98052 1909 31ST	\$168.53	\$0.00
	JV010524	299359	REFUND ONE TIME PAY	MINOT PARK DISTRICT UB 22774 1305 4TH	\$31.68	\$0.00
	JV010524	299360	REFUND ONE TIME PAY	PRICE, GARY UB 4650 1008 10TH	\$98.72	\$0.00
	JV010524	299361	REFUND ONE TIME PAY	SUNDBERG, CLAY UB 86300 79 MULBERRY	\$16.23	\$0.00
	JV010524	299362	REFUND ONE TIME PAY	TOWNLEY, PAT UB 16050 722 6TH	\$289.77	\$0.00
	JV010524	299363	REFUND ONE TIME PAY	WATTS, ROOSEVELT UB 4946 507 11TH	\$47.69	\$0.00
	JV010524	299364	RINKER MATERIALS	Trash Guard 30 Inch	\$26,734.76	\$0.00
	JV010524	299365	ROLLKALL TECHNOLOGIES LLC	December 2023 Rollkall	\$16.00	\$0.00
	JV010524	299366	SANITATION PRODUCTS	MOUNT; UNIVERSAL SANDWICH	\$130.33	\$0.00
	JV010524	299367	SHORT ELLIOTT HENDRICKSON, INC	MOUJN SEH DESIGN TXY C/C3	\$47,650.00	\$0.00
	JV010524	299368	SIGN SOLUTIONS USA	RECONSTRUC Signs for street & storm sewer	\$33,744.86	\$0.00
	JV010524	299369	SOURIS RIVER JOINT	3529 - FLOOD CONTROL DESGN	\$51,495.15	\$0.00
	JV010524	299370	WATER RESOURCE SRF CONSULTING GROUP	MOUJN 4753 - 16TH ST INTER REHAB TAS	\$20,611.15	\$0.00
	JV010524	299371	SUNDRE SAND & GRAVEL, INC.	STREET MAINTENANCE - SAND	\$13,091.72	\$0.00
	JV010524	299372	SWANSTON EQUIPMENT COMPANIES	Duplicate payment on INV P6173	\$399.88	\$0.00
	JV010524	299373	TITAN MACHINERY	001; CABIN FILTER	\$38.75	\$0.00
	JV010524	299374	UNITED MAILING SERVICE	POSTAGE & SHIPPING	\$465.81	\$0.00
	JV010524	299375	VISIT MINOT	LODGING TAXES COLLECTED	\$18,172.35	\$0.00
	JV010524	299376	WALLWORK TRUCK CENTER	003; BRAKE DRUM	\$217.96	\$0.00
	JV010524	299377	WESTLIE FORD	CONNECTOR	\$43.09	\$0.00
	JV010524	299378	WESTLIE TRUCK CENTER	4636 - 4 TANDUM AXLE DUMP	\$361,426.17	\$0.00
01/08/2024	EM010524	100004954	EMPOWER TRUST COMPANY, LLC	TRUCK Empower Retirement 01/05/2024	\$530.70	\$0.00
	EM010524	100004957	EMPOWER TRUST COMPANY, LLC	Empower Retirement 01/05/2024	\$130.76	\$0.00
01/09/2024	PM010924	100004956	MINOT PARK DISTRICT	Park Mass 01092024	\$1,501.45	\$0.00
01/11/2024	JV011124	299379	CENTER FOR PUBLIC SAFETY MANAGEMENT LLC	CPSM PUBLIC SAFETY ASSESSMENT	\$32,570.00	\$0.00
	NDRE1223	100004958	ND PUBLIC EMPLOYEES	December 2023 ND PERS RETIREMENT	\$149,760.32	\$0.00
01/12/2024	WIRE_001	100005011	RETIREMENT SYSTEM MDU	DECEMBER STATEMENT/2023 BILLIN	\$50.05	\$0.00
	WIRE_001	100005012	MDU	DECEMBER STATEMENT/2023 BILLIN	\$78.18	\$0.00
	WIRE_001	100005013	MDU	DECEMBER STATEMENT/2023 BILLIN	\$502.09	\$0.00
	AP168	100005014	MDU	DECEMBER STATEMENT/2023 BILLIN	\$19.50	\$0.00
	AP168	100005015	MDU	DECEMBER STATEMENT/2023 BILLIN	\$175.69	\$0.00

WIRE_001	100005016	MDU	DECEMBER STATEMENT/2023 BILLIN	\$70.78	\$0.00
WIRE_001	100005017	MDU	DECEMBER STATEMENT/2023 BILLIN	\$485.50	\$0.00
WIRE_001	100005018	MDU	DECEMBER STATEMENT/2023 BILLIN	\$171.60	\$0.00
AP168	100005019	MDU	DECEMBER STATEMENT/2023 BILLIN	\$1,088.42	\$0.00
WIRE_001	100005020	MDU	DECEMBER STATEMENT/2023 BILLIN	\$50.05	\$0.00
AP168	100005021	MDU	DECEMBER STATEMENT/2023 BILLIN	\$699.93	\$0.00
AP168	100005022	MDU	DECEMBER STATEMENT/2023 BILLIN	\$20.04	\$0.00
AP168	100005023	MDU	DECEMBER STATEMENT/2023 BILLIN	\$642.84	\$0.00
WIRE_001	100005024	MDU	DECEMBER STATEMENT/2023 BILLIN	\$298.38	\$0.00
AP168	100005025	MDU	DECEMBER STATEMENT/2023 BILLIN	\$1,002.04	\$0.00
WIRE_001	100005026	MDU	DECEMBER STATEMENT/2023 BILLIN	\$22.50	\$0.00
AP168	100005027	MDU	DECEMBER STATEMENT/2023 BILLIN	\$19.50	\$0.00
WIRE_001	100005028	MDU	DECEMBER STATEMENT/2023 BILLIN	\$78.82	\$0.00
AP168	100005029	MDU	DECEMBER STATEMENT/2023 BILLIN	\$506.93	\$0.00
WIRE_001	100005030	MDU	DECEMBER STATEMENT/2023 BILLIN	\$51.11	\$0.00
WIRE_001	100005032	MDU	DECEMBER STATEMENT/2023 BILLIN	\$64.01	\$0.00
AP168	100005033	MDU	DECEMBER STATEMENT/2023 BILLIN	\$20.04	\$0.00
WIRE_001	100005034	MDU	DECEMBER STATEMENT/2023 BILLIN	\$19.50	\$0.00
WIRE_001	100005035	MDU	DECEMBER STATEMENT/2023 BILLIN	\$50.05	\$0.00
WIRE_001	100005036	MDU	DECEMBER STATEMENT/2023 BILLIN	\$47.80	\$0.00
AP168	100005037	MDU	DECEMBER STATEMENT/2023 BILLIN	\$22.69	\$0.00
WIRE_001	100005038	MDU	DECEMBER STATEMENT/2023 BILLIN	\$6,837.57	\$0.00
WIRE_001	100005039	MDU	DECEMBER STATEMENT/2024 BILLIN	\$17.11	\$0.00
WIRE_001	100005040	MDU	DECEMBER STATEMENT/2024 BILLIN	\$27.20	\$0.00
WIRE_001	100005041	MDU	DECEMBER STATEMENT/2024 BILLIN	\$170.62	\$0.00
AP168	100005042	MDU	DECEMBER STATEMENT/2024 BILLIN	\$7.25	\$0.00
AP168	100005043	MDU	DECEMBER STATEMENT/2024 BILLIN	\$58.68	\$0.00
WIRE_001	100005044	MDU	DECEMBER STATEMENT/2024 BILLIN	\$24.62	\$0.00
WIRE_001	100005045	MDU	DECEMBER STATEMENT/2024 BILLIN	\$163.64	\$0.00
WIRE_001	100005046	MDU	DECEMBER STATEMENT/2024 BILLIN	\$59.48	\$0.00
WIRE_001	100005047	MDU	DECEMBER STATEMENT/2024 BILLIN	\$17.70	\$0.00
AP168	100005048	MDU	DECEMBER STATEMENT/2024 BILLIN	\$236.50	\$0.00
AP168	100005049	MDU	DECEMBER STATEMENT/2024 BILLIN	\$7.25	\$0.00
AP168	100005050	MDU	DECEMBER STATEMENT/2024 BILLIN	\$183.67	\$0.00
WIRE_001	100005051	MDU	DECEMBER STATEMENT/2024 BILLIN	\$102.32	\$0.00
AP168	100005052	MDU	DECEMBER STATEMENT/2024 BILLIN	\$284.90	\$0.00
WIRE_001	100005053	MDU	DECEMBER STATEMENT/2024 BILLIN	\$7.25	\$0.00
WIRE_001	100005054	MDU	DECEMBER STATEMENT/2024 BILLIN	\$27.20	\$0.00

	AP168	100005055	MDU	DECEMBER STATEMENT/2024 BILLIN DECEMBER STATEMENT/2024	\$171.82	\$0.00
	WIRE_001	100005056	MDU	BILLIN DECEMBER STATEMENT/2024	\$17.82	\$0.00
	WIRE_001	100005057	MDU	BILLIN DECEMBER STATEMENT/2024	\$23.37	\$0.00
	WIRE_001	100005058	MDU	BILLIN DECEMBER STATEMENT/2024	\$7.25	\$0.00
	WIRE_001	100005059	MDU	BILLIN DECEMBER STATEMENT/2024	\$17.11	\$0.00
	WIRE_001	100005060	MDU	BILLIN DECEMBER STATEMENT/2024	\$17.11	\$0.00
	AP168	100005061	MDU	BILLIN DECEMBER STATEMENT/2023	\$8.42	\$0.00
	WIRE_001	100005062	MDU	BILLIN DECEMBER STATEMENT/2024	\$2,293.15	\$0.00
	WIRE_001	100005063	MDU	BILLIN DECEMBER STATEMENT/2024	\$7.25	\$0.00
01/16/2024	AP168	100005031	MDU	BILLIN DECEMBER STATEMENT/2023	\$75.22	\$0.00
	AP167	100004962	XCEL	BILLIN DECEMBER STATEMENT/2023	\$2,334.99	\$0.00
	AP167	100004963	XCEL	BILLIN DECEMBER STATEMENT/2023	\$243.16	\$0.00
	AP167	100004964	XCEL	BILLIN DECEMBER STATEMENT/2023	\$248.39	\$0.00
	WIRE_002	100004965	XCEL	BILLIN DECEMBER STATEMENT/2023	\$4,737.25	\$0.00
	AP167	100004966	XCEL	BILLIN DECEMBER STATEMENT/2023	\$100.64	\$0.00
	WIRE_002	100004967	XCEL	BILLIN DECEMBER STATEMENT/2023	\$32,084.49	\$0.00
	AP167	100004968	XCEL	BILLIN DECEMBER STATEMENT/2023	\$456.01	\$0.00
	WIRE_002	100004972	XCEL	BILLIN DECEMBER STATEMENT/2023	\$39,392.74	\$0.00
	AP167	100004973	XCEL	BILLIN DECEMBER STATEMENT/2023	\$32,427.64	\$0.00
	AP167	100004974	XCEL	BILLIN DECEMBER STATEMENT/2023	\$3,474.75	\$0.00
	AP167	100004975	XCEL	BILLIN DECEMBER STATEMENT/2023	\$10,091.42	\$0.00
	AP167	100004976	XCEL	BILLIN DECEMBER STATEMENT/2023	\$129.01	\$0.00
	AP167	100004977	XCEL	BILLIN DECEMBER STATEMENT/2023	\$8,762.92	\$0.00
	WIRE_002	100004978	XCEL	BILLIN DECEMBER STATEMENT/2023	\$625.23	\$0.00
	AP167	100004979	XCEL	BILLIN DECEMBER STATEMENT/2023	\$3,598.08	\$0.00
	WIRE_002	100004980	XCEL	BILLIN DECEMBER STATEMENT/2023	\$23.19	\$0.00
	WIRE_002	100004981	XCEL	BILLIN DECEMBER STATEMENT/2023	\$152.37	\$0.00
	WIRE_002	100004982	XCEL	BILLIN DECEMBER STATEMENT/2023	\$119.85	\$0.00
	WIRE_002	100004983	XCEL	BILLIN DECEMBER STATEMENT/2023	\$268.28	\$0.00
	WIRE_002	100004984	XCEL	BILLIN DECEMBER STATEMENT/2023	\$342.68	\$0.00
	AP167	100004985	XCEL	BILLIN DECEMBER STATEMENT/2023	\$1,741.28	\$0.00
	AP167	100004986	XCEL	BILLIN DECEMBER STATEMENT/2023	\$1,580.16	\$0.00
	WIRE_002	100004987	XCEL	BILLIN DECEMBER STATEMENT/2023	\$223.46	\$0.00
	WIRE_002	100004988	XCEL	BILLIN DECEMBER STATEMENT/2023	\$28.53	\$0.00
	WIRE_002	100004989	XCEL	BILLIN DECEMBER STATEMENT/2023	\$145.56	\$0.00
	WIRE_001	100004990	XCEL	BILLIN DECEMBER STATEMENT/2023	\$1,844.03	\$0.00
	WIRE_002	100004991	XCEL	BILLIN DECEMBER STATEMENT/2023	\$46.18	\$0.00
	WIRE_002	100004992	XCEL	BILLIN DECEMBER STATEMENT/2023	\$4,421.43	\$0.00
				BILLIN		

WIRE_001	100004993	XCEL	DECEMBER STATEMENT/2023	\$4,940.32	\$0.00		
WIRE_001	100004994	XCEL	BILLIN DECEMBER STATEMENT/2023	\$139.65	\$0.00		
WIRE_001	100004995	XCEL	BILLIN DECEMBER STATEMENT/2023	\$16.75	\$0.00		
AP167	100004996	XCEL	BILLIN DECEMBER STATEMENT/2023	\$49.21	\$0.00		
WIRE_001	100004997	XCEL	BILLIN DECEMBER STATEMENT/2024	\$36.80	\$0.00		
WIRE_001	100004998	XCEL	BILLIN DECEMBER STATEMENT/2024	\$3.15	\$0.00		
WIRE_002	100004999	XCEL	BILLIN DECEMBER STATEMENT/2023	\$2,069.97	\$0.00		
WIRE_002	100005001	XCEL	BILLIN DECEMBER STATEMENT/2023	\$514.78	\$0.00		
WIRE_001	100005002	XCEL	BILLIN DECEMBER STATEMENT/2024	\$273.84	\$0.00		
WIRE_001	100005003	XCEL	BILLIN DECEMBER STATEMENT/2024	\$385.51	\$0.00		
WIRE_002	100005004	XCEL	BILLIN DECEMBER STATEMENT/2023	\$0.72	\$0.00		
WIRE_002	100005005	XCEL	BILLIN DECEMBER STATEMENT/2023	\$17.75	\$0.00		
WIRE_002	100005006	XCEL	BILLIN DECEMBER STATEMENT/2023	\$39.74	\$0.00		
WIRE_001	100005007	XCEL	BILLIN DECEMBER STATEMENT/2024	\$54.42	\$0.00		
WIRE_001	100005008	XCEL	BILLIN DECEMBER STATEMENT/2024	\$49.38	\$0.00		
WIRE_002	100005009	XCEL	BILLIN DECEMBER STATEMENT/2023	\$6.84	\$0.00		
WIRE_002	100005010	XCEL	BILLIN DECEMBER STATEMENT/2023	\$655.03	\$0.00		
01/18/2024	AFLC1223	100004961	AFLAC	\$14,124.37	\$0.00		
	JV011724	299380	FIRST WESTERN INSURANCE	\$37,446.04	\$0.00		
01/19/2024	JV011924	299381	ACKERMAN ESTVOLD	2024 EDISON SRTS EASEMENT	\$79,847.70	\$0.00	
	JV011924	299382	ACME TOOLS	ACOU	\$12,504.62	\$0.00	
	JV011924	299383	ADVANCED BUSINESS METHODS	FUEL FILLER CAP	\$8,830.25	\$0.00	
	JV011924	299384	AMERICAN TRUCK & TRAILER, LLC	2023-2028 COPIER AGREEMENT	018; SNOWPLOW FLAGS	\$125.20	\$0.00
	JV011924	299385	APEX ENGINEERING GROUP	16TH ST SW RECONSTRUCTION	\$104,922.06	\$0.00	
	JV011924	299386	ARAMARK	APEX	ARAMARK - FLOOR MAT	\$126.18	\$0.00
	JV011924	299388	AZTECA SYSTEMS, LLC	CLEANING	4423 - CITYWIDE ASSET	\$109,200.00	\$0.00
	JV011924	299389	BAG, LLC	MANAGEMN	MONTHLY NORTH SENTRY	\$150.00	\$0.00
	JV011924	299390	BARR ENGINEERING	CHARGE FO	4618.1 BARR ENG LITTLE	\$1,774.50	\$0.00
	JV011924	299391	BISMARCK EVENT CENTER	ROOSFVE	Career Fair Electric	\$30.00	\$0.00
	JV011924	299392	BMI GENERAL LICENSING	2024 Licensing Fee	Maintenance Program Annual Fee	\$435.00	\$0.00
	JV011924	299393	BRIGHTLY SOFTWARE, INC.			\$5,666.93	\$0.00
	JV011924	299394	BUTLER MACHINERY CO.	YELLOW PAINT		\$169.81	\$0.00
	JV011924	299395	C&C PLUMBING AND HEATING	Troubleshoot Boiler		\$125.00	\$0.00
	JV011924	299396	CALLYO 2009 CORP	Callyo		\$5,628.00	\$0.00
	JV011924	299397	CAROLINA SOFTWARE	WasteWorks Software Support- 1		\$475.00	\$0.00
	JV011924	299398	CDM SMITH	CDM SMITH CONTRACT - NDR		\$105,842.15	\$0.00
	JV011924	299400	CENTER FOR PUBLIC SAFETY	CPSM PUBLIC SAFETY		\$5,374.04	\$0.00
	JV011924	299399	MANAGEMENT LLC CENTRAL TRENCHING, INC.	ASSESSMENT	Packer Hydraulic Cylinders tha	\$4,614.68	\$0.00
	JV011924	299473	CITY OF MINOT	Donita Pickett Restitution MI-		\$50.00	\$0.00
	JV011924	299401	DACOTAH PAPER CO.	Paper 8.5X11 WHT 20LB		\$8,660.34	\$0.00
	JV011924	299402	DAKOTA FIRE EXTINGUISHER	AED Pad Replacement		\$86.36	\$0.00

JV011924	299403	DAKOTA FLUID MOTION, LLC	Fairbanks Morse pump repair	\$12,578.44	\$0.00
JV011924	299404	DAKOTA FLUID POWER, INC.	PTO; PUMP	\$923.41	\$0.00
JV011924	299405	DECOMM VENTURES, LP	MOT TASK ORDER #1 - MISC CONSU	\$6,075.00	\$0.00
JV011924	299406	DEM-CON COMPANIES, LLC	Recycling processing- Dec 2023	\$1,806.49	\$0.00
JV011924	299407	DOMESTIC VIOLENCE CRISIS CENTER	Crisis Center Fees for Decembe	\$1,250.45	\$0.00
JV011924	299408	DUCKS UNLIMITED	Invoice # GPRO-DEFINV-2024-17	\$19,440.00	\$0.00
JV011924	299409	EAPC	DOWNTOWN TRANSIT TRANSFER FACI	\$20,233.62	\$0.00
JV011924	299410	EATON CORPORATION	Eaton 9355 UPS - HW Maint 1/1/	\$5,355.42	\$0.00
JV011924	299411	EBSCO	Credit on Account CG61010	\$2,336.47	\$0.00
JV011924	299412	ECOLAB PEST ELIMINATION DIVISION	Rodent Service	\$119.49	\$0.00
JV011924	299413	ELDORADO NATIONAL - CALIFORNIA	BUMPER; HELP BUMPER END REAR R	\$405.65	\$0.00
JV011924	299414	ELECTRIC PUMP	GUIDE RING O-RING	\$83.54	\$0.00
JV011924	299415	EMPLOYEE ONE TIME PAY	Hollilynn Bleshe Lost badge returned by badgeho	\$20.00	\$0.00
JV011924	299416	EMPLOYEE ONE TIME PAY	Jeanny Variste Claim for Mileage Reimbursemen	\$48.99	\$0.00
JV011924	299417	EMPLOYEE ONE TIME PAY	Maria Romanick Reimbursement for Discovery Ce	\$50.00	\$0.00
JV011924	299418	ENERBASE	Fuel 11.861	\$57,891.69	\$0.00
JV011924	299419	FACTORY MOTOR PARTS	001; AIR FILTER 6891/88891/P53	\$245.54	\$0.00
JV011924	299420	FARDEN	Contract Withholding: 300369	\$9,556.85	\$0.00
JV011924	299422	CONSTRUCTION FASTENAL COMPANY	013; 3/8 FLATWASHER	\$4.30	\$0.00
JV011924	299423	FIRE EQUIPMENT CO.	Annual Fire Inspection	\$926.00	\$0.00
JV011924	299424	FIRST DISTRICT	FIRST DISTRICT HEALTH UNIT SER	\$26,500.00	\$0.00
JV011924	299425	HEALTH UNIT FIRST INTERNATIONAL BANK & TRUST	Fire Union Due's	\$759.00	\$0.00
JV011924	299426	FIRST WESTERN INSURANCE	Joshua Noyes Notary Bond	\$50.00	\$0.00
JV011924	299427	FLEETMIND	Januuary Fleetmind Software Agr	\$1,987.50	\$0.00
JV011924	299428	SOLUTIONS, INC. G & P COMMERCIAL	Custodial use Products : bowl	\$404.24	\$0.00
JV011924	299429	SALES GALE	E-Book Subscription	\$150.00	\$0.00
JV011924	299430	GALLS, LLC	polos for ACOs	\$516.68	\$0.00
JV011924	299431	GENERAL ONE TIME PAY	Diedre Postula Lost Book that patron returned	\$18.99	\$0.00
JV011924	299432	GENERAL ONE TIME PAY	Eric Bretheim Lost Book that patron returned	\$36.94	\$0.00
JV011924	299433	GENERAL ONE TIME PAY	FHS PUBLIC SAFETY FOUNDATION	\$960.00	\$0.00
JV011924	299434	GENERAL ONE TIME PAY	Kaylee Pontiff Lost Book that patron returned	\$10.99	\$0.00
JV011924	299435	GENERAL ONE TIME PAY	Lisa Schneider Donita Pickett Restitution MI-	\$50.00	\$0.00
JV011924	299436	GENERAL ONE TIME PAY	Michaela Young Richard Graham Restitution MI-	\$50.00	\$0.00
JV011924	299437	GENERAL ONE TIME PAY	Minnesota Child Support Justin Nelson Restitution MI-2	\$10.00	\$0.00
JV011924	299438	GENERAL ONE TIME PAY	Mya Hanson Kevin Schmidt Restitution MI-2	\$200.00	\$0.00
JV011924	299439	GENERAL ONE TIME PAY	North Dakota Child Support Ryan Prater Restitution MI-202	\$250.00	\$0.00
JV011924	299440	GENERAL ONE TIME PAY	North Dakota Child Support Ryan Prater Restitution MI-202	\$25.00	\$0.00
JV011924	299441	GENERAL ONE TIME PAY	Rodney Brian Neuhalfen Justin Hoiland Restitution MI-	\$50.00	\$0.00
JV011924	299442	GENERAL ONE TIME PAY	Sharon Samulenok Lost Book that patron returned	\$8.99	\$0.00
JV011924	299443	GENERAL ONE TIME PAY	Tamera Siverston Adrianna Herrera Restitution M	\$25.00	\$0.00

JV011924	299444	GENERAL ONE TIME PAY	Teresa Hunt	Alexander Pittenger Restitutio	\$25.00	\$0.00
JV011924	299445	GENERAL ONE TIME PAY	Vicky L. Geyer-Panasuk	Lynette Burtch Restitution MI-	\$378.55	\$0.00
JV011924	299446	GENERAL TRADING		Drill bit	\$702.17	\$0.00
JV011924	299447	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$580.32	\$0.00
JV011924	299448	GRAINGER		LATCH; 1/4 TWIST LATCH ASSY	\$23.18	\$0.00
JV011924	299449	GRAYMONT WESTERN US INC.		2023 Lime purchase	\$20,664.60	\$0.00
JV011924	299450	HIGH POINT NETWORKS, LLC		Block of High Point Support Ho	\$7,603.05	\$0.00
JV011924	299451	HOGAN MANUFACTURING, INC		SERVICE; ELECTRICAL-MINIFUSE	\$146.00	\$0.00
JV011924	299452	HOUSTON ENGINEERING, INC.		4618 - LOW HEAD DAM	\$85,018.78	\$0.00
JV011924	299453	IMSA		REMEDIATIO		
JV011924	299454	INTERNATIONAL CITY MANAGEMENT		2024 membership for the whole	\$510.00	\$0.00
JV011924	299455	ASSOCIATION RET INTERSTATE BATTERY SYSTEM		City manager pension	\$624.56	\$0.00
JV011924	299456	INTERSTATE ENGINEERING, INC.		--; AAA BATTERY	\$8.34	\$0.00
JV011924	299457	JIMS WELDING, INC.		Independent Fee Analysis for W	\$3,500.00	\$0.00
JV011924	299458	JLG ARCHITECTS		Repair aluminum bus mirror mou	\$375.41	\$0.00
JV011924	299459	KIMBALL MIDWEST		JLG ARCHITECTS - NDR 007; HEATON PUMPS SHRINK	\$620.00	\$0.00
JV011924	299460	KLJ ENGINEERING, LLC		TUBIN 4398 - CITY HALL RETAINING WAL	\$23.60	\$0.00
JV011924	299460	KLJ ENGINEERING, LLC		4398 - CITY HALL RETAINING WAL	\$12,715.50	\$0.00
JV011924	299461	LEADSONLINE		LeadsOnline Service	\$5,866.00	\$0.00
JV011924	299462	M-B COMPANIES, INC		Unit 327/328 wheel caster hub	\$1,337.22	\$0.00
JV011924	299464	MAD DOG		66.74 Tons of Salt	\$6,733.40	\$0.00
JV011924	299465	BROKERAGE INC		Unhooked & removed pumps @	\$25,068.12	\$0.00
JV011924	299465	MAIN ELECTRIC		Per		
JV011924	299466	CONSTRUCTION MARCO, INC.		Customer Payoff Invoice	\$1,256.63	\$0.00
JV011924	299474	MELANIE MOORE		Accounting civil service exam	\$210.00	\$0.00
JV011924	299467	MICROMARKETING LLC		Audio Books	\$27.99	\$0.00
JV011924	299468	MID-STATES ORGANIZED CRIME		MOCIC Membership fee	\$250.00	\$0.00
JV011924	299469	INFO CTD MIDWEST TAPE		Children's DVDs	\$84.22	\$0.00
JV011924	299463	MINOT AREA CHAMBER EDC		MACEDC SERVICE AGREEMENT	\$121,637.50	\$0.00
JV011924	299470	MINOT COMMISSION ON AGING		2024 COMMISSION ON AGING SERVICE	\$12,875.00	\$0.00
JV011924	299471	MINOT DAILY NEWS		AG		
JV011924	299472	MINOT EMPLOYEE DONATIONS		Minot Daily News Paper	\$260.00	\$0.00
JV011924	299475	MOWBRAY & SONS		Minot Employee Donations	\$818.96	\$0.00
JV011924	299476	NAPA AUTO PARTS		Toilet not working at library	\$1,061.08	\$0.00
JV011924	299477	ND DEPT OF TRANSPORTATION		MEF655 DRAG LINK	\$2,064.12	\$0.00
JV011924	299478	ND DEPT OF WATER RESOURCES		4724 - NHU-SU-4-002(141)149 PC	\$7,028.85	\$0.00
JV011924	299479	ND FRATERNAL ORDER OF POLICE		3210.07 - NAWS 7-1B MINOT	\$255,477.20	\$0.00
JV011924	299480	NEWMAN TRAFFIC SIGNS		WATE		
JV011924	299481	NORTHERN TESTING		Police Union Due's/ Legal Defe	\$1,539.00	\$0.00
JV011924	299482	NORTHWEST TIRE AND RETREAD		Anchor 4' x 2.25" - Telespar -	\$1,289.28	\$0.00
JV011924	299483	NORTHWESTERN POWER EQUIPMENT C		Drug test panel, DOT	\$490.00	\$0.00
JV011924	299484	NOVA FIRE PROTECTION CO.		Tire Repair on Unit 43	\$10,646.79	\$0.00
JV011924	299485	OLSON'S TOWING		16th ST Closure	\$10,346.09	\$0.00
JV011924	299486	ONE CALL CONCEPTS, INC.		Replaced and serviced system	\$1,643.00	\$0.00
JV011924	299487	ONLINE DAKOTA INFORMATION NETWORK		PD TOWING CONTRACT	\$1,365.00	\$0.00
				December 2023 One Call tickets	\$131.90	\$0.00
				Databases	\$316.00	\$0.00

JV011924	299421	PARKLAND USA CORPORATION	Purchasing diesel exhaust flui	\$4,478.10	\$0.00	
JV011924	299488	PATRIOT FIRE & SAFETY INC	Drain Valve for Unit #238	\$754.80	\$0.00	
JV011924	299387	PEC SOLUTIONS LLC	12/11/2023 services	\$966.00	\$0.00	
JV011924	299489	PRAIRIE SUPPLY	CUT-OFF WHEEL, 4-1/2X.045X7/8	\$283.86	\$0.00	
JV011924	299490	PRINGLE & HFRIGSTAD, P.C.	VOID AFTER UPDATE 01/19/2024	\$0.00	\$142.50	
JV011924	299491	PROCOLLECT	PROCOLLECT	\$318.92	\$0.00	
JV011924	299492	PROTECH	Monthly Fire Alarm Fee - Paid	\$425.00	\$0.00	
JV011924	299493	INTEGRATIONS, LLC	DECEMBER 2023 PREMIUM	\$363.08	\$0.00	
JV011924	299494	PROVIDENT LIFE & ACC INS CO	PAYMENT	\$5,000.00	\$0.00	
JV011924	299495	RAFTELIS FINANCIAL CONSULTANTS, INC	Raftelis Contract for Strategi	\$12,000.00	\$0.00	
JV011924	299496	ROERS CONSTRUCTION	Contract Withholding: 300429	\$4,798.00	\$0.00	
JV011924	299497	SANITATION PRODUCTS	015; CONVEYOR BELT 1082386	\$375.00	\$0.00	
JV011924	299498	SERTOMA CLUB OF MINOT	4th Quarter Dues 2023	\$375.00	\$0.00	
JV011924	299499	SHORT ELLIOTT HENDRICKSON, INC	SEH CFME ENGINEERING & ACOUASI	\$42,625.00	\$0.00	
JV011924	299500	SIGN SOLUTIONS USA	Center Turn Lane Sign Installa	\$6,011.00	\$0.00	
JV011924	299501	SOLTIS BUSINESS FORMS CO.	7 Winter Coats	\$824.00	\$0.00	
JV011924	299502	SOURIS RIVER JOINT WATER RESOURCE	3529.8 - DL BARKIE	\$2,224,833.61	\$0.00	
JV011924	299503	SRF CONSULTING GROUP	CONSTRUCTIO	\$56,178.28	\$0.00	
JV011924	299504	SWANSON & WARCUP, LTD	4753 - 16TH ST INTER REHAB TAS	\$393.00	\$0.00	
JV011924	299505	SWANSTON EQUIPMENT COMPANIES	SWANSON & WARCUP	\$424.48	\$0.00	
JV011924	299506	THOMSON REUTERS- WEST PAYMENT CENTER	CONTRACT - ND	\$372.00	\$0.00	
JV011924	299507	TIMMONS GROUP	BREAKER; CIRCUIT BREAKER ASSY	\$7,788.75	\$0.00	
JV011924	299508	TITAN MACHINERY	4705 - CITYWORKS AND GIS	\$10,250.00	\$0.00	
JV011924	299509	TOLLEFSON'S	SUPPO	\$383.00	\$0.00	
JV011924	299510	TRITECH SOFTWARE SYSTEMS	Frost Breaker/Impactor	\$4,813.40	\$0.00	
JV011924	299511	TYLER TECHNOLOGIES, INC.	Underlayment and repair	\$2,352.00	\$0.00	
JV011924	299512	ULINE UNITED MAILING	911 GIS Data Maintenance - Pay	\$64.50	\$0.00	
JV011924	299513	SERVICE UNUM LIFE	NWPS - 2024 CAD CFS (xml) Inte	\$400.70	\$0.00	
JV011924	299514	INSURANCE VZERON WIRELESS	Dust mop kit 36"	\$13,228.06	\$0.00	
JV011924	299515	VESSCO, INC.	POSTAGE/SHIPPING (December	\$111.82	\$0.00	
JV011924	299516	VISIT MINOT	nor	\$836.24	\$0.00	
JV011924	299517	WARD COUNTY RECORDER	DECEMBER UNUM LIFE PREMIUM	\$26,274.43	\$0.00	
JV011924	299518	WARD COUNTY RECORDER	Lien Release	\$20.00	\$0.00	
JV011924	299519	WESTLIE TRUCK CENTER	Lien Release	\$943.18	\$0.00	
01/22/2024	AP166	100004955	VERENDRYE ELECTRIC	DECEMBER VERENDRYE BILL	\$67,693.41	\$0.00
01/23/2024	PM012324	100005064	MINOT PARK DISTRICT	Park Mass 01.23.2024	\$1,543.66	\$0.00
01/24/2024	JO012424	299520	CRAFT BUILDERS, INC.	Carnegie Center ADA Compliance	\$21,832.00	\$0.00
	AP168	100005071	MDU	DECEMBER STATEMENT/2023	\$134.00	\$0.00
	AP168	100005073	MDU	BILLIN	\$476.47	\$0.00
	AP168	100005075	MDU	DECEMBER STATEMENT/2023	\$4,649.85	\$0.00
	AP168	100005078	MDU	BILLIN	\$15.00	\$0.00
				BILLIN		

AP168	100005079	MDU	DECEMBER STATEMENT/2023	\$83.33	\$0.00
WIRE_001	100005080	MDU	BILLIN DECEMBER STATEMENT/2023	\$368.05	\$0.00
WIRE_001	100005081	MDU	BILLIN DECEMBER STATEMENT/2023	\$2,277.00	\$0.00
WIRE_001	100005084	MDU	BILLIN DECEMBER STATEMENT/2023	\$645.94	\$0.00
WIRE_001	100005085	MDU	BILLIN DECEMBER STATEMENT/2023	\$12.00	\$0.00
WIRE_001	100005086	MDU	BILLIN DECEMBER STATEMENT/2023	\$82.95	\$0.00
WIRE_001	100005087	MDU	BILLIN DECEMBER STATEMENT/2023	\$12.00	\$0.00
WIRE_001	100005088	MDU	BILLIN DECEMBER STATEMENT/2023	\$15.00	\$0.00
WIRE_001	100005089	MDU	BILLIN DECEMBER STATEMENT/2023	\$370.67	\$0.00
WIRE_001	100005091	MDU	BILLIN DECEMBER STATEMENT/2023	\$15.00	\$0.00
WIRE_001	100005092	MDU	BILLIN DECEMBER STATEMENT/2023	\$56.58	\$0.00
WIRE_001	100005093	MDU	BILLIN DECEMBER STATEMENT/2023	\$199.96	\$0.00
WIRE_001	100005094	MDU	BILLIN DECEMBER STATEMENT/2023	\$69.19	\$0.00
WIRE_001	100005095	MDU	BILLIN DECEMBER STATEMENT/2023	\$639.16	\$0.00
WIRE_001	100005096	MDU	BILLIN DECEMBER STATEMENT/2023	\$940.36	\$0.00
WIRE_001	100005097	MDU	BILLIN DECEMBER STATEMENT/2024	\$119.15	\$0.00
WIRE_001	100005099	MDU	BILLIN DECEMBER STATEMENT/2024	\$421.01	\$0.00
WIRE_001	100005101	MDU	BILLIN DECEMBER STATEMENT/2024	\$4,068.01	\$0.00
WIRE_001	100005104	MDU	BILLIN DECEMBER STATEMENT/2024	\$13.60	\$0.00
WIRE_001	100005105	MDU	BILLIN DECEMBER STATEMENT/2024	\$76.29	\$0.00
WIRE_001	100005106	MDU	BILLIN DECEMBER STATEMENT/2024	\$482.08	\$0.00
WIRE_001	100005107	MDU	BILLIN DECEMBER STATEMENT/2023	\$1,994.38	\$0.00
WIRE_001	100005111	MDU	BILLIN DECEMBER STATEMENT/2023	\$17.22	\$0.00
WIRE_001	100005112	MDU	BILLIN DECEMBER STATEMENT/2023	\$75.89	\$0.00
WIRE_001	100005113	MDU	BILLIN DECEMBER STATEMENT/2023	\$17.22	\$0.00
WIRE_001	100005114	MDU	BILLIN DECEMBER STATEMENT/2023	\$14.50	\$0.00
WIRE_001	100005115	MDU	BILLIN DECEMBER STATEMENT/2023	\$486.54	\$0.00
WIRE_001	100005117	MDU	BILLIN DECEMBER STATEMENT/2023	\$14.50	\$0.00
WIRE_001	100005118	MDU	BILLIN DECEMBER STATEMENT/2023	\$51.11	\$0.00
WIRE_001	100005119	MDU	BILLIN DECEMBER STATEMENT/2023	\$178.48	\$0.00
WIRE_001	100005120	MDU	BILLIN DECEMBER STATEMENT/2023	\$62.60	\$0.00
WIRE_001	100005121	MDU	BILLIN DECEMBER STATEMENT/2023	\$562.92	\$0.00
WIRE_001	100005122	MDU	BILLIN DECEMBER STATEMENT/2023	\$1,225.29	\$0.00
JO012424	299521	PROJECT BEE	BROADWAY CIRCLE - LMI	\$559,622.39	\$0.00
JO012424	299522	UNUM LIFE INSURANCE ND PUBLIC EMPLOYEES	HOUSING NOVEMBER UNMUM LTD POLICY 041 Def Comp 01.05.2024	\$8,396.12	\$0.00
01/25/2024	DC010523	100005065	DEPARTMENT SYSTEM ND PUBLIC EMPLOYEES	\$12,673.45	\$0.00
DC122223	100005066	DEPARTMENT SYSTEM ND PUBLIC EMPLOYEES	Def Comp 12.22.2023	\$12,319.36	\$0.00
WEX0124	100004969	DEPARTMENT SYSTEM WEX HEALTH, INC	December 2023 WEX/FSA	\$256.20	\$0.00

01/26/2024	AP167	100005124	XCEL	DECEMBER STATEMENT/2023 BILLIN	\$59.70	\$0.00
					\$5,923,213.90	\$560,056.89

Posting date	Transaction date	Supplier	Amount
12/27/2023	12/26/2023	Amzn Mktp Us	190.52
12/27/2023	12/26/2023	Best Buy 00010637	24.17
12/28/2023	12/27/2023	Usps Po 3762880701	18.54
12/28/2023	12/27/2023	Home Of Economy-#4	314.99
12/28/2023	12/27/2023	Acme Rents Minot	(645.00)
12/28/2023	12/27/2023	Acme Rents Minot	645.00
12/28/2023	12/27/2023	Acme Rents Minot	800.00
12/28/2023	12/27/2023	Panasonic Connect North A	60.00
12/28/2023	12/27/2023	Att	50.96
12/28/2023	12/27/2023	Amzn Mktp Us	38.83
12/28/2023	12/27/2023	Sp Fabric Sign Guys	579.00
12/28/2023	12/27/2023	Fmcsa D&a Clearinghouse	25.00
12/28/2023	12/27/2023	At&t Payment	275.52
12/28/2023	12/27/2023	At&t Payment	407.68
12/28/2023	12/27/2023	Overhead Door Company Of	121.10
12/28/2023	12/27/2023	Dakota Fluid Power, Inc.	(50.43)
12/29/2023	12/27/2023	Cenex Express 09907437	27.14
12/29/2023	12/27/2023	Napa Parts 0027632	6.53
12/29/2023	12/27/2023	Carquest Auto	1,055.04
12/29/2023	12/27/2023	Rhi Supply Minot	107.48
12/29/2023	12/27/2023	Fedex788577992545	42.69
12/29/2023	12/28/2023	A La Mode, Llc	1,047.00
12/29/2023	12/28/2023	Mn Vly Testing Labs	466.40
12/29/2023	12/28/2023	Adobe *acropro Subs	21.49
12/29/2023	12/28/2023	Acme Tools Minot	103.98
12/29/2023	12/28/2023	Home Of Economy-#4	35.00
12/29/2023	12/28/2023	Lowes Printing	724.00
12/29/2023	12/28/2023	Home Of Economy-#4	23.99
12/29/2023	12/28/2023	Harbor Freight Tools3246	72.99
12/29/2023	12/28/2023	Lowes Printing	353.55
12/29/2023	12/28/2023	Controls Central	285.64
12/29/2023	12/28/2023	Dacotah Paper Co	239.82
12/29/2023	12/28/2023	Eb 2024 Nd Operator T	225.00
12/29/2023	12/28/2023	Scheels Minot	2,424.85
12/29/2023	12/28/2023	Blackstonelibrary.Com	34.94
12/29/2023	12/28/2023	Esri	1,790.00
12/29/2023	12/28/2023	Adobe *acropro Subs	21.49
12/29/2023	12/28/2023	Batteries Plus #0639	147.22
12/29/2023	12/28/2023	Minot Area Chamber	150.00
12/29/2023	12/28/2023	Amzn Mktp Us	13.98
12/29/2023	12/28/2023	Amzn Mktp Us	424.95
12/29/2023	12/28/2023	Amzn Mktp Us	109.98
12/29/2023	12/28/2023	Amzn Mktp Us	710.48
1/2/2024	12/28/2023	Butler Machinery Company	215.34
1/2/2024	12/28/2023	Napa Parts 0027632	218.05
1/2/2024	12/28/2023	The Home Depot #3703	9.96

1/2/2024	12/28/2023 Menards Minot Nd	202.32
1/2/2024	12/28/2023 Menards Minot Nd	27.50
1/2/2024	12/28/2023 Clareys Safety Equipment	1,564.75
1/2/2024	12/28/2023 Gaffaneys	51.25
1/2/2024	12/28/2023 Menards Minot Nd	925.78
1/2/2024	12/29/2023 Westlie Truck Center - Mi	518.12
1/2/2024	12/29/2023 Acme Tools Minot	(14.99)
1/2/2024	12/29/2023 Paypal	75.00
1/2/2024	12/29/2023 Minot Restaurant Supply	885.00
1/2/2024	12/29/2023 Srt Communications, Inc	671.21
1/2/2024	12/29/2023 Srt Communications, Inc	9,279.32
1/2/2024	12/29/2023 Srt Communications, Inc	958.56
1/2/2024	12/29/2023 Galls	66.42
1/2/2024	12/29/2023 Amzn Mktp Us	136.62
1/2/2024	12/29/2023 Amzn Mktp Us	20.44
1/2/2024	12/29/2023 Amzn Mktp Us	453.00
1/2/2024	12/29/2023 Amzn Mktp Us	9.48
1/2/2024	12/29/2023 Amzn Mktp Us	21.95
1/2/2024	12/29/2023 Amzn Mktp Us	15.99
1/2/2024	12/29/2023 Main Electric Constructn	402.00
1/2/2024	12/29/2023 Main Electric Constructn	1,614.51
1/2/2024	12/29/2023 Main Electric Constructn	500.00
1/2/2024	12/30/2023 Autopay/Dish Ntwk	202.10
1/2/2024	12/30/2023 Lawson Products	137.86
1/2/2024	12/30/2023 Oreilly 1537	46.69
1/2/2024	12/30/2023 Amzn Mktp Us	14.51
1/3/2024	1/1/2024 Ck Holiday # 06431	225.00
1/3/2024	1/2/2024 All American Trophies & S	31.00
1/3/2024	1/2/2024 State Bar North Dakota	20.00
1/3/2024	1/2/2024 Batteries Plus #0639	38.90
1/3/2024	1/2/2024 Amzn Mktp Us	71.69
1/3/2024	1/2/2024 Mp-*minot Afb Club	13.71
1/3/2024	1/2/2024 At&t Payment	193.76
1/3/2024	1/2/2024 Scheels Minot	74.94
1/3/2024	1/2/2024 Electric Pump- Inc.	5,197.78
1/3/2024	1/2/2024 Home Of Economy-#4	329.98
1/3/2024	1/2/2024 Dakota Supply Group - Bis	2,047.58
1/3/2024	1/2/2024 Core & Main - Nd002	161.54
1/3/2024	1/2/2024 Government Finance Offic	150.00
1/3/2024	1/2/2024 Amazon.Com*pa0wq6vz3	27.14
1/3/2024	1/2/2024 Amzn Mktp Us	28.52
1/3/2024	1/2/2024 Amzn Mktp Us	993.15
1/3/2024	1/2/2024 Amazon.Com*sr60m1r63	86.38
1/3/2024	1/2/2024 Amzn Mktp Us	14.36
1/3/2024	1/2/2024 Amzn Mktp Us	1,551.91
1/3/2024	1/3/2024 Dmi* Dell K-12/Govert	226.87
1/3/2024	1/3/2024 Dmi* Dell K-12/Govert	1,588.09

1/3/2024	1/3/2024 Dmi* Dell K-12/Govt	226.87
1/3/2024	1/3/2024 Dmi* Dell K-12/Govt	680.61
1/3/2024	1/3/2024 Amzn Mktp Us	58.84
1/4/2024	1/2/2024 Menards Minot Nd	35.16
1/4/2024	1/2/2024 Menards Minot Nd	108.78
1/4/2024	1/2/2024 The Home Depot #3703	23.94
1/4/2024	1/2/2024 Office Depot #1090	109.37
1/4/2024	1/2/2024 Menards Minot Nd	105.89
1/4/2024	1/2/2024 Menards Minot Nd	44.70
1/4/2024	1/2/2024 The Home Depot #3703	70.39
1/4/2024	1/2/2024 North Prairie Rural Wate	54.71
1/4/2024	1/2/2024 Main Electric Constructn	602.98
1/4/2024	1/2/2024 Rhi Supply Minot	44.85
1/4/2024	1/2/2024 Fedex788781948422	46.55
1/4/2024	1/2/2024 Apco International Inc	79.00
1/4/2024	1/2/2024 Nena	147.00
1/4/2024	1/2/2024 Network Fleet, Inc.	476.13
1/4/2024	1/3/2024 Www.Nchsoftware.Com	70.61
1/4/2024	1/3/2024	0.71
1/4/2024	1/3/2024 Grainger	749.46
1/4/2024	1/3/2024 Home Of Economy-#4	139.99
1/4/2024	1/3/2024 Northwest Tire #4 Minot T	13,048.68
1/4/2024	1/3/2024 Red Wing Shoe #739	200.00
1/4/2024	1/3/2024 Home Of Economy-#4	174.99
1/4/2024	1/3/2024 Priceln*united Airline	32.00
1/4/2024	1/3/2024 Home Of Economy-#4	174.99
1/4/2024	1/3/2024 Magic City Car Wash	350.00
1/4/2024	1/3/2024 Muus Lumber And Hardware-	29.46
1/4/2024	1/3/2024 Overhead Door Company Of	37.26
1/4/2024	1/3/2024 Www.Amazon* 114-583055	499.75
1/4/2024	1/3/2024 Macs Minot, Nd	113.32
1/4/2024	1/3/2024 Macs Minot, Nd	(46.36)
1/4/2024	1/3/2024 Vacuum & Sewing Center Of	119.95
1/4/2024	1/3/2024 In *preferred Controls In	797.50
1/4/2024	1/3/2024 Propper E-Commerce, Inc.	224.94
1/4/2024	1/3/2024 North Dakota State Uni	75.00
1/4/2024	1/3/2024 Home Of Economy-#4	329.98
1/4/2024	1/3/2024 Fedex	19.35
1/4/2024	1/3/2024 Amzn Mktp Us	1,785.79
1/4/2024	1/3/2024 Enerbase 09895657	171.11
1/4/2024	1/3/2024 Amzn Mktp Us	35.35
1/4/2024	1/3/2024 Amzn Mktp Us	56.86
1/4/2024	1/3/2024 Amzn Mktp Us	25.23
1/4/2024	1/3/2024 Amzn Mktp Us	29.95
1/4/2024	1/3/2024 Amzn Mktp Us	539.48
1/4/2024	1/3/2024 Amzn Mktp Us	56.94
1/4/2024	1/3/2024 Amzn Mktp Us	108.74

1/4/2024	1/3/2024 Nd Environmental Quali	1.25
1/4/2024	1/3/2024 Nd Dept Of Environment	50.00
1/4/2024	1/4/2024 Intl Code Council	600.00
1/4/2024	1/4/2024 Pitney Bowes Pi	82.98
1/5/2024	1/3/2024 Zoro Tools Inc	379.99
1/5/2024	1/3/2024 United	16.00
1/5/2024	1/3/2024 United	16.00
1/5/2024	1/3/2024 United	16.00
1/5/2024	1/3/2024 Iaai	853.00
1/5/2024	1/3/2024 United	558.23
1/5/2024	1/3/2024 United	16.00
1/5/2024	1/3/2024 Office Depot #1214	81.95
1/5/2024	1/3/2024 Menards Minot Nd	89.74
1/5/2024	1/3/2024 All Safe Industries	917.01
1/5/2024	1/3/2024 Rhi Supply Minot	272.25
1/5/2024	1/3/2024 Menards Minot Nd	79.52
1/5/2024	1/3/2024 Menards Minot Nd	36.99
1/5/2024	1/4/2024 Aed.Us_coro Medical	416.03
1/5/2024	1/4/2024 Apple.Com/Bill	5.36
1/5/2024	1/4/2024 Planet Hollywd Adv Depo	163.27
1/5/2024	1/4/2024 Dakota Fluid Power, Inc.	115.23
1/5/2024	1/4/2024 Paypal	1,081.50
1/5/2024	1/4/2024 The Ups Store 1423	81.00
1/5/2024	1/4/2024 Schocks Safe And Lock Se	260.00
1/5/2024	1/4/2024 Column Public Notice	283.14
1/5/2024	1/4/2024 Tlo Transunion	160.80
1/5/2024	1/4/2024 Harbor Freight Tools3246	69.99
1/5/2024	1/4/2024 Red Wing Shoe #739	200.00
1/5/2024	1/4/2024 Red Wing Shoe #739	200.00
1/5/2024	1/4/2024 Column Public Notice	84.24
1/5/2024	1/4/2024 Lowes Printing	198.45
1/5/2024	1/4/2024 Amzn Mktp Us	57.74
1/5/2024	1/4/2024 Community Transportation	775.00
1/5/2024	1/4/2024 Cdl School Online	89.00
1/5/2024	1/4/2024 American Association O	1,670.00
1/5/2024	1/4/2024 Amzn Mktp Us	23.04
1/5/2024	1/5/2024 Intl Code Council	750.00
1/5/2024	1/5/2024 Dmi* Dell K-12/Govt	453.74
1/5/2024	1/5/2024 Dmi* Dell K-12/Govt	5,220.00
1/5/2024	1/5/2024 Amzn Mktp Us	120.14
1/8/2024	1/4/2024 Allegnt Air,i7j	342.60
1/8/2024	1/4/2024 Officemax/Depot 6513	44.27
1/8/2024	1/4/2024 Officemax/Depot 6513	135.94
1/8/2024	1/4/2024 Menards Minot Nd	271.73
1/8/2024	1/4/2024 The Home Depot #3703	(79.00)
1/8/2024	1/4/2024 Rhi Supply Minot	(272.25)
1/8/2024	1/4/2024 Rhi Supply Minot	264.44

1/8/2024	1/4/2024 West Oaks Animal Hospital	3,602.38
1/8/2024	1/4/2024 Rhi Supply Minot	44.85
1/8/2024	1/5/2024 Enerbase 09895632	26.88
1/8/2024	1/5/2024 Adobe *acopro Subs	21.49
1/8/2024	1/5/2024 Sq *florida Hazardous Mat	225.00
1/8/2024	1/5/2024 Prairie Supply Inc	130.00
1/8/2024	1/5/2024 Carquest Auto	89.97
1/8/2024	1/5/2024 Orleans Hotel & Casino	58.76
1/8/2024	1/5/2024 Delta Air	30.00
1/8/2024	1/5/2024 Delta Air	30.00
1/8/2024	1/5/2024 Power Process Equip 3611	1,302.60
1/8/2024	1/5/2024 Menards Minot Nd	13.68
1/8/2024	1/5/2024 Menards Minot Nd	39.84
1/8/2024	1/5/2024 Nd Dept Of Environment	50.00
1/8/2024	1/5/2024 Nd Environmental Quali	1.25
1/8/2024	1/5/2024 Tractor-Supply-Co #0130	36.38
1/8/2024	1/5/2024 Nd Dept Of Environment	50.00
1/8/2024	1/5/2024 Nd Environmental Quali	1.25
1/8/2024	1/5/2024 Menards Minot Nd	85.96
1/8/2024	1/5/2024 Sp Sweepscrub.Com	109.84
1/8/2024	1/5/2024 Menards Minot Nd	169.78
1/8/2024	1/5/2024 Petco.Com 6989	44.06
1/8/2024	1/5/2024 Paypal	55.00
1/8/2024	1/5/2024 Hach Company	130.05
1/8/2024	1/5/2024 Home Of Economy-#4	139.99
1/8/2024	1/5/2024 Bismarck Mandan Chamber E	450.00
1/8/2024	1/5/2024 Galls	207.39
1/8/2024	1/5/2024 Rhi Supply Minot	239.25
1/8/2024	1/5/2024 Fastenal Company 01ndmin	77.49
1/8/2024	1/5/2024 Escapepointnd.Com	58.00
1/8/2024	1/5/2024 Fastenal Company 01ndmin	31.21
1/8/2024	1/5/2024 Fedex	78.59
1/8/2024	1/5/2024 Fedex788932659304	11.45
1/8/2024	1/5/2024 Information System	10,216.00
1/8/2024	1/5/2024 Amzn Mktp Us	1,455.03
1/8/2024	1/5/2024 Amzn Mktp Us	16.97
1/8/2024	1/5/2024 Amzn Mktp Us	55.30
1/8/2024	1/5/2024 Amzn Mktp Us	22.61
1/8/2024	1/5/2024 Amzn Mktp Us	28.69
1/8/2024	1/6/2024 National Registry Emt	25.00
1/8/2024	1/6/2024 North Dakota Library A	35.00
1/8/2024	1/6/2024 Blackstonelibrary.Com	73.90
1/8/2024	1/6/2024 Dmi* Dell K-12/Govt	453.74
1/8/2024	1/7/2024 Costco Whse#1380	148.69
1/9/2024	1/7/2024 Menards Minot Nd	19.92
1/9/2024	1/8/2024 All American Trophies & S	22.00
1/9/2024	1/8/2024 Maritz At&l* Ala	552.00

1/9/2024	1/8/2024 Delta Air	611.20
1/9/2024	1/8/2024 Cenex Harleys 09896960	260.00
1/9/2024	1/8/2024 Spi*direct Service	147.99
1/9/2024	1/8/2024 Spi*direct Service	157.98
1/9/2024	1/8/2024 Amzn Mktp Us	44.99
1/9/2024	1/8/2024 Linde Gas & Equipment Inc	47.56
1/9/2024	1/8/2024 Alien Gear Holsters	60.57
1/9/2024	1/8/2024 Vistaprint Corporate Solu	56.24
1/9/2024	1/8/2024 Amzn Mktp Us	16.60
1/9/2024	1/9/2024 Kaminsky,sullenberger	400.00
1/9/2024	1/9/2024 Allianz Travel Ins	41.26
1/9/2024	1/9/2024 Intl Code Council	1,000.00
1/9/2024	1/9/2024 Amzn Mktp Us	83.70
1/10/2024	12/19/2023 Zoro Tools Inc	881.30
1/10/2024	1/8/2024 Ha Thompson & Sons	1,520.00
1/10/2024	1/8/2024 Iacp	475.00
1/10/2024	1/8/2024 Demco Inc	946.40
1/10/2024	1/8/2024 Awg 2557	519.75
1/10/2024	1/8/2024 Eggers Electric Motor	150.44
1/10/2024	1/8/2024 Napa Parts 0027632	49.50
1/10/2024	1/8/2024 Minaf Outdoor Rec	250.00
1/10/2024	1/8/2024 West Oaks Animal Hospital	25.00
1/10/2024	1/8/2024 North Prairie Rural Wate	119.46
1/10/2024	1/8/2024 Carquest Auto	199.16
1/10/2024	1/8/2024 Allegnt Air,dnq	445.00
1/10/2024	1/8/2024 Fedex789043180132	11.45
1/10/2024	1/8/2024 Softchoice Corporation	291.51
1/10/2024	1/9/2024 Tractor-Supply-Co #0130	89.99
1/10/2024	1/9/2024 Verizonwrlss	212.45
1/10/2024	1/9/2024 Office Furniture Resou	285.00
1/10/2024	1/9/2024 470 Auto Value - Minot	419.70
1/10/2024	1/9/2024 Bestbuycom806903113831	549.99
1/10/2024	1/9/2024 Delta Air	995.20
1/10/2024	1/9/2024 Calendly	126.18
1/10/2024	1/9/2024 Delta Air	995.20
1/10/2024	1/9/2024 Sp Firestationfurnit	5,099.93
1/10/2024	1/9/2024 Www.lafc.Org	240.00
1/10/2024	1/9/2024 Delta Air	995.20
1/10/2024	1/9/2024 Border States Industries	2,350.55
1/10/2024	1/9/2024 Delta Air	995.20
1/10/2024	1/9/2024 Delta Air	995.20
1/10/2024	1/9/2024 Walmart.Com	26.48
1/10/2024	1/9/2024 Enerbase 09895657	89.74
1/10/2024	1/9/2024 Enerbase 09895632	103.38
1/10/2024	1/9/2024 Walmart.Com	21.68
1/10/2024	1/9/2024 Amazon.Com*tk2gt3uh2	129.99
1/10/2024	1/9/2024 Harbor Freight Tools3246	343.93

1/10/2024	1/9/2024 Orleans Hotel & Casino	126.11
1/10/2024	1/9/2024 Core & Main - Nd002	2,011.28
1/10/2024	1/9/2024 Acme Tools Minot	226.52
1/10/2024	1/9/2024 Cdl School Online	89.00
1/10/2024	1/9/2024 Schocks Safe And Lock Se	25.14
1/10/2024	1/9/2024 Home Of Economy-#4	189.95
1/10/2024	1/9/2024 Schocks Safe And Lock Se	6.50
1/10/2024	1/9/2024 CdW Govt #nx08054	99.45
1/10/2024	1/9/2024 World Trade Press Llc	548.65
1/10/2024	1/9/2024 Ssp*lewisclarktrailherit	65.00
1/10/2024	1/10/2024 Dmi* Dell K-12/Govt	1,321.50
1/10/2024	1/10/2024 Dmi* Dell K-12/Govt	1,167.91
1/10/2024	1/10/2024 Dmi* Dell K-12/Govt	1,321.50
1/10/2024	1/10/2024 Dmi* Dell K-12/Govt	1,245.09
1/10/2024	1/10/2024 Dmi* Dell K-12/Govt	680.61
1/11/2024	1/9/2024 Bound Tree Medical Llc	336.62
1/11/2024	1/9/2024 Iacp	475.00
1/11/2024	1/9/2024 Fire Safety Usa Inc	112.00
1/11/2024	1/9/2024 Nj Criminal	225.00
1/11/2024	1/9/2024 Iacp	475.00
1/11/2024	1/9/2024 Rhi Supply Minot	144.00
1/11/2024	1/9/2024 Menards Minot Nd	5.96
1/11/2024	1/9/2024 Menards Minot Nd	7.64
1/11/2024	1/9/2024 Shell Oil10083966019	26.51
1/11/2024	1/9/2024 Iacp	475.00
1/11/2024	1/9/2024 Iacp	475.00
1/11/2024	1/9/2024 Marketplace Foods S	335.16
1/11/2024	1/9/2024 Rhi Supply Minot	289.88
1/11/2024	1/10/2024 Enerbase 09895632	941.05
1/11/2024	1/10/2024 Planet Pizza	51.75
1/11/2024	1/10/2024 Acme Tools Minot	91.99
1/11/2024	1/10/2024 Acme Tools Minot	91.99
1/11/2024	1/10/2024 Uofl Spi	850.00
1/11/2024	1/10/2024 Amzn Mktp Us	19.26
1/11/2024	1/10/2024 Hulu 877-8244858 Ca	86.98
1/11/2024	1/10/2024 Amazon.Com*tk6d27uq1	217.47
1/11/2024	1/10/2024 The Ups Store 1423	283.83
1/11/2024	1/10/2024 Home Of Economy-#4	11.99
1/11/2024	1/10/2024 Amzn Mktp Us	39.79
1/11/2024	1/10/2024 Www Costco Com	77.43
1/11/2024	1/10/2024 Home Of Economy-#4	152.91
1/11/2024	1/10/2024 Amzn Mktp Us	33.97
1/11/2024	1/10/2024 At&t Payment	439.71
1/11/2024	1/10/2024 At&t Payment	305.82
1/11/2024	1/10/2024 Information Today	589.00
1/11/2024	1/10/2024 Delta Air	875.20
1/11/2024	1/10/2024 Allianz Travel Ins	61.26

1/11/2024	1/10/2024 Galls	75.48
1/11/2024	1/10/2024 Wm Supercenter #1636	378.00
1/11/2024	1/10/2024 Amzn Mktp Us	24.99
1/11/2024	1/11/2024 Dmi* Dell K-12/Govt	4,957.52
1/12/2024	1/10/2024 Officemax/Depot 6513	255.48
1/12/2024	1/10/2024 Dmv Arrowhead Shopping C	47.00
1/12/2024	1/10/2024 Menards Minot Nd	33.97
1/12/2024	1/10/2024 Bound Tree Medical Llc	144.59
1/12/2024	1/10/2024 Bound Tree Medical Llc	86.37
1/12/2024	1/10/2024 United	605.20
1/12/2024	1/10/2024 Menards Minot Nd	48.09
1/12/2024	1/10/2024 Menards Minot Nd	82.14
1/12/2024	1/11/2024 Harbor Freight Tools3246	24.48
1/12/2024	1/11/2024 Acme Tools Minot	(91.99)
1/12/2024	1/11/2024 Kfyr	1,621.00
1/12/2024	1/11/2024 Sq *the Putt District	50.00
1/12/2024	1/11/2024 Sq *the Bark Porch Inc	84.00
1/12/2024	1/11/2024 Scheels Minot	50.00
1/12/2024	1/11/2024 Acme Tools Minot	13.77
1/12/2024	1/11/2024 Hach Company	67.89
1/12/2024	1/11/2024 Muus Lumber And Hardware-	1,155.74
1/12/2024	1/11/2024 Hon*analytics Inc.	1,155.00
1/12/2024	1/11/2024 B&h Photo 800-606-6969	419.76
1/12/2024	1/11/2024 Amzn Mktp Us	31.98
1/12/2024	1/11/2024 Macs Minot, Nd	22.99
1/12/2024	1/11/2024 Municipay*service Fee	1.50
1/12/2024	1/11/2024 Ndrin *nd Recrds Copy	30.00
1/12/2024	1/11/2024 Column Public Notice	285.48
1/12/2024	1/11/2024 Column Public Notice	285.48
1/12/2024	1/11/2024 Column Public Notice	18.72
1/12/2024	1/11/2024 Tritech Forensics	20.07
1/12/2024	1/11/2024 Sigma Aldrich Us	115.11
1/12/2024	1/11/2024 Amzn Mktp Us	14.23
1/12/2024	1/11/2024 Acme Tools Minot	2,225.97
1/12/2024	1/11/2024 Sq *xgolf Minot- Square1	50.00
1/12/2024	1/11/2024 Main Electric Constructn	2,533.42
1/12/2024	1/11/2024 At&t Payment	1,036.99
1/12/2024	1/11/2024 Batteries Plus #0639	77.80
1/12/2024	1/11/2024 Home Of Economy-#4	119.96
1/12/2024	1/11/2024 Amzn Mktp Us	17.95
1/12/2024	1/11/2024 Amzn Mktp Us	14.69
1/12/2024	1/12/2024 Intl Code Council	600.00
1/12/2024	1/12/2024 Amzn Mktp Us	(57.74)
1/12/2024	1/12/2024 Amzn Mktp Us	(40.49)
1/15/2024	1/11/2024 Menards Minot Nd	230.03
1/15/2024	1/11/2024 Delta Air	30.00
1/15/2024	1/11/2024 Napa Parts 0027632	173.63

1/15/2024	1/11/2024 The Home Depot #3703	20.87
1/15/2024	1/11/2024 Menards Minot Nd	40.78
1/15/2024	1/11/2024 Menards Minot Nd	(25.48)
1/15/2024	1/11/2024 Menards Minot Nd	75.67
1/15/2024	1/11/2024 Officemax/Depot 6513	60.35
1/15/2024	1/11/2024 United	534.20
1/15/2024	1/11/2024 Softchoice Corporation	46.47
1/15/2024	1/12/2024 Carquest Auto	60.06
1/15/2024	1/12/2024 Magic City Garage Door	161.50
1/15/2024	1/12/2024 Menards Minot Nd	1,437.99
1/15/2024	1/12/2024 Boot Barn #119	179.99
1/15/2024	1/12/2024 Boot Barn #119	174.99
1/15/2024	1/12/2024 Red Wing Shoe #739	200.00
1/15/2024	1/12/2024 Amz*monoprice	188.90
1/15/2024	1/12/2024 Morrison-Clark Inn	1,592.46
1/15/2024	1/12/2024 Officemax/Depot 6513	110.14
1/15/2024	1/12/2024 Amzn Mktp Us	49.99
1/15/2024	1/12/2024 Boot Barn #119	179.99
1/15/2024	1/12/2024 Napa Parts 0027632	(12.87)
1/15/2024	1/12/2024 Amazon.Com*rt98w4wp0	48.62
1/15/2024	1/12/2024 Boot Barn #119	184.99
1/15/2024	1/12/2024 Boot Barn #119	184.99
1/15/2024	1/12/2024 Amzn Mktp Us	57.00
1/15/2024	1/12/2024 Grainger	118.30
1/15/2024	1/12/2024 Prairie Supply Inc	409.50
1/15/2024	1/12/2024 Llrm	150.00
1/15/2024	1/12/2024 Llrm	150.00
1/15/2024	1/12/2024 Tfs*fishersci Ecom Hus	28.95
1/15/2024	1/12/2024 Menards Minot Nd	68.68
1/15/2024	1/12/2024 Rdoce Min 020107	330.23
1/15/2024	1/12/2024 Core & Main - Nd002	600.00
1/15/2024	1/12/2024 Menards Minot Nd	50.97
1/15/2024	1/12/2024 Delta Air	732.20
1/15/2024	1/12/2024 Amzn Mktp Us	48.58
1/15/2024	1/12/2024 National Registry Emt	25.00
1/15/2024	1/12/2024 Amzn Mktp Us	29.99
1/15/2024	1/12/2024 Amzn Mktp Us	15.99
1/15/2024	1/12/2024 Amzn Mktp Us	103.49
1/15/2024	1/13/2024 Vzwrllss*apocc Visb	40.01
1/15/2024	1/13/2024 Tfs*fishersci Ecom Hus	51.16
1/15/2024	1/13/2024 Galls	86.90
1/15/2024	1/13/2024 Amzn Mktp Us	36.98
1/15/2024	1/13/2024 Amzn Mktp Us	145.73
1/15/2024	1/13/2024 Vzwrllss*apocc Visb	3,358.78
1/15/2024	1/13/2024 Dmi* Dell K-12/Govt	2,335.82
1/15/2024	1/13/2024 Dmi* Dell K-12/Govt	3,503.73
1/15/2024	1/13/2024 Dmi* Dell K-12/Govt	2,335.82

1/15/2024	1/13/2024 Canon Direct	1,208.60
1/15/2024	1/13/2024 Scheels Minot	390.89
1/15/2024	1/14/2024 Zoom.Us 888-799-9666	15.99
1/15/2024	1/14/2024 Amzn Mktp Us	26.45
1/15/2024	1/14/2024 Amzn Mktp Us	14.57
1/15/2024	1/15/2024 Adobe *stock	29.99
1/15/2024	1/15/2024 Amazon.Com*rt9ix0vu1	49.99
1/16/2024	1/15/2024 Delta Air	30.00
1/16/2024	1/15/2024 Walmart.Com	400.99
1/16/2024	1/15/2024 Vzwrlss*apocc Visb	440.21
1/16/2024	1/15/2024 Amzn Mktp Us	54.99
1/16/2024	1/15/2024 Amzn Mktp Us	17.08
1/16/2024	1/16/2024 Dmi* Dell K-12/Govt	4,547.66
1/17/2024	1/15/2024 The Starving R12800025	39.00
1/17/2024	1/15/2024 Menards Minot Nd	75.99
1/17/2024	1/15/2024 Menards Minot Nd	81.69
1/17/2024	1/16/2024 Batteries Plus #0639	15.26
1/17/2024	1/16/2024 Ndspls* 2023 Ndspl	450.50
1/17/2024	1/16/2024 In *dakota Fire Extinguis	111.25
1/17/2024	1/16/2024 Tfs*fishersci Ecom Hus	100.96
1/17/2024	1/16/2024 Acme Tools Minot	463.99
1/17/2024	1/16/2024 Galls	69.16
1/17/2024	1/16/2024 Dxp Enterprises	28.52
1/17/2024	1/16/2024 In *dakota Fire Extinguis	734.92
1/17/2024	1/16/2024 Red Wing Shoe #739	200.00
1/17/2024	1/16/2024 Red Wing Shoe #739	200.00
1/17/2024	1/16/2024 Eb 2024 Nddeqndwpcc	23.18
1/17/2024	1/16/2024 Animal Care Equipment &	526.11
1/17/2024	1/16/2024 Quadient Leasing Usa P	1,279.23
1/17/2024	1/16/2024 Amzn Mktp Us	19.69
1/17/2024	1/16/2024 Amzn Mktp Us	145.99
1/17/2024	1/17/2024 Intl Code Council	600.00
1/17/2024	1/17/2024 Amzn Mktp Us	99.00
1/18/2024	1/16/2024 Daytona Grande Hotel	1,207.00
1/18/2024	1/16/2024 Napa Parts 0027632	17.99
1/18/2024	1/16/2024 Apco International Inc	972.00
1/18/2024	1/17/2024 Charlies Main Street Caf	50.46
1/18/2024	1/17/2024 Vzwrlss*apocc Visb	337.44
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	1,593.00
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	1,745.00
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	2,763.00
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	1,004.00
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	1,514.00
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	4,009.00
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	3,261.00
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	2,410.00
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	1,116.00

1/18/2024	1/17/2024 Fema Nfip Flood Insurance	3,407.00
1/18/2024	1/17/2024 Fema Nfip Flood Insurance	2,105.00
1/18/2024	1/17/2024 At&t Payment	91.88
1/18/2024	1/17/2024 Firepenny	2,783.62
1/18/2024	1/17/2024 Tractor-Supply-Co #0130	23.47
1/18/2024	1/17/2024 Minot Restaurant Supply	63.50
1/18/2024	1/17/2024 Macs Minot, Nd	87.83
1/18/2024	1/17/2024 General Trading Company	110.86
1/18/2024	1/17/2024 Nd Safety Council	320.00
1/18/2024	1/17/2024 Nd Environmental Quali	1.25
1/18/2024	1/17/2024 Nd Dept Of Environment	50.00
1/18/2024	1/17/2024 North Country Sports	12.00
1/18/2024	1/17/2024 North Country Sports	24.00
1/18/2024	1/17/2024 North Country Sports	36.00
1/18/2024	1/17/2024 Home Of Economy-#4	199.99
1/18/2024	1/17/2024 Amzn Mktp Us	66.74
1/18/2024	1/17/2024 Amazon.Com*r882a9fe2	49.99
1/18/2024	1/17/2024 Baker-Taylor	49.58
1/18/2024	1/17/2024 Pb Leasing	243.93
1/18/2024	1/17/2024 Baker-Taylor	314.05
1/18/2024	1/17/2024 Amazon.Com*r89zb5dr0	15.00
1/18/2024	1/17/2024 Amzn Mktp Us	59.98
1/18/2024	1/18/2024 Amzn Mktp Us	22.99
1/18/2024	1/18/2024 Dmi*Dell K-12/Govt	3,964.50
1/19/2024	1/17/2024 Menards Minot Nd	124.79
1/19/2024	1/17/2024 Carquest Auto	142.92
1/19/2024	1/17/2024 Cenex Tri Ener09909771	33.78
1/19/2024	1/17/2024 Homedepot.Com	30.51
1/19/2024	1/17/2024 Menards Minot Nd	140.57
1/19/2024	1/18/2024 Lowes Printing	236.35
1/19/2024	1/18/2024 Amazon.Com*r86y15ie0	359.99
1/19/2024	1/18/2024 Amazon.Com*r862d0z12	76.40
1/19/2024	1/18/2024 Fema Nfip Flood Insurance	1,219.00
1/19/2024	1/18/2024 Fema Nfip Flood Insurance	874.00
1/19/2024	1/18/2024 Fema Nfip Flood Insurance	716.00
1/19/2024	1/18/2024 Fema Nfip Flood Insurance	974.00
1/19/2024	1/18/2024 Fema Nfip Flood Insurance	1,089.00
1/19/2024	1/18/2024 Fema Nfip Flood Insurance	646.00
1/19/2024	1/18/2024 Fema Nfip Flood Insurance	926.00
1/19/2024	1/18/2024 Fema Nfip Flood Insurance	1,522.00
1/19/2024	1/18/2024 Acme Tools Minot	24.08
1/19/2024	1/18/2024 Delta Air	30.00
1/19/2024	1/18/2024 Acme Tools Minot	3.91
1/19/2024	1/18/2024 Batteries Plus #0639	63.36
1/19/2024	1/18/2024 Schocks Safe And Lock Se	19.50
1/19/2024	1/18/2024 Verizonwrlss	71.81
1/19/2024	1/18/2024 Column Public Notice	478.92

1/19/2024	1/18/2024 Acme Tools Minot	149.95
1/19/2024	1/18/2024 Column Public Notice	85.80
1/19/2024	1/18/2024 Mn Vly Testing Labs	7,039.00
1/19/2024	1/18/2024 Arrowhead Ace	54.99
1/19/2024	1/18/2024 Sigma Aldrich Us	68.37
1/19/2024	1/18/2024 Overdrive Dist	352.10
1/19/2024	1/18/2024 Overdrive Dist	1,477.13
1/19/2024	1/18/2024 Amazon Ret* Employee R	54.40
1/19/2024	1/18/2024 Macs Minot, Nd	129.44
1/19/2024	1/18/2024 Amzn Mktp Us	227.94
1/19/2024	1/18/2024 Animal Care Equipment &	(53.20)
1/19/2024	1/18/2024 Column Public Notice	85.80
1/19/2024	1/18/2024 Delta Air	476.20
1/19/2024	1/18/2024 American Planning A	830.00
1/19/2024	1/18/2024 Orleans Hotel & Casino	58.76
1/19/2024	1/18/2024 Orleans Hotel & Casino	(126.11)
1/19/2024	1/18/2024 Market Shar	64.23
1/19/2024	1/18/2024 Market Shar	263.60
1/19/2024	1/18/2024 Continental Metal Product	287.00
1/19/2024	1/18/2024 Acme Tools Minot	69.94
1/19/2024	1/18/2024 Harbor Freight Tools3246	124.95
1/19/2024	1/18/2024 Home Of Economy-#4	164.97
1/19/2024	1/18/2024 Amzn Mktp Us	49.94
1/19/2024	1/18/2024 Amazon Ret* 113-466116	27.98
1/19/2024	1/18/2024 Amzn Mktp Us	624.10
1/19/2024	1/18/2024 Amzn Mktp Us	380.14
1/19/2024	1/19/2024 North Dakota Aviation	40.00
1/22/2024	10/4/2023 Dispute-Hotel Dossier F&b	(27.00)
1/22/2024	1/18/2024 Napa Parts 0027632	162.10
1/22/2024	1/18/2024 M&h #25	8.13
1/22/2024	1/18/2024 The Home Depot 3703	317.20
1/22/2024	1/18/2024 Napa Parts 0027632	31.49
1/22/2024	1/18/2024 Menards Minot Nd	34.55
1/22/2024	1/18/2024 Holiday Inn Express Hote	217.40
1/22/2024	1/18/2024 Napa Parts 0027632	106.66
1/22/2024	1/19/2024 Menards Minot Nd	16.98
1/22/2024	1/19/2024 Delta Air	30.00
1/22/2024	1/19/2024 Budget Rent A Car	438.74
1/22/2024	1/19/2024 National Registry Emt	25.00
1/22/2024	1/19/2024 Rdoce Min 020107	187.90
1/22/2024	1/19/2024 West Oaks Animal Hospital	314.66
1/22/2024	1/19/2024 Amzn Mktp Us	91.82
1/22/2024	1/19/2024 Cenex Max Farm09885773	32.16
1/22/2024	1/19/2024 Core & Main - Nd002	13,896.00
1/22/2024	1/19/2024 Holiday Stations 0446	31.23
1/22/2024	1/19/2024 Schocks Safe And Lock Se	105.50
1/22/2024	1/19/2024 Menards Minot Nd	9.19

1/22/2024	1/19/2024 Amzn Mktp Us	49.79
1/22/2024	1/19/2024 Amzn Mktp Us	71.95
1/22/2024	1/20/2024 Home Of Economy-#4	51.98
1/22/2024	1/20/2024 Walmart.Com	59.66
1/22/2024	1/20/2024 Nd Ems Association	190.00
1/22/2024	1/20/2024 Amzn Mktp Us	675.58
1/22/2024	1/21/2024 Nd Dept Of Environment	50.00
1/22/2024	1/21/2024 Nd Environmental Quali	1.25
1/22/2024	1/21/2024 One9 1224	26.96
1/22/2024	1/21/2024 Sq *national Tactical Off	450.00
1/22/2024	1/21/2024 Sams Club #4933	111.14
1/22/2024	1/21/2024 Nd Secretary Of State	36.00
1/22/2024	1/21/2024 Amzn Mktp Us	179.99
1/22/2024	1/21/2024 Marketplace Foods	62.97
1/23/2024	1/21/2024 Hampton Inns	167.00
1/23/2024	1/21/2024 Hampton Inns	167.00
1/23/2024	1/21/2024 Cenex Enerbase09907452	15.21
1/23/2024	1/22/2024 Etsy, Inc.	70.19
1/23/2024	1/22/2024 Adobe Inc.	21.49
1/23/2024	1/22/2024 Amzn Mktp Us	29.11
1/23/2024	1/22/2024 4imprint, Inc	3,980.79
1/23/2024	1/22/2024 Att	275.64
1/23/2024	1/22/2024 Minot Area Chamber	150.00
1/23/2024	1/22/2024 Att	50.96
1/23/2024	1/22/2024 Schocks Safe And Lock Se	24.95
1/23/2024	1/22/2024 At&t Payment	193.82
1/23/2024	1/22/2024 Northeast K9 Condition	97.00
1/23/2024	1/22/2024 Target 00000851	66.63
1/23/2024	1/22/2024 Allianz Travel Ins	48.80
1/23/2024	1/22/2024 Tyler User Conference	1,199.00
1/23/2024	1/22/2024 Delta Air	857.20
1/23/2024	1/22/2024 Delta Air	29.99
1/23/2024	1/22/2024 Core & Main - Nd002	187.36
1/23/2024	1/22/2024 Ferguson Entprs 3094	385.58
1/23/2024	1/22/2024 North Country Sports	18.50
1/23/2024	1/22/2024 Hawthorn Suites By Wyndha	106.24
1/23/2024	1/22/2024 North Country Sports	104.00
1/23/2024	1/22/2024 Macs Minot, Nd	125.98
1/23/2024	1/22/2024 At&t Payment	407.76
1/23/2024	1/22/2024 Delta Air	29.99
1/23/2024	1/22/2024 Delta Air	857.20
1/23/2024	1/22/2024 Allianz Travel Ins	48.80
1/23/2024	1/22/2024 Tyler User Conference	1,199.00
1/23/2024	1/22/2024 At&t Payment	450.44
1/23/2024	1/23/2024 Amzn Mktp Us	273.82
1/23/2024	1/23/2024 Amzn Mktp Us	62.18
1/23/2024	1/23/2024 Nd Wsi	350.00

1/23/2024	1/23/2024 Dmi* Dell K-12/Govt	5,011.27
1/23/2024	1/23/2024 Dmi* Dell K-12/Govt	3,870.22
1/24/2024	1/22/2024 Jimmy Johns - 1208 - E	63.13
1/24/2024	1/22/2024 Officemax/Depot 6513	7.75
1/24/2024	1/22/2024 The Home Depot #3703	119.76
1/24/2024	1/22/2024 American Association O	275.00
1/24/2024	1/22/2024 Menards Minot Nd	30.98
1/24/2024	1/22/2024 Paypal	150.00
1/24/2024	1/22/2024 Paypal	150.00
1/24/2024	1/22/2024 Rhi Supply Minot	38.27
1/24/2024	1/22/2024 Rhi Supply Minot	47.85
1/24/2024	1/22/2024 Menards Minot Nd	6.98
1/24/2024	1/22/2024 Wm Supercenter #1636	(378.00)
1/24/2024	1/22/2024 Menards Minot Nd	49.97
1/24/2024	1/23/2024 Acme Tools Minot	89.97
1/24/2024	1/23/2024 Atssa-Expo	195.00
1/24/2024	1/23/2024 Tyler User Conference	2,398.00
1/24/2024	1/23/2024 Tmg Business Services	209.25
1/24/2024	1/23/2024 Fire Safety Usa Inc	300.00
1/24/2024	1/23/2024 Fire Safety Usa Inc	2,799.00
1/24/2024	1/23/2024 Fire Safety Usa Inc	297.00
1/24/2024	1/23/2024 Muus Lumber And Hardware-	17.99
1/24/2024	1/23/2024 Column Public Notice	33.54
1/24/2024	1/23/2024 Sp Tonies Us	1,711.54
1/24/2024	1/23/2024 Harbor Freight Tools3246	57.96
1/24/2024	1/23/2024 Grainger	301.56
1/24/2024	1/23/2024 Amzn Mktp Us	1,304.24
1/24/2024	1/23/2024 Macs Minot, Nd	164.50
1/24/2024	1/23/2024 Pp*sabrina&apos S Creatio	20.00
1/24/2024	1/23/2024 Amazon.Com*r01ll8500	87.52
1/24/2024	1/23/2024 Atssa-Expo	195.00
1/24/2024	1/23/2024 Vistaprint Corporate Solu	320.56
1/24/2024	1/23/2024 Atssa-Expo	195.00
1/24/2024	1/23/2024 Amzn Mktp Us	33.26
1/25/2024	1/22/2024 Delta Air	527.20
1/25/2024	1/23/2024 Officemax/Depot 6513	158.83
1/25/2024	1/23/2024 Officemax/Depot 6513	20.37
1/25/2024	1/23/2024 Arco Luckys	27.30
1/25/2024	1/23/2024 Carquest Auto	146.71
1/25/2024	1/23/2024 Prairie Supply Inc	343.57
1/25/2024	1/23/2024 Menards Minot Nd	42.99
1/25/2024	1/24/2024 North Dakota State Uni	75.00
1/25/2024	1/24/2024 Amzn Mktp Us	49.99
1/25/2024	1/24/2024 Amzn Mktp Us	45.80
1/25/2024	1/24/2024 Misu-Nelnet	352.10
1/25/2024	1/24/2024 Schocks Safe And Lock Se	37.99
1/25/2024	1/24/2024 Grainger	45.00

1/25/2024	1/24/2024 Column Public Notice	17.94
1/25/2024	1/24/2024 Amzn Mktp Us	143.60
1/25/2024	1/24/2024 Linde Gas & Equipment Inc	54.86
1/25/2024	1/24/2024 North Country Sports	24.00
1/25/2024	1/24/2024 Acme Tools Minot	191.97
1/25/2024	1/24/2024 Ferguson Entprs 3094	315.08
1/25/2024	1/24/2024 In *g & P Commercial Sale	331.39
1/25/2024	1/24/2024 Macs Minot, Nd	63.70
1/25/2024	1/24/2024 Acme Tools Minot	178.20
1/25/2024	1/24/2024 Acme Tools Minot	265.99
1/25/2024	1/24/2024 Acme Tools Minot	171.88
1/25/2024	1/24/2024 Acme Tools Minot	4,507.00
1/25/2024	1/24/2024 Galls	87.41
1/25/2024	1/24/2024 Dive Right In Scuba Inc	2,522.00
1/25/2024	1/24/2024 Galls	57.98
1/25/2024	1/24/2024 Home Of Economy-#4	(44.98)
1/25/2024	1/24/2024 Staples Inc	29.38
1/25/2024	1/24/2024 Amzn Mktp Us	146.93
1/26/2024	1/24/2024 Carquest Auto	233.08
1/26/2024	1/24/2024 Officemax/Depot 6513	59.66
1/26/2024	1/24/2024 The Home Depot #3703	149.40
1/26/2024	1/24/2024 Napa Parts 0027632	70.99
1/26/2024	1/25/2024 Law Enforcement Seminars	425.00
1/26/2024	1/25/2024 Amzn Mktp Us	15.99
1/26/2024	1/25/2024 Hebron Brick - Minot	11.75
1/26/2024	1/25/2024 Spi*direct Service	157.98
1/26/2024	1/25/2024 Att	2,067.52
1/26/2024	1/25/2024 Efile/Formstax	19.00
1/26/2024	1/25/2024 Amzn Mktp Us	15.98
1/26/2024	1/25/2024 Iimc	225.00
1/26/2024	1/25/2024 Amzn Mktp Us	29.45
1/26/2024	1/25/2024 Dacotah Paper Co	2,438.31
1/26/2024	1/25/2024 Dakota Supply Group - Ws	49.62
1/26/2024	1/25/2024 Att	391.80
1/26/2024	1/25/2024 Muus Lumber And Hardware-	35.00
1/26/2024	1/25/2024 Att	183.76
1/26/2024	1/25/2024 Amzn Mktp Us	134.35
1/26/2024	1/25/2024 Amzn Mktp Us	10.07
1/26/2024	1/25/2024 Amzn Mktp Us	29.97
1/26/2024	1/25/2024 Intl Code Council Inc	473.00
1/29/2024	1/25/2024 Menards Minot Nd	242.95
1/29/2024	1/25/2024 Holiday Inn Express Hote	316.35
1/29/2024	1/25/2024 Officemax/Depot 6869	59.67
1/29/2024	1/25/2024 Office Depot #1090	33.88
1/29/2024	1/25/2024 Menards Minot Nd	30.34
1/29/2024	1/25/2024 Menards Minot Nd	84.45
1/29/2024	1/25/2024 Carquest Auto	(233.08)

1/29/2024	1/25/2024 Carquest Auto	165.83
1/29/2024	1/25/2024 Officemax/Depot 6513	298.94
1/29/2024	1/25/2024 Holiday Inn Express Hote	288.90
1/29/2024	1/25/2024 Cenex Tri Ener09909854	52.00
1/29/2024	1/25/2024 Best Western Hotels	208.90
1/29/2024	1/25/2024 Best Western Hotels	208.90
1/29/2024	1/25/2024 Best Western Hotels	208.90
1/29/2024	1/25/2024 Holiday Inn Express Hote	288.90
1/29/2024	1/26/2024 Fastenal Company 01ndmin	102.20
1/29/2024	1/26/2024 Delta Air	602.20
1/29/2024	1/26/2024 Amzn Mktp Us	263.87
1/29/2024	1/26/2024 Paypal	150.00
1/29/2024	1/26/2024 Menards Minot Nd	129.96
1/29/2024	1/26/2024 Flower Central	104.99
1/29/2024	1/26/2024 Dmv Arrowhead Shopping C	13.00
1/29/2024	1/26/2024 Amzn Mktp Us	241.86
1/29/2024	1/26/2024 Rdoce Min 020107	3.89
1/29/2024	1/26/2024 Verizonwriss	345.30
1/29/2024	1/26/2024 Five Below 4059	21.00
1/29/2024	1/26/2024 Border States Industries	38.02
1/29/2024	1/26/2024 The Ups Store 1423	51.27
1/29/2024	1/26/2024 Batteries Plus #0639	244.00
1/29/2024	1/26/2024 Delta Air	1,077.20
1/29/2024	1/26/2024 Hotelbookingservfee	15.99
1/29/2024	1/26/2024 Priceln*hilton Garden	1,458.36
1/29/2024	1/26/2024 Napa Parts 0027632	67.99
1/29/2024	1/26/2024 Sherwin Williams 703380	468.01
1/29/2024	1/26/2024 Hampton Inns	106.08
1/29/2024	1/26/2024 Hampton Inns	0.92
1/29/2024	1/26/2024 Menards Minot Nd	62.71
1/29/2024	1/26/2024 Vistaprint Corporate Solu	140.60
1/29/2024	1/26/2024 Baker-Taylor	108.75
1/29/2024	1/26/2024 Baker-Taylor	456.20
1/29/2024	1/26/2024 National Safety Council	65.00
1/29/2024	1/27/2024 Municipay*service Fee	1.50
1/29/2024	1/27/2024 Cash Wise Foods #30	19.33
1/29/2024	1/27/2024 Amazon Prime	139.00
1/29/2024	1/27/2024 Lakeshore Learning Mater	25.98
1/29/2024	1/27/2024 Walmart.Com	10.15
1/29/2024	1/27/2024 Amzn Mktp Us	38.98
1/29/2024	1/27/2024 Fedex270253079200	11.45
1/29/2024	1/28/2024 Adobe Inc.	21.49
1/29/2024	1/28/2024 Adobe Inc.	21.49
1/29/2024	1/29/2024 Northeast K9 Condition	97.00
1/29/2024	1/29/2024 Amzn Mktp Us	24.99
1/30/2024	1/23/2024 Hawthorn Suites By Wyndha	(9.22)
1/30/2024	1/26/2024 Home Of Economy-#4	2.17

1/30/2024	1/28/2024 Menards Minot Nd	38.91
1/30/2024	1/29/2024 Macs Minot, Nd	9.98
1/30/2024	1/29/2024 Gemar Photography	300.00
1/30/2024	1/29/2024 General Trading Company	219.50
1/30/2024	1/29/2024 Fastenal Company 01ndmin	131.46
1/30/2024	1/29/2024 Tractor-Supply-Co #0130	89.99
1/30/2024	1/29/2024 Suds And Sun	12.00
1/30/2024	1/29/2024 Amzn Mktp Us	31.99
1/30/2024	1/29/2024 Best Buy 00010637	52.98
1/30/2024	1/29/2024 Best Buy 00010637	79.96
1/30/2024	1/29/2024 Icma Online	200.00
1/30/2024	1/29/2024 Schocks Safe And Lock Se	7.90
1/30/2024	1/29/2024 Amzn Mktp Us	68.97
1/30/2024	1/29/2024 Red Wing Shoe #739	200.00
1/30/2024	1/29/2024 Grainger	949.60
1/30/2024	1/29/2024 Grainger	833.25
1/30/2024	1/29/2024 Firstout Rescue Equipment	1,051.38
1/30/2024	1/29/2024 Amzn Mktp Us	137.42
1/30/2024	1/29/2024 Amzn Mktp Us	83.97
		\$ 341,089.51

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES

Charge these funds:

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

Electronic Payments:

AFLAC	
BCBS	414,334.55
BCBS Rebate	(11,825.11)
Federal Tax Withholding	-
Deferred Comp	
NDPERS	
Empower	76,510.65
Verendrye	
Montana Dakota Utilities	16,206.23
Xcel Energy	96,261.32
Discovery Benefits	8,272.76
ADP Payroll taxes wire 01/05/24 & 01/20/2024	295,499.41
ADP Payroll Wage garnishment 01/05/24 & 01/20/2024	12,481.47
ADP Payroll Taxes wire Alderman	-
ADP Payroll Taxes wire Pension	-
State Treasurer	-
Stop payment Check #	-
Stop payment Check #	-
CFP-ASA interest	-
ADP FEES ADP PAYROLL FEES	
CCD 925029963318	
Total	<u><u>\$ 907,741.28</u></u>



TO: Mayor Tom Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: February 5, 2024

SUBJECT: GAMING SITE AUTHORIZATION

I. RECOMMENDED ACTION

It is recommended City Council approve the following organizations to conduct games of chance at the following locations:

Companions for Children (February 5, 2024 – June 30, 2024)

- The Putt District (17 S Main St)
- The Blue Rider (118 1st Ave SE)

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

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 organizations have submitted documentation and received approval from the Police Chief.

IV. IMPACT:

Fiscal Impact:

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

V. 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.

VI. TIME CONSTRAINTS

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

VII. LIST OF ATTACHMENTS

- A. None



TO: Mayor Tom Ross
Members of the City Council

FROM: Mikayla McWilliams

DATE: February 5, 2024

SUBJECT: ALCOHOLIC BEVERAGE LICENSE RENEWAL – SAUL'S

I. RECOMMENDED ACTION

It is recommended City Council approve the alcoholic beverage license renewal for Saul's at 105 1st St SE (basement) for the period of February 5, 2024 through December 31, 2024.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

B. Service/Delivery Impact:

C. Fiscal Impact:

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

V. CITY COUNCIL ASPIRATIONS

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

VI. ALTERNATIVES

The City Council could deny a license renewal application if there is reasonable cause to do so, and the establishment would not be permitted to sell alcohol until obtaining a local alcoholic beverage license

VII. TIME CONSTRAINTS

The current license expired at 11:59 pm on December 31st of 2023. If the establishment is planning to continue the sale of alcohol, the license renewal needs to be approved by City Council prior to that time.

VIII. LIST OF ATTACHMENTS



TO: Mayor Tom Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: January 18, 2024

SUBJECT: MINOR SUBDIVISION PLAT TO BE KNOWN AS WEST MINOT 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

I. RECOMMENDED ACTION

1. Approve the proposed minor subdivision plat as provided in Attachment A

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community and Economic Development Director	857-4147
Doug Diedrichsen, Principal Planner	857-4108

III. DESCRIPTION

1. Background
The applicant seeks to adjust the shared property boundary between three platted lots. The resulting lots conform to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.
2. Proposed Project
West Mint 2nd Addition
3. Consultant Selection
N/a

IV. IMPACT:

1. Strategic Impact:
N/a
2. Service/Delivery Impact:
N/a

3. Fiscal Impact:
N/a

V. ALTERNATIVES

1. Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

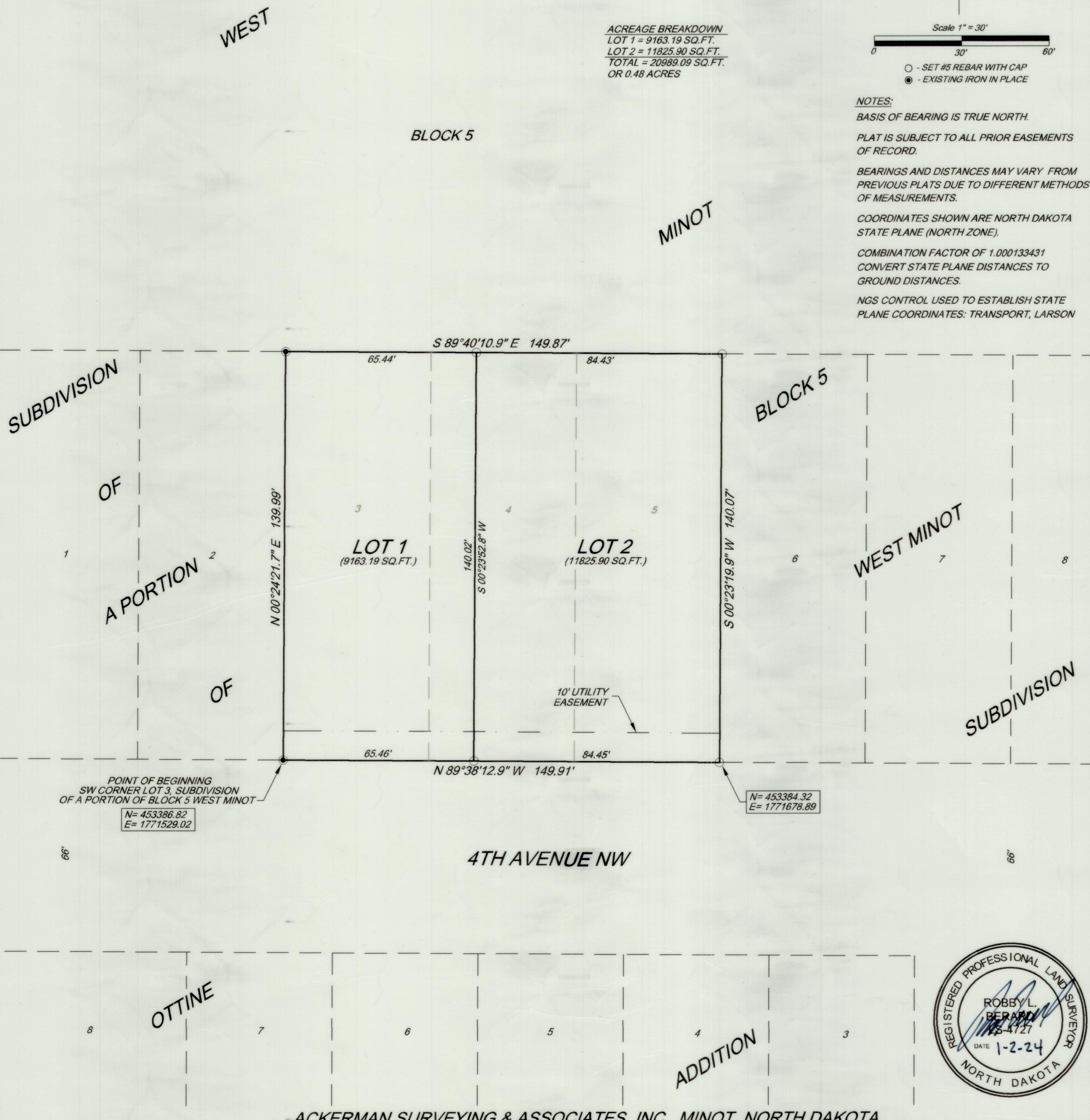
VI. TIME CONSTRAINTS

N/a

VII. LIST OF ATTACHMENTS

1. Attachment A – West Minot 2nd Addition

WEST MINOT 2ND ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
 (BEING LOTS 3 THRU 5 SUBDIVISION OF A PORTION OF
 BLOCK 5 WEST MINOT TO THE CITY OF MINOT,
 WARD COUNTY, NORTH DAKOTA)



DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT SHAUN R. SIPMA AND KERI J. SIPMA, BEING OWNERS AND PROPRIETORS OF LOT 3, AND GREGORY ROUSEY AND CAROLYN ROUSEY, BEING OWNERS AND PROPRIETORS OF LOTS 4 AND 5, SUBDIVISION OF A PORTION OF BLOCK 5 WEST MINOT TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER LOT 3, SUBDIVISION OF A PORTION OF BLOCK 5 WEST MINOT, TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDER'S OFFICE; THENCE N 00°24'21.7" E, A DISTANCE OF 139.99 FEET; THENCE S 89°40'10.9" E, A DISTANCE OF 149.87 FEET; THENCE S 00°23'19.9" W, A DISTANCE OF 140.07 FEET; THENCE N 89°38'12.9" W, A DISTANCE OF 149.91 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.48 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS WEST MINOT 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

Shaun Sipma
 SHAUN R. SIPMA
 (NOW OWNER OF LOT 1,
 WEST MINOT 2ND ADDITION)

Keri J. Sipma
 KERI J. SIPMA
 (NOW OWNER OF LOT 1)
 WEST MINOT 2ND ADDITION)

Gregory Rousey
 GREGORY ROUSEY
 (NOW OWNER OF LOT 2
 WEST MINOT 2ND ADDITION)

Carolyn Rousey
 CAROLYN ROUSEY
 (NOW OWNER OF LOT 2
 WEST MINOT 2ND ADDITION)

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

City of Minot

TO: Mayor Tom Ross
Members of the City Council

FROM: David Lakefield, City Finance Director

DATE: February 5, 2024

SUBJECT: PLEDGED ASSETS, DECEMBER 31, 2023

I. RECOMMENDED ACTION

Recommend approval of the Pledged assets as of December 31, 2023.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, City Finance Director	857-4784
Melody Shelkey, City Treasurer	857-4771
Jenna Zelinski, Comptroller	857-4703

III. DESCRIPTION

A. Background

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

IV. IMPACT:

A. Strategic Impact:

Approval needed in order to follow North Dakota Century Code.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

N/A

V. CITY COUNCIL ASPIRATIONS

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

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

a. Pledged Assets as of December 31, 2023

CITY OF MINOT, NORTH DAKOTA
SCHEDULE OF DEPOSITORY SECURTIY PLEDGES
31-Dec-23

<u>BANK</u>	<u> DUE DATE</u>	<u>AMOUNT</u>
BRAVERA BANK		
Total Securities Pledged	Various	<u>33,914,745.00</u>
Total		<u><u>33,914,745.00</u></u>
FIRST INTERNATIONAL BANK		
Insured cash sweep; all FDIC insured		<u>-</u>
		<u>-</u>
WELLS FARGO		
GNMA		<u>612,565.55</u>
Total Securities Pledged		<u><u>612,565.55</u></u>
FIRST WESTERN BANK & TRUST		
Insured cash sweep; all FDIC insured		<u>-</u>
		<u>-</u>
Total Pledged		<u>\$ 34,527,310.55</u>



TO: Mayor
Members of the City Council

FROM: Jason McKibben

DATE: 1/31/24

SUBJECT: FY 2023 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP) AWARD ACCEPTANCE

I. RECOMMENDED ACTION

- Recommend City Council approve acceptance of the FY 2023 SLCGP grant award and authorize the Finance Director to sign the award documents.
- Recommend City Council approve the proposed ordinance on first reading to appropriate the grant revenues and expenditures with the use of general fund cash reserves.

II. DEPARTMENT CONTACT PERSONS

<i>Dave Lakefield, Finance Director</i>	857-4784
<i>Jason McKibben, IT Manager – Systems and Support</i>	857-4173

III. DESCRIPTION

A. Background

Through funding from the Infrastructure Investment and Jobs Act (IIJA), the State and Local Cybersecurity Grant Program (SLCGP) enables the U.S. Department of Homeland Security to make targeted cybersecurity investments in state, local and territorial (SLT) government agencies. Eligible North Dakota applicants submitted applications for cybersecurity related project funding through the North Dakota Department of Emergency Services (NDDES): Division of Homeland Security. For FY 2023, the SLCGP reimburses 84.55% of qualified and approved cybersecurity related project costs for approved applicants.

An application was submitted by the City of Minot on September 28th and a notice of grant award letter was received on January 29th. The award acceptance documentation must be signed and submitted to NDDES within 10 days of the 1/29 award notification.

B. Proposed Project

A funding request for the procurement, configuration and installation of hardware firewalls was included in the application.

The City of Minot was awarded \$130,925.68 (\$123,880.00 Federal Amount + \$7,045.68 State Contribution) from the FY 2023 SLCGP to fund the above-listed project. The approved total project cost is \$154,850.00. 84.55% of the project cost (\$130,925.68) will be funded via the grant and 15.45% (\$23,924.32) will be funded locally.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

The cybersecurity project approved in the grant application will further mitigate cybersecurity risk and allow us to continue to provide secure, information technology services to the City of Minot.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Total project costs:	\$154,850.00
Approved grant award (84.55% of project costs):	\$130,925.68
Local share (15.45% of project costs):	\$23,924.32

V. CITY COUNCIL ASPIRATIONS

Resilient and prepared

VI. ALTERNATIVES

Alt. 1 Council could deny this request and direct staff to reject the grant award.

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

- A. *NDDES FY 2023 SLCGP Notice of Grant Award*
- B. *Budget Amendment*

NOTICE OF GRANT AWARD

Recipient Contact Name: Debbie LaCombe	Recipient Contact #: 701-328-8119		
Title of Grant Program: 2023 State and Local Cybersecurity Grant Program			
Federal Award Identification Number: EMW-2023-CY-000001	Federal Award Date: January 24, 2024		
Federal Awarding Agency: U.S. Department of Homeland Security			
CFDA No. 97.137 SLCGP			
Subrecipient Name and Address Minot PO Box 5006 Minot, ND 58702-5006		Subrecipient Contact Name: David Lakefield Telephone: 701-857-4774 Email: david.lakefield@minotnd.org	
Subrecipient UEI: D33RGAW88JU9	Grant Number: S44	County/Tribe: Ward	
Performance Period	From: January 29, 2024	Through: November 30, 2026	
Grant Amount: \$130,925.68	Subrecipient Cost Share: \$23,924.32	Total Project Cost: \$154,850.00	
Scope of Service: The intent of this award is to provide funding for subrecipient to address cybersecurity risks and cybersecurity threats to the subrecipient's owned or operated information systems in accordance with the federal Notice of Funding Opportunity for this grant program, the approved application scope of work and cost line items located in the NDDES grant portal.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDES quarterly through the NDDES grant portal. Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due with the final reimbursement request.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following:			
<ol style="list-style-type: none"> 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants/des/nd.gov/site/HSGP.cfm. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program. 			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDES Approval	
Signature	Date	 Signature	1/29/2024 Date
Typed Name and Title of Authorized Representative David Lakefield Finance Mgr.		Typed Name and Title of Authorized Representative Darin Hanson Director, Division of Homeland Security	

SPECIAL CONDITIONS **State and Local Cybersecurity Grant Program (SLCGP)**

1. DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. They FY 2023 DHS Standard Terms and Conditions are at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

2. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- DHS financial assistance sub-recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- By accepting this agreement, sub-recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

3. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- Sub-recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- Sub-recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- Sub-recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

4. Acknowledgement of Federal Funding from DHS

Sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Age Discrimination Act of 1975

Sub-recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

6. Americans with Disabilities Act of 1990

Sub-recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Initial

7. Best Practices for Collection and Use of Personally Identifiable Information

Sub-recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub-recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

8. Civil Rights Act of 1964 - Title VI

Sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

9. Civil Rights Act of 1968

Sub-recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100.

10. Copyright

Sub-recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11. Debarment and Suspension

Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

12. Drug-Free Workplace Regulations

Sub-recipients must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

13. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

14. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Initial

15. Energy Policy and Conservation Act

Sub-recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

16. False Claims Act and Program Fraud Civil Remedies

Sub-recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

17. Federal Debt Status

All sub-recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

18. Federal Leadership on Reducing Text Messaging while Driving

Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

19. Hotel and Motel Fire Safety Act of 1990

Sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

20. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS sub-recipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

21. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Sub-recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

22. Lobbying Prohibitions

Sub-recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Initial

23. National Environmental Policy Act

Sub-recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require sub-recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

24. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

25. Non-Supplanting Requirement

Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

26. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

27. Patents and Intellectual Property Rights

Sub-recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Sub-recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

28. Procurement of Recovered Materials

States, political subdivisions of states (i.e., sub-recipients), and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

29. Rehabilitation Act of 1973

Sub-recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Initial

30. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the sub-recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

31. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Sub-recipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

32. SAFECOM

Sub-recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

Sub-recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Sub-recipients are legally responsible to ensure compliance with the Order and laws.

34. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Sub-recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

35. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier

Sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

36. USA PATRIOT Act of 2001

Sub-recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

37. Use of DHS Seal, Logo and Flags

Sub-recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Initial

38. Whistleblower Protection Act

Sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

39. Environmental Planning and Historic Preservation (EHP) Review

Any SLCGP project that would require an Environmental & Historic (EHP) review is not an allowable cost.

SLCGP grant funds may not be used for construction, renovation, remodel or to perform alterations of buildings or physical facilities. Therefore, you cannot use SLCGP funds to:

- Install or replace racks that involve attaching racks to floors and/or walls
- Install new equipment cabling where new holes are made through walls, floors, or ceilings.
- Install new conduit onto existing walls, ceilings, or floors.
- Install electrical outlets
- Install uninterrupted power supply units (UPS) that involve attaching to floors or walls.
- Any activities (grant funded or not) that are connected to the grant funded project that involve the building utility infrastructure such as installing new electrical.
- Any installation that modifies existing buildings or structures or requires ground disturbance.

40. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

41. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

42. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

43. Prior Approval for Modification of Approved Budget

Before making any change to the approved budget for this award, you must request prior written approval from NDDES. NDDES may be required by 2 C.F.R. section 200.308 to request FEMA approval of any budget modifications.

Initial

44. National Cybersecurity Review

Sub-recipients are required to complete the Nationwide Cybersecurity Review (NCSR) yearly to benchmark and measure their progress of improving their cybersecurity posture. The NCSR can be found at <https://www.cisecurity.org/ms-isac/services/nCSR>.

45. NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Sub-recipient is required to also follow the applicable provisions of the NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDES Grants website at <https://grants.des.nd.gov>.

46. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDES Grants Management System at <https://grants.des.nd.gov>.

47. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDES, as a Memorandum of Agreement, to expend the de-obligated funds on program costs.

48. Award Acceptance

The Notice of Grant Award and these Special Conditions constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipients is certifying acceptance of the terms and conditions of the award.

Initial

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE INFORMATION TECHNOLOGY DEPARTMENT FEDERAL AND STATE REVENUE AND CAPITAL EQUIPMENT, EQUIPMENT AND CONSULTANT EXPENDITURES FOR THE FY23 STATE AND LOCAL CYBER SECURITY GRANT PROGRAM (SLCGP) AND APPROVE THE USE OF GENERAL FUND CASH RESERVES FOR THE LOCAL MATCH.

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

§1: Amend the 2024 annual budget to increase the information technology department federal and state revenues and capital equipment, equipment and consultant expenditures for the FY23 SLCGP:

10000000-33100	2024190002	\$11,880
10000000-33400	2024190002	675
42000000-33200	2024190002	112,000
42000000-33500	2024190002	6,370
10019000-43040	2024190002	9,000
10019000-46102	2024190002	5,850
42019000-57500	2024190002	140,000
10019000-49125		21,630

§2: Approve the transfer of general fund cash reserves:

10019000-49101		\$2,295
10019000-49125		21,630
42000000-39101	2024190002	(21,630)
10000000-39101	2024190002	(2,295)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Lance Meyer, P.E., City Engineer

DATE: February 5, 2024

SUBJECT: 2028 NDDOT URBAN PROGRAM SOLICITATION (4829)

I. RECOMMENDED ACTION

1. Recommend the council concur with the staff recommendations and submit the requests to the NDDOT.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	701-857-4100
Emily Huettl, Assistant City Engineer	701-857-4100

III. DESCRIPTION

A. Background

Every fall, the NDDOT solicits project applications for new or modifications to existing projects on the federal aid street system. The City receives approximately \$2.7 million a year in federal aid. The federal aid goes into our account until a project is programmed for construction. The engineering department manages the programming of federal aid for street maintenance and construction.

B. Proposed Project

Staff is recommending these Urban Regional projects be submitted to the NDDOT. The scoping reports with background information are attached to this memo.

Priority #1: South Broadway Reconstruction – 19th Avenue SW to South City Limits

Requested Construction Year: 2028

Estimated Project Cost: \$41.3M, Federal Share: \$34.1M, City Share: \$7.2M

Priority #2: US 83 and US 2/52 Interchange

Requested Construction Year: 2028

Estimated Project Cost: \$12.5M, Federal Share: 12.5M, City Share: \$0

C. Consultant Selection

Consultant selection will take place in the future once the funds are programmed with the NDDOT.

IV. IMPACT:

A. Strategic Impact:

The above listed projects come directly out of recommendations from the Broadway Corridor Study and pavement management priorities. The City's goal is to keep these arterials in excellent condition and reduce traffic delays.

B. Service/Delivery Impact:

All of the above projects will reconstruct the pavements to concrete pavement to support the traffic loading. Signals will be replaced and modernized. All lighting will be upgraded to LED fixtures. Sidewalks and paths will be replaced with ADA compliant routes.

C. Fiscal Impact:

Once federal aid is allocated, local budget planning takes place. This process happens through the City's Capital Improvement Planning Process.

V. CITY COUNCIL ASPIRATIONS

This recommendation meets the safe and welcoming and excellent and connected aspirations.

VI. ALTERNATIVES

1. Council could choose to prioritize the projects in a different order.
2. Council could choose different corridors to prioritize.
3. Council could choose not to submit projects for federal aid.

VII. TIME CONSTRAINTS

The projects must be submitted to the NDDOT by February 29, 2024. If council wishes to select other corridors for improvement, staff needs to know that information at this meeting to begin preliminary cost estimating for the new corridors.

VIII. LIST OF ATTACHMENTS

- A. South Broadway Reconstruction Scoping Report
- B. Broadway Interchange Scoping Report

**URBAN REGIONAL & URBAN ROADS
PROJECT SCOPING WORKSHEET**

DATE: 1/8/2024

PRIORITY# 1

Regional: Y/N

Urban Roads: Y/N

City: Minot Street: Broadway from 19th Ave SW to South City Limits including adjacent frontage roads but not including US2/83 Interchange; 20th Ave SW from 4th St to 480' east of Broadway; 31st Ave SW 320' west of Broadway to 220' east of Broadway; 37th Ave SW from 750' west of Broadway to 300' east of Broadway

County: Ward Length: 15,815 centerline feet total of all roads

Proposed Improvement: Scoping and cost is based upon the Broadway Corridor Study alternative S.4 with a 4-lane concrete section reconstruction from 19th Ave SW to south city limits. Project includes reconstruction of adjacent minor arterials to connect to new improvements and to correct geometry. Improvements include removals, new concrete pavement, signals, asphalt frontage roads, storm sewers, sidewalks, shared use paths, LED lighting, signage, and other incidentals.

Cost Estimates Breakdown (in \$1,000)							
PE	CE	R/W	Utility	Constr.	Bridges	Non-Participating	Total
3,173	3,173	1263	Incl in constr.	26,441		2,000	

Present Road: Surface Width? Varies by corridor

Surface Type? Asphalt

On Street Parking Allowed? _____ Present: (No) One Side Both Sides Angle Parallel
Proposed: (No) One Side Both Sides Angle Parallel

Proposed Improvements

ADT Present: 28,085 Broadway Yr: 2022

Travel Way Width : Varies

ADT Design: _____ Design year _____

No. of Lanes: 2 to 6

Design Speed: _____

Roadway Width: 40 to 90 feet

Maximum Curve: _____

Min. R/W Width:66 feet

Maximum Grade: _____

Right of Way

Will Additional ROW or easement be acquired? Yes ROW acquisition by: City **DOT**
Has any ROW easements been acquired since 7-1-72: Yes ROW Condemnation by: City **DOT**
Est. No. of occupied family dwelling to be displaced? 0
Est. No. business to be displaced? 0

Impacts

Will there be any additional Impacts (Cultural and Environmental Resources): Floodplain impacts

Will there be any impacts to 4(f) or 6(f) properties: Unknown, but unlikely

Airports: N/A Public Hearings: At a minimum a public open house

Environmental Classification (Cat-Ex, EA, EIS): Cat-Ex, possible EA

Transportation Enhancements: Sidewalks, Shared-Use Paths, Trees/Landscaping, ITS

Intermodal: This is a city bus route and needs to be accommodated

Pedestrian Needs: Almost all of corridor lacks pedestrian facilities

Railroads Crossings

RR Name	No. Xings	No. Tracks and Type of Crossing	Daily Train Movements	Train Speed	Present Protection	Proposed Protection

Purpose and Need Statement:

Broadway and the connecting arterials (20th Ave, 31st Ave, 37th Ave) are currently asphalt road sections which have failing pavements. The sections can no longer handle the ESALs from truck loading as these sections have developed over the decades.

There are several geometry issues that cause traffic and safety issues such as negative lane offsets and misaligned intersections. Also, there are inadequate turn lane lengths, access spacing issues, and issues associated with the corridors being above the critical crash rate. The corridors need infrastructure replacement such as upsized storm sewers and the replacement of the failing structural plate pipe that carries Puppy Dog Coulee. Some water and sewer work may be needed as areas are reconstructed. The corridor needs replacement of the existing street lighting system with new LED fixtures. The corridors lack pedestrian facilities except on 31st and 37th Avenues. There are no pedestrian facilities on Broadway from 19th Ave SW to the south city limit line.

Existing Conditions:

1. When was the current street section built? Has there been any additional maintenance to the street section?

The original Broadway section was built in 1961. The other roadways were built starting in the 1970s through 1980s. The last maintenance on Broadway occurred

in 2021 with a chip seal and fog seal from city limits to 31st Ave SW. The NDDOT performed an overlay on the remaining Broadway section in 2016.

2. How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?

Broadway: 4 driving lanes with left and right turn lanes at various locations.

20th Ave: 4 driving lanes with left turn lanes at Broadway and 4th St

31st Ave: 2 driving lanes with left turn lanes at Broadway

37th Ave: 2 driving lanes with left turn lanes at Broadway and transitions to 4 driving lanes west of the Broadway intersection

All driving lanes appear to be 12' in width and turn lanes are a minimum of 12' with some at 13'.

3. What is the condition of the pavement section?

- A. If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?
- B. If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking.

All pavement sections are asphalt except a small portion of at the intersection of Broadway/20th Ave and Broadway/37th Ave east.

The pavement is generally in fair to very poor condition ranging in PCI from 30 to 77. The City recently chip sealed Broadway and paver leveled some severe rutting. After one month, the section started to rut again. There are severe base problems under the asphalt pavement.

The concrete pavements are generally in fair condition with some spalling and both transverse and longitudinal cracking. The City has performed some panel replacements in the last two years.

4. Any existing geometric concerns?

There are geometric concerns at 4th St/20th Ave, 28th Ave/Broadway, 31st Ave/Broadway (negative lane offsets), 37th Ave/Broadway (negative lane offsets), 40th Ave intersection visibility issues.

5. Are there any access points to adjoining properties that present a special concern?
Yes, several that are too close to intersections or are within the functional area of the intersections.

6. Are there any existing sidewalks or shared use path in place?

31st Ave and 37th Ave have shared used paths in place. All other corridors do not have any pedestrian or bicycle facilities.

7. What is the condition of the existing storm sewer? Will any additional storm

sewer work need to be done along with this project?

The condition of the storm sewers vary along the project. The SPP that carries Puppy Dog Coulee is in need of replacement. All pipes need to be modeled to ensure sizing is adequate.

8. What is the condition of the city's water and sewer line? Will any work have to be done to the city's water and sewer lines along with this project?
Some watermain upsizing may be needed. Most water and sanitary sewer mains are PVC and should be in good to fair condition. Some relocations of hydrants or other items will be required.
9. Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?
The lighting system is old and is in need of replacement. All lighting is HPS and needs to be upgraded to LED.
10. What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?
20th Ave/4th St, 20th Ave/Broadway, 31st Ave/Broadway, 37th Ave/Broadway
The entire Broadway corridor is above the critical crash rate. The intersections of 20th Ave and 31st Ave have more crashes than the others. 20th Ave used to be on the high crash list but hasn't been in recent years.

Remarks:

The City recognizes this is a high cost/high impact project and the NDDOT will likely need to program the improvements over several years. The City desires to work with the NDDOT to develop phasing for this important project to address the project needs.

City Engineer: Lane Meier

Date: 1/24/2024

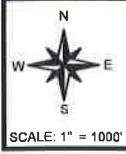
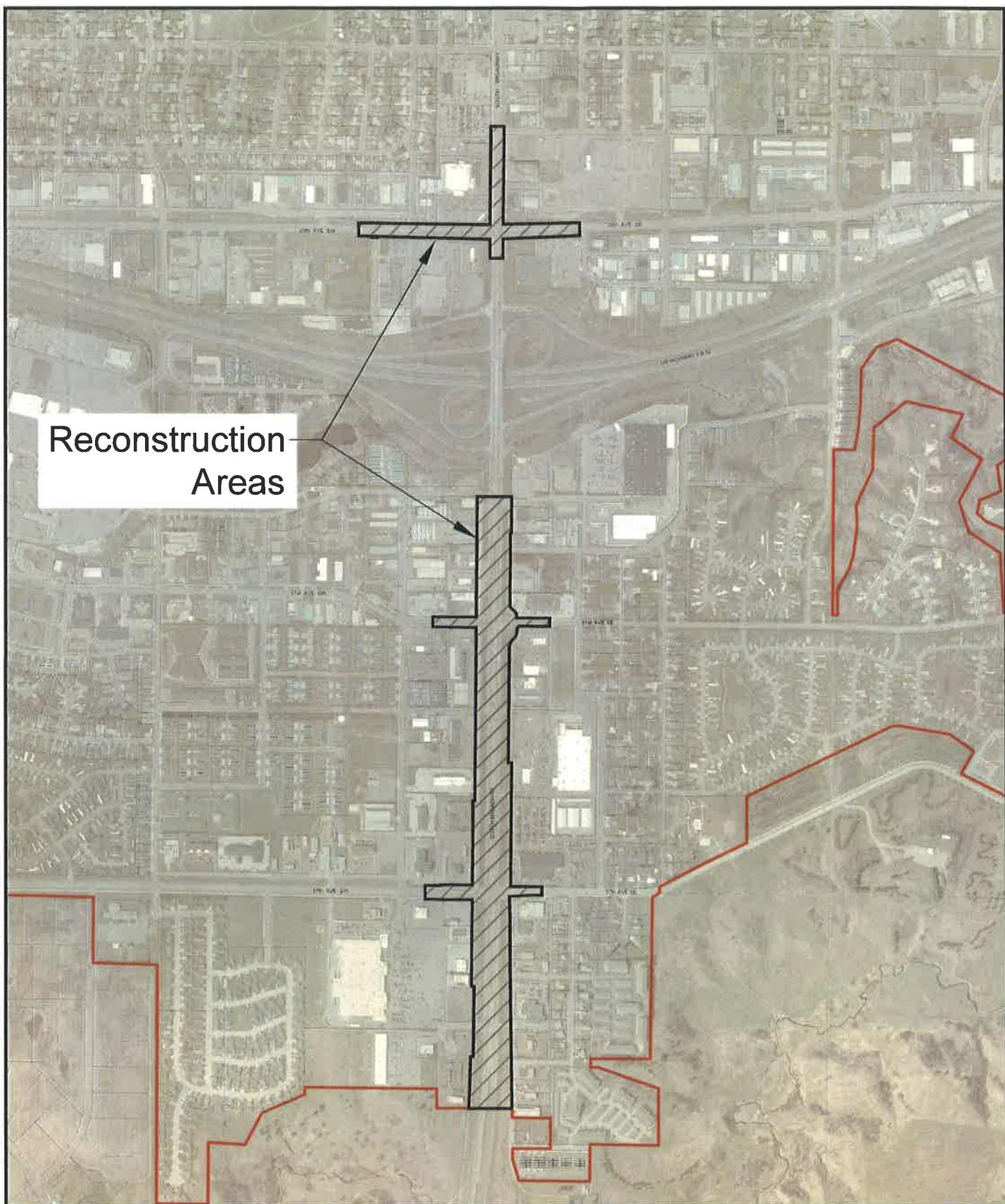
District Engineer: Korby Smit

Date: 1/11/2024

Note: Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.

South Broadway and Adjoining Minor Arterials Reconstruction Estimate						
Segment	Cost/Ft, EA	Length	Total	Federal/State	Local	
South Broadway 19th Ave to 20th Ave	\$ 2,340	1100	\$ 2,573,689	\$ 2,316,320	\$ 257,369	
South Broadway 28th Ave to 41st Ave	\$ 2,340	4800	\$ 11,230,642	\$ 10,107,578	\$ 1,123,064	
One-way Frontage Road	\$ 526	5425	\$ 2,855,917	\$ 2,284,734	\$ 571,183	
Two-way Frontage Road	\$ 526	1420	\$ 747,540	\$ 598,032	\$ 149,508	
20th Avenue 4th St to 480 E. Broadway	\$ 2,340	1480	\$ 3,462,781	\$ 2,770,225	\$ 692,556	
31St Avenue - 320 W. Broadway and 220 E. Broadway	\$ 2,106	540	\$ 1,137,103	\$ 909,682	\$ 227,421	
37th Avenue - 750 W. Broadway and 300 E. Broadway	\$ 2,106	1050	\$ 2,211,033	\$ 1,768,826	\$ 442,207	
Signals - 20th Ave, 31st Ave, 37th Ave, 4th St	\$ 555,683	4	\$ 2,222,731	\$ 1,778,185	\$ 444,546	
			\$ 26,441,436	\$ 22,533,582	\$ 3,907,854	
20% Contingency			\$ 5,288,287	\$ 4,759,458	\$ 528,829	
20% Engineering			\$ 6,345,945	\$ 5,711,350	\$ 634,594	
Right of Way (SF)	\$ 21.06	60000	\$ 1,263,447	\$ 1,137,103	\$ 126,345	
Water/Sewer Estimate Placeholder			\$ 12,897,679	\$ 11,607,911	\$ 1,289,768	
Project Total Cost (2028)			\$ 41,339,115	\$ 34,141,493	\$ 7,197,622	

All costs are 2024 costs inflated to construction year 2028 at 4% per year



South Broadway Reconstruction

City of Minot
Engineering Department

**URBAN REGIONAL & URBAN ROADS
PROJECT SCOPING WORKSHEET**

DATE: 1/8/2024

PRIORITY#2 Regional: Y/N Urban Roads: Y/N

City: Minot Street: US Highway 2/52 and US Highway 83 Interchange

County: Ward Length: 2100 feet

Proposed Improvement: Improvements include bridge widening, shared use path installation, new signals, new concrete pavement, and conversion to a continuous T interchange.

Cost Estimates Breakdown (in \$1,000)							
PE	CE	R/W	Utility	Constr.	Bridges	Non-Participating	Total
1,000	1,089			8,136	2,310		

Present Road: Surface Width? 94'

Surface Type? Concrete and Asphalt

On Street Parking Allowed? No Present: (No) One Side Both Sides Angle Parallel
Proposed: (No) One Side Both Sides Angle Parallel

Proposed Improvements							
ADT Present: <u>23,700</u>	Yr: <u>2020</u>	Travel Way Width : <u>82'</u>					
ADT Design: _____	Design year _____						
Design Speed: _____							
Maximum Curve: _____							
Maximum Grade: _____							

Right of Way							
Will Additional ROW or easement be acquired? <u>No</u>	ROW acquisition by: <u>City DOT</u>						
Has any ROW easements been acquired since 7-1-72: <u>Unknown</u>	ROW Condemnation by: <u>City DOT</u>						
Est. No. of occupied family dwelling to be displaced? <u>0</u>							
Est. No. business to be displaced? <u>0</u>							

Impacts

Will there be any additional Impacts (Cultural and Environmental Resources): USACE 404 Permit, City Floodplain Permit
 Will there be any impacts to 4(f) or 6(f) properties: No
 Airports: No Public Hearings: No
 Environmental Classification (Cat-Ex, EA, EIS):Cat-Ex
 Transportation Enhancements: ITS infrastructure
 Intermodal: City Bus route over bridge
 Pedestrian Needs: Bridge widening needed for shared use path installation

Railroads Crossings						
RR Name	No. Xings	No. Tracks and Type of Crossing	Daily Train Movements	Train Speed	Present Protection	Proposed Protection

Purpose and Need Statement:

Based on the Broadway Corridor Study, one of the options was to construct a continuous T interchange with a bridge expansion to carry a shared use path. This alternative was used as the basis of estimate. The project is needed to address capacity issues, alignment concerns, and pedestrian access restrictions.

Existing Conditions:

1. When was the current street section built? Has there been any additional maintenance to the street section?
Current interchange was constructed in the mid to late 1970s. NDDOT constructed a bridge deck overlay in 2016.
2. How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?
Four driving lanes, and a right turn lane for each of the on-ramps.
3. What is the condition of the pavement section?
 - A. If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?
 - B. If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking.

Asphalt pavements are showing rutting and cracking issues. NDDOT maintenance staff have been adding spray patch on the

larger cracks. The concrete bridge section is in good condition.
Interchange ramps have been replaced in 2023.

4. Any existing geometric concerns?
There is a city street that continues west from the US 2 off-ramp.
5. Are there any access points to adjoining properties that present a special concern?
The above city street does serve some commercial properties. This access will have to be addressed in the design.
6. Are there any existing sidewalks or shared use path in place?
None at this time. However, a major project element will be to extend a shared use path across the interchange.
7. What is the condition of the existing storm sewer? Will any additional storm sewer work need to be done along with this project?
The system will need to be analyzed and likely replaced. The structural steel plate pipe that carries Puppy Dog Coulee must be replaced.
8. What is the condition of the city's water and sewer line? Will any work have to be done to the city's water and sewer lines along with this project?
No work should be needed.
9. Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?
High mast lighting was recently installed through the interchange area. Some luminaires on Broadway will need replacement based on project limits.
10. What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?
Both ramps have traffic signals that need replacement. Not aware of any high crash locations in the interchange area, only near the project termini at 28th Ave and 20th Ave. Turn lane configurations will change based on final design.

Remarks:

The City wishes to partner with the NDDOT to design and construct improvements to the US 2/52 and US 83 interchange. The improvement will provide a continuous pedestrian/shared use connection through the area when coupled with the Broadway Reconstruction project. A Continuous T or other configuration will alleviate future congestion issues.

City Engineer: *Lam Aleg*

Date: 1/24/2024

District Engineer: *Korby Siv*

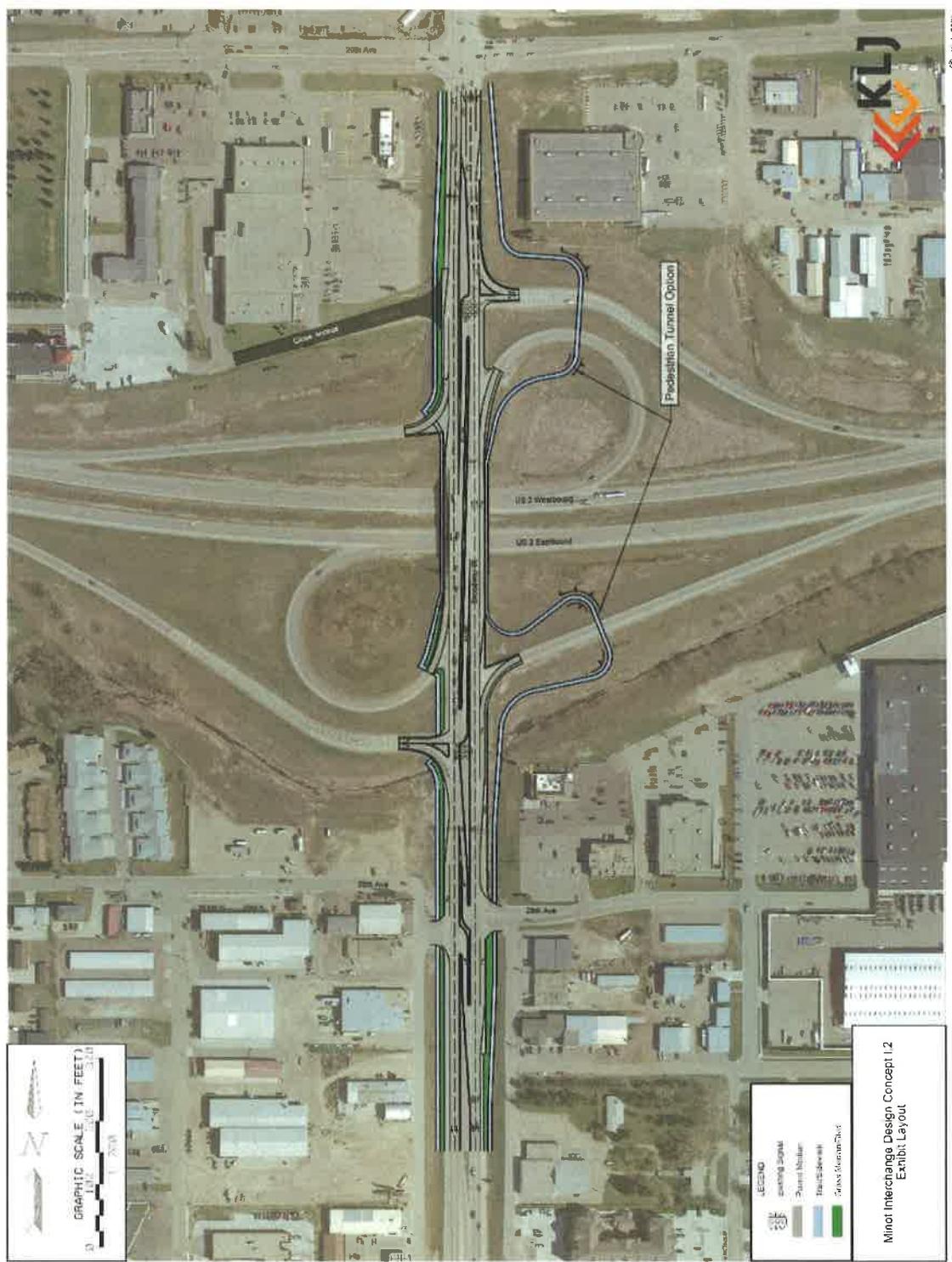
Date: 1/11/2024

US 2 and US 83 Continuous T Interchage Estimate

Project Length:	2100
Section:	modified 6 lanes
Intersection Control:	Signalized
Frontage Roads:	None
Bridge Area:	5485
Bridge Length:	290

Item	LF/EA/SF	Price/Unit	Cost
Mainline 4 lane	850	\$ 2,737.47	\$ 2,326,848.68
Mainline 6 lane	960	\$ 2,737.47	\$ 2,627,970.27
Signals	2	\$ 526,436.35	\$ 1,052,872.70
Right of Way	0	\$ 10.53	\$ -
22nd Removal	22000	\$ 35.10	\$ 772,106.65
Bridge Widening	LSUM	\$ 350.96	\$ 1,925,002.26
	Sub Total		\$ 8,704,800.56
	Contingency	20%	\$ 1,740,960.11
			\$ 10,445,760.67
	Engineering	20%	\$ 2,089,152.13
	Total (2028)		\$ 12,534,912.81

Figure 130: I.2 Continuous T Interchange





TO: Mayor Tom Ross
Members of the City Council

FROM: Lance Meyer, P.E., City Engineer

DATE: February 5, 2024

SUBJECT: WARD COUNTY CONNECTOR RAISE GRANT REQUEST RESUBMITTAL (4657)

I. RECOMMENDED ACTION

1. Recommend council approve the funding request to resubmit a RAISE grant for the environmental study;
2. Approve the budget amendment on 1st reading

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

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

2023's application was unsuccessful. However, in a debrief with federal officials they indicated the application scored very well and made it to the final round of the selection process.

B. Proposed Project

In discussions with the County Engineer, he is contracting with Bolton & Menk, who performed the study and submitted last year's RAISE grant for the environmental document.

Based on the feedback from FHWA, Bolton & Menk proposes to update the application to bolster the area where the grant application could be expanded upon. Their fee proposal is \$8,000 which would be split evenly with Ward County. Staff budgeted a \$5,000 contingency into last year's application, so the \$4,000 needed for this year's application is available in reserves.

Due to the size of this project, the environmental document will likely cost \$2-3 million. So, obtaining federal funds to pay for most of the grant is critical. Federal grant funds could pay for at least 80% of the study cost.

C. Consultant Selection

Bolton & Menk was selected by Ward County to perform the work on the study.

IV. IMPACT:

A. Strategic Impact:

The City and County have been looking for ways to provide another north/south arterial roadway connection in west Minot. A link would significantly relieve the 16th St and Broadway corridors from current and future traffic congestion.

B. Service/Delivery Impact:

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

C. Fiscal Impact:

To update the work that was completed last year and bolster other areas of the grant application, Bolton & Menk as provided an hourly not to exceed estimate of \$8,000 to perform the work.

Project Costs

\$8,000 total cost. \$4,000 each from Minot and Ward County

Project Funding

Sales Tax Infrastructure

V. CITY COUNCIL ASPIRATIONS

The following are the aspirations achieved with the grant request: dynamic and flourishing; safe and welcoming; excellent and connected.

VI. ALTERNATIVES

Alternate 1: Council could choose not to participate in the grant application.

VII. TIME CONSTRAINTS

If the city wants to participate in this application round, the funding must be approved at this meeting in order to meet the deadline.

VIII. LIST OF ATTACHMENTS

A. Budget Amendment

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE ENGINEERING CONSULTANTS EXPENDITURE FOR THE CONSULTING FEES ON THE RAISE GRANT APPLICATION AND APPROVE THE TRANSFER FROM SALES TAX INFRASTRUCTURE.

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

§1: Amend the 2024 annual budget to increase the engineering consultants expenditure for the consulting fees on the RAISE grant application.

10038000-43040		\$ 4,000
26738000-49101		4,000

§2: Approve the transfer of Sales Tax Infrastructure:

26738000-49101		4,000
10000000-39118		(4,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Stephen Joersz, PE, PTOE, Traffic Engineer

DATE: February 5, 2024

SUBJECT: APPROVE PLANS AND SPECIFICATIONS FOR CANADIAN PACIFIC KANSAS CITY RAIL QUIET ZONE AND AUTHORIZE A CALL FOR BIDS (4781)

I. RECOMMENDED ACTION

1. Recommend council approve the plans and specifications for the CPKC Quiet Zone and authorize a call for bids.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In 2011, the council accepted a Railroad Quiet Zone Study that laid the framework for establishing a quiet zone through Minot. In 2014, the City initiated its first quiet zone on the west side of Minot on the BNSF mainline. This quiet zone eliminated 85% of train horns through the majority of Minot. However, there are no quiet zones at any CP Rail crossings.

In 2020, council authorized SRF to update the previous quiet zone study to better inform the council on costs and impacts of a CP Rail quiet zone. Council placed \$150,000 in the 2023 budget to begin the required engineering work for the project.

B. Proposed Project

It is important to note that the related plans and specifications are for the city-provided infrastructure improvements related to the CPKC quiet zone. These improvements are primarily in the form of median barriers and sidewalk improvements.

A future agreement with Canadian Pacific Kansas City is required for the railroad's improvement related to the quiet zone. These improvements are primarily related to the signal and crossing arm systems.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

Quiet zones are important safety improvements that can be installed in urbanized areas where busy rail corridors cross roadway traffic. The reduction in train horn noise is a quality of life benefit to residents and properties along railway corridors.

B. Service/Delivery Impact:

A completed project will enhance the downtown quality of life for residents and patrons of downtown properties. The added safety benefits will also enhance downtown.

C. Fiscal Impact:

As part of the 2024-2028 City of Minot Capital Improvement Plan, funding for the CPKC Quiet Zone was to be paid by Hub City Funding. In the current budget, \$1,000,000 was approved for construction. Depending on low bids and CPKC's signal costs, a budget amendment may be required to bring additional funding into the project.

In December 2023, the City of Minot submitted an application to the NDDOT's Flexible Transportation Fund with a proposed 80% State and 20% Local cost share for the CPKC Quiet Zone construction. The State funding request was for \$800,000. If awarded, this would significantly reduce the City's cost.

Engineer's Estimate

\$717,409.20 For City infrastructure improvements

\$650,000.00 For CPKC infrastructure improvements (estimated)

\$1,367,409.20 Total estimated cost

Project Funding

Hub City Capital Infrastructure Fund

V. CITY COUNCIL ASPIRATIONS

These aspirations are achieved by adopting the proposed recommendations: dynamic and prosperous; safe and welcoming; excellent and connected.

VI. ALTERNATIVES

Alternative 1: Council could choose not to approve plans and specifications and call for bids. If this alternative is chosen, the project would either be stopped or delayed.

Alternative 2: Council could choose to modify the plans and specifications. This would delay the project as any design changes may have to be coordinated with and approved by CPKC Rail.

VII. TIME CONSTRAINTS

The project cannot be bid until council approves of the plans and specifications. The project will also wait until the NDDOT notifies the City on the status of the December 2023 Flexible Transportation Fund application. From previous conversations with the NDDOT, it is anticipated that the release of the Flexible Transportation Fund project awards will occur in February 2024.

VIII. LIST OF ATTACHMENTS

A. N/A

City of Minot

TO: Mayor Tom Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: February 5, 2024

SUBJECT: LANDFILL MASTER PLAN AND SUPERFUND UPDATES (3700.1)

I. RECOMMENDED ACTION

1. Recommend council approve the task order in the amount of \$118,000 for CPS, Ltd. to update the landfill master plan and Superfund site reuse documents.
2. Recommend council approve the budget amendment to allocate funds from landfill cash reserves.
3. Recommend council authorize the mayor to sign the task order on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 701-857-4140

III. DESCRIPTION

A. Background

The City of Minot hired a consultant in 2015 to draft a master plan for the operations at the landfill. The plan encompasses all of the different waste streams that are accepted at the landfill and the associated methods of handling them to meet NDDEQ regulations.

Additionally, the City of Minot has been working with the EPA and Minot Park District on a plan for potential reuse of the old landfill Superfund site. There is work that needs to be completed to enable the EPAs attorney to take the Record of Decision from the 1990s back to federal court to modify it to allow for reuse opportunities.

B. Proposed Project

This task order would provide compensation to CPS, Ltd. to update the landfill master plan to include the addition of the new recycling program, a basic layout of new landfill cells that will be constructed in the future and updating all waste data and handling plans. There is some additional time in the task order for assistance with various documents needed to get the Superfund reuse plan approved by EPA.

C. Consultant Selection

CPS, Ltd. was selected as part of a competitive RFQ process and have been providing landfill consulting for the past few years. They have extensive knowledge of the landfill operations.

IV. IMPACT:

A. Strategic Impact:

The landfill strives to provide a variety of waste management services in a cost effective and regulatory compliant manner. An update to the master plan helps in those goals.

B. Service/Delivery Impact:

A frequent update of the landfill operations ensures staff are operating the landfill in compliance with state regulations.

C. Fiscal Impact:

Project Costs

Landfill Master Plan Update	\$100,000
Superfund Reuse plan	\$18,000

Project Funding

The master plan update was originally budgeted in the amount of \$100,000 in 2023 but didn't get completed. Those unspent funds returned to cash reserves, so the attached budget amendment is necessary to reallocate those funds. The 2024 budget has \$30,000 budgeted for consultant assistance.

V. CITY COUNCIL ASPIRATIONS

This item meets the council aspiration of Resilient and Prepared

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

- A. Task Order – Master Plan Update and Superfund Plan
- B. Budget Amendment

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE LANDFILL DEPARTMENT CONSULTANT EXPENDITURES FOR THE MASTER PLAN UPDATE AND APPROVE THE USE OF SANITATION FUND CASH RESERVES.

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

§1: An ordinance amending the 2024 annual budget to increase the landfill department consultant expenditures for the master plan update using sanitation fund cash reserves:

13057000-43040		\$100,000
----------------	--	-----------

§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

This is **Task Order No. 17**, consisting of 4 pages, and is part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 2, 2015.

Task Order No. 17

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 2, 2015 (“Agreement”), Owner and Engineer agree as follows:

1. Specific Project Data
 - A. Title: Minot Landfill Plan Update Assistance
 - B. Description: Assist City Staff in Updating MSW Landfill Master Plan and Superfund Site Operation Plan
 - C. Owner Project Number: 3700.1
 - D. Engineer Project Number: 24301
2. Services of Engineer

Only the services checked shall apply to this Task Order.

Study and Report Services

 - A. Study and Report Phase Services: Under this Task Order, the Engineer will prepare a report subject to the terms of A1.01.A.5 of the Agreement. Services provided as part of the Study and Report Services include:
 - 100 Project Management, Coordination and Meetings: Conduct day to day management of project tasks. Prepare and submit monthly project invoices. Meet with Owner personnel (virtual meetings only) regarding data collection to be performed by Owner and Owner-furnished documents needed.
 - 200 Data Collection: Procure existing plans pertinent to landfill management and operations, including hydrologic / geologic plan, workplans, operation and management plans, record drawings, waste stream data, equipment and maintenance data, facility staffing and job description data, financial information, Facility permit, and existing mapping.
 - 300 Assist with Superfund Operation Plan Update: Assist Owner’s staff in completing an updated operation plan for the old Minot landfill superfund site. Owner shall provide a copy of historical operation plans for this site pursuant to comments on the existing document. Includes one (1) virtual kickoff meeting with Owner to determine document status and needs and one (1) virtual meeting with North Dakota Department of Environmental Quality and United States Environmental Protection Agency to clarify requirements.

400 MSW Landfill Operation Plan Update: Update Facility operation plan to include recent site development. Update general information, construction and development, general facility operations, waste stream and handling, residuals management, contingencies, inspection and reporting, and postclosure data. Does not include updates to hydrologic / geologic plans, groundwater monitoring plans, bird mitigation plans, or other plans not specifically referenced. Does not include permit applications.

- Design Services (Not Included)
- Designing to a Construction Cost Limit (Not Included)
- Bidding or Negotiating Services (Not Included)
- Construction and Commissioning Services (Not Included)
- Resident Project Representative Services (Not Included)
- Other Services (Not Included)
- Additional Services Requiring an Amendment to Task Order

Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and Exhibit B, subject to the following:

- A. Attend and participate in meetings with jurisdictional authorities and regulatory agencies as requested by those entities as applicable to the Project.
- B. Provide waste stream, waste generators, budget, copies of existing and draft facility plans, applicable correspondence and other data as requested for performance of Engineer's services.
- C. Provide review and comment of deliverables as requested.
- D. Provide required signatures as appropriate following review and acceptance of deliverables to be submitted to regulatory and other agencies.

4. Times for Rendering Services

As mutually agreed by Owner and Engineer following kickoff meeting, pursuant to timely receipt of basis data from Owner.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Compensation for Services</i>
Basic Services (Study and Report)	Standard Hourly Rates	\$118,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants: None.

7. Other Modifications to Agreement: None.

8. Attachments: None.

9. Documents Incorporated by Reference: None.

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 5, 2024.

OWNER: City of Minot, ND

By: _____

Name: Tim Ross

Title: Mayor

Date: _____

ENGINEER: CPS, Ltd.

By: Melissa Knutson

Name: Melissa Knutson

Title: Executive Vice President

Date: 01/31/2024

DESIGNATED REPRESENTATIVE
FOR TASK ORDER:

Name: Jason Sorenson

Title: Utilities Director

Address: 515 2nd Avenue SW

Minot, ND 58701

Email: jason.sorenson@minotnd.org

Phone: 701.857.4768

Fax: 701.857.4130

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Melissa Knutson, PE

Title: Project Manager

Address: 308 2nd Avenue North

Grand Forks, ND 58203

Email: Melissa.Knutson@cpsengineering.net

Phone: 701.746.7459

Fax: 701.746.8948

City of Minot

TO: Mayor Tom Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: February 5, 2024

SUBJECT: LANDFILL TRUCK SCALES RELOCATION – FINAL PAYMENT (4580.3)

I. RECOMMENDED ACTION

1. Recommend council approve the final payment for the Landfill Truck Scales Relocation Project to Prairie Scale Systems, Inc. in the amount of \$28,468.00.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 857-4140

III. DESCRIPTION

A. Background

As construction continues on the recycling transfer facility, other projects will be getting underway soon to accommodate the relocation of the landfill entrance to 37th Ave SW. Late in 2022 a contractor completed construction of the watermain extension and a new entrance approach and interior road. In addition to that work, the existing landfill truck scales and scale house will need to be relocated to the new entrance location.

B. Proposed Project

Work for this project will include the construction of two concrete landfill truck scale foundations, dismantling of two existing truck scales, and commissioning of two truck scales in the new location.

The lowest responsible bid was received by Prairie Scale Systems, Inc. in the amount of \$239,680.00. Prairie Scale Systems has completed all remaining items on the contract and final payment is warranted.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

The scale relocation is part of a larger project to move the entrance for the landfill to 37th Ave SW. This will help accommodate future landfill operations as the landfill expands and will also greatly reduce truck traffic residents around the current landfill entrance experience.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Project Costs

Engineer's Estimate:	\$262,610.00
Contractor's Bid Price:	\$239,680.00

The final total contract price for landfill truck scales relocation is \$239,680.00 as the project did not have any overruns or underruns.

Project Funding

Funding for the scale relocation was originally budgeted in the 2022 Landfill budget in the amount of \$205,000. Unspent funds from 2022 went back to Landfill reserves. A budget amendment is necessary to allocate those funds for these projects to take place in 2023.

V. CITY COUNCIL ASPIRATIONS

This item achieves the aspirations of Resilient and Prepared.

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

A. Final Pay Request

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702/CMA

TO OWNER:
City of Minot, ND
Public Works Department
1025 31st St. SE
Minot, ND 58701
FROM GENERAL CONTRACTOR:
Prairie Scale Systems, Inc.
9860 Industrial Drive Horace, ND 58047

PROJECT:
2023 Landfill Truck Scales Relocation
3500 20th Ave. SW
Minot, ND 58701

VIA CONSTRUCTION MANAGER: Vernaica Meyer - Senior Project Manager

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE 1 OF 2 PAGES

APPLICATION NO: 3 Distribution to:
PERIOD TO: 9/25/23 OWNER
Owner's Project No.: CONSTRUCTION
4580.3 MANAGER
CONTRACT DATE: 4/24/23 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	239,680.00
2. Net change by Change Orders	-
3. CONTRACT SUM TO DATE (Line 1 ± 2)	239,680.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	239,680.00
5. RETAINAGE:	
a. 0% of Completed Work (Column D + E on G703)	-
b. 0% of Stored Material (Column F on G703)	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	239,680.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	211,212.00
8. CURRENT PAYMENT DUE	28,468.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	-	-
Total approved this Month	-	-
TOTALS	-	-
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Prairie Scale Systems, Inc.

By: Rachel Kinneberg Date: 01/11/2024

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires:

Rachel Kinneberg
Notary Public
State of North Dakota
My Commission Expires Feb. 2, 2027

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)
CONSTRUCTION MANAGER: Vernaica M. Meyer Date: 1/17/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
 APPLICATION DATE: 8/13/23
 PERIOD TO: 09/25/23
 OWNER'S PROJECT NO: 4,580

A PO LINE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 0%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
10	Inbound Scale Foundation	\$88,260.00	\$88,260.00	\$0.00		88,260.00	100.00%	-	-
20	Outbound Scale Foundation	\$88,260.00	\$88,260.00	\$0.00		88,260.00	100.00%	-	-
30	Inbound Scale Demo & Move	\$26,580.00	\$26,580.00	\$0.00		26,580.00	100.00%	-	-
40	Outbound Scale Demo & Move	\$26,580.00	\$26,580.00	\$0.00		26,580.00	100.00%	-	-
50	Inbound Scale Commissioning	\$5,000.00		\$5,000.00		5,000.00	100.00%	-	-
60	Outbound Scale Commissioning	\$5,000.00	\$5,000.00	\$0.00		5,000.00	100.00%	-	-
	Change Order(s):								
GRAND TOTALS		239,680.00	234,680.00	5,000.00	-	239,680.00	100%	-	-

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

City of Minot

TO: Mayor Tom Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: February 5, 2024

SUBJECT: COMPOST SITE LEASE AGREEMENT (2024-2025)

I. RECOMMENDED ACTION

1. Recommend council approve the lease agreement between the City of Minot and Trinity Church for the purpose of a compost site location.
2. Recommend council authorize the Mayor to sign the agreement on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 701-857-4140

III. DESCRIPTION

A. Background

The City of Minot has been utilizing a site owned by Trinity Church to maintain a compost location. Every two years staff negotiates a new lease payment for the City's continued use of that site.

B. Proposed Project

This agreement is a new two-year agreement with identical terms as the agreement that just expired in January of 2024. The annual payment increased from \$300 per year to \$500 per year.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

Having this agreement in place enables the City to continue to maintain this compost site location. This is a convenient and readily accessible location and it is well utilized by the surrounding neighborhoods.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Project Costs

Annual Lease amount \$500

Project Funding

Funding for this is budgeted in the landfill budget for compost maintenance.

V. CITY COUNCIL ASPIRATIONS

This item achieves the council's aspiration of resilient and prepared.

VI. ALTERNATIVES

The council could elect not to renew the lease agreement. In this case, staff will need to find an alternate location for a compost site

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

A. Trinity Church Lease Agreement

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this 18th day of January, 2024 by and between the Trinity Evangelical Free Church, whose address is 3500 4th St SW, Minot, ND 58701, and the City of Minot ("Tenant"). The Parties agree:

1. Term. The term of this Agreement is for a period of two years, commencing on January 18th, 2024, and terminating on the 1st day of January, 2026.
2. Scope of Lease. LANDLORD, in consideration of the rent to be paid and the covenants to be performed by TENANT, hereby leases to TENANT the following described premises ("Premises") situated in the city of Minot, Ward County, North Dakota:

Urban Second Addition Lot 2

3. Rent. TENANT will pay rent for the Premises, in the amount of five hundred dollars (\$500.00) per annum. Rent will be paid in advance by the 31st day of the year, in full. Rent is payable at the address of LANDLORD, 3500 4th St SW, Minot, ND 58701, unless TENANT is notified otherwise in writing by LANDLORD.
4. Holding Over. If TENANT remains in possession of the Premises after this Agreement expires, and LANDLORD accepts rent from TENANT, this Agreement shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Agreement remaining in effect until otherwise agreed in writing.
5. LANDLORD Obligations:
 - a. To pay all water, sewer, heat, electricity, air conditioning, garbage collection, and all other utility fees charged against the Premises;
 - b. To perform all required maintenance and repairs requested by TENANT, which are related to use and habitability of the Premises;
 - c. To keep walkways and parking areas of the Premises free of accumulations of snow and ice and to cut and care for the grass, shrubbery, plants, and trees on the Premises;
 - d. To not permit any activity to be conducted in other portions of the grounds that will materially interfere with TENANT's use and enjoyment of the Premises;
 - e. To allow TENANT to install items it deems necessary for maximum and optimum use of the Premises and to allow TENANT to, at any time, remove from the Premises all fixtures and other equipment owned by TENANT, provided the removal is completed before termination of this Agreement or any renewal or extension. TENANT agrees to repair any damages that may be done to the Premises resulting from the removal of the items, if any;
 - f. To comply at its own expense with all federal, state, county, and city laws and ordinances and all lawful rules, regulations, or orders of any duly constituted authority, present or future, affecting the Premises; and
 - g. To pay all real estate taxes and special assessments on the Premises during the terms of the Agreement.
6. TENANT Obligations:
 - a. To pay the rent when due;

- b. To keep the Premises in reasonable condition the same as at the commencement of the Term or as it may be put by LANDLORD, except for reasonable use and wear, or damage by fire and unavoidable casualty.
- c. Not to make any unlawful, improper, or offensive use of the Premises, and to observe all the laws of the State of North Dakota and the ordinances of the City of Minot in force from time to time relating to the leased Premises.
- d. To permit LANDLORD at all reasonable times to enter and examine the Premises and to make necessary repairs for the protection of the Premises.
- e. To surrender the Premises to LANDLORD at the end of the Term; and, in default of the payment of rent due or failure to perform its obligations under this Agreement, to surrender the Premises upon demand by LANDLORD; and
- f. To maintain at its own expense and assume responsibility for all equipment and fixtures installed by TENANT.

7. **Termination of Agreement.** TENANT has no obligation under this Agreement for the initial or succeeding terms if the Minot City Council fails to appropriate to TENANT sufficient funds to defray the full rental costs. TENANT, without any liability, may terminate this Agreement by providing thirty (30) days' written notice, if its budget appropriations are reduced or if its authority to spend its appropriations is reduced or limited by law or by reductions in federal or other grant funds to a point TENANT, in its sole discretion, deems insufficient to pay the full rental cost for the remainder of the Term of this Agreement.

During the Term of this Agreement or any renewal or extension, TENANT may terminate this Agreement by providing thirty (30) days' written notice to LANDLORD, if LANDLORD fails to comply with any of its obligations under this Agreement, or if TENANT determines it must relocate to comply with the Americans With Disabilities Act of 1990 or any rules adopted under the act, or with any other local, state, or federal law or rules.

During the Term of this Agreement or any renewal or extension, LANDLORD may terminate this Agreement by providing thirty (30) days' written notice to TENANT, if LANDLORD sells or transfers its interest in the Premises or a portion of the Premises.

8. **Termination of Agreement in Event of Destruction of Premises.** If the leased Premises are destroyed or damaged by fire or the elements to the extent they become untenable, this Agreement will terminate immediately, unless LANDLORD, within twenty (20) days of the happening of the event, gives written notice of intention to restore the Premises and fully restores the Premises within a reasonable time. During the term between destruction and restoration of the Premises rent will not be due, and if rent has already been paid LANDLORD shall refund to TENANT all that portion of the prepaid rent attributable to the time during which TENANT was unable to use the Premises for its intended use.

9. **Merger and Modification.** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not

specified within this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

10. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Ward County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
11. Severability. If any term of this Agreement 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 Agreement did not contain that term.
12. Assignment. This Agreement must not be assigned or subleased by TENANT without LANDLORD's written consent.
13. Binding Effect. The covenants, obligations, and conditions in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties.
14. Compliance with Public Records Laws. LANDLORD understands that TENANT must disclose to the public upon request any records it receives from LANDLORD. LANDLORD further understands that any records obtained or generated by LANDLORD under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. LANDLORD agrees to contact TENANT immediately upon receiving a request for information under the public records law and to comply with TENANT's instructions on how to respond to the request.
15. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

LANDLORD:

Trinity Evangelical Free Church,
3500 4th St SW
Minot, ND 58701

TENANT:

City of Minot
c/o Utilities Director
PO Box 5006
Minot ND 58702

LANDLORD:


Signature
Jacob Rodgers
Print Name
1/18/24 JR
Date

TENANT:

Signature

Print Name

Date



TO: Mayor Thomas Ross
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: January 31, 2024

SUBJECT: MINOT AIR FORCE BASE MUTUAL AID AGREEMENT

I. RECOMMENDED ACTION

Recommend council to authorize the Mayor to sign the Minot Air Force Base Fire Department Mutual Aid Agreement with the Minot Fire Department.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief	857-4740
--------------------------------	----------

III. DESCRIPTION

A. Background

This document being updated due to the USAFB moving toward a standardized format with their mutual aid agreements. This agreement will enter the Minot Fire Department as written in the document to be requested by the Minot Air Force Base Fire Department to assist in the event of a larger emergency. This defines roles, responsibilities and expectations as responding to the Minot Air Force Base.

B. Proposed Project

Agencies work diligently to prepare for the emergencies that occur within our jurisdictions but at times, we need to ask for assistance from other departments for additional resources. This MOU will afford the Minot Air Force Base Fire Department to call upon the Minot Fire Department for that assistance.

C. Consultant Selection

.

IV. IMPACT:

D. Strategic Impact:

This mutual aid agreement will allow the Minot Air Force Base Fire Department to meet the needs of the personnel working and living at the Minot Air Force Base in the event of a large emergency that is outside of the normal scope of preparedness.

B. Service/Delivery Impact:

This mutual aid agreement will allow additional resources to be called upon in the event of a large emergency that is beyond the capabilities of the Minot Air Force Base Fire Department to handle independently.

C. Fiscal Impact:

V. CITY COUNCIL ASPIRATIONS

The Council aspiration met would be resilient and prepared.

VI. ALTERNATIVES

The Council could deny the request. The Minot Fire Department has current agreements with the Mouse River Firefighters Association, the Grand Forks Fire Department, Bismarck Fire Department, and Minot Rural Fire Department.

VII. TIME CONSTRAINTS

Council's approval of the recommendation will allow for the Minot Fire Department to have an effective Mutual Aid agreement with the Minot Air Force Base Fire Department.

VIII. LIST OF ATTACHMENTS

A. Mutual Aid Agreement

MUTUAL AID AGREEMENT (MAA)
BETWEEN
MINOT AIR FORCE BASE
UNITED STATES AIR FORCE
AND
MINOT NORTH DAKOTA FIRE DEPARTMENT

This Mutual Aid Agreement (the “Agreement”) is made and entered into this 10 day of January 2024, between the Secretary of the Air Force (the “Air Force”) acting by and through the Commander Minot Air Force Base pursuant to the authority of 42 U.S.C. § 1856a and the Fire Department of Minot, North Dakota (*the “Minot Fire Department, City of Minot North Dakota”*). Together the Air Force and the Minot Fire Department are hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term ‘fire protection’ includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and DAFI 32-2001, *F&ES Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Minot Air Force Base Fire Department by a representative of the Minot Fire Department, fire protection equipment and personnel of the Minot Air Force Base Fire Department will be dispatched to any point within the area for which the Minot Fire

Department normally provides fire protection services as designated by the representatives of the Minot Fire Department.

d. On request to a representative of the Minot Fire Department by a representative of the Minot Air Force Base Fire Department, fire protection equipment and personnel of the Minot Fire Department will be dispatched to any point within the jurisdiction of the Minot Air Force Base as designated by the representative of the Minot Air Force Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Minot Air Force Base normally provides fire protection services, the chief of the Minot Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for the Minot Air Force Base to observe Air Force support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies support and operations at an incident on the installation.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), the Minot Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law, each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

(2) Furthermore, the Minot Fire Department City of Minot agrees to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Minot Fire Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the Minot Fire Department's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Minot Fire Department, which obligation shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561*.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by the Minot Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the Minot Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of the Minot Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The Minot Fire Department's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:
Minot Air Force Base
Colonel Daniel S. Hoadley
167 Summit Drive, Suite 100
Minot AFB ND 58705-5037

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Minot Air Force Base
5 CES/CEF
C/O
Deputy Chief Robyn L. Roberts
Bldg 896 Flight Line Drive
Minot AFB ND 58705

For Minot Fire Department
C/O
Chief Kelli Kronschnabel
PO Box 305
Minot, ND 58790-0007

TERMS OF THE AGREEMENT

- o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years ^{10 January 2024} from that date (the "Term"). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

- p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.
- q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.
- r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

Fire Department
For City of Minot Fire Department

By: _____

Name:
Mayor Tom Ross

Date: _____

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

HOADLEY.DANIE
By: L.S.1152778380

Digital signature by
HOADLEY.DANIEL.S.115277838
Date: 2024.01.10 08:30:42 -06'00'

Name: DANIEL S. HOADLEY, Colonel, USAF
Commander, 5th Bomb Wing

Date: 1/10/24

City of Minot

TO: Mayor Thomas Ross
Members of the City Council

FROM: *Kelli Kronschnabel, Fire Chief*
Stefanie Stalheim, City Attorney
Corbin Dickerson, Assistant City Attorney

DATE: February 5, 2024

SUBJECT: RESOLUTION ESTABLISHING FIRE PERMIT, LICENSE, INSPECTION FEES.

I. RECOMMENDED ACTION

It is recommended City Council approve the resolution setting the fire inspection fees.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief
Stefanie Stalheim, City Attorney
Corbin Dickerson, Assistant City Attorney

III. DESCRIPTION

A. Background

The Fire Department is implementing a fee schedule to begin charging for annual and operational permits as well as construction. There has not been charging for these in the past, but implementing the fees falls in line with other area jurisdictions.

B. Proposed Project

A proposed resolution establishing fire permit, license, and inspection fees is attached.

IV. IMPACT:

A. Strategic Impact:

This change will allow us to better track permitted occupancies as well as high hazard processes and will allow us to generate revenue to offset our prevention office.

B. Service/Delivery Impact:

C. Fiscal Impact:

Conservatively this project we have estimated to generate \$56,000 annually.

V. CITY COUNCIL ASPIRATIONS

This will allow us to continue to make Minot safer and welcoming through our fire prevention efforts.

VI. ALTERNATIVES

- A. Council could decline to pass the resolution.
- B. Council could modify the resolution.

VII. TIME CONSTRAINTS

Once the ordinance is passed on second reading, and the resolution is adopted, the City can begin charging and collecting the inspection fees.

VIII. LIST OF ATTACHMENTS

- A. *Proposed Resolution establishing Fire Permit, License, and Inspection Fees.*



RESOLUTION NO. 3835

A RESOLUTION ESTABLISHING FIRE PERMIT, LICENSE, AND INSPECTION FEES FOR FIRE CODE COMPLIANCE INSPECTIONS PURSUANT TO SECTION 13-44 OF CHAPTER 13 (FIRE PREVENTION AND PROTECTION), ARTICLE III (FIRE CODE) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA.

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 authority to fix the fees, numbers, terms, conditions, duration, and manner of issuing and revoking licenses in the exercise of its governmental police powers; and

WHEREAS, the City Council of the City of Minot has granted its fire chief or their designee the power to charge inspection fees for fire code compliance inspections and has the authority under Minot City Ordinance Sec. 13-44 to set fire code compliance inspection fees by resolution; and

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

- 1. The following fire permit, license, and inspection fees for fire code compliance inspections are hereby established for the City of Minot:**

a. Annual Operational Fire Permits	\$60.00
b. IFC Section 105.5.42 Pyrotechnic special effects materials	\$120 + \$85/hr. (2 hr. minimum)
c. Daycare Center – Commercial	\$60/year
d. Home daycare inspections	\$25/year
e. Tent permit	\$50.00
f. Construction Permits	\$85.00
g. Re-Inspection Fees	
i. Re-inspection Fee – first visit	No charge
ii. Overdue Violation Fee	\$60.00
	(Violation not corrected after 45 days and \$60.00 for each 15-day period following)

2. This Resolution shall be effective upon approval of the City Council and shall remain in effect until modified or terminated by the City Council.

Passed and adopted this 5th day of February, 2024.

ATTEST:

Mikayla McWilliams, City Clerk

APPROVED:

Thomas Ross, Mayor



TO: Mayor Tom Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: February 5, 2024

SUBJECT: CONTRACT FOR ELECTRICAL VAULT REHABILITATION - FINAL DESIGN (CITY PROJECT NUMBER # 2024500001)

I. RECOMMENDED ACTION

- A. Recommend approval of the Electrical Vault Rehabilitation final design to be conducted by Short Elliott Hendrickson Inc. (SEH); and
- B. Recommend approval of the budget amendment; and
- C. Authorize Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

A. Jennifer Eckman, Airport Director	857-4724
B. Maria Romanick, Airport Operations Manager	857-4724

III. DESCRIPTION

A. Background

The airfield electrical vault building was originally constructed in 1993. The building houses the 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 to the 1993 construction. It is 30 years old and has exceeded its useful life and needs replacement. Per Table J-4 in the 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, if not obsolete. 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 issue and flight delays.

B. Proposed Project

The project will replace several pieces of equipment inside the existing electrical vault, including control panel, relay-based interface panel, ATCT lighting panel, ATG radio control, and most of the constant current regulators. The vault rehabilitation will ensure airfield safety by providing a well operating and maintainable lighting system.

C. Consultant Selection

SEH is the engineer of record for MOT airport development as was approved at the City Council meeting on May 17, 2021.

IV. IMPACT:

A. Strategic Impact:

Safe use of the airport lighting systems are of utmost importance to providing safe and efficient aviation transportation for the Minot Community.

B. Service/Delivery Impact:

By designing a solution to address the unreliable and aging airport lighting systems and components, this project will allow for continued safe operations for aviation at the Minot International Airport.

C. Fiscal Impact:

The anticipated cost of this project is outlined below, and it is included in the 2024 CIP for the Minot International Airport:

Project Costs:

Project Preliminary Design and Labor	\$ 46,590.60
Direct Expenses	\$ 43,309.40
TOTAL	\$ 89,900.00

Project Funding

The funding will come from the FAA Airport Improvement Program (AIP). The airport receives approximately \$1.6M of AIP entitlement funding annually, in addition to the carry-over from previous years. Project funding beyond the available AIP funding will be funded with FAA discretionary funding. The preliminary design effort will scope the project accordingly to match City, NDAC, and FAA budgets. It is projected that the City of Minot share will be 5 percent of total project costs.

V. CITY COUNCIL ASPIRATIONS

The City Council aspirations that are achieved by adopting the proposed recommendation and completing this project include providing a safe and welcoming environment at the Airport.

VI. ALTERNATIVES

An alternate the City Council could recommend that this project be postponed or denied, resulting in a delay for repairs and the potential for failure of the airport's lighting systems. Failure of airport lighting could result in runway and taxiway closures, causing delays for air traffic control's ability to land and taxi aircraft efficiently.

VII. TIME CONSTRAINTS

The following project schedule is intended to accommodate City and FAA funding and grant schedule requirements:

1. February 5, 2024 – City Council approves final design contract
2. February 15, 2024 – Submit Engineer's Design Report and Construction Safety and Phasing Plan to FAA
3. March 2024 – Complete final design
4. April 2024 – Bidding and award.
5. Fall 2024 – Construction

VIII. LIST OF ATTACHMENTS

- A. SEH Proposal - Supplemental Letter Agreement – Electrical Vault Rehabilitation – Design
- B. Budget Amendment – 11.2024 BA Airport Electrical Vault

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot, North Dakota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective 8/31/2021, this Supplemental Letter Agreement dated _____ authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Electrical Vault Rehabilitation - Design.

Client's Authorized Representative: Jennifer Eckman, Airport Director

Address: Minot International Airport (MOT)
305 Airport Road Suite 216, Minot ND 58703

Telephone: 701-857-4724 **email:** jennifer.eckman@minotnd.org

Project Manager: Lindsay Reidt, PE

Address: 3535 Vadnais Center Dr.
St. Paul, MN 55110-5196

Telephone: 763-370-4055 **email:** lreidt@sehinc.com

Scope: The Basic Services to be provided by Consultant are included in Attachment A.

Schedule: Services to be initiated at the direction of the City of Minot, with a service completion date no later than June 30, 2024. A schedule is included in Attachment A.

Payment: A retainer in the amount of \$0.00 will be paid in advance of Consultant starting work and will be applied to the final invoice(s). The lump sum fee is \$89,900.00 including expenses and equipment. See Attachment B reflecting the estimate of labor, fees, and expenses.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

By:



Shawn McMahon

Title: Regional Practice Center Leader

City of Minot, North Dakota

By:



Title: _____

ATTACHMENT A
Minot International Airport (MOT)
Minot, North Dakota
Electrical Vault Rehabilitation
Scope of Work - Design

General – This project will replace several pieces of equipment inside the existing electrical vault, including the control panel, relay-based interface panel, ATCT lighting panel, ATG radio control, and most of the regulators. The existing equipment was installed in 1993 when the vault was constructed and needs replacement, with much of the equipment approaching 30 years of life. Airport staff has 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 of a delayed maintenance period, potentially causing safety issues and flight delays. The vault rehabilitation will ensure airfield safety by providing a well operating and maintainable lighting system. Per Table J-4 in the AIP Handbook, the minimum useful life for airfield electrical/lighting equipment is 10 years. See attached **Figure 2**.



Figure 2. Project Exhibit

Proposed project schedule:

February 5, 2024 – City of Minot consideration of Design contract
February 15, 2024 – Submit Engineer's Design Report and CSPP to FAA
March 2024 – Final plans and specifications posted for bidding (Design contract complete)
April 2024 – Bid opening
April 2024 – City of Minot consider Contract Award and Construction Administration Contract contingent upon grant reception
April 2024 – Grant application submittal
May 2024 – Start SEH Construction Administration contract
September 2024 – Construction
(Construction administration services, as well as completion of the grant closeout report, will be included in subsequent work orders.)

Electrical Vault Rehabilitation (Design) - Project Deliverables – The project deliverables of this scope include the following:

1. Project Formulation
2. Engineer's Design Report
 - a. Including Construction Safety and Phasing Plan (CSPP) and Safety Plan Narrative
 - b. 7460/Airspace Submittal
3. Environmental determination (Categorical Exclusion)
4. Plan drawings
5. Bidding documents
6. FAA Plan and Specification review
7. Bidding and contract award recommendation
8. Project management and meetings

Work Element 1: Project Formulation

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Minot International Airport (MOT) (sponsor) to develop the appropriate scope of work approved by funding partners. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and NDAC for review and will be updated based on input received.

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

Work Element 2: Preliminary Design

Task 2.1 – Site Visit and Vault Inspection – A site visit to inspect the existing electrical vault building including equipment in the vault building and associated controls in the SRE building and ATCT. The existing generator for the airfield lighting systems will also be inspected. The site visit will verify base maps, utility locations, equipment locations, and other relevant site features to ensure conformance to bidding documents, and overall impacts to airport infrastructure, SEH will provide escorting and oversight during the inspection. The visit will be attended by the electrical engineer (Barr Engineering) and a project engineer (SEH).

Work Element 3: Engineer's Design Report

Task 3.1 – Engineer's Design Report - Complete Engineer's Design Report according to FAA requirements and submit to FAA for review at 60%. The report will be completed with the following sections:

Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project. Three meetings are estimated with sponsor and/or FAA to review the project.

Photographs – SEH will coordinate with MOT staff to capture photographs of representative areas of existing site conditions. The photographs will be included within the report.

Applicable AIP Standards – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars.

Airport Operational Safety Considerations – SEH will develop a preliminary Construction Safety and Phasing Plan (CSPP), and confirm with sponsor and FAA, to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction. Construction Safety and Phasing Plan and Safety Plan Narrative will be delivered to FAA for review and comment during EDR review process.

Airfield Lighting and Signage – Airfield lighting and signage impacts will be evaluated. Temporary outages will be needed for replacement of the existing equipment. Temporary lighting options will be considered for high priority circuits. The results of the field inspection will be included in this section.

Navigational Aids – Any temporary impacts due to vault equipment as a result of phasing will be discussed in this section.

Environmental Considerations – SEH will complete a request for environmental Simple Written Record (SWR) for the project. SEH will also identify necessary permits, if required for contractor to procure.

Existing Utilities – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the project area. This will include a desktop locate of utilities to validate against existing airport record drawings.

Miscellaneous Work Items – SEH will provide a narrative to address other work components of the project, such as site access, and other related work items.

Benefit Cost Analysis – The proposed electrical vault work does not require BCA analysis. A detailed BCA will not be required.

Modification to AIP Design Standards – No modifications to design standards are anticipated, but this task will explore the proposed project components to confirm that no modifications to design standards will be requested.

AIP Non-eligible Work Items – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.

Disadvantaged Business Enterprise (DBE) – The current status of the Sponsor's DBE program and project requirements will be identified and included in the report. SEH will assist Sponsor in determining goal and good faith effort determinations, as well as including specification language in bidding documents.

Project Schedule – SEH will develop a schedule and associated chart to identify the project schedule and milestones during the design and bidding process.

Engineer's Estimate of Probable Cost – SEH to provide an itemized summary of the engineer's estimate of probable construction costs. Any ineligible work components will be called out separately. Local, state, and federal funding sources will be shown.

Preliminary Project Budget – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

Work Element 4: Plan Drawings for Electrical Vault Rehabilitation

Final design and plan drawings will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

Task 4.1 – Construction Safety and Phasing Plan Development – SEH will refine and update the preliminary Construction Safety and Phasing Plan (CSPP) that was developed as part of the Engineer's Design Report. SEH will meet with MOT staff, FAA staff (including ADO and Tech Ops), airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A review and coordination meeting will be held with MOT and FAA prior to 7460 submittal to limit closure times and impact to IFR procedures. A figure will include points of interest requested by FAA, including RSA, OFZ, and TOFA. A final CSPP will be uploaded for FAA airspace review via the 7460 OE/AAA review process.

A detailed phasing plan will be developed to determine the least impactful alternative for equipment replacement.

Task 4.2 – Construction Plan Sheets – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan
- Terminal Access Route Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan, showing impacts to lights, sign, NAVAIDS, and markings.
- Removal Plan
- Electrical Plan and Details
- Vault layout and details

Work Element 5: Construction Bidding Documents for Electrical Vault Rehabilitation

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

Task 5.1 – Construction Bidding Documents – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, bid alternatives (if applicable), State and Federal requirements, wage rates, technical specifications, required FAA standard contracts and clauses, DBE goals and GFE, and special provisions.

Work Element 6: FAA Construction Plans and Specifications Review

Task 6.1 – FAA Coordination – SEH will coordinate with the FAA on submitting a 60% EDR, complete set of construction plans, and specifications for FAA review.

Task 6.2 – Review and Address FAA Comments – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

Work Element 7: Bidding and Contract Award Recommendation

Task 7.1 – Bidding and Award – Assist the Client with obtaining construction bids for proposal improvements, including advertising in local paper, city website, and other required locations. Make a recommendation to the Client on award of construction contract. Assist the Client with securing a grant from the Federal Aviation Administration for this project.

Work Element 8: Project Management – This task includes the overall project management of Work Elements 1 through 7 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 8.1 – Quality Control – This task includes effort to perform a quality control review of the bidding documents, including EDR, plans, specifications, and other required deliverables.

Task 8.2 – Design Team Meetings and Sponsor Meetings –This task includes meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members.

Task 8.3 – Agency Meetings –This task includes meetings by the design team, North Dakota Aeronautics Commission, FAA ADO, FAA Tech Ops, FAA ATC Tower manager, MOT staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items.

Task 8.4 – Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, subconsultant oversight, progress reports, budget updates and monthly invoices.

Subconsultants: Barr Engineering of Bloomington, MN will complete the electrical inspection and design.

Exclusions:

1. FAA Reimbursable Agreement and/or flight check coordination
2. Construction inspections
3. Construction administration
4. Contractor coordination
5. Post design services
6. Project Record Drawings
7. FAA Closeout Report

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

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially. Amendment to be approved by Client in advance via written authorization.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.

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

x:\ko\m\minot\common\airport\pm\2022 rwy 13-31 pvmt main\draft-exhibit a2-ls.docx

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
ELECTRICAL VAULT REHABILITATION
ENGINEER'S DESIGN REPORT, FINAL DESIGN, AND PLANS AND SPECIFICATIONS, BIDDING
MINOT INTERNATIONAL AIRPORT (MOT)
MINOT, NORTH DAKOTA

Task No.	Task Description	Principal	Project Manager	Project Engineer	Senior Technician	Environmental Scientist	Admin Technician
Project Formulation							
1.1	Scoping, Review, and Coordination	2	8	10			1
1.2	Project Formulation		4	4			1
Preliminary Design							
2.1	Site Visit and Inspection		4	16			
Engineer's Design Report							
3.1	Engineer's Design Report	1	6	25	8	2	2
<i>Including:</i>							
	Scope of Work						
	Photographs						
	Applicable AIP Standards						
	Airport Operational Safety Considerations						
	Airfield Lighting and Signage						
	Navigational Aids						
	Environmental Considerations						
	Existing Utilities						
	Miscellaneous Work Items						
	Modification to AIP Design Standards						
	AIP Non-eligible Work Items						
	Disadvantaged Business Enterprise (DBE)						
	Project Schedule						
	Engineer's Estimate of Probable Cost						
	Preliminary Project Budget						
Plan Drawings for Vault Rehabilitation							
4.1	Construction Safety and Phasing Plan		4	8	8		
4.2	Construction Plan Sheets		6	25	16		
<i>Including:</i>							
	Title						
	Construction Safety Plan						
	Construction Phasing Plans						
	Terminal Access Route Plan						
	Statement of Estimated Quantities						
	Details and Construction Notes						
	Utility Locations Plan						
	Removal Plan						
	Electrical Plan and Details						
	Vault layout and details						
Construction Bidding Documents for Vault Rehabilitation							
5.1	Construction Bidding Documents	2	4	8			2
FAA Construction Plans and Specifications Full Review							
6.1	FAA Coordination		4	4			
6.2	Review and Address FAA Comments		2	6	4		
Bidding and Contract Award Recommendation							
7.1	Bidding and Award	0	4	4			2
Project Management							
8.1	Quality Control	2	2	4			
8.2	Design Team Meetings & Sponsor Meetings	2	4	6	4		
8.3	Agency Meetings	4	4				
8.4	Overall Project Management	2	8				2
Total hours per labor category		15	64	120	40	2	10

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	15	\$82.21	\$1,233.15
Project Manager	64	\$76.97	\$4,926.08
Project Engineer	120	\$49.11	\$5,893.20
Senior Technician	40	\$45.99	\$1,839.60
Environmental Scientist	2	\$48.00	\$96.00
Admin Technician	2	\$32.45	\$64.90
Total Direct Labor Costs:	243		\$14,052.93
Direct Salary Costs plus Overhead (88%)			\$26,419.51
Total Labor Costs			\$40,472.44

Fixed Fee on Labor Costs (15%) **\$6,070.87**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Flight	2	\$1,000.00	\$2,000.00
Per Diem	4	\$200.00	\$800.00
Computer Charge	243	\$5.80	\$1,409.40
Reproductions / Miscellaneous	1	\$100.00	\$100.00
Subconsultant - Barr Engineering	1	\$39,000.00	\$39,000.00
Total Expenses			\$43,309.40

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee **\$89,852.71**

Estimated Total **\$89,900.00**

December 26, 2023

Ms. Lindsay Reidt, PE
SHORT, ELLIOTT, HENDRICKSON, INC.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

**RE: MINOT INTERNATIONAL AIRPORT (MOT) – ELECTRICAL VAULT IMPROVEMENTS
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear Lindsay:

Thank you for contacting us regarding electrical engineering services for design of the MOT Airport electrical vault improvements. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

PROJECT DESCRIPTION

We understand from your emails received December 6 and 22, 2023 and associated phone conversations that MOT airport would like to replace existing constant current regulators and control system within the existing vault, as recommended by the evaluation report from earlier this year.

We understand also that the airport would like to evaluate options regarding replacement of their existing vault standby generator, to provide a basis of design for a future generator replacement project. This aspect of the work will expand upon the options discussed in the *Evaluation of Existing Airfield Electrical Systems* which was issued in the first quarter 2023.

This proposal is intended to outline our scope of service pertaining to design and bid phase activities. However, we are not including construction phase services in this proposal. Such services may be provided in a separate, future proposal.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Review of existing record documents available.
2. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawing of the vault plan and ATCT plan, as has been our usual method on similar past projects.
3. Provide electrical design redlines for detail sheets for SEH to incorporate in their AutoCAD drawings, as has been our usual method for airfield related plans (2 sheets anticipated).
4. Provide electrical design and AutoCAD drawing production for electrical schematics showing functionality of the proposed new control system (4 sheets anticipated).
5. Provide technical specifications for the electrical work.
6. Bid-phase assistance including addressing questions which may arise from bidders and addenda items as necessary.
7. Work associated with the existing generator will include detailed evaluation of the existing system, as well as evaluating options such as in-kind replacement and whether it would be possible to utilize the existing generator that serves the terminal building. Examination of each option will include a preliminary opinion of probable cost (OPC) to assist in evaluating the best option.
8. Construction phase services are not included in the scope of this proposal.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to a maximum budget in accord with the following amounts:

Electrical Design/Bid.....	\$32,500
Site Visit.....	<u>\$ 6,500</u>
Total Budget.....	\$39,000

Services are billed monthly according to the work complete. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.



Mark E. Ziemer, P.E.

Senior Electrical Engineer

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
AIRPORT FEDERAL AND STATE CAPITAL REVENUES AND CAPITAL
EQUIPMENT EXPENDITURES FOR THE AIRFIELD ELECTRICAL VAULT
PROJECT.**

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

§1: Amend the 2024 budget to increase the Airport Federal and State capital revenues and capital equipment expenditures for the airfield electrical vault project:

11050000-57500	2024500001	89,900
11000000-33200	2024500001	80,910
11000000-33500	2024500001	4,495

§: 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

City of Minot

TO: Mayor
Members of the City Council

FROM: Jennifer Eckman

DATE: February 5, 2024

SUBJECT: EMERGENCY PURCHASE – FUEL FARM JET A PUMP

I. RECOMMENDED ACTION

- A. Retroactively approve the emergency purchase of the pump system for the Jet A fuel tanks at the airport owned fuel farm in an amount not to exceed \$76,010.00.

II. DEPARTMENT CONTACT PERSONS

A. Jennifer Eckman, Airport Director	857-4724
B. Maria Romanick, Airport Operations Manager	857-4724

III. DESCRIPTION

A. Background

On January 14, 2024 the fuel pump for the Jet A fuel tanks at the fuel farm stopped working. The cause was initially unknown, but the temperatures for the weekend were below 20-degrees Fahrenheit. The team of contractors, tenants, and airport staff worked tirelessly for 4-days to find the cause and make a repair that would bring the system back into operation. The Minot AFB, other AvFlight locations, and airports in the region were contacted looking for replacement pumps. Many citizens and visitors to our community were impacted when their flights were delayed or canceled due to this equipment failure.

The City's contractor found that some components in a gearbox had broken. To expedite the process of getting the airport operational, the contractor took components from another broken gearbox and produced a functional gearbox as a temporary measure and the pump was operational on January 17, 2024. The pump went down again on the January 24, 2024, but was fixed the same day.

The temporary repair is not ideal and City staff was informed by the contractor that it is only a matter of time before the pump fails again and is not repairable.

B. Proposed Project

Replace the fuel pump on the Jet A tanks with a two-pump solution. This solution's secondary pump allows commercial airline operations to continue, even in the event that one of the pumps fail.

C. Consultant Selection

O'Day Equipment, LLC is the only service provider in the area able to provide the specific Jet A fuel pump that we require. Therefore, to ensure continued operations at Minot International Airport and to prevent further equipment failures that delay or cancel flights, City staff believes this is our best option. As such, quotes from other companies were not obtained.

IV. IMPACT:

A. Strategic Impact:

The fuel farm is a critical asset for the operations of the airport. The fuel is used not only for the general aviation and commercial air carrier operations, but it is used by emergency responders (e.g. life-flight, civil air patrol, LEO, etc.) during life threatening events.

B. Service/Delivery Impact:

The proposed replacement pumps will improve the City and Airport's service levels. It will allow for the continued full-service operational levels in the event one of the pumps needs to be taken out of service for maintenance or repairs.

C. Fiscal Impact:

The Airport budgeted \$10,000 for updates to a different component of the fuel farm in 2024. The remainder of the costs will be covered by forgoing the planned infrastructure upgrades on the Southside of the airport.

Project Costs

Two Blackmer GNX3A 280 gpm Jet-A Pump Assemblies. (Quoted out on QTE07424) Price - \$31,839.00

Piping & Materials, Electrical, Labor, Expenses, and Installation. *See note below Price - \$44,171.00

Price Total for both portions. Total: \$76,010.00

Note: Above Piping, materials & installation pricing is not to exceed bid price and may be reduced depending on work being completed in less time than estimated.

Project Funding

44387 – AIRSIDE FUEL FARM - \$10,000.00

57200 – INFRASTRUCTURE - \$66,010.00

V. CITY COUNCIL ASPIRATIONS

The City Council aspirations that are achieved by adopting the proposed recommendation - Resilient and Prepared.

VI. ALTERNATIVES

Alternative 1: The City Council could choose to take no action. The impact of this decision would be if the pump fails in the future it may take more time and money to get the fuel farm back into operations and the lack of fuel could impact general aviation and commercial air carrier operations as well as operations for emergency responders during life threatening events

Alternative 2: The City Council could choose to advise staff to get another quote for a single pump solution. The impact would be financially less expensive, but would leave the airport without an alternative or backup pump in the event the single pump solution fails.

VII. TIME CONSTRAINTS

This is considered an emergency purpose as the rebuilt pump has already proven to be a temporary solution and will need to be replaced as soon as possible in order to continue

operations. O'Day Equipment, LLC has indicated an estimated timeline of 30-90 days for the replacement pump to arrive at MOT. Considering the current temporary solution has proven to not be viable, the parts need to be ordered as soon as possible to mitigate an extensive delay in the event that the rebuilt pump fails.

VIII. LIST OF ATTACHMENTS

- A. Minot International Airport Pump Proposal



Petroleum • Chemical • Industrial • Agriculture • Commercial
800-654-6329 • www.odayequipment.com

January 30, 2024

Alex Choi
Minot International Airport
305 Airport Rd.
Minot, ND 58703
alex.choi@minotnd.gov

RE: Redundant Jet-A Pump Addition including piping and electrical

Proposed Work:

Supply two GNX3A 280 gpm Jet-A pump assemblies already quoted on QTE07424. Also supply two new stainless steel containment pump boxes. Tie into existing welded piping to add new 3" stainless steel weld tees, 3" stainless steel pipe, 3" stainless steel weld elbows, 3" stainless steel flanges, and 3" stainless steel ball valves. Piping will be all welded and incorporated into the discharge line on existing Jet-A outbound filter assembly. Supplied electrical will include additional wire materials for additional pump motor, explosion proof double throw switch for motor selection. A common motor feed to avoid boring for an additional pipe. Will also supply explosion proof flexes added to both motors to reduce any vibrations issues.

Proposed work will be done with the least amount of down time as possible. New piping lines will be measured on site and be welded off site in a controlled environment and tested for leaks.

Pricing:

Two Blackmer GNX3A 280 gpm Jet-A Pump Assemblies. (Quoted out on QTE07424) Price - \$31,839.00

Piping & Materials, Electrical, Labor, Expenses, and Installation. *See note below Price - \$44,171.00

Price Total for both portions. Total: \$76,010.00

Note: Above Piping, materials & installation pricing is not to exceed bid price and maybe reduced depending on work being completed in less time than estimated.

Exclusions:

1. Winter or below freezing work conditions are not included.

2. Concrete removal or placement not included.
3. Our price does not include excavation, hauling or disposal. Erosion control is not included.
4. Our price does not include any boring for electrical work.
5. Any environmental analysis of soil and/or water.

Payment Terms: Invoices will be due 10 days after receipt

Shipping: All materials are quoted FOB Job Location.

O'DAY EQUIPMENT, LLC

Rich Olson



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: February 1, 2024

SUBJECT: Project Bee and Broadway Circle Actions

I. RECOMMENDED ACTION

1. It is recommended City Council approve the Mutual Termination Agreement with Project BEE for sub-recipient agreements related to the Broadway Circle Project;
2. Accept Assignment of the Mattson Construction Contract;
3. Accept Assignment of the EAPC Construction Management Contract;
4. Authorize the Mayor and Finance Director to sign all necessary documents;
5. Approve the necessary Budget Amendment; and
6. Approve Staff proceeding with payment of pay orders prior to a Second Reading.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 857-4750
Chris Plank, NDR Grant Manager, 857-1553
Dave Lakefield, Finance Director, 857-4784

III. DESCRIPTION

Background

Given some recent challenges Project BEE and City Staff deem it necessary to mutually terminate the three sub-recipient agreements related to the Broadway Circle project. Project BEE no longer has the financial capacity to complete the project.

In order to complete the project, avoid further cost increases, and to protect the City's credibility with the Federal government for current and future funding it is recommended the City complete the project. Completion would include:

1. Mutually terminate the sub-recipient agreements with Project Bee
 1. Sub-Recipient Agreement NDR007 (LMI Housing)
 2. Sub-Recipient Agreement NDR010 (Family Homeless Shelter)
 3. Allocation 1 Sub-Recipient Agreement (LMI Housing)
2. Accept assignment of the Mattson Construction Contract
 1. Original contract amount was for \$7,540,000
 2. Approved Change Orders are \$181,722.75
 3. Pending Change Orders are \$39,331.06 (makes total contract \$7,761,053.81)
 4. Total still owed to Mattson under the contract is \$4,482,073.31
 5. Federal funding the City still has available for the project is \$3,616,321.19
 6. Remaining additional City funding needed to fulfill the construction contract is \$865,752.12
3. Accept assignment of the EAPC Construction Management Contract
 1. Original contract amount was for \$361,092.00
 2. Approved Amendments/Reimbursables \$38,535.95 (makes total contract \$399,627.95)
 3. Remaining amount of the contract to be paid is \$26,915.86
4. Approve the recommended Budget Amendment
 1. Includes \$865,752.12 for Mattson Construction Contract
 2. Includes \$26,915.86 for EAP

4. Approves \$448,207.33 as a 10% contingency for the remaining construction
5. Funds will come from General Fund Reserves
6. Approve Staff to proceed with payment of Pay Orders past due to Mattson Construction and EAPC prior to a second reading.

IV. IMPACT:

Strategic Impact:

Protects access to current and future Federal funding (NAWS, Flood Control, Transportation, Transit, and CDBG Entitlement)

Service/Delivery Impact:

Completes the construction of the Family Homeless Shelter and 17 units of LMI housing

Fiscal Impact:

Potentially uses \$1,340,875.31 of General Fund Reserves. Funds could be recouped through lease or sale of the property in the future once an operator is found. During ownership the City will receive existing tenant rental payments. Staff is exploring other potential funding from other sources to minimize use of City General Fund Reserves.

Project BEE also still has some remaining donations and contributions towards the Broadway Circle Project that will be transferred to the City.

V. CITY COUNCIL ASPIRATIONS

Meets the Aspirations of *Excellent and Connected, and Resilient and Prepared.*

VI. ALTERNATIVES

1. Council could choose not to agree to the Mutual Termination or assignment of contracts seek other remedies against Project BEE.
2. Council could accept the Mutual Termination and pause the project to seek another sub- recipient.
3. Council could stop the project and return funds to HUD.

VII. TIME CONSTRAINTS

To minimize additional costs it is in the best interest of the City to have Mattson Construction continue working on the project at their current contracted prices. Any delay increases the costs and the timeline of construction.

VIII. LIST OF ATTACHMENTS

- A. Mutual Termination Agreement and Exhibits
- B. Assignment of Mattson Construction Contract
- C. Assignment of EAPC Construction Management Contract
- D. Budget Amendment

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2023 ANNUAL BUDGET TO INCREASE THE
CITY COUNCIL COMMUNITY CONTRIBUTIONS EXPENDITURES FOR THE
BROADWAY CIRCLE PROJECT CONSTRUCTION AND APPROVE THE TRANSFER
AND USE OF GENERAL FUND CASH RESERVES.**

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

§1: An ordinance amending the 2023 annual budget to increase the City Council community contributions expenditures for the Broadway Circle Project Construction:

10011000-48100	2024110001	\$1,340,876
----------------	------------	-------------

§2: Approve the transfer of funds:

10011000-49101		\$1,340,875.31
10000000-39101	2024110001	(1,340,875.31)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TERMINATION AGREEMENT

This Termination Agreement (Agreement) is entered into by and between the City of Minot (City), a municipal corporation and political subdivision of the State of North Dakota, and Project BEE (Project BEE), collectively referred to herein as the Parties, to terminate the following agreements, collectively referred to herein as the Subrecipient Agreements:

1. Sub-Recipient Agreement NDR007, A Sub-Recipient Agreement Between the City of Minot (Grantee) and Project BEE (Sub-Recipient) for CDBG-National Disaster Resilience Programs entered into on November 23, 2021 to develop and construct seventeen (17) affordable rental units for low and moderate income (LMI) households.
2. Sub-Recipient Agreement NDR010, A Sub-Recipient Agreement Between the City of Minot (Grantee) and Project BEE (Sub-Recipient) for the National Disaster Resilience Program entered into on November 23, 2021 for the development of Family Homeless Shelter with 6 (six) emergency shelter units for low to moderate-income (LMI) households.
3. Allocation 1 Sub-Recipient Agreement, A Sub-Recipient Agreement Between the City of Minot (Grantee) and Project BEE (Sub-Recipient) for CDBG-Disaster Recovery Program entered into on April 3, 2023 to develop and construct seventeen (17) affordable rental units for low and moderate income (LMI) households.

WHEREAS, in Sub-Recipient Agreement NDR007, the City agreed to provide up to \$2,117,966.00 in CDBG-National Disaster Resilience Program funding to Project BEE for the construction of seventeen affordable rental units for LMI households; and

WHEREAS, in Sub-Recipient Agreement NDR010, the City agreed to provide up to \$2,213,532.00 of the City's National Disaster Resilience Program award to Project BEE for the development of the Family Homeless Shelter with six emergency shelter units for LMI households; and

WHEREAS, in Allocation 1 Sub-Recipient Agreement, the City agreed to provide up to \$1,783,960.00 of the City's Federal CDBG-Disaster Recovery award to Project BEE for the development and construction of seventeen affordable rental units for LMI households; and

WHEREAS, the funds to be disbursed under the Subrecipient Agreements, by the City to Project Bee, were to be in the form of a grant to reimburse eligible expenses associated with the development of the projects for which they were approved; and

WHEREAS, the City maintains that the following amounts have been disbursed to Project BEE under the Subrecipient Agreements:

<u>Agreement</u>	<u>Funds Disbursed as of January 29, 2024</u>
Sub-Recipient Agreement NDR007	\$285,604.81
Sub-Recipient Agreement NDR010	\$2,213,532.00

Allocation 1 Sub-Recipient Agreement	\$0.00
--------------------------------------	--------

WHEREAS, Project BEE is presently the owner of real property located at 1901 South Broadway, Minot, North Dakota, which was purchased using CDBG-NDR funds and state CDBG funds, and is more particularly described as follows:

Broadway Circle Addition, Lot 1, Block 1
 Broadway Circle Addition, Lot 2, Block 1
 Ward County, North Dakota

("Property")

WHEREAS, Project BEE is also the owner of the improvements located on the Property, much of which were constructed, developed, or improved using the funding provided under its Subrecipient Agreements with the City; and

WHEREAS, the Property has a current value of \$1,605,000.00 as assessed by the Minot City Assessor; and

WHEREAS, Project BEE has advised the City that it cannot perform its remaining obligations under the Subrecipient Agreements; and

WHEREAS, Project BEE has informed the City that there are at least two contractors that have performed services in connection with the Property since Project BEE acquired the Property, and that based upon their information and belief, these contractors are owed approximately \$4,508,989.17 which shall be referred to in this Agreement as the "Contractor Liability", and is more particularly described as follows:

<u>Contractor</u>	<u>Liability as of January 29, 2024</u>
Mattson Construction Corporation	\$4,482,073.31
Engineers – Architects, PC (EAPC)	\$26,915.86
Total	\$4,508,989.17

WHEREAS, Project BEE has informed the City that the 2023 property taxes on the Property are due on in the amount of \$4,183.83, which is referred to in this Agreement as the "Tax Liability"; and

WHEREAS, Project BEE has informed the City that it cannot satisfy the Contractor Liability and Tax Liability and the recourse for these parties is to contact Project BEE directly for payment; and

WHEREAS, the City maintains that Project BEE remains liable to the City in the amount of \$892,667.98 to complete Project BEE's obligations under the Subrecipient Agreements while Project Bee maintains that no funds are owed to the City under the Subrecipient Agreements; and

WHEREAS, the City has informed Project BEE that while it disclaims having any present contractual liability or obligation to the contractors engaged by Project BEE to complete the projects described in the Subrecipient Agreements, the City intends to assume the following

contracts from Project Bee, including Project Bee's contractual liabilities and known obligations thereunder, with the exception of cost overages attributable to Project Bee's failure to perform its obligations under the Subrecipient Agreements:

<u>Contractor</u>	<u>Known Liability as of January 29, 2024</u>
Mattson Construction Corporation	\$4,482,073.31
Engineers – Architects, PC (EAPC)	\$26,915.86
Total	\$4,508,989.17

WHEREAS, conveyance of the Property to the City will enable the City to maintain compliance with the requirements and obligations of its financial award agreements for CDBG-NDR and CDBG-DR funds; and

WHEREAS, Project BEE acknowledges that on or before execution of this Agreement, it will provide to the City all records it has in its possession, and any and all records that may come into its possession, that pertain to the requirements, obligations, record keeping requirements, and other relevant documents that are described in the Subrecipient Agreements as documents that must be turned over to the City at the City's Request; and

WHEREAS, the City and Project BEE now desire to mutually terminate these agreements, and through this Agreement, bind themselves to termination conditions, establish a termination date, transfer all of Project Bee's ownership interest in the Property to the City, and assign Project Bee's interests in its contracts with Mattson Construction Corporation and EAPC to the City; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Termination of Subrecipient Agreements. Sub-Recipient Agreement NDR007, Sub-Recipient Agreement NDR010, and Allocation 1 Sub-Recipient Agreement shall all terminate on February 6, 2024 at 8:00am (Termination Date). The Parties shall be released from all duties and obligations contained in the Subrecipient Agreements that arise after the Termination Date.
3. Termination Sum. Project BEE shall pay the City the sum of \$892,667.98, from any donations, contributions, restitution orders, or insurance proceeds dedicated to completing Project Bee's obligations under the Subrecipient Agreements, and any Program Income received or due under the Subrecipient Agreements (collectively defined as the "Termination Sum"), which amounts to repayment of the funds allocated to them by the City and others in order to complete their duties and obligations under the Sub-Recipient Agreements. Project BEE's income from programs outside of the Subrecipient Agreements and specific bequests for other programs outside of the Subrecipient Agreements may not be used to reimburse the City the Termination Sum in order for Project BEE to continue to provider services for other programs,

including but not limited to the warming shelter, diaper pantry, homeless services, and shower programs.

- a. **“Program Income” Defined:** Program Income as the term is used in this Agreement shall include any and all income generated from the Property, including any lease payments and interest earned on accounts. If there is any question as to whether income received is considered Program Income, the term shall have the same meaning as found in 2 CFR 200.307
4. **Rental Income.** Project BEE represents that it has two tenants on the property:
 - a. Chen Chen Huan s/b/a Grand Hibachi Buffet, Inc. whose lease term commenced on April 6, 2020 with a term of five years, with two – five year extensions unless sooner terminated. The premises leased is Suite 1, located at 1901 S. Broadway, Minot, ND 58701. Rent is payable the first of each succeeding calendar month during the term of the lease in the amount of \$4,244.84. No security deposit was required under the terms of this lease.
 - b. The Welcome Table, a/k/a: The Lord’s Cupboard, whose lease term commenced on December 1, 2023 and expires at midnight on December 31, 2033, with an option to renew the lease for an additional ten years. The premises leased is Suite 2, located at 1901 S. Broadway, Minot, ND 58701. Rent is payable the first of each month in the amount of \$2,500.00, and this tenant also was required under the lease to provide a security deposit in the amount of \$2,500.00. Project Bee agrees that it will forward this security deposit to the City of Minot.
5. **Purchase Agreement.** The Parties agree to execute the Purchase Agreement in a form attached hereto as Exhibit 1 at the same time this Agreement is executed. The Parties further agree to abide by the terms of the attached Purchase Agreement. The parties acknowledge and understand that any transfer of interest in the Property to the City may be subject to claims by contractors and Ward County, North Dakota based on the Contractor Liability and Tax Liability.
6. **Real Property Conveyance (Quit Claim Deed).** Project BEE shall convey a Quit Claim Deed to the City in substantially the same form as the Quit Claim Deed attached as Exhibit 2.
7. **Assignment of Construction Contract.** Project BEE shall assign their interest in their construction contract with Mattson Construction Co., entered into on April 26th, 2022 to complete the Broadway Circle Project BEE Project (EAPC Project #20204441) to the City.
8. **Assignment of Architectural Consulting Services Contract.** Project BEE shall assign their interest in their consulting contract Engineers-Architects, P.C.

(EAPC), entered into on December 7, 2021 for architectural and construction management services to the City.

9. Assignment of all Rental Leases. Project BEE shall assign their interest in any present leases on the Property to the City.
10. Assignment of all Storage Leases, Equipment, Building Materials, and other Items Purchased with Funds Received from Subrecipient Agreements. Project BEE shall assign their interest in any and all storage leases, equipment, building materials, and all other items purchased with funds received from the City of Minot through the Subrecipient Agreements, items purchased with Program Income, or purchased with funds from other sources for the purpose of completing Project Bee's obligations under the Subrecipient Agreements. This requirement shall survive termination of the Subrecipient Agreements. Should any items/leases/or other things of any kind of nature be discovered to have been purchased with funding received from the City of Minot through the Subrecipient Agreements, or to satisfy Project Bee's obligations under the Subrecipient Agreements, those items will be promptly delivered to the City of Minot. The City, in its sole discretion, can refuse assignment or to take possession of any such items.
11. Records. All records required to be maintained by Project BEE per the terms of the Subrecipient Agreements shall be provided to the City as Project BEE comes into possession of such records.
12. Records Maintenance. The records described in Sub-Recipient Agreements shall remain accessible to the City upon written request by the City. Public records relating to this Agreement and the Sub-Recipient Agreements shall be retained by the Parties in accordance with North Dakota's open records laws.
13. Satisfaction. In exchange for the execution of this Agreement, the Purchase Agreement, delivery of a Quit Claim Deed, assignment of its construction contract with Mattson Construction Company, assignment of its architectural consulting services contract with EAPC, assignment of its rental leases on the Property, and delivery of the records required to be maintained by Project BEE pursuant to the terms of each Subrecipient Agreement that it presently has in its possession, the Subrecipient Agreements shall be terminated. Project Bee's liability for the Termination Sum shall survive the termination of the Subrecipient Agreements. Project Bee's requirement to deliver records required to be maintained by Project BEE pursuant to the Subrecipient Agreements shall also survive termination of the agreements.
 - a. Additional Acts. The Parties agree to perform such acts and to prepare, execute, file, or record any document or instrument reasonably required to comply with the terms of the Purchase Agreement attached hereto, or to give full force and effect to this Agreement.

14. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement and termination of Sub-Recipient Agreements, including any attorney fees.

15. Project Bee's Representations and Warranties. Project BEE represents and warrants the following as a material inducement for the City to enter into this Agreement:

- a. Project BEE is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which Project BEE is a party or by which Project BEE is bound.
- b. All actions required to authorize Project BEE to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project Bee, enforceable in accordance with its terms.
- c. The person executing this Agreement on behalf of Project BEE has the full power and authority to bind Project BEE to the terms hereof.

16. Non-Litigation Covenant. The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding the mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.

17. Binding Effect. The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.

18. City's Representations and Warranties. The City represents and warrants the following as a material inducement for the City to enter into this Agreement:

- a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the

terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.

- b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project Bee, enforceable in accordance with its terms.
- c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.

19. Non-Disparagement. Each Party agrees it shall not at any time make, publish, or communicate to any person or to any public forum any defamatory or disparaging remarks, comments, or statements concerning the projects related to the Subrecipient Agreements, the underlying dispute, or the allegations contained in this Agreement. This section does not, in any way, restrict or impede any Party from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any law, statute, code, ordinance, order, rule, rules of common law, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization, or other legal requirement of any governmental authority, provided that such compliance does not exceed that required by such legal requirement. The obligations contained in this section survive the termination of the Subrecipient Agreements.

20. Notices. Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:

- a. To City: City of Minot
Attn: City Clerk
P.O. Box 5006
Minot, ND 58702-5006
- b. To Project BEE: Project Bee
Attn: Executive Director
205 3rd St SE
Minot, ND 58701

21. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.

22. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

- a. Transfers and Assignments. Project BEE shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement, including the Property, Program Income, and any assets purchased using funds from the Subrecipient Agreements described herein, without first obtaining the prior written consent of the City.

23. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.

24. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.

25. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.

26. Further Assurances. The City and Project BEE hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.

27. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms.

28. **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

GRANTEE: CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

Date

SUB-RECIPIENT: PROJECT BEE

Title:

Date

Attest:

Title:

Date

EXHIBIT 1

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between Project Bee, a non-profit organization organized in the state of North Dakota, whose post office address is _____, hereinafter called "Seller", and the City of Minot, a North Dakota municipal corporation, whose post office address is P.O. Box 5006, Minot, ND 58702-5006, hereinafter called "City."

WITNESSETH, that the Seller agrees to sell and the City agrees to purchase, upon the terms and conditions hereinafter set forth, the following described real property and all appurtenances thereunto belonging, owned by the Seller and located in the County of Ward, State of North Dakota, to-wit:

Broadway Circle Addition, Lot 1, Block 1
Broadway Circle Addition, Lot 2, Block 1
Ward County, North Dakota

Street Address: 1901 South Broadway; Minot, North Dakota

Tax Parcel ID: MI25F770100010
MI25F770100020

In further consideration of the covenants and obligations contained herein, the Parties agree as follows:

1. PURCHASE PRICE. The purchase price for all of the Seller's right, title and interest in the Property shall be one and 00/100 Dollars (\$1.00), payable at Closing. Additional consideration for this Purchase Agreement is the termination of three sub-recipient agreements between the City and Project Bee. Except as otherwise provided herein, the Seller shall receive no other compensation from the City for the Seller's right, title, and interest in the Property.

2. ABSTRACT AND TITLE INSURANCE. Prior to Closing, Seller shall provide the City possession of an abstract of title or title insurance policy showing marketable title of the Seller to the real estate described in this agreement. The cost of any abstract continuation or provision of title insurance shall be paid by the City. In the event that Seller is unable to deliver an existing abstract or title insurance policy to the City, the cost of creating a new abstract or acquisition of title insurance shall be paid by the City. Seller agrees to cooperate with the City and to execute all documents necessary to demonstrate or obtain marketable title to the property. Upon Closing, all abstracts and title insurance policies shall become the property of the City.

If Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects delivered to the Seller, then this agreement may be terminated at the option of the City, except that the City may waive defects and elect to close the purchase.

3. DEED. Seller shall, on full compliance by City with the promises herein, execute and deliver to City a Quit Claim Deed, in recordable form, conveying marketable title.

4. CLOSING DATE. This transaction shall be finally closed and a Quit Claim Deed as required herein delivered to the City by February 6, 2024.

5. POSSESSION. City shall be entitled to possession of the Property at the Closing. Key exchange for Building A with Project Bee shall occur on or before February 12, 2024.

6. INSPECTION OF PROPERTY. City shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to Closing. Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this agreement for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this agreement.

7. REMOVAL OF PERSONAL PROPERTY. Within thirty (30) days of the Closing Date, Seller at its own expense shall remove all personal property not purchased with CDBG-NDR funds or Program Income which Seller wishes to retain. Also, within thirty (30) days of the Closing Date, Seller shall execute and deliver to the City the Certificate of Removal of Personal Property attached as Exhibit "A." Any personal property remaining in the structure at the time of Closing will become the property of the City. Personal property needs to be demonstrated by the seller to have not been acquired or benefited with Community Development Block Grant (CDBG) or CDBG National Disaster Recovery Funds.

8. NO HOLDOVER PERIOD FOR OCCUPANTS. Seller shall ensure that its property is removed from the Property within thirty (30) days of the Closing Date.

9. STATUS QUO MAINTAINED. Except as otherwise authorized by City, the Property shall be preserved in its present condition and Seller shall deliver it intact at the time of closing. In the event salvage is authorized, the replacement value of the salvaged items will be deducted from the Purchase Price stated in paragraph 1. All risk of loss or damage to the Property is on Seller until closing. Prior to closing, Seller shall promptly give written notice to the City of any salvage, loss or damage to the Property. In the event of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to terminate this Purchase Agreement effective immediately. However, in the case of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to: (1) take possession of the Property upon completion of the terms and obligations of this Purchase Agreement; (2) terminate this agreement effective immediately; or (3) renegotiate the Purchase Price.

10. TAXES. Seller shall assume all taxes on the Property through date of closing and all unpaid taxes for prior years, including property taxes for 2023. The Seller acknowledges and agrees that there are property taxes due for 2023 in the amount of \$4,183.83 ("Tax Liability"), and the Buyer is not responsible in satisfying the Tax Liability.

11. CONTRACTOR LIABILITY. The Buyer acknowledges and agrees that:

A. There may be several contractors who have performed services in connection with the Property since Project BEE acquired the Property;

B. Unpaid contractor bills are known by the parties to be as follows: (the "Contractor Liability")

Contractor	Known Liability as of January 29, 2024
Mattson Construction Corporation	\$4,482,073.31
Engineers – Architects, PC (EAPC)	\$26,915.86
Total	\$4,508,989.17

C. The Contractor Liability may be partially satisfied by the City, and any unpaid liability shall be the responsibility of Project Bee.

12. **SPECIAL ASSESSMENTS.** Buyer agrees to assume any and all unpaid special assessments including but not limited to any uncertified balance of special assessments.

13. **TIME IS OF THE ESSENCE.** Time is of the essence of this agreement.

14. **LEASES.** Seller represents and warrants to City that, except as stated herein, there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. Seller shall hold harmless and indemnify City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property except as listed below:

- a. Chen Chen Huan s/b/a Grand Hibachi Buffet, Inc. whose lease term commenced on April 6, 2020 with a term of five years, with two – five year extensions unless sooner terminated. The premises leased is Suite 1, located at 1901 S. Broadway, Minot, ND 58701. Rent is payable the first of each succeeding calendar month during the term of the lease in the amount of \$4,244.84. No security deposit was required under the terms of this lease.
- b. The Welcome Table, a/k/a: The Lord's Cupboard, whose lease term commenced on December 1, 2023 and expires at midnight on December 31, 2033, with an option to renew the lease for an additional ten years. The premises leased is Suite 2, located at 1901 S. Broadway, Minot, ND 58701. Rent is payable the first of each month in the amount of \$2,500.00, and this tenant also was required under the lease to provide a security deposit in the amount of \$2,500.00. Project Bee agrees that it will forward this security deposit to the City of Minot.

Sellers Initials

If any tenant or occupant should move out of the Property after the date of this agreement, Seller agrees not to lease or rent such vacated unit to any other person or otherwise allow any occupancy of such vacated unit. Other than the consideration stated in paragraph 1, Seller shall not receive any additional payment, consideration or compensation for loss of rent or reimbursement of any expenses related to any vacancies.

15. ENVIRONMENTAL MATTERS.

A. Environmental Representations and Warranties. For purposes of this agreement, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (i) the Resource Conservation and Recovery Act to 1976, 42 U.S.C. 6901 et.seq. (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (Pub. Law. 96-510) (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499) (SARA) codified at 42 U.S.C. 9601 et.seq.; (iii) Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) North Dakota Code Chapter 19-21; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance" or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "Environmental Laws"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.

B. Additional Environmental Provisions. If Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the property, or otherwise learns of any release or presence of any hazardous waste or hazardous substance on any portion of the Property, Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City in its sole and irrevocable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may terminate this agreement effective immediately.

16. CONTRACT BINDING ON SUCCESSORS IN INTEREST. The document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective Parties.

17. INTENTION OF USE OF WORDS AND PHRASES. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

18. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

19. NO COMMISSION. Each party hereto represents to the other that no real estate commission shall be due on the conveyance contemplated by this agreement.

20. ENTIRE AGREEMENT. The Termination Agreement and this Purchase Agreement contains the entire agreement between the Parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth in this Agreement or the Termination Agreement by and between the City of Minot and Project Bee, dated _____, 2024.

21. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification is in writing, duly stated and signed by both Parties.

22. EXHIBITS. Exhibit "A" (Certificate of Removal of Personal Property) and Exhibit "B" (Bill of Sale) are attached hereto and by this reference made a part hereof.

The City hereby agrees to purchase the Property described in this agreement for the price and on the terms and conditions set forth in this Purchase Agreement.

CITY OF MINOT, a North Dakota
municipal corporation

Mayor

Finance Director

City Clerk

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

On this _____ day of _____, 2024, before me, a Notary Public within and for said County and State, personally appeared Thomas Ross, Mayor, David Lakefield, Finance Director, and Mikayla McWilliams, City Clerk, known to me to be the persons described in and who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same on behalf of the City of Minot.

Notary Public

Seller hereby agrees to sell the above-described Property at the price and on the terms and conditions set forth in this agreement.

PROJECT BEE

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this _____ day of _____, 2024 before me, a Notary Public, in and for the State of North Dakota, personally appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Notary Public

EXHIBIT A

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY

_____, hereby states that Project BEE has removed all wanted personal property, equipment, furnishing and appliances from the site at _____, Minot, ND. Project BEE further declares that any and all personal property of Project BEE remaining on the premises is hereby abandoned and Project BEE relinquishes any further claim or interest thereto.

This document shall be effective as of the date of closing.

PROJECT BEE

STATE OF NORTH DAKOTA)
COUNTY OF WARD)
)ss)

On this _____ day of _____, 2024 before me, a Notary Public, in and for the State of North Dakota, personally appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Notary Public

EXHIBIT B

BILL OF SALE

Project Bee, hereinafter the "Seller", for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer, and release to the City of Minot, North Dakota, all the Seller's right, title and interest in all fixtures, improvements, furnishings, appliances, and personal property located on the premises at 1901 S Broadway, Minot, ND and legally described as:

Broadway Circle Addition, Lot 1, Block 1
Broadway Circle Addition, Lot 2, Block 1
Ward County, North Dakota

Street Address: 1901 South Broadway; Minot, North Dakota

Tax Parcel ID: MI25F770100010
MI25F770100020

As is, where is, and with all faults.

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window insert types, door chimes, built-in items on electrical service cable, and all equipment within the building improvements, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants except:

This document shall be effective as of the date of closing.

Dates this _____ day of _____, 2024.

PROJECT BEE

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

On this _____ day of _____, 2024 before me, a Notary Public, in and for the State of North Dakota, personally appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Notary Public

EXHIBIT 2

QUIT CLAIM DEED

THIS INDENTURE, made this ____ day of _____, 20____, between the City of Minot, a municipal corporation under the laws of the State of North Dakota, whose post office address is P.O. Box 5006, Minot, North Dakota, 58702-5006, hereinafter referred to as "Grantee", and Project BEE, whose mailing address is 400 E Central Ave. Suite 302, Minot, ND 58701, hereinafter referred to as "Grantor";

For and in consideration of the sum of one dollars (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby QUIT CLAIM, GRANT, AND CONVEY to the Grantee, all of its right, title, and interest in and to the following real property lying and being in the County of Ward, State of North Dakota, and described as follows, to-wit:

Broadway Circle Addition, Lot 1, Block 1
Broadway Circle Addition, Lot 2, Block 1
Ward County, North Dakota

Subject to any easement, lease, right-of-way, or other encumbrance of record, together with all hereditaments and appurtenances belonging thereto;

WITNESS, the hand of the Grantor.

PROJECT BEE

Title:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

On this ____ day of _____, 2024, before me, a Notary Public in and for said county and state, personally appeared _____, known to me to be _____, who are described in and who executed the within instrument and acknowledged to me that they executed the same.

Notary Public, Ward County, ND
My Commission Expires:

I certify that the requirement for a report of statement of full consideration paid does not apply because this deed is for one of the transactions exempted by Sub-divisions (f) and (h) of Subdivision 6 of N.D.C.C. § 11-18-02.2.

Signed: _____ (Grantee/Agent)
Dated: _____



CONTRACT ASSIGNMENT AGREEMENT

Broadway Circle Construction Contract

This Assignment Agreement (Agreement), is entered into by and between the City of Minot (City/Assignee), a municipal corporation and political subdivision of the State of North Dakota, Project BEE (Project BEE/Assignor), and Mattson Construction Company (Mattson Construction), collectively referred to herein as the Parties, to assign Project BEE's interest in the following construction contract to the City of Minot:

1. AIA Document A101-2017, A Standard Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum entered into on April 26, 2022 by and between Project BEE, and Mattson Construction Company (Contractor) to construct the Broadway Circle Project BEE located at 1901 S. Broadway, Minot, ND 58701 (EAPC Project # 20204441). This document is attached hereto as Exhibit A, is referred to throughout this Agreement as the "Broadway Circle Construction Contract."

WHEREAS, Project BEE/Assignor entered into three subrecipient agreements with the City/Assignee to construct seventeen affordable rental units for LMI households and to develop a Family Homeless Shelter with six emergency shelter units for LMI households, hereinafter referred to as the "Broadway Circle Project"; and

WHEREAS, Project BEE/Assignor entered into the Broadway Circle Construction Contract with Mattson Construction for the purpose of constructing the Broadway Circle Project; and

WHEREAS, Project BEE/Assignor advised the City that it cannot complete its remaining obligations under its subrecipient agreements with the City/Assignee; and

WHEREAS, Project BEE/Assignor wishes to assign their rights and obligations under the Broadway Circle Construction Contract to the City/Assignee; and

WHEREAS, City/Assignee wishes to assume the majority of Project BEE/Assignor's rights and obligations under the Broadway Circle Construction Contract in order to ensure completion of the Broadway Circle Project; and

WHEREAS, Mattson Construction consents to Project BEE/Assignor assigning most of their rights and obligations under the Broadway Circle Construction Contract to the City/Assignee; and

WHEREAS, assignment of this Agreement will allow the City/Assignee and Mattson Construction Company to continue the Broadway Circle Project under the terms and conditions negotiated in the Broadway Circle Construction Contract and this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Assignment of Broadway Circle Construction Contract. Project BEE/Assignor and the City/Assignee hereby agree that Project BEE/Assignor shall assign, and City/Assignee shall assume, all of Project BEE/Assignor's rights, titles, and interests, obligations, responsibilities, and duties under the Broadway Circle Construction Contract unless stated otherwise in this Agreement on February 6, 2024 at 8:00 a.m. (Assignment Date).
3. Mutual Agreements and Modifications to Broadway Circle Construction Contract.
 - a. City/Assignee and Mattson Construction mutually agree that that portion of the Broadway Circle Project consisting of buildings A, B, and C are above the 50% mark, and upon execution of this Agreement, the retainage will be paid directly from City/Assignee to Mattson Construction on building A, and the retainage will be reduced to 5% on the remainder of the Broadway Circle Project; and
 - b. City/Assignee will put a 10% contingency in place to ensure any approved future change orders are covered; and
 - c. Building B will not be occupied until construction has been completed on building C. The 5% remaining retainage will not be released until both buildings are complete and receive a certificate of occupancy.
4. Assignment Agreement Contingent upon Execution of Mutual Termination Agreement. Project BEE/Assignor and City/Assignee have also executed a Mutual Termination Agreement dated [REDACTED] (Mutual Termination Agreement). The Parties acknowledge, understand, and agree that this Agreement shall be terminable at the City/Assignee's option should Project BEE/Assignor fail to comply with any of the terms and conditions of the Mutual Termination Agreement.
5. Indemnification by Project BEE/Assignor. Notwithstanding the foregoing, Project BEE/Assignor agrees to defend and indemnify City/Assignee and Mattson Construction from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from Project BEE/Assignor's performance before and after their assignment of the Broadway Circle Construction Contract to the City/Assignee.
6. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement.
7. Project BEE's Representations and Warranties. Project BEE represents and warrants the following as a material inducement for the City to enter into this Agreement:
 - a. Project BEE is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under

the terms and provisions of any agreement, law, or court order to which Project BEE is a party or by which Project BEE is bound.

- b. All actions required to authorize Project BEE to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.
- c. The person executing this Agreement on behalf of Project BEE has the full power and authority to bind Project BEE to the terms hereof.

8. **Non-Litigation Covenant.** The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding the mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.

9. **Binding Effect.** The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.

10. **City's Representations and Warranties.** The City represents and warrants the following as a material inducement for the City to enter into this Agreement:

- a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.
- b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.
- c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.

11. **Notices.** Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:

- a. To City/Assignee: City of Minot

Attn: City Clerk
P.O. Box 5006
Minot, ND 58702-5006

b. To Project BEE/
Assignor: Project BEE
205 – 3rd St. SE
Minot, ND 58701

c. Mattson
Construction: 4321 East Burdick Expy.
Minot, ND 58701

12. Records Maintenance. The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the City upon written request by the City.
13. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.
14. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.
 - a. Transfers and Assignments. The Parties shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement without first obtaining the prior written consent of the City.
15. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.
16. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.

17. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.

18. Further Assurances. The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.

19. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.

20. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

ASSIGNEE: CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

ASSIGNOR: PROJECT BEE

Title:

Date

Attest:

Title:

Date

Date

By signing below, Mattson Construction Corporation hereby consents to the assignment of the Broadway Circle Contract from Project BEE/Assignor to the City of Minot/Assignee as described in this Agreement, to include the modifications described in paragraph 3.



Title: VP

Date Feb 5, 2024

Title:

Date



CONTRACT ASSIGNMENT AGREEMENT

Broadway Circle Consultant Contracts

This Assignment Agreement (Agreement), is entered into by and between the City of Minot (City/Assignee), a municipal corporation and political subdivision of the State of North Dakota, Project BEE (Project BEE/Assignor), and Engineers-Architects, P.C. (EAPC), collectively referred to herein as the Parties, to assign Project BEE's interest in the following construction consultant contracts to the City of Minot:

1. AIA Document B101-2017, A Standard Form of Agreement between Owner and Architect entered into on December 7, 2021 by and between Project BEE, and EAPC for engineering and design services related to the Broadway Circle Project BEE located at 1901 S. Broadway, Minot, ND 58701 (EAPC Project # 20204440).
2. Professional Services Agreement, dated January 21, 2022 for additional Services related to the agreement described in the preceding paragraph including Civil Re-work, Architectural Changes, and a PUD re-submittal amounting in an additional fee of \$18,850.00, entered into by and between Project BEE and EAPC.

These two Agreements are attached hereto as Exhibit A, and collectively referred to throughout this Agreement as the "Broadway Circle Consultant Contracts."

WHEREAS, Project BEE/Assignor entered into three subrecipient agreements with the City/Assignee to construct seventeen affordable rental units for LMI households and to develop a Family Homeless Shelter with six emergency shelter units for LMI households, hereinafter referred to as the "Broadway Circle Project"; and

WHEREAS, Project BEE/Assignor entered into the Broadway Circle Consultant Contracts with EAPC for the purpose of providing architectural and engineering consulting services on the Broadway Circle Project; and

WHEREAS, Project BEE/Assignor advised the City that it cannot complete its remaining obligations under its subrecipient agreements with the City/Assignee; and

WHEREAS, Project BEE/Assignor wishes to assign their rights and obligations under the Broadway Circle Consultant Contracts to the City/Assignee; and

WHEREAS, City/Assignee wishes to assume the majority of Project BEE/Assignor's rights and obligations under the Broadway Circle Consultant Contracts in order to ensure timely completion of the Broadway Circle Project; and

WHEREAS, EAPC consents to Project BEE/Assignor assigning most of their rights and obligations under the Broadway Circle Consultant Contracts to the City/Assignee; and

WHEREAS, assignment of this Agreement will allow the City/Assignee and EAPC to continue work on the Broadway Circle Project under the terms and conditions negotiated in the Broadway Circle Consultant Contracts and this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Assignment of Broadway Circle Consultant Contracts. Project BEE/Assignor and the City/Assignee hereby agree that Project BEE/Assignor shall assign, and City/Assignee shall assume, all of Project BEE/Assignor's rights, titles, and interests, obligations, responsibilities, and duties under the Broadway Circle Consultant Contracts unless stated otherwise in this Agreement on February 6, 2024 at 8:00 a.m. (Assignment Date).
3. Assignment Agreement Contingent upon Execution of Mutual Termination Agreement. Project BEE/Assignor and City/Assignee have also executed a Mutual Termination Agreement dated _____ (Mutual Termination Agreement). The Parties acknowledge, understand, and agree that this Agreement shall be terminable at the City/Assignee's option should Project BEE/Assignor fail to comply with any of the terms and conditions of the Mutual Termination Agreement.
4. Indemnification by Project BEE/Assignor. Notwithstanding the foregoing, Project BEE/Assignor agrees to defend and indemnify City/Assignee and EAPC from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from Project BEE/Assignor's performance before and after their assignment of the Broadway Circle Construction Contracts to the City/Assignee.
5. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement.
6. Project BEE's Representations and Warranties. Project BEE represents and warrants the following as a material inducement for the City to enter into this Agreement:
 - a. Project BEE is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which Project BEE is a party or by which Project BEE is bound.
 - b. All actions required to authorize Project BEE to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.

- c. The person executing this Agreement on behalf of Project BEE has the full power and authority to bind Project BEE to the terms hereof.
- 7. **Non-Litigation Covenant.** The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding the mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.
- 8. **Binding Effect.** The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
- 9. **City's Representations and Warranties.** The City represents and warrants the following as a material inducement for the City to enter into this Agreement:
 - a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.
 - b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.
- 10. **Notices.** Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:
 - a. To City/Assignee: City of Minot
Attn: City Clerk
P.O. Box 5006
Minot, ND 58702-5006
 - b. To Project BEE/
Assignor: Project BEE
205 – 3rd St SE
Minot, ND 58701

c. EAPC: 2080 – 36th Ave SW, Ste. 210
Minot, ND 58701

11. Records Maintenance. The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the City upon written request by the City.
12. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.
13. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.
 - a. Transfers and Assignments. The Parties shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement without first obtaining the prior written consent of the City.
14. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.
15. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.
16. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.

17. **Further Assurances.** The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.
18. **Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.
19. **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

ASSIGNEE: CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

Date

ASSIGNOR: PROJECT BEE

Title:

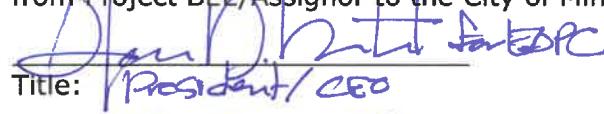
Date

Attest:

Title:

Date

By signing below, EAPC hereby consents to the assignment of the Broadway Circle Contract from Project BEE/Assignor to the City of Minot/Assignee.


Title: President/CEO

2.5.2024

Date

Title:

Date



LEASE ASSIGNMENT AGREEMENT

An Agreement to assign Project BEE's interest in its lease with Chen Cheng Huan dba Grand Hibachi Buffet, Inc. to the City of Minot

This Assignment Agreement (Agreement), is entered into by and between the City of Minot (City/Assignee), a municipal corporation and political subdivision of the State of North Dakota, Project BEE (Project BEE/Assignor), collectively referred to herein as the Parties, to assign Project BEE's interest in the following standard commercial lease to the City of Minot:

1. Standard Commercial Lease, A gross lease agreement entered into on April 6, 2020 by and between LSS Housing, Inc., and Chen Cheng Huan dba Grand Hibachi Buffet, Inc. to lease Suite 1, located at 1901 South Broadway, ND 58701 for a term five years with two five year extensions, unless sooner terminated, for an initial monthly rental payment of \$4,000.00 per month with a 2% increase per year for the 5 year term, with rates to be negotiated at the beginning of each 5 year term. This lease agreement is attached hereto as Exhibit A, and is referred to throughout this Agreement as the "Lease Agreement."

WHEREAS, Project BEE/Assignor entered into three agreements with the City/Assignee to construct and develop the "Broadway Circle Project"; and

WHEREAS, the premises demised in the Lease Agreement is located on property that is considered a part of the Broadway Circle Project; and

WHEREAS, Project BEE/Assignor advised the City that it cannot complete its remaining obligations under its agreements with the City/Assignee; and

WHEREAS, Project BEE/Assignor wishes to assign their rights and obligations under the Lease Agreement to the City/Assignee; and

WHEREAS, City/Assignee wishes to assume Project BEE/Assignor's rights and obligations under the Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Assignment of Lease Agreement. Project BEE/Assignor and the City/Assignee hereby agree that by signing this Agreement, Project BEE/Assignor assigns, and City/Assignee assumes, all of Project BEE/Assignor's rights, titles, and interests, obligations, responsibilities, and duties under the Lease Agreement unless stated otherwise in this Agreement on February 6, 2024 (Assignment Date).

3. Assignment Agreement Contingent upon Execution of Mutual Termination Agreement. Project BEE/Assignor and City/Assignee have also executed a Mutual Termination Agreement dated February 5, 2024. (Mutual Termination Agreement). The Parties acknowledge, understand, and agree that this Agreement shall be terminable at the City/Assignee's option should Project BEE/Assignor fail to comply with any of the terms and conditions of the Mutual Termination Agreement.
4. Indemnification by Project BEE/Assignor. Notwithstanding the foregoing, Project BEE/Assignor agrees to defend and indemnify City/Assignee from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from Project BEE/Assignor's performance before and after their assignment of the Lease Agreement to the City/Assignee.
5. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement.
6. Project BEE's Representations and Warranties. Project BEE represents and warrants the following as a material inducement for the City to enter into this Agreement:
 - a. Project BEE is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which Project BEE is a party or by which Project BEE is bound.
 - b. All actions required to authorize Project BEE to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of Project BEE has the full power and authority to bind Project BEE to the terms hereof.
7. Non-Litigation Covenant. The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding the mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.
8. Binding Effect. The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the

Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.

9. City's Representations and Warranties. The City represents and warrants the following as a material inducement for the City to enter into this Agreement:

- a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.
- b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.
- c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.

10. **Notices.** Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:

- a. To City/Assignee: City of Minot
Attn: City Clerk
P.O. Box 5006
Minot, ND 58702-5006
- b. To Project BEE/
Assignor: Project BEE
205 3rd St. SE
Minot, ND 58701
- c. Mattson
Construction: 4321 East Burdick Expy.
Minot, ND 58701

11. Records Maintenance. The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the City upon written request by the City.

12. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.

13. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

a. Transfers and Assignments. The Parties shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement without first obtaining the prior written consent of the City.

14. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.

15. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.

16. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.

17. Further Assurances. The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.

18. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.

19. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement

shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

ASSIGNEE: CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

Date

ASSIGNOR: PROJECT BEE

Title:

Date

Attest:

Title:

Date



LEASE ASSIGNMENT AGREEMENT

An Agreement to assign Project BEE's interest in its lease with The Welcome Table (aka The Lord's Cupboard) to the City of Minot

This Assignment Agreement (Agreement), is entered into by and between the City of Minot (City/Assignee), a municipal corporation and political subdivision of the State of North Dakota, Project BEE (Project BEE/Assignor), collectively referred to herein as the Parties, to assign Project BEE's interest in the following standard commercial lease to the City of Minot:

1. Commercial Lease Agreement, A lease agreement entered into on November 18, 2023 by and between Project BEE and The Welcome Table, to lease Suite 2, located at 1901 South Broadway, ND 58701 for a term commencing on December 1, 2023 and expiring at midnight on December 31, 2033, with an option to renew from January 1, 2034 until December 31, 2043. Rent in the amount of \$2,500.00 is made payable on the 1st of each month, and a security deposit in the amount of \$2,500 was required upon the signing of the lease agreement. This lease agreement is attached hereto as Exhibit A, and is referred to throughout this Agreement as the "Lease Agreement."

WHEREAS, Project BEE/Assignor entered into three agreements with the City/Assignee to construct and develop the "Broadway Circle Project"; and

WHEREAS, the premises demised in the Lease Agreement is located on property that is considered a part of the Broadway Circle Project; and

WHEREAS, Project BEE/Assignor advised the City that it cannot complete its remaining obligations under its agreements with the City/Assignee; and

WHEREAS, Project BEE/Assignor wishes to assign their rights and obligations under the Lease Agreement to the City/Assignee; and

WHEREAS, City/Assignee wishes to assume Project BEE/Assignor's rights and obligations under the Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Assignment of Lease Agreement. Project BEE/Assignor and the City/Assignee hereby agree that by signing this Agreement, Project BEE/Assignor assigns, and City/Assignee assumes, all of Project BEE/Assignor's rights, titles, and interests, obligations, responsibilities, and duties under the Lease Agreement unless stated otherwise in this Agreement on February 6, 2024 (Assignment Date).

- a. Transfer of Security Deposit. Pursuant to the Lease Agreement, Project BEE/Assignor accepted a security deposit in the amount of \$2,500.00 upon the signing of the Lease Agreement, and agrees to transfer the security deposit to the City/Assignee.
3. Assignment Agreement Contingent upon Execution of Mutual Termination Agreement. Project BEE/Assignor and City/Assignee have also executed a Mutual Termination Agreement dated February 5, 2024 (Mutual Termination Agreement). The Parties acknowledge, understand, and agree that this Agreement shall be terminable at the City/Assignee's option should Project BEE/Assignor fail to comply with any of the terms and conditions of the Mutual Termination Agreement.
4. Indemnification by Project BEE/Assignor. Notwithstanding the foregoing, Project BEE/Assignor agrees to defend and indemnify City/Assignee from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from Project BEE/Assignor's performance before and after their assignment of the Lease Agreement to the City/Assignee.
5. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement.
6. Project BEE's Representations and Warranties. Project BEE represents and warrants the following as a material inducement for the City to enter into this Agreement:
 - a. Project BEE is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which Project BEE is a party or by which Project BEE is bound.
 - b. All actions required to authorize Project BEE to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of Project BEE has the full power and authority to bind Project BEE to the terms hereof.
7. Non-Litigation Covenant. The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding the mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.

8. **Binding Effect.** The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
9. **City's Representations and Warranties.** The City represents and warrants the following as a material inducement for the City to enter into this Agreement:
 - a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.
 - b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.
10. **Notices.** Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:
 - a. To City/Assignee: City of Minot
Attn: City Clerk
P.O. Box 5006
Minot, ND 58702-5006
 - b. To Project BEE/
Assignor: Project BEE
205 3rd St. SE
Minot, ND 58701
 - c. Mattson
Construction: 4321 East Burdick Expy.
Minot, ND 58701
11. **Records Maintenance.** The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the City upon written request by the City.
12. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed

to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.

13. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

a. Transfers and Assignments. The Parties shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement without first obtaining the prior written consent of the City.

14. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.

15. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.

16. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.

17. Further Assurances. The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.

18. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.

19. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or

written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

ASSIGNEE: CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

Date

ASSIGNOR: PROJECT BEE

Title:

Date

Attest:

Title:

Date



TO: Mayor Tom Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: February 5, 2023

SUBJECT: 2024 WATERMAIN IMPROVEMENTS – PROCUREMENT WAIVER (4817/4818)

I. RECOMMENDED ACTION

1. Recommend council waive the procurement requirement for a purchase over \$50,000 and authorize a purchase using quotes.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 857-4768

III. DESCRIPTION

A. Background

Public Works is currently working through the design of two watermain replacement projects for 2024. The intent is to apply for grant funding through NDSWC and the local cost share would be funded through a ND State Revolving Fund (SRF) loan. Some of the funds for the SRF program originate from the Infrastructure Bill that was passed in 2021 and have some mandates that need to be followed. One of the components is the Build America Buy America (BABA) clause that requires projects be constructed with materials made in the USA.

B. Proposed Project

Most materials for a watermain replacement project are domestically produced so meeting the BABA requirements are not terribly difficult. One item was recently brought up as a concern due to delivery delays. The products that meet the BABA requirement for curb stops, risers, corps and saddles are estimated to have an 18-week delivery. Staff is requesting a waiver of procurement policy to allow a purchase for project materials using quotes in lieu of a formal bidding process. These products would usually be purchased by the contractor once a bid has been awarded.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

Purchase of these products now will enable the watermain projects to start much earlier than if the contractor supplies the materials once awarded a project.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Project Costs

Low Quote for Water Main Materials \$94,013.90

Project Funding

Funding in the amount of \$2,000,000 was included in the 2024 Water Distribution budget.

V. CITY COUNCIL ASPIRATIONS

This item achieves the aspiration of Resilient and Prepared.

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

The goal is to get this project under construction early in 2024, so materials need to be available by mid-May. Materials need to be ordered ASAP to stay on schedule.

VIII. LIST OF ATTACHMENTS



Minot International Airport: Industry and MOT Update February 2024

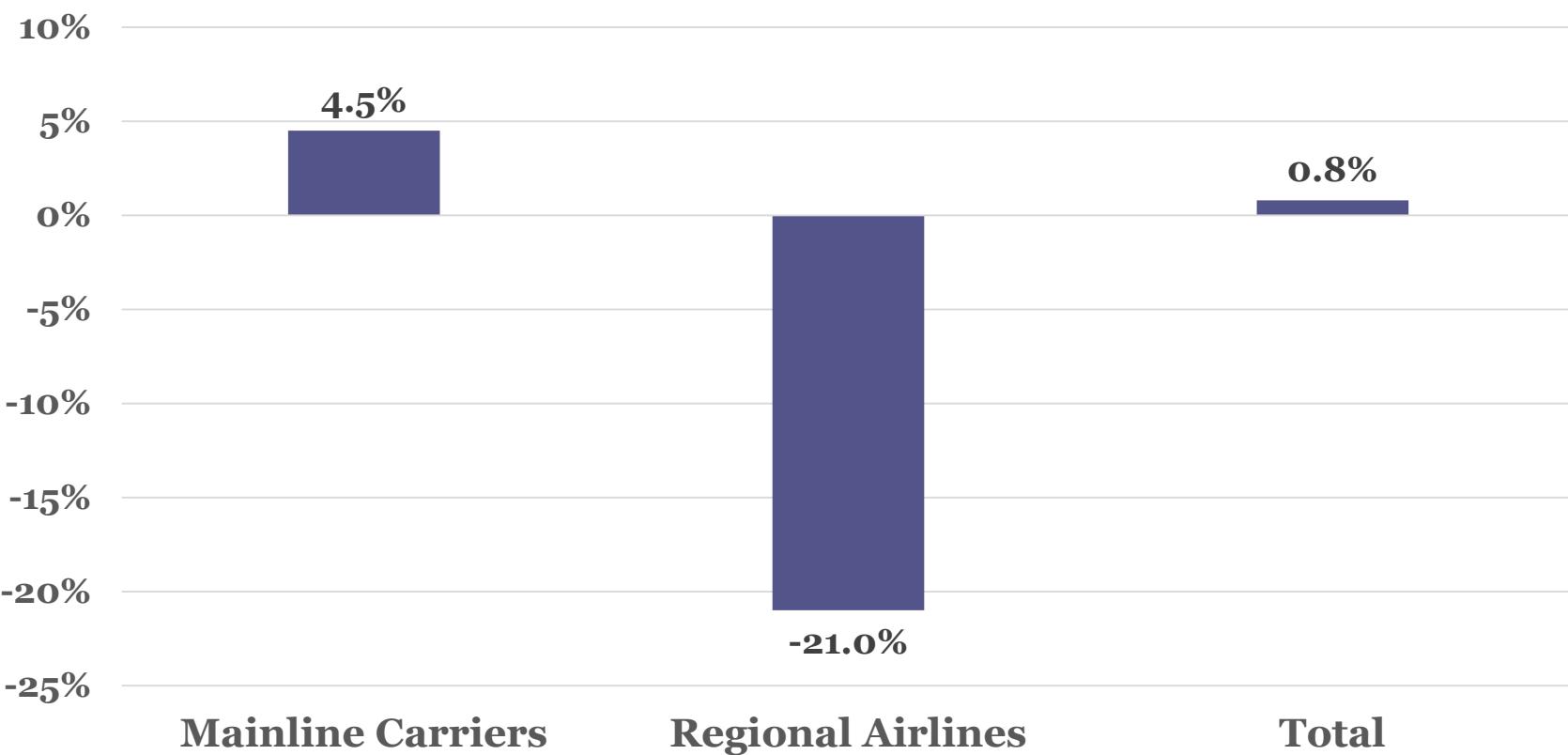
Presentation Today

- Key Industry Trends and Impact upon Smaller U.S. Airports
- MOT Air Service Overview
- Next Steps

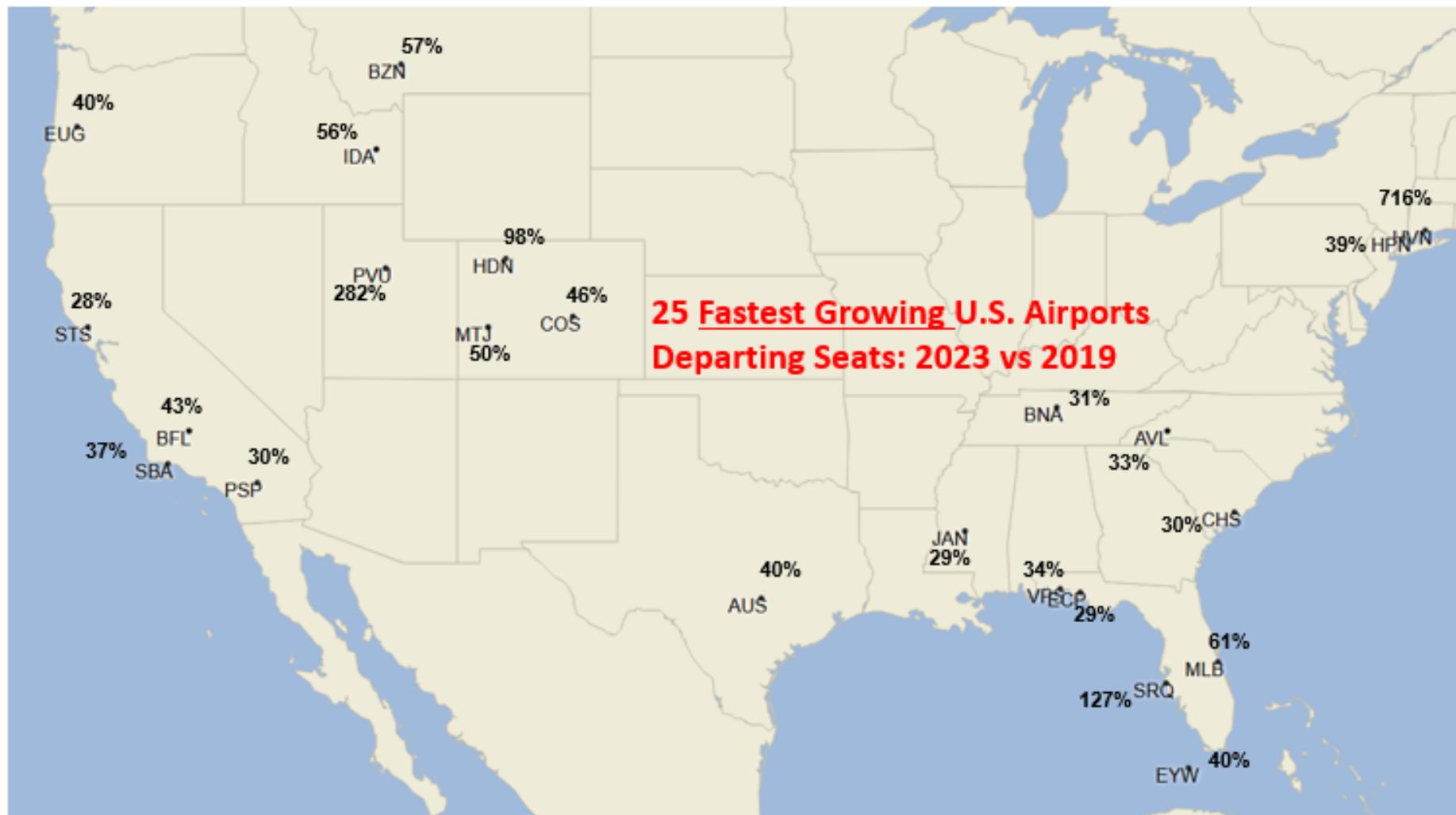
Post-Pandemic: Key Industry Trends

#1 Trend: Regional airline pilot shortages that mostly serve smaller markets are driving traffic declines

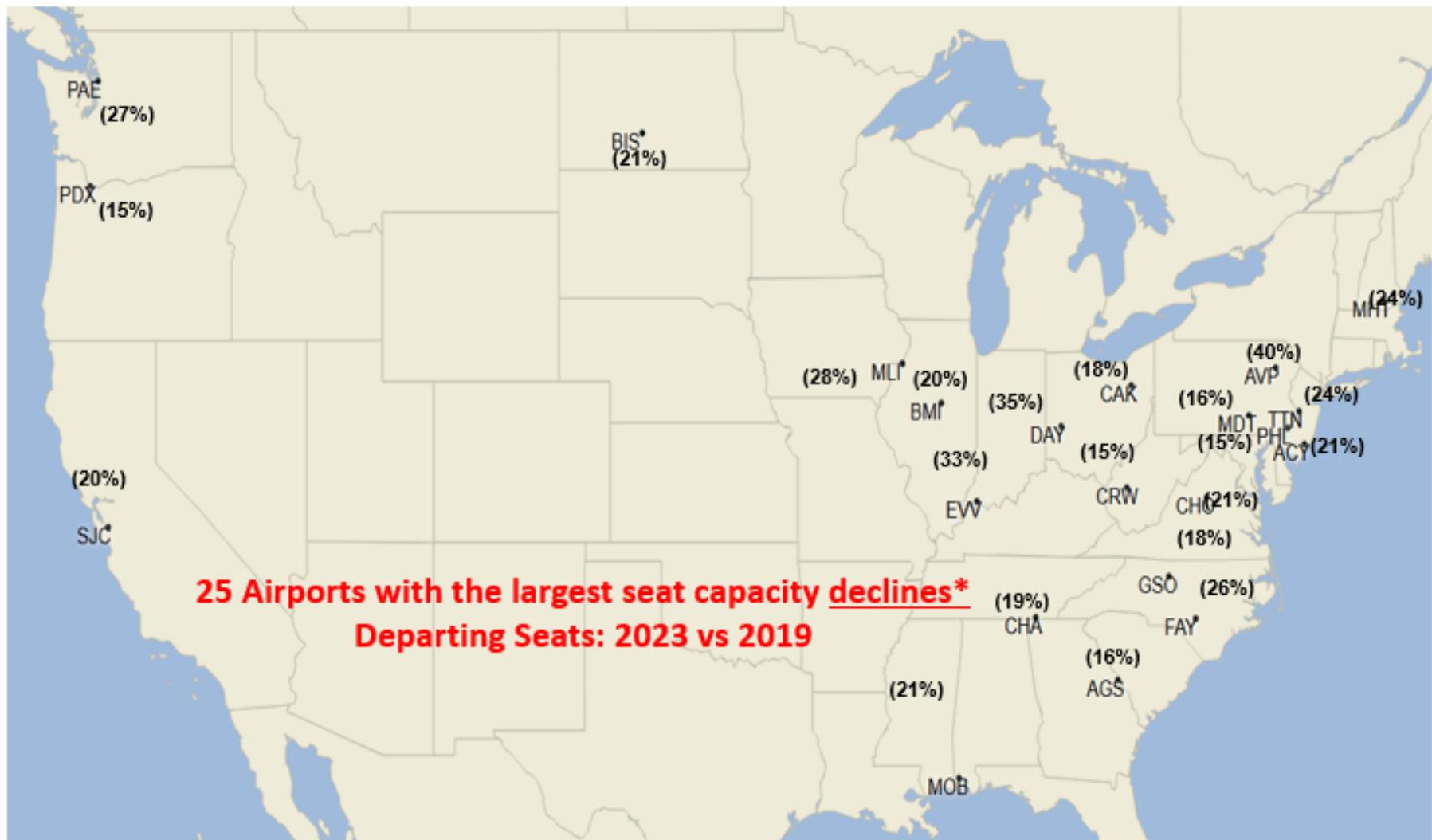
**U.S. Scheduled Seat Capacity Change: By Airline Type
2023 vs 2019**



#2 Trend: Shifting of traffic to markets that are growing & generally leisure-oriented

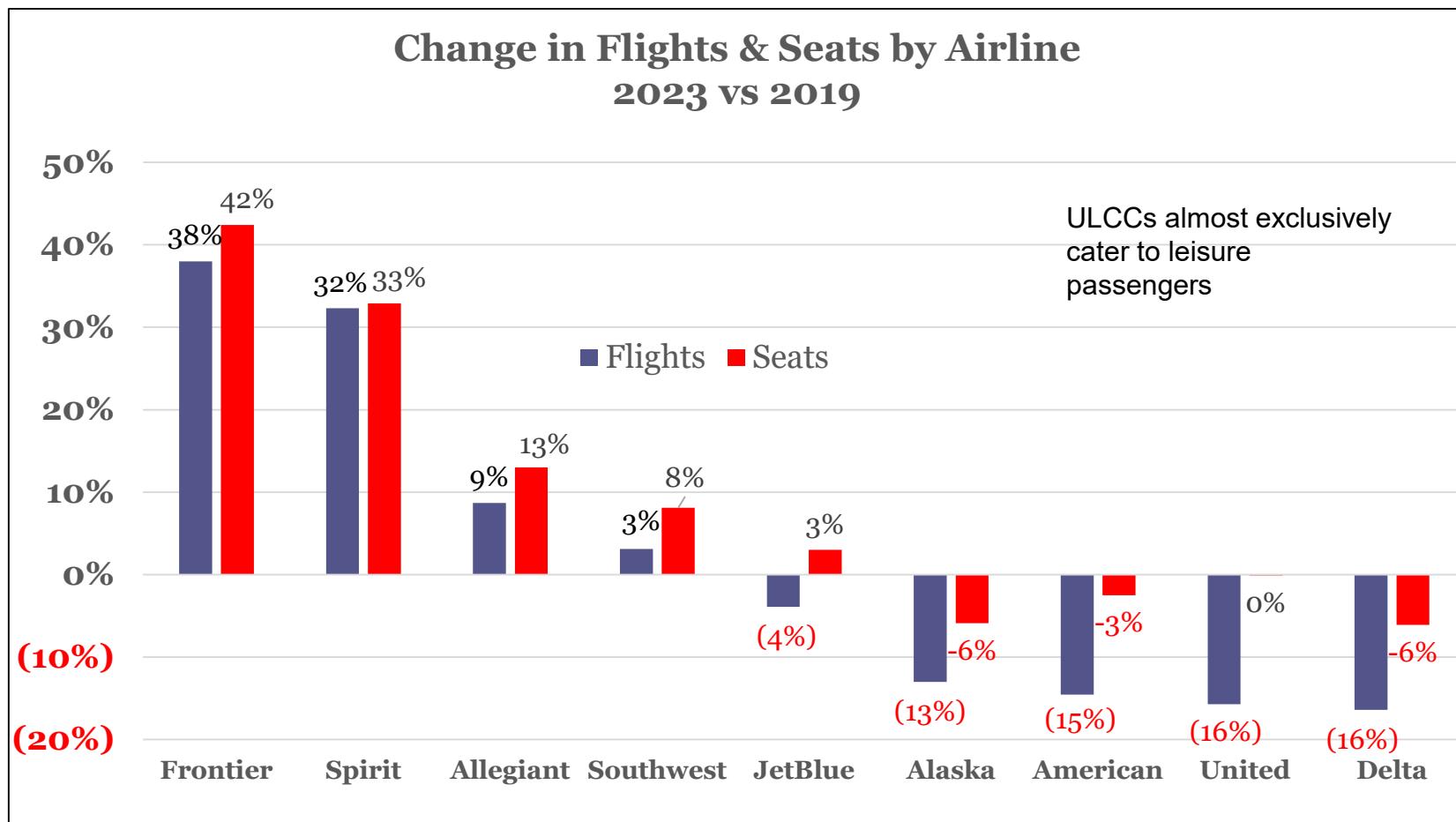


...away from airports that are typically more business-oriented



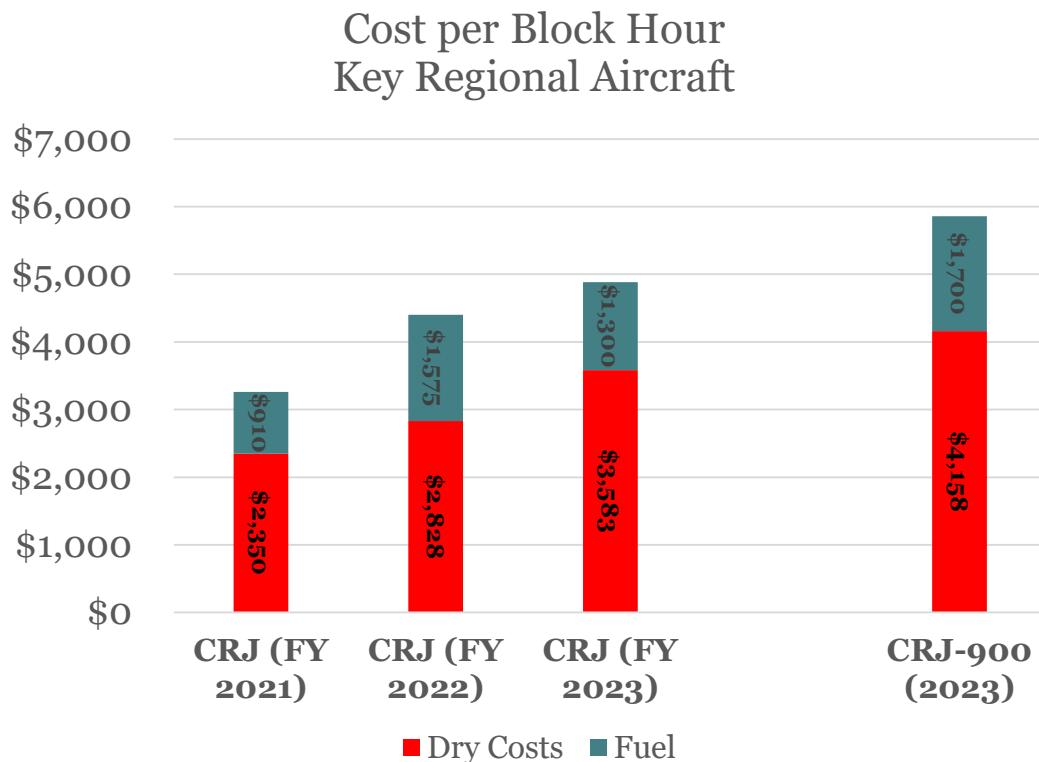
*Not labeled on map BET-(32%), STX-(20%), & FAI-(17%); top 200 U.S. airports

#3 Trend: ULCCs growing much faster than network airlines



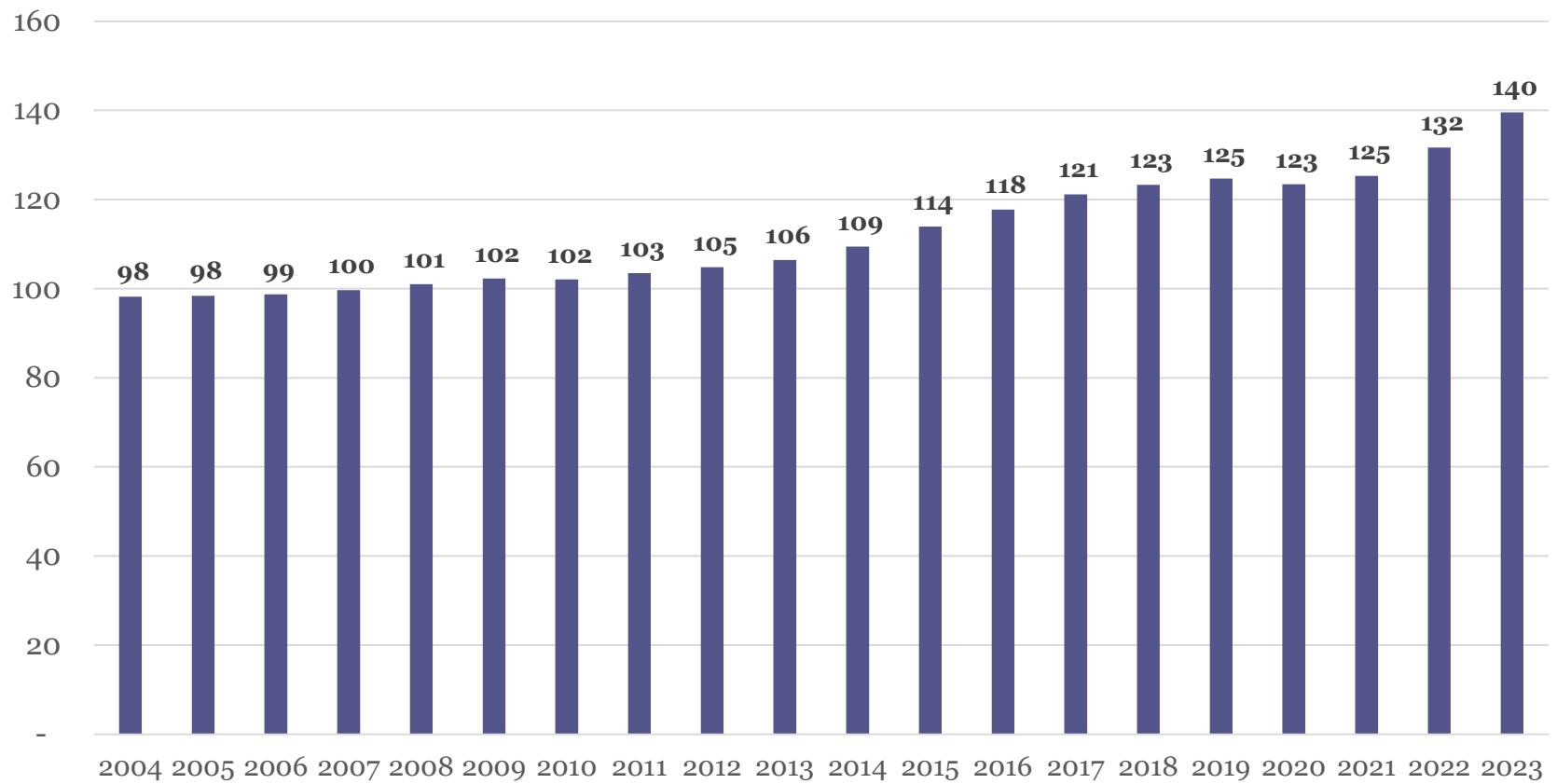
#4 Trend: Significant airline operating cost increases

- Pilot salaries: Roughly 40% growth
- Oil prices also higher
- It will also result in generally larger aircraft
- Even larger RJ aircraft will be more challenged
- Air fares will have to go and stay higher



#5 Trend: Shifting towards larger aircraft

U.S. Seats Per Departure
2004-2023*



Where industry is headed over next 5+ years

- Air fares will likely go materially higher due to much higher airline cost structures
- Leisure travel continues to outpace business travel
- ULCCs will likely continue to grow much faster relative to network airlines; mainline airlines will grow much faster than regionals
- The result will be that relatively smaller communities will likely experience constrained/reduced air service (& relatively higher air fares)

MOT Air Service Review & Outlook

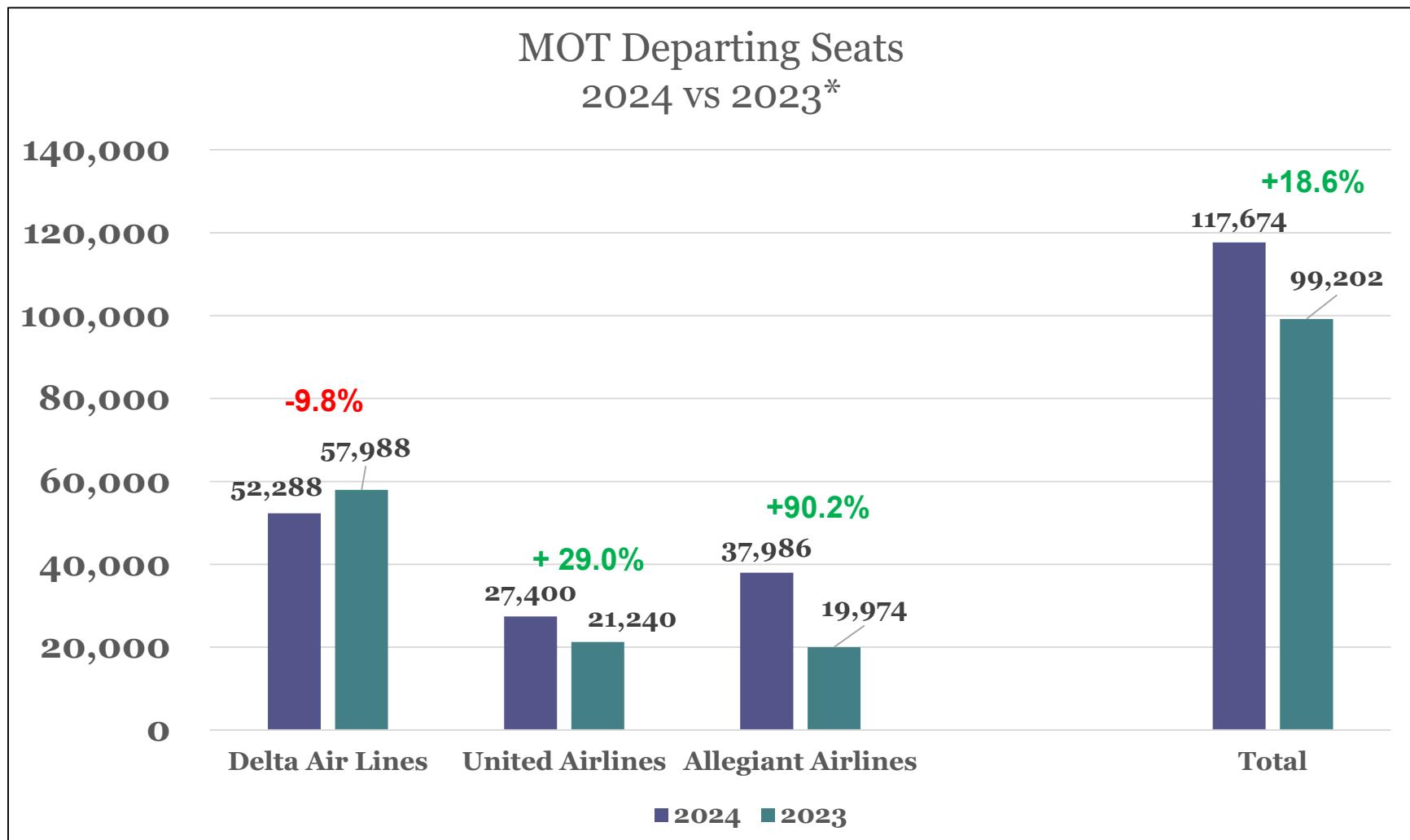
MOT in 2023: Full airplanes & High yields

MOT Traffic & Capacity: 2023

Airline	Route	Daily			Load	
		Departures	Departs	Onboards	Seats	Factor
Delta	MSP	1,257	3.4	78,901	95,233	82.9%
Allegiant	AZA	77	0.2	12,971	14,295	90.7%
Allegiant	LAS	104	0.3	15,368	17,268	89.0%
United	DEN	694	1.9	31,570	35,760	88.3%
Total		2,132	6.0	139,542	164,831	85.0%

- 2023 was nearing 2019 levels by year-end
- Reductions mostly due to Allegiant cutbacks on AZA & LAS
 - AZA down 46% due in large part to off-season reductions
 - LAS down 28% due to frequency declines
 - This will change in 2024
- DL was up 2%, with UA down 14%; pilot shortages were issues

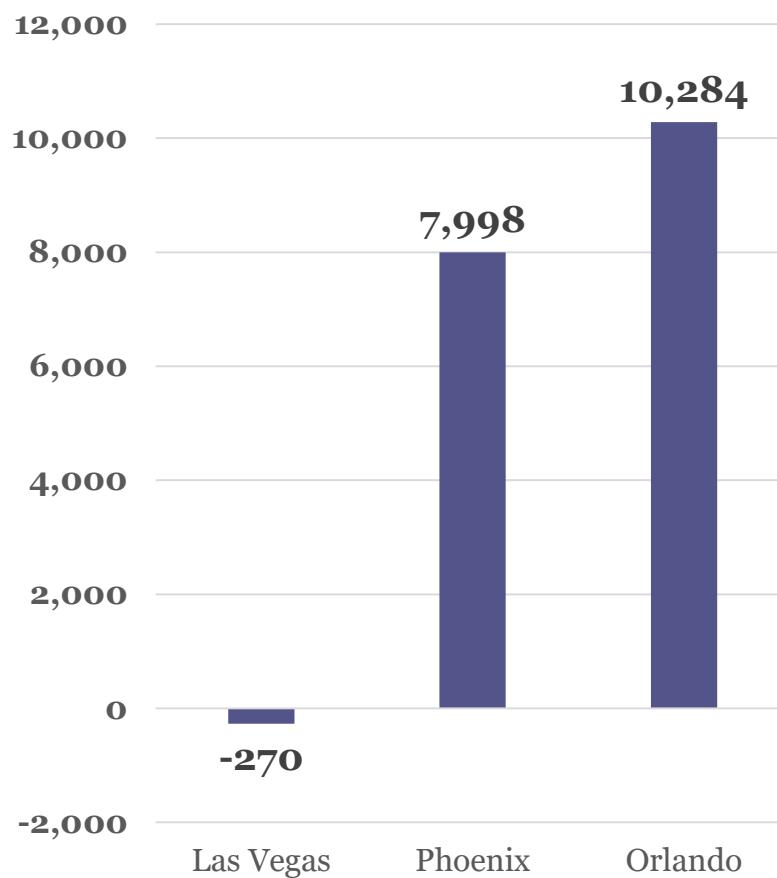
MOT in 2024: Seat capacity will be up 18.6% through summer; driven by Allegiant & United



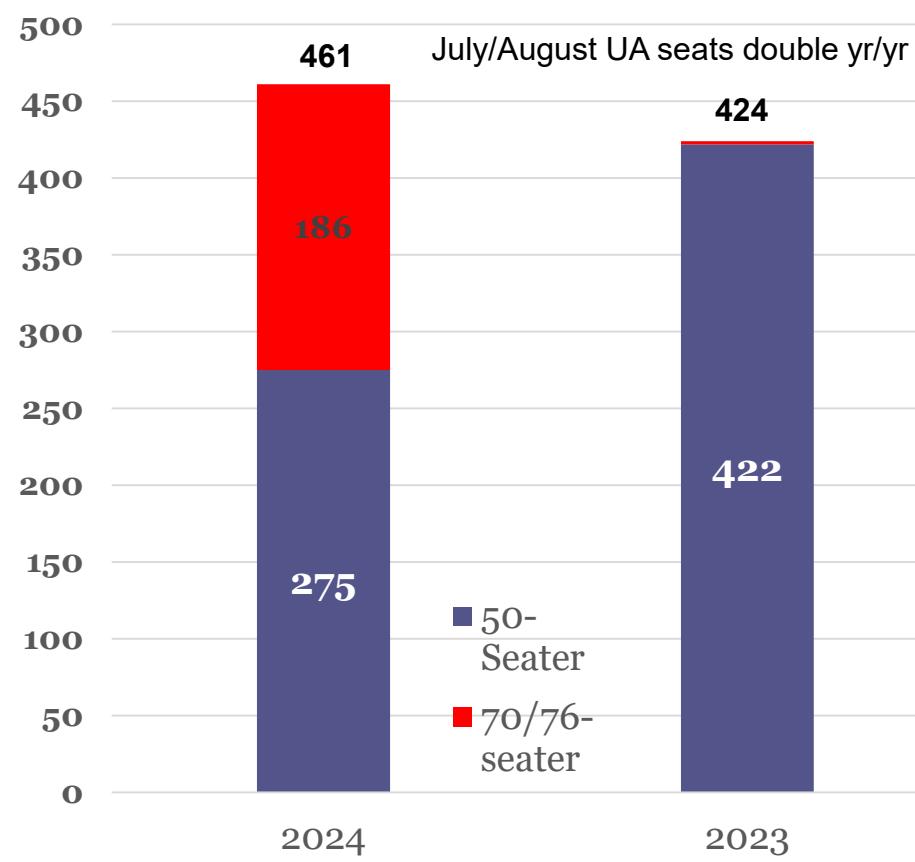
* Source: Diio; for January-July (some airlines have only loaded 2024 schedules through early August)

Allegiant growth driven by growing Phoenix & new Orlando service; UA - mostly from bigger aircraft

Allegiant Seat Capacity Growth by Route
2024 vs 2023*



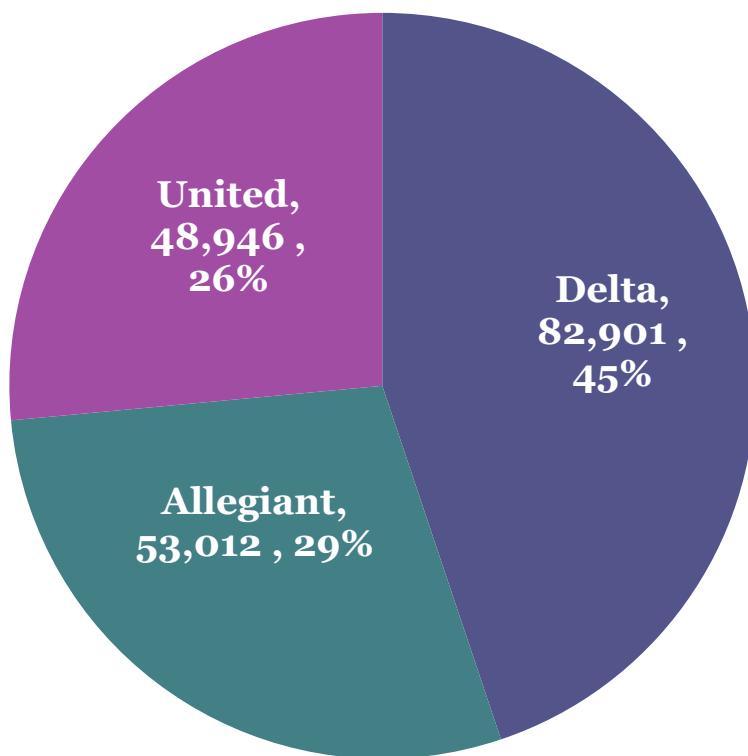
United Departures by Aircraft Type
2024 vs 2023*



* Source: Diio; for January-July (some airlines have only loaded 2024 schedules through early August)

MOT Enplanements in 2024 could approach 185k; best year since 2015

Forecasted MOT Enplaned Passengers
2024



- Based upon preliminary schedules through year-end 2024
- Estimated Allegiant results based upon prior year (for August-December)
- Load Factors used from prior year
- Allegiant traffic breakdown by route:
 - Phoenix 22,264
 - Las Vegas 16,227
 - Orlando 14,521

Closing: Next Steps

- Over next 30 days, planning meetings with Delta, United & possibly Allegiant
- In late May, will meet with all incumbent airlines, in addition to American Airlines & possibly others (TBD)
- In September, will meet with Allegiant Airlines at in Las Vegas

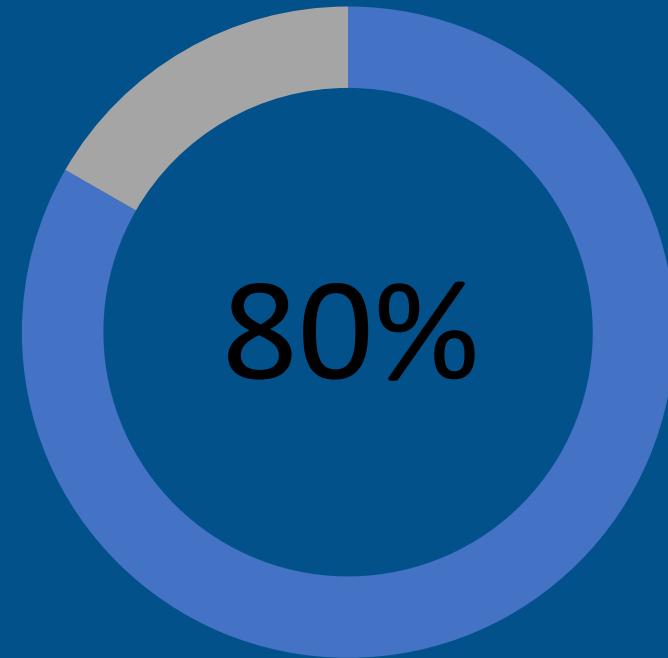
A circular logo with a light blue background. Inside the circle, the words "City of" are stacked above "Minot" and "Recycles". The "Minot" text is identical to the one in the top-left corner, and "Recycles" is in a bold, sans-serif font. A small five-pointed star is located between "Minot" and "Recycles".

**City of
Minot
Recycles**

RECYCLING UPDATE

FEBRUARY 5, 2024

PARTICIPATION



TOTAL DELIVERED = 12,302

TOTAL OPT OUT = 2,466

❖ Average Set Out Rate

August

- Mon/Thurs = 63%
- Tues/Fri = 71%

(+/- 5% due to breakdowns and alley collections)

October

- Mon/Thurs = 71%
- Tues/Fri = 70%

December

- Mon/Thurs = 66%
- Tues/Fri = 69%



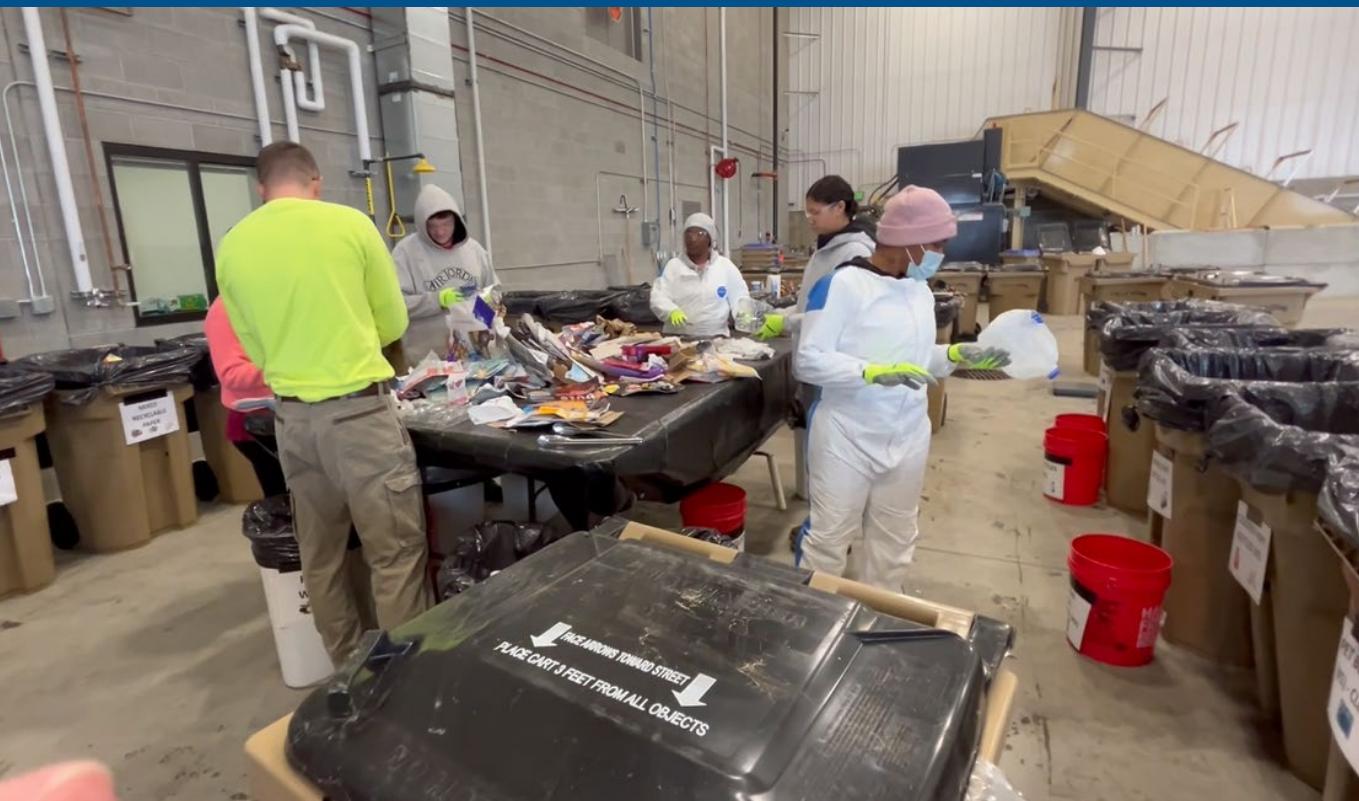
COMPOSITION STUDY

- Recycling Partnership grant funded a complete trash/recycling composition study

Key Findings

Recycling Stream

- Over 62% Recycled Paper and Cardboard
- 20% Recyclable Containers (plastic bottles, steel/tin/aluminum cans)
- 17% Contaminants
 - High percentage of Wet Paper and Cardboard due to weather conditions



Trash Stream

- Nearly 20% Recyclables
- About 33% Compostable Material
- 50% Other Garbage (pet waste, plastic film, diapers, textiles, etc)



Capture Rates

- 38.6% Program Recyclables
- 69% Corrugated Cardboard
- 46.7% Recyclable Paper
- 25% Recyclable Containers

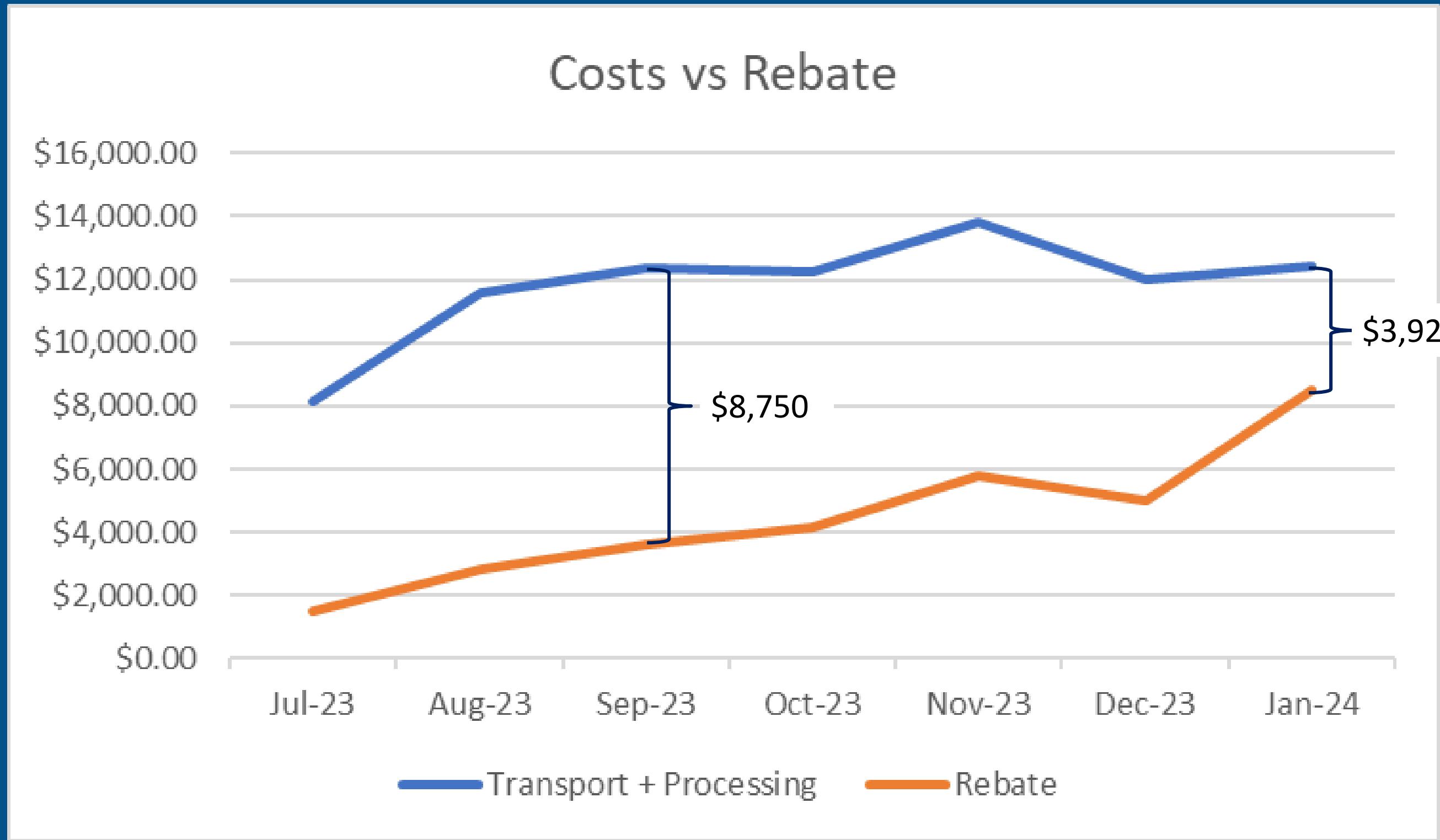
COMMODITY PRICES

- New program for Dem-Con
- Initially rebate based on facility average
- Minot's sort took place on (12/11/23)
- Minot's material is generally clean and has very little glass
- Rebate increased from \$57.23/ton to \$90.56/ton (if commodity value stays the same)

EXAMPLE RATE CALCULATION

Commodity	Facility Average	Value	Commodity Rebate		Commodity Rebate	
			Minot	Sort	Minot	Sort
OCC	24.50%	\$ 80.00	\$ 19.60		23.16%	\$ 18.53
ONP #8			\$ -			\$ -
Mixed Paper			\$ -			\$ -
Other Fiber Combined	35.40%	\$ 45.00	\$ 15.93		46.56%	\$ 20.95
AL Foil			\$ -			\$ -
Aluminum			\$ -			\$ -
Aluminum Combined	1.58%	\$ 1,371.00	\$ 21.66		3.19%	\$ 43.73
GHP Steel			\$ -			\$ -
Steel Scrap			\$ -			\$ -
Steel Scrap Combined	1.13%	\$ 27.11	\$ 0.31		0.98%	\$ 0.27
Steel Cans	2.30%	\$ 171.66	\$ 3.95		3.12%	\$ 5.36
PET	4.20%	\$ 249.04	\$ 10.46		6.17%	\$ 15.37
HDPE	1.10%	\$ 597.01	\$ 6.57		1.82%	\$ 10.87
HDPEC	0.90%	\$ 471.51	\$ 4.24		1.38%	\$ 6.51
Film			\$ -			\$ -
Other Plastics			\$ -			\$ -
Other Plastics Combined	0.61%	\$ 116.00	\$ 0.71		1.05%	\$ 1.22
Mixed Rigid	0.55%	\$ 16.00	\$ 0.09		0.26%	\$ 0.04
Glass	16.40%	\$ (15.84)	\$ (2.60)		0.55%	\$ (0.09)
Aseptic/Gable Top	0.18%	\$ 56.00	\$ 0.10		0.32%	\$ 0.18
Residuals			\$ -			\$ -
Presort Trash			\$ -			\$ -
Residue Combined	11.15%	\$ (85.00)	\$ (9.48)		11.44%	\$ (9.72)
		ACR	\$ 71.54		ACR	\$ 113.202
		Rebate (80%)	\$ 57.23		Rebate (80%)	\$ 90.56

RECYCLING VALUE AND REBATES



Processing = \$77.00/ton

Transport = ~\$140.00/ton

Rebate = \$90.56/ton

***The rebate will fluctuate depending on market values

Over the past 3 years the rebate has varied from a low of \$20-\$30/ton to a high of over \$150/ton

In 2021 mixed paper was -\$10/ton

WHAT'S NEXT?

- Continue Education
 - Help reduce contaminants
 - Increase capture rates of higher value materials
- Increase Participation
 - Minot Residential
 - Commercial Program
 - Regional Access
- Continue Monitoring and Make Improvements as Needed



QUESTIONS?

City of Minot
North Dakota