



Regular City Council Meeting

Tuesday, January 2, 2024, at 5:30 PM

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

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

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
4. CITY MANAGER'S REPORT

Documents:

[01-02-2024 CITY MANAGER REPORT.PDF](#)

5. CITY ATTORNEY'S REPORT

Documents:

[2024-1.PDF](#)

6. CONSENT ITEMS

- 6.1. CITY COUNCIL MINUTES

**It is recommended City Council approve the minutes from the December 18, 2023 Regular City Council meeting.**

Documents:

[12182023 COUNCIL MEETING MINUTES.PDF](#)

- 6.2. ORDINANCES

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

1. **Ordinance No 5931 - 2023 BA - Transit Lift & Engine Repairs**
  2. **Ordinance No 5932 - 2023 BA - USDOT Safe Streets and Roads Grant**
  3. **Ordinance No 5933 - 2024 BA - CityWorks Maintenance Fees**

Documents:

[ORDINANCE NO 5931 - 2023 BA - TRANSIT LIFT AND ENGINE](#)

REPAIRS.PDF  
ORDINANCE NO 5932 - 2023 BA - USDOT SAFE STREETS AND ROADS  
GRANT.PDF  
ORDINANCE NO 5933 - 2024 BA - CITYWORKS MAINTENANCE FEES.PDF

#### 6.3. ADMINISTRATIVE APPROVALS

**It is recommended City Council approve the following Administrative Approvals.**

Documents:

ADMIN APPROVALS 01022024.PDF

#### 6.4. BILLS, TRANSFERS, AND PAYROLL

**It is recommended City Council approve the payroll for the period of November 19, 2023 through December 16, 2023 in the amount of \$2,456,478.37 and the bills and transfers for December in the amount of \$9,110,387.39.**

Documents:

GROSS MONTHLY WAGES (3).PDF  
DECEMBER TRANSFERS.PDF  
DECEMBER P CARD TRANSACTION.PDF  
CITY COUNCIL BILLS PAID DECEMBER.PDF

#### 6.5. ALCOHOLIC BEVERAGE LICENSE RENEWALS

Presented by Chief John Klug and Mikayla McWilliams

##### **RECOMMENDED ACTION**

**It is recommended City Council approve the alcoholic beverage license renewals for the period of January 1, 2024 through December 31, 2024.**

Documents:

MEMO - ALCOHOLIC BEVERAGE LICENSE RENEWALS.PDF

#### 6.6. CONTRACT FOR BOARDING CITY OF MINOT'S INMATES

Presented by John Klug, Chief of Police

##### **RECOMMENDED ACTION**

**It is recommended City Council approve the Contract for Boarding City of Minot's Inmates with Ward County and authorize the Mayor and Finance Director to sign the contract.**

Documents:

MEMO FOR INMATE BOARDING CONTRACT (2023).PDF  
CONTRACT FOR BOARDING CITY OF MINOT INMATES (2024).PDF

6.7. MINOT INTERNATIONAL AIRPORT RULES AND STANDARDS

Presented by Jennifer K Eckman, Airport Director

**RECOMMENDED ACTION**

- 1. It is recommended City Council authorize City staff to adopt the Rules and Standards;**
- 2. Adopt the City Ordinance for Rules and Standards on first reading; and**
- 3. Authorize the Mayor and/or Airport Director to sign any necessary documentation.**

Documents:

1 - RULES AND STANDARDS - MEMO.PDF  
2 - RULES AND STANDARDS - ORDINANCE.PDF  
RULES AND STANDARDS V6 - 20 DEC 23.PDF

6.8. WARD COUNTY MULTI HAZARD MITIGATION PLAN – RESOLUTION

Presented by Jason Sorenson

**RECOMMENDED ACTION**

**It is recommended City Council authorize the Mayor to sign the resolution to adopt the Ward County Multi Hazard Mitigation Plan upon final approval by the City of Minot and Ward County.**

Documents:

MEMO - WARD COUNTY MULTI HAZARD MITIGATION PLAN  
RESOLUTION.PDF  
CITY OF MINOT MULTI HAZARD MITIGATION PLAN RESOLUTION  
LETTER.PDF

6.9. ADA PARATRANSIT SERVICES AGREEMENT WITH SOURIS BASIN TRANSIT

Presented by Jason Sorenson

**RECOMMENDED ACTION**

- 1. It is recommended City Council ratify the agreement with Souris Basin Transit for Paratransit ADA services for 2024; and**
- 2. Authorize the Mayor to sign the agreement with Souris Basin Transit.**

Documents:

[2024 MEMO - AGREEMENT WITH SBR FOR ADA SERVICE.PDF](#)  
[2024 SOURIS BASIN TRANSIT ADA TRANSIT AGREEMENT.PDF](#)

6.10. WELL F DRILLING AND DEVELOPMENT – FINAL PAYMENT (4681)  
Presented by Jason Sorenson

**RECOMMENDED ACTION**

**It is recommended City Council approve the final payment to LTP Enterprises, Inc. in the amount of \$29,913.10.**

Documents:

[4681 - WELL F DRILLING AND DEVELOPMENT - FINAL PAYMENT.PDF](#)

6.11. STATE WATER COMMISSION AGREEMENT ACCEPTANCE  
Presented by Jason Sorenson

**RECOMMENDED ACTION**

- 1. It is recommended City Council approve to accept the funding awarded by the State Water Commission (SWC) for the University Ave. Watermain Improvements project and the Westfield Watermain Improvements project; and**
- 2. Authorize the Mayor to sign both grant agreements.**

Documents:

[STATE WATER COMMISSION AGREEMENT ACCEPTANCE MEMO.PDF](#)  
[AGREEMENT MINOT WESTFIELD.PDF](#)  
[AGREEMENT MINOT UNIVERSITY.PDF](#)

6.12. STATE PLANNING AND RESEARCH AGREEMENT WITH NDDOT FOR CDMPO STARTUP COSTS (4757)  
Presented by Lance Meyer

**RECOMMENDED ACTION**

- 1. It is recommended City Council approve the agreement;**
- 2. Authorize the Mayor to sign; and**
- 3. Approve the attached budget amendment on 1st reading.**

Documents:

STATE PLANNING AND RESEARCH AGREEMENT MEMO.PDF  
8. 2024 BA - NDDOT STATE PLANNING RESEARCH GRANT.PDF  
STATE PLANNING AND RESEARCH AGREEMENT.PDF

6.13. RESOLUTION TO DESIGNATE DEPOSITORYIES FOR CITY FUNDS  
Presented by David Lakefield

**RECOMMENDED ACTION**

**It is recommended City Council pass the resolution to designate all financial institutions and brokerage firms located in the City of Minot and Stifel, Nicolaus & Company as depositories of the City of Minot and authorize the Mayor to sign the Master Agreement for professional services and project assignment.**

Documents:

2024 MEMO - DESIGNATE DEPOSITORYIES.PDF  
RESOLUTION TO DESIGNATE DEPOSITORYIES OF THE FUNDS OF THE CITY OF MINOT.PDF

6.14. GALLAGHER ACTUARIAL CONSULTING AGREEMENT  
Presented by David Lakefield, Finance Director

**RECOMMENDED ACTION**

**It is recommended City Council approve the contracts with Gallagher Benefit Services Inc, for their actuarial services for the calendar year 2024 and authorize the Mayor to sign the Master Agreement for professional services and project assignment.**

Documents:

MEMO FOR GALLAGHER CONTRACT.PDF  
CITY OF MINOT\_PROFESIONAL SERVICES AGREEMENT FOR ACTUARIAL AND RETIREMENT SERVICES 2024.PDF  
CITY OF MINOT\_PROJECT ASSIGNMENT (ONGOING ACTUARIAL AND ADMINISTRATION) 2024 - 3 YEAR.PDF

6.15. APPOINTMENT OF SPECIAL CITY ATTORNEY  
Presented by Stefanie Stalheim, City Attorney

**RECOMMENDED ACTION**

- 1. It is recommended City Council consent and approve of the appointment of Tina Snellings, Assistant Ward County States Attorney, to act as Special Assistant City Attorney to review Minot Police Department Case Number 23-39862 and prosecute if necessary; and**

2. Authorize the City Attorney and Mayor to sign any necessary paperwork to complete the appointment.

Documents:

[COUNCIL MEMO.PDF](#)  
[2 - APPOINTMENT OF SPECIAL ASSISTANT CITY ATTORNEY.PDF](#)  
[3 - APPOINTMENT AND OATH.PDF](#)

## 7. ACTION ITEMS

- 7.1. AMEND CHAPTER 13 OF THE CITY OF MINOT'S CODE OF ORDINANCES TO ALLOW THE CITY COUNCIL TO ESTABLISH FIRE PERMIT, LICENSE, INSPECTION FEES BY RESOLUTION, AND MAKE GENERAL UPDATES.

Presented by Kelli Kronschnabel, Fire Chief

### RECOMMENDED ACTION

1. It is recommended City Council approve the Fire Inspection Fees Resolution; and
2. Approve the Fire Inspection Fees Ordinance on first reading.

Documents:

[COUNCIL MEMO \(002\) KK.PDF](#)  
[FIRE INSPECTION FEES\\_RESOLUTION\\_COUNCIL.PDF](#)  
[1. FIRE INSPECTION FEES\\_ORDINANCE.PDF](#)  
[FIRE INSPECTION FEES\\_ORDINANCE\\_COUNCIL DRAFT KK.PDF](#)

- 7.2. HUMAN RELATIONS COMMITTEE (REPEAL)

Presented by Stefanie Stalheim, City Attorney

### RECOMMENDED ACTION

**It is recommended City Council approve the ordinance repealing Chapter 2, Article V, Division 4 (Human Relations Committee) on first reading, and reserve Division 4 for further use.**

Documents:

[1\) MEMO- ORDINANCE - HRC REPEAL.PDF](#)  
[1\) HRC REPEAL - ORDINANCE.PDF](#)

## 8. PERSONAL APPEARANCES

## 9. MISCELLANEOUS AND DISCUSSION ITEMS

- 9.1. ONLINE LICENSING AND PERMITTING UPDATE (4423)

Presented by Emily Huettl, PE, Assistant City Engineer

**There is no recommended action for this item. This is an informational**

**presentation.**

Documents:

[ONLINE LICENSING AND PERMITTING UPDATE MEMO.PDF](#)

10. ADJOURNMENT



**TO:** Mayor Tom Ross  
Members of the City Council

**FROM:** Harold Stewart, City Manager

**DATE:** January 2,2024

**City Manager:**

While attending the North Dakota League of Cities conference in the Fall of 2023, the City Manager spoke with representatives of the KSU-TAB Program (Kansas State University-Technical Assistance to Brownfields) regarding potential resources to assist with transitioning the old Trinity Hospital buildings Downtown. The City Manager was invited to the December Trinity Health Board meeting to discuss the opportunities and resources, and received support to proceed with a partnership between Trinity and the City to pursue the funding. Application material will be prepared by the City Manager which will be brought to the City Council for approval prior to submission. A representative of the ND Brownfields Program will also be invited to Minot for a tour of the old hospital facilities prior to the application material being finalized and submitted.

City Manager took some personal time off between the Christmas and New Year's holidays, so the report is a bit briefer with less to report.

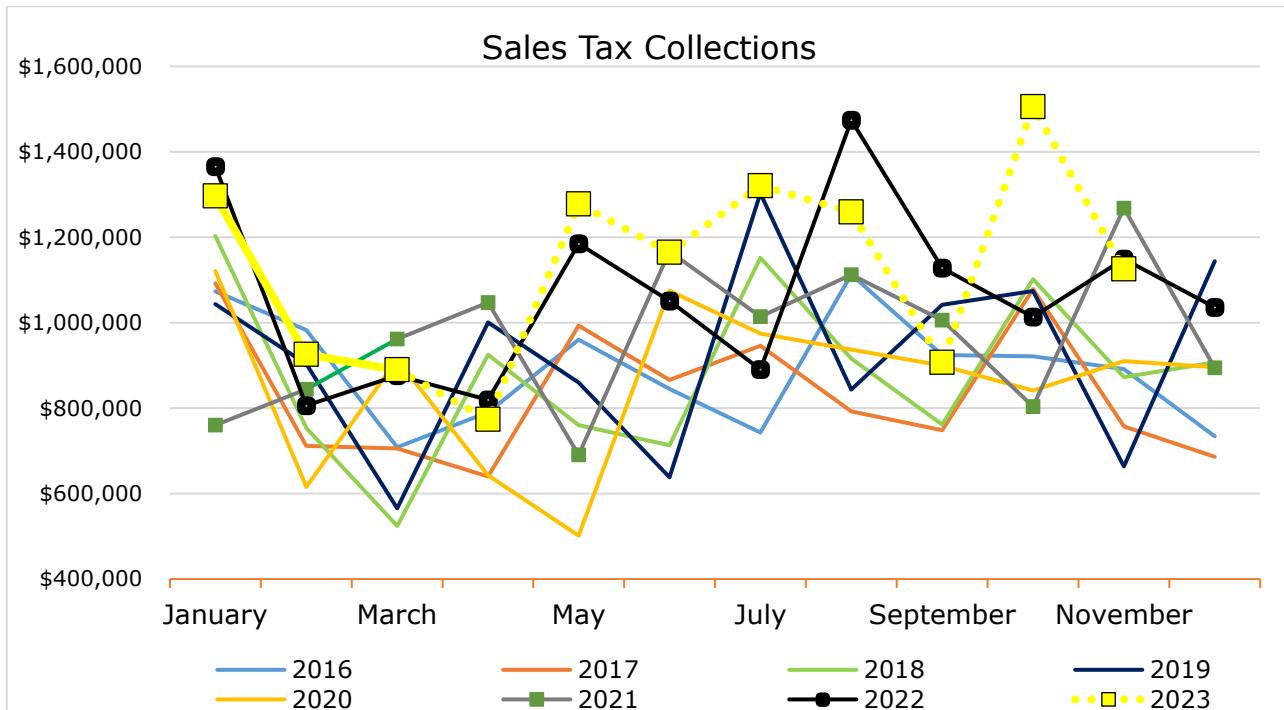
Meetings attended included: Meetings related to Project Bee; Minot Area Transition to MPO standing meeting; City Hall Employee December Potluck; North Dakota Intergovernmental Sustainability call; KMOT Interview regarding MAGIC Fund Guidelines; MPO Policy Board meeting; Library Board meeting; Special Council meeting; various annual performance evaluations for Department Heads and direct reports; and a variety of internal project and communication

**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**

Below is the latest update on sales tax collections. YTD collections are 5.85% ahead of 2022 and 23.43% ahead of budget. HUB City collections remained strong and are 12.5% ahead of budget but down \$207,783 or 3.2% YOY.



### **HUB City Oil and Gas Tax**

*State of North Dakota*

**Total 2023 Budget**      \$ 5,500,000

<u>Month</u>	<u>Date</u>	<u>Total</u>
Jan	2/24/2023	484,341
Feb	3/21/2023	506,046
Mar	4/27/2023	499,821
Apr	5/19/2023	509,353
May	6/22/2023	496,631
Jun	7/25/2023	505,335
Jul	8/21/2023	488,209
Aug	9/27/2023	729,587
Sep	10/24/2023	617,671
Oct	11/22/2023	683,064
Nov	12/21/2023	666,098
<b>Totals</b>		<b><u>\$ 6,186,157</u></b>

### **Treasury Activities**

As interest rates continue to rise, 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 long-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**

As we approach the end of the year, we will be monitoring budgets to ensure that all budgets will be within their appropriation and looking for cost savings opportunities. These cost savings play a critical role in our ability develop future balanced budgets.

Our annual external audit has been scheduled with Eide Bailly for the end of March 2024.

### **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 ERP system, simplify the process and improve compliance. Training for employees is anticipated in mid-January-early February.

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

### **Engineering City Engineer, Lance Meyer**

#### **Department Updates**

- In December, the Department issued 8+ right of way permits and attended 4 DRT meeting.
- Cityworks software configuration is in its final stages. We are currently renewing contractor licenses for 2024, as well as alarm and tobacco licensing.
- In December, the Traffic Division completed 48 work orders, including 12 streetlight luminaire replacements and 9 hit traffic signs.
- Lance continues to provide technical assistance to the newly created Central Dakota MPO.
- Engineering staff has been working on several NDDOT funding opportunities. Those brought to City Council are staff recommendations for the following programs; Transportation Alternatives, Highway Safety Improvement Program, Urban Grant Program, and the Flexible Transportation Fund Program.
- In mid-January, Stephen will be attending the Transportation Research Board. The TRB is an annual national meeting that shares ideas and research for all forms of transportation engineering.

#### **Staffing**

- We continue to have two open project engineer positions, one of which has been vacant since June 2022 and the other since November 2022. We plan to attend several spring career fairs across the state in hopes of recruiting new graduates. We will also begin recruiting for an engineering technician – the right candidate could be hired in place of one of the project engineers.

## **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.
- 2022 Signal District-1 for 37<sup>th</sup> Avenue SW and 23<sup>rd</sup> Street SW has recently received material. This traffic signal is anticipated to be completed in early January 2024.
- 2023 Sidewalk, Curb & Gutter is substantially complete but has punch list items that cannot be completed until spring.

## **2024 Project Design**

- Next year's projects are well into design. Some may begin bidding in late January or February.
- 2024 Signal Improvement for S Broadway and 16<sup>th</sup> 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**

As we are wrapping up our 2023 year, we have been working feverishly on converting to the new ADP system. Evaluations and timekeeping are the final steps to completing our conversion and will be holding training session starting next week.

CPSM will be here the second week of January for their site visit. We have received the preliminary data report which we have reviewed and we were pleased to see that Station 5 is making an impact on our overall response times.

## RESPONSE TIME BY MONTH

Table 18 presents the average and 90th percentile response times for each month between October 1, 2022, and September 30, 2023. MFD added Station 5 on 8/20/2023. This analysis examines the impact of the new station on MFD's response time.

**TABLE 18: Average and 90th Percentile Response Time of First Arriving Unit, by Year and Month (Minutes)**

Year	Month	Average Response Time				90th Percentile Response Time				Call Count
		Dispatch	Turnout	Travel	Total	Dispatch	Turnout	Travel	Total	
2022	10	3.0	0.8	3.8	7.6	4.3	1.6	6.7	10.7	325
2022	11	2.7	1.0	3.8	7.5	4.3	1.8	6.2	10.7	329
2022	12	3.0	1.0	4.0	8.0	4.8	1.8	6.7	11.3	413
2023	1	3.0	1.0	4.0	8.0	4.4	2.0	6.1	11.1	355
2023	2	2.8	1.0	4.0	7.8	4.3	1.8	6.5	11.0	294
2023	3	2.8	0.9	3.9	7.6	4.3	1.9	6.2	10.6	322
2023	4	2.4	1.0	3.8	7.2	3.6	1.9	6.1	9.9	287
2023	5	2.8	0.9	3.7	7.4	4.2	1.8	6.0	10.9	340
2023	6	3.2	0.9	4.0	8.0	4.8	1.9	6.0	11.3	300
2023	7	2.7	1.0	4.2	7.8	4.1	1.9	6.9	11.1	338
<b>10 Month Subtotal</b>		<b>2.8</b>	<b>1.0</b>	<b>3.9</b>	<b>7.7</b>	<b>4.3</b>	<b>1.8</b>	<b>6.4</b>	<b>10.9</b>	<b>3,303</b>
2023	8	2.6	1.0	3.6	7.1	4.1	1.9	6.0	9.9	321
2023	9	2.9	0.8	3.4	7.1	4.4	1.6	5.5	9.7	311
<b>Total</b>		<b>2.8</b>	<b>0.9</b>	<b>3.8</b>	<b>7.6</b>	<b>4.3</b>	<b>1.8</b>	<b>6.2</b>	<b>10.8</b>	<b>3,935</b>

### Observations:

- Between October 2022 and July 2023, before Station 5 was in service, the average and 90th percentile response times were 7.7 and 10.9 minutes, respectively.
- After Station 5 was in service, in September 2023, the average response time decreased eight percent from 7.7 to 7.1 minutes, and the 90th percentile response time decreased 11 percent from 10.9 to 9.7 minutes, respectively.

We are rolling out the 2024 training plan and finalizing our reporting for 2023. 2023 has been a year of growth for the Minot Fire Department. So many changes have happened over the past year moving our department in a new direction. Anticipating the arrival of 2024, we eagerly await the unfolding of new changes on the horizon.

**Airport  
Director, Jennifer Eckman**

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

- November of 2023 had a slight increase in enplanements and revenues across the board over last year and mostly over last month. We started the direct flights to Orlando-Sanford Airport at the end of the month and we anticipate that the demand for that flight should remain strong through the winter months.

## **Staffing and Training**

- **Staffing** –
  - Part-Time – The part-time Facility Tech position was advertised, interviews were conducted, and the job was offered. The new employee starts in December.
  - Airport Safety & Security Specialist – The job was posted during the month to begin the recruitment process with an anticipated start date in January.
  - Traffic Control Officer Interview Panel – The Airport Operations and Maintenance Manager participated on the interview panel for City Police Department.
- **Training and City P.R.I.D.E.** –
  - Minot Area Chamber EDC Community Leadership Institute (CLI) – The Airport Director and the Airport Business and Development Manager “graduated” from the program on November 2, 2023.
  - 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.
  - Hunter’s Safety – The Airport Operations team completed the ND Hunter’s Safety Course.
  - Overview of Public Procurement – The Airport Director participated in the Finance sponsored online training.
  - NDSU Pesticide Certification Webinar Training – The Operations team members took this training to meet the requirements to handle and dispense pesticides on the airfield.
  - Job Shadow – The Airport’s foremen developed a job shadow program within their divisions (ops and facilities) to help foster relations between the two divisions and to create a greater understanding of what each other does.
  - ADP Training – The Airport team attended various trainings offered by HR throughout the month.
  - HazMat Tabletop – Airport staff participated in the City’s HazMat Tabletop on November 1.
  - Quarterly Staff Meeting (Thanksgiving Potluck) – The airport admin gave a quick status brief to the team and we enjoyed a Thanksgiving potluck.

## **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).
  - 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.
- **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.
  - Exit Lane – TSA sign off on a fully-functioning exit lane on November 28.

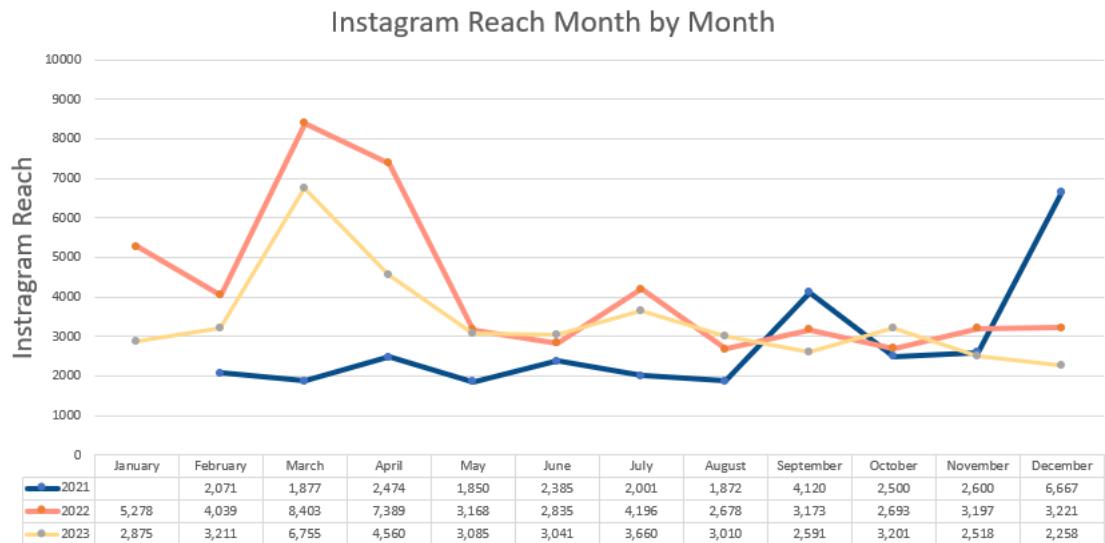
### **Community Engagement**

- Suspicious Bag – The Airport had a passenger leave behind a bag at the ticketing counter. The airport team treated it as a bomb threat and followed procedures. The PIO helped us inform the public of the developing situation. The terminal was evacuated and the City Bomb Squad responded appropriately deeming the bag a non-threat.
- Make-A-Wish – Wish Kid Anna began her adventure to the Disney from Minot.
- 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 Clubs –
  - Rotary - The Airport Operations and Maintenance Manager participates in Rotary.
  - Social Media – The top post for the month was the post for the inaugural flight to Orlando-Sanford on November 22, 2023 reaching over 1.2 million.
  - Firefighter Graduation Ceremony – The Airport Director attended the ceremony.
  - NDAC Statewide PCI Proposals – The Airport Director assisted the NDAC in scoring and ranking the respondents to the Statewide PCI study which will be starting this summer.
  - Career Expo – The career expo was held at the ND State Fair Grounds and the airport staff put together a hands-on “build a taxiway light” experience and played airport Jeopardy with the attending high schoolers.
  - 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.
  - Showcase of Business – The Airport had a popular booth at the annual event and played airport themed Jeopardy with the attendees.
  - American Association of Airport Executives – Airport staff participates in a variety of subcommittees and working groups within this organization and its Great Lakes Chapter.
  - Greater ND Chamber Transportation Forum – The Airport director moderated the session “The Impact of New Airport Terminals.”
- Media –
  - KMOT News – Interview about Holiday Travel (November 17)
  - KX News – Interview about Holiday Travel (November 22)

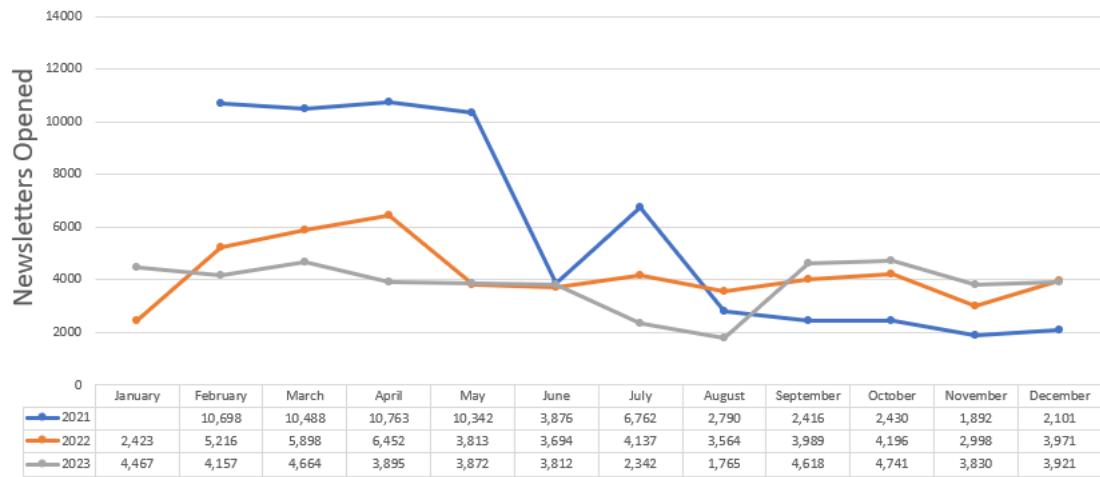
**Public Information  
Communication and Engagement Manager Jennifer Kleen**

**Highlights and Takeaways**

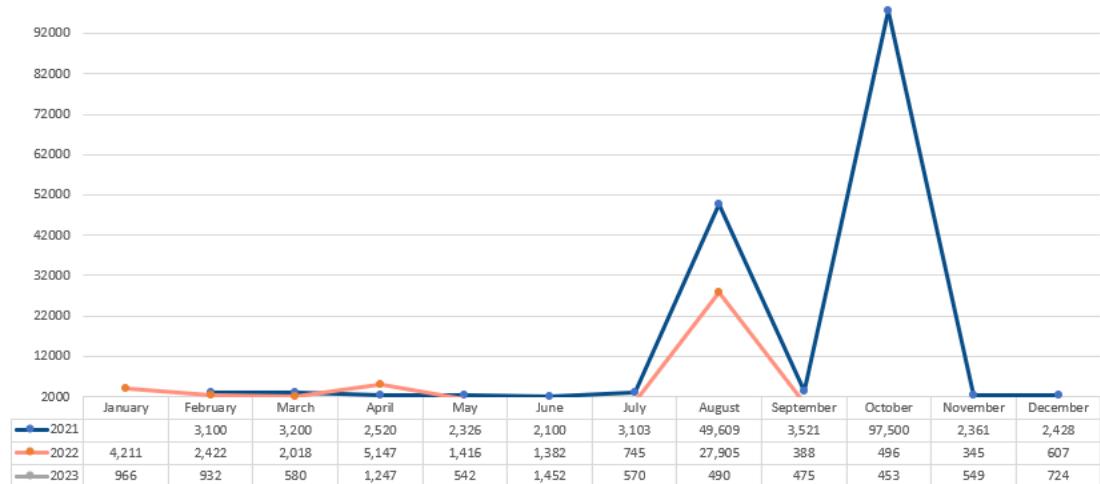
- Our office continues to assist with ongoing communications regarding the City's recycling/garbage programs, highlighted by a story of an amazing landfill crew that helped save a man's life this past summer. To address the day-to-day questions about potential missed collections, we're part of a Teams group chat with Sanitation Department employees that allows us to quickly respond to resident questions or cases where someone's recycling/garbage wasn't collected. The Sanitation Department is very quick to respond when a resident is missed in collection and provides us with information to help educate residents about sanitation collection schedules when necessary.
- In December, we held our second meeting with Mayor Tom Ross, City Manager Harold Stewart, and Executive Secretary Anna Schraeder to discuss the 2024 State of the City event. The event is set for Feb. 8. Details, including the time and event location, will be announced when they are finalized.
- We continue to assist multiple City departments with a wide variety of communication efforts, including helping the Police Department provide accurate and timely information to the public concerning high-profile cases that have included shooting incidents in the past month. T Kvigne also assisted the PD with its internal remembrance of Officer Pat Blanchard, and continues to work with PD and FD on their recruiting efforts and introductions of new department members.
- The level of support we receive from every department at the City continues to grow, which makes our jobs much easier. Thanks to everyone we've leaned on for information, assistance, and education.

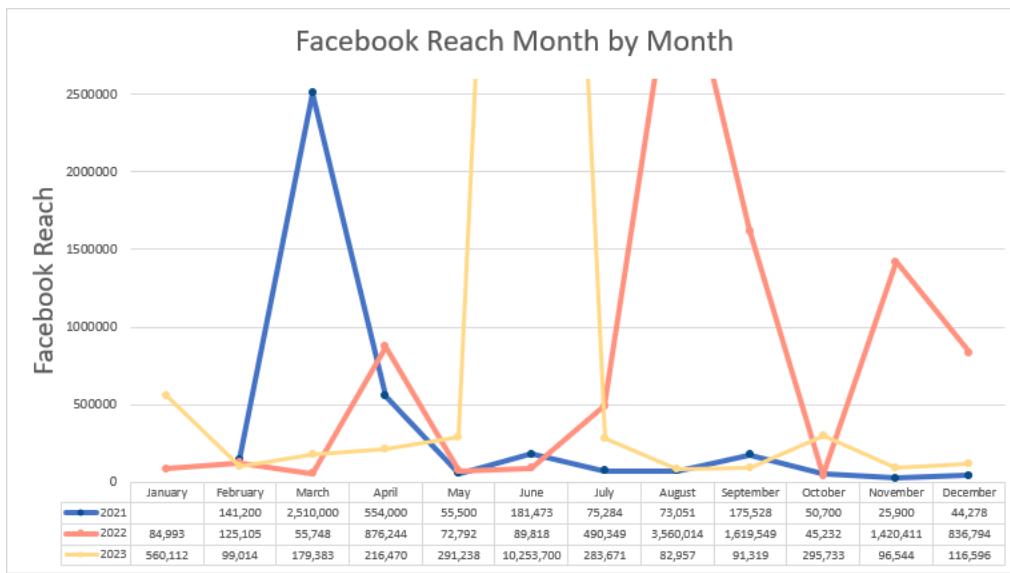
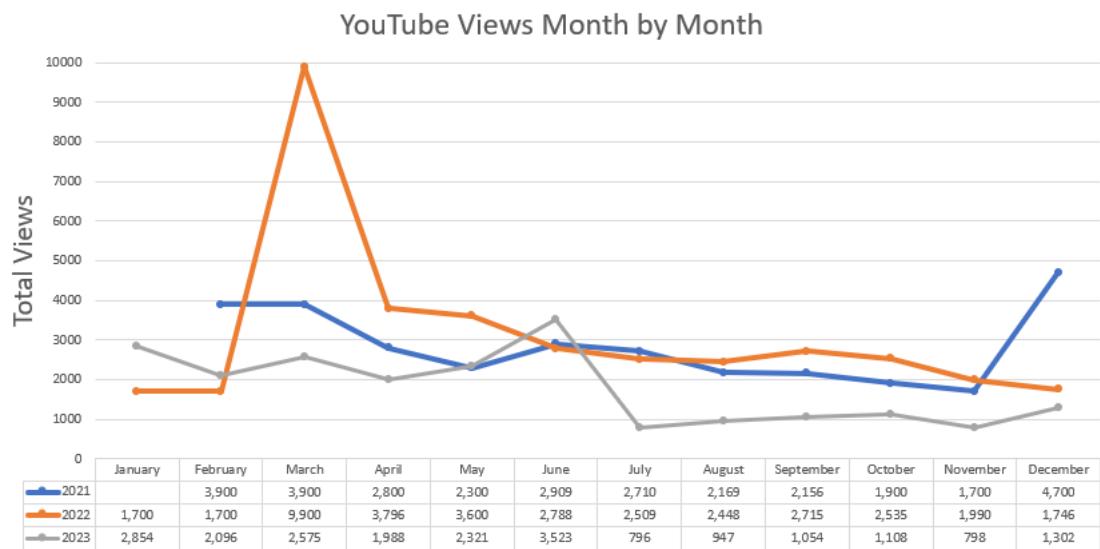


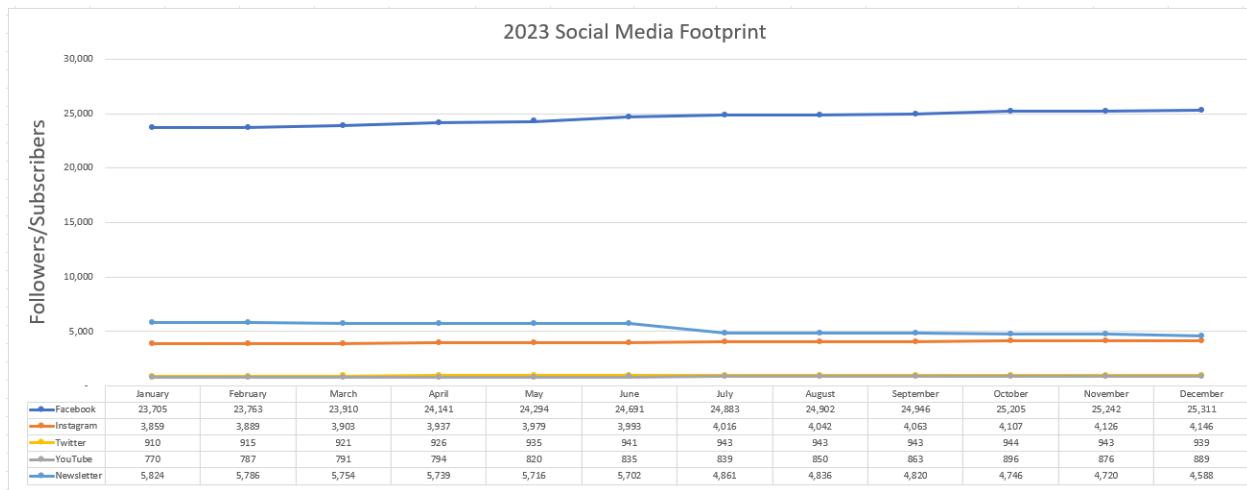
### Newsletter Opens Month by Month



### Twitter Reach Month by Month









Date: December 22, 2023  
To: Mayor/City Council  
City Manager  
From: City Attorney's Office  
Re: Monthly Attorney Report (January, 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 January 2, 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.

**January:** Settlement Agreement is signed, parties are working through the settlement terms, and closing is still 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 being prepared.

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.

**January:** Property acquired, payment rendered to Trinity, and staff is continuing to work on creating a new plat of the property that includes a metes and bounds description – a requirement of the Ward County Recorder.

### **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.

**January:** A three jury trial is scheduled for 4/30/2024, 5/1/2024, and 5/2/2024. 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.

## **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.

**January:** 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

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.

**January:** Post judgment collection efforts are ongoing. City Attorney is working with outside counsel to schedule a date for an executive session for attorney consultation.

### **3. Todd Mickelson v. City of Minot**

Counsel: 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.

**January:** Discovery is ongoing, Depositions are being scheduled. 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.

**January:** The City and RMM Properties, L.L.L.P. filed their appellate briefs with the District Court. As of the date of this memo, RMM Properties, L.L.L.P. has not yet filed a reply brief, but have sent a letter to the Court indicating that they intend to do so.

**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. PFAS/AFFF Multi-District Litigation No. 2873 ("MDL")** – The City Council directed the City Attorney and staff to take all steps necessary to opt out of the MDL at its November 6<sup>th</sup> City Council meeting. The City Attorney drafted the necessary opt out paperwork, secured signatures from the Mayor and Utilities Director, and served the same on MDL counsel and Notice Administrators via US Mail, both certified and regular, and via email, on November 27, 2023.
- 3. Alcohol License Hearing** – The City Attorney and City Conflict Counsel expended considerable time preparing for the hearing held on December 22, 2023 regarding KP2, Inc.'s retail liquor, beer, and wine license.
- 4. 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. Ward Co. Jail Contract:** The City Attorney reviewed an agreement with Ward County for Jail Services and provided comments to the Police Chief.
  - b. MPO Memorandum of Agreement:** The City Attorney reviewed and provided redlines on a MOA among entities involved in the Central Metropolitan Planning Organization ("MPO").
  - c. MPO Services Agreement:** The City Attorney reviewed and provided redlines on a draft agreement between the City and proposed MPO.
  - d. Airport Rules and Standards:** City Attorney Stalheim and Assistant Attorney Dickerson reviewed the Airport Rules and Standards with Airport staff.
  - e. Airport Rental Car Agreements:** City Attorney Stalheim and Assistant Attorney Dickerson reviewed the Airport Rental Car Agreements.

- f. **ADP Training:** The City Attorney's Office staff has been completing training on the City's new ADP software.
- g. **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.
- h. **Special City Attorney Appointment:** Assistant City Attorney Dickerson prepared special appointment paperwork for the Council to approve Assistant Ward County State's Attorney Tina Snellings as a Special Assistant City Attorney to handle a conflict case.
- i. **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.
- j. **Retail Coach Amendment:** City Attorney reviewed and provided comment to Community Development Director and City Manager regarding the proposed contract amendment to exercise the option to extend the original contract for an additional 12 months.
- k. **NDR Relocation Benefits Appeal:** City Attorney reviewed and discussed an NDR appeal for relocation benefits with the NDR Program Manager.
- l. **Alleyway Speed Limit Ordinance:** Assistant City Attorney Schmitz is meeting with the Engineering Department to discuss a proposed alleyway speed limit ordinance.
- m. **CDM Smith Contract to Assist with MI4 Acquisitions:** The City Attorney reviewed an Amendment drafted by the NDR Program Manager and CDM Smith to extend their contract to assist with MI4 acquisitions.
- n. **Actuarial Consulting Agreement:** The City Attorney reviewed and provided redlines to City Finance staff regarding a proposed agreement with Gallagher for actuarial consulting services.
- o. **Watermain Replacement Agreements:** The City Attorney and Assistant City Attorney Schmitz reviewed and provided comments on State Water Commission and Department of Water Resources cost share agreements for watermain replacements.
- p. **Agreement for Coroner Services:** The City Attorney and Assistant City Attorney Dickerson reviewed an MOU for coroner services and provided comment to PD/Fire Chiefs.
- q. **Civil Service Hearing:** The City Attorney and HR Department have been advised of an appeal to the City of Minot Civil Service and the City Attorney has began reviewing documentation related to that appeal.

## **5. Ordinance/Policy Revisions:**

- a. **Human Relations Ad Hoc Committee:** The City Attorney attended the committee meetings and drafted a proposed ordinance to adopt on first reading.
- b. **Alcohol Ordinance Ad Hoc Committee:** The City Attorney participated in staff meetings to discuss potential topics to bring to the committee.
- c. **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.

**6. City Manager Committees:** Assistant City Attorney Dickerson has volunteered to serve on the Employee Recognition Committee.

**7. 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 and 2023 thus far:

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

<b>2023</b>	<b>Criminal</b>	<b>Traffic</b>	<b>Total</b>
<b>January</b>	83	177	260
<b>February</b>	84	208	292
<b>March</b>	121	256	377
<b>April</b>	154	361	515
<b>May</b>	145	318	463
<b>June</b>	119	357	476
<b>July</b>	170	404	574
<b>August</b>	147	372	519
<b>September</b>	112	260	372
<b>October</b>	124	310	434
<b>November</b>	155	250	405
<b>December</b>			
<b>totals</b>	1135	2713	3848

- 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



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

**On December 18, 2023, a Regular Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Ross called the meeting to order at 5:30 pm.**

**ROLL CALL**

**Members Present:**

Burlingame, Evans, Jantzer, Olson, Pitner (via Teams), Podrygula, Ross

**Members Absent:**

None

**PLEDGE OF ALLEGIANCE**

Mayor Ross introduced the Minot Change of Pace Singers to sing the National Anthem.

**MAYOR'S REPORT**

Mayor Ross attended a Task Force 21 meeting, an MACEDC Business After Hours event, and participated in the Holiday Train event. He also presented a proclamation to the MHS Bowling Team.

**CITY MANAGER'S REPORT**

Harold Stewart submitted a written report to the council. He also introduced Thomas Joyce, the new Assistant City Manager, who was in town working on relocation.

**5.1 MAJOR SUBDIVISION PRELIMINARY PLAT: ROSEHILL CEMETERY FOURTH ADDITION**

The City Council held a hearing requested by Brian Billingsley, Community and Economic Development Director, for a preliminary plat to consolidate several properties into two (2) lots. The proposed subdivision is to be named Rosehill Cemetery Fourth Addition, being a replat of Outlot 18, Rosehill Cemetery, St. Leo's Cemetery, and St. Anthony Hill Addition, located in the northwest and northeast quarters of Section 25, Township 155N, Range 83W of the Fifth Principal Meridian, to the City of Minot, County of Ward, State of North Dakota provided in Attachment A.

The property includes three unaddressed properties between 3rd St. SE and approximately 950 linear feet east that abut 11th Ave. SE., 700 11th Ave. SE, and 601 16th Ave. SE.

Alderman Jantzer moved the City Council close the public hearing and approve a major subdivision preliminary plat for Rosehill Cemetery Fourth Addition in alignment with the Planning Commission recommendation.

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

**CONSENT ITEMS**

Alderwoman Olson moved the City Council approve consent items 6.1-6.6 and 6.8-6.16.

**6.1 CITY COUNCIL MINUTES - Approve the minutes from the December 4, 2023 Regular City Council meeting.**

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

1. Ordinance No 5928 - 2023 BA - FY22 USDOJ Bulletproof Vest (PD0228)
2. Ordinance No 5929 - 2024 BA - Wetland Mitigation for Airport
3. Ordinance No 5930 - 2023 BA - MINOT JUNIOR GOLF DONATION

(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 administrative approvals.**

1. Minot High Cheer Booster Club to conduct a raffle on January 15, 2024 at Minot High School (1100 11th Ave SW).
2. NoDak Heat to conduct a raffle on January 25, 2024 at Nedrose High School (5705 15th Ave SE).
3. Magic City Girls Basketball Boosters to conduct raffles and a sports pool from December 11, 2023 through February 20, 2024 at Minot High School (1100 11<sup>th</sup> Ave SW).
4. Project Bee to conduct a raffle on February 13, 2024 at Sports on Tap Room 221 (220 S Broadway).

5. Minot Quilt Guild "Prairie Quilters" to conduct a raffle on April 6, 2024 and December 5, 2024 at Grand Hotel (1505 N Broadway) & Vincent Methodist Church (1024 2nd St SE).
6. Special Event Permit for KP2, Inc. dba The Spot (6 2nd St NW).
7. Two Special Event Permits for Der Blaue, LLC dba The Blue Rider (118 1st Ave SE).
8. Two Special Event Permits for Sports on Tap, Inc dba Sports on Tap (220 S Broadway).
9. Special Event Permit for Atypical, LLC. dba Atypical Brewery & Barrelworks (510 E Central Ave).

**6.4 MAYORAL APPOINTMENTS** - Confirm the following appointments:

- Dustin Offerdahl reappointment to the Planning Commission with a term to expire December 31, 2028.
- Tom Alexander of the Minot Housing Authority to replace Kerry Candrian on the Renaissance Zone Review Board with a term to expire December 2026.

**6.5 ALCOHOLIC BEVERAGE LICENSE RENEWAL** – Approve the renewals for the Alcohol Beverage Sales License for the upcoming year as of January 1, 2024 through December 31, 2024.

**6.6 MAJOR SUBDIVISION FINAL PLAT, DEVELOPMENT AGREEMENTS: SACRED HEART ADDITION** - Approve the proposed major subdivision final plat for Sacred Heart Addition as provided in Attachment A; and approve the No Protest Pre-Annexation Agreement provided in Attachment B and Sacred Heart Addition Development Agreement provided in Attachment C; and authorize the Mayor to sign both agreements.

**6.8 AUTHORIZING RESOLUTION FOR TRANSIT GRANT** - Allow the Transit Department to apply for a NDDOT Section 5311 Operating and Maintenance grant; and authorize the Mayor to sign the Authorizing Resolution and authorize the Transit Superintendent to sign any other documents associated with this grant application.

**6.9 BUDGET AMENDMENT – TRANSIT HOIST AND ENGINE REPAIRS** - Approve the budget amendment to increase the Transit repair and maintenance revenues and expenditures for unexpected vehicle hoist and engine repairs and approve the use of Transit Department cash reserves to cover any shortfall in funding.

**6.10 SAFE STREETS AND ROADS FOR ALL GRANT ACCEPTANCE (4778)** - Accept the Safe Street and Roads for All Comprehensive Safety Action Plan Grant from the United States Department of Transportation; authorize the Mayor to sign and execute the Safe Street and Roads for All Grant Agreement with the United States Department of Transportation; and pass the attached budget amendment on first reading.

**6.11 CITYWORKS MAINTENANCE FEES BUDGET AMENDMENT (4423)** - Pass the attached budget amendment on 1st reading.

**6.12 CITY HALL RETAINING WALL ENGINEERING AMENDMENT 6 (4398)** - Approve contract amendment 6; and authorize the Mayor to sign the amendment.

**6.13 MAPLE STREET SW STREET CLOSURE AT CANADIAN PACIFIC KANSAS CITY RAIL CROSSING (4781)** - Approve the permanent street closure of Maple Street SW at the Canadian Pacific Kansas City crossing.

**6.14 JOB RECLASSIFICATION OF NDR FINANCIAL SPECIALIST TO ACCOUNTANT POSITION** - Approve the job reclassification of NDR Financial Specialist to and Accountant Position.

**6.15 RENTAL CAR CONCESSION AGREEMENT AND LEASE** - Authorize City Staff to approve the form contract; and authorize Mayor to sign applicable documents once signed by the Rental Car companies.

**6.16 PROPOSAL FOR EXPENDITURE OF BACK THE BLUE GRANT FUNDS** - Approve the expenditure of Back the Blue Grant funds for retention bonuses and recruitment bonuses for sworn police officers as outlined in the Proposed Project.

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

**6.7 AUTHORIZE FINAL PAYMENT OF \$477,035.98 TO PROJECT BEE - APPROVED**

Alderwoman Evans moved the City Council approve the final payment of \$477,035.98 to Project Bee from the NDR Grant Allocation but hold check until proof of compliance with sam.gov.

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

## **7. CHRISTMAS PERFORMANCE BY MINOT HIGH CHANGE OF PACE**

The City Council meeting recessed at 5:42 pm to listen to the Minot High Change of Pace Christmas Performance. The City Council resumed regular business at 5:57 pm.

### **ACTION ITEMS**

#### **8.1 PUBLIC HEARING - ANNEXATION OF LOT 1 OF DAWN TO DUSK TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA – APPROVED**

Alderman Jantzer moved the City Council close the public hearing and approve the ordinance provided in attachment A for annexation of Lot 1 of Dawn to Dusk Addition on first reading. The Annexation Exhibit is provided in Attachment B.

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

#### **8.2 STIPULATED SETTLEMENT FOR THE SPOT LIQUOR LICENSE VIOLATIONS – MOVED**

Mayor Ross moved the City Council decline the staff recommendation and move to a special hearing on Friday, December 22<sup>nd</sup> at 1:00 pm.

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

#### **8.3 TRANSIT CENTER APPROVE PLANS AND SPECIFICATIONS AND 1ST STREET SW TRAFFIC REVISIONS (4171) – APPROVED**

Alderman Pitner moved to table the item until after the conclusion of navigating the RFP process for the parking ramps contemplating an award and negotiations.

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

#### **8.4 MAGIC FUND GUIDELINES AD HOC COMMITTEE RECOMMENDATIONS - APPROVED**

Alderman Jantzer moved the City Council approve the recommendations from the committee as amended by the changes the council members requested.

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

#### **8.5 HUMAN RELATIONS AD HOC COMMITTEE RECOMMENDATIONS – APPROVED**

Alderwoman Olson moved the City Council acknowledge the work of the Human Relations Ad Hoc Committee but choose to delete Chapter 2, Article V, Division 4 (Human Relations Committee) of the Minot Code of Ordinances.

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

### **PERSONAL APPEARANCES**

The City Council heard from the public about topics such as ADA accessibility, the Human Relations Ad Hoc Committee, a Planning Commission topic, and the Cops and Kids event.

### **MISCELLANEOUS AND DISCUSSION ITEMS**

#### **10.1 VISIT MINOT REPORT**

Stephanie Schoenrock presented to the City Council the Visit Minot TRRF (Tourism Recovery and Resiliency Fund) Performance Report.

**LIAISON REPORTS**

Alderman Pitner discussed Visit Minot and has an upcoming Renaissance Review Board meeting. Alderman Jantzer mentioned and upcoming Central Dakota MPO meeting. Alderman Burlingame highlighted how the Start Up Minot event featured a childcare provider.

Alderwoman Olson attended the Souris Basin Planning Loan Review Committee meetings, the Human Relations Ad Hoc Committee final meeting, the Central Dakota MPO meeting, the Parking Ramp RFP interviews, and Souris Basin Planning Executive Board and full board meeting. Alderwoman Evans had no committee meetings. Alderman Podrygula attended the Minot Commission on Aging meeting, the Emergency Resource Council meeting and the open house for dispatch.

**ADJOURNMENT**

There being no further business, Alderwoman Olson moved the City Council meeting be adjourned. Motion seconded by Alderman Pitner and carried unanimously. Meeting adjourned at 7:40 pm.

For the full December 18, 2023 Regular City Council meeting video, see: [Minot City Council 12/18/23 \(youtube.com\)](https://www.youtube.com/watch?v=JyfJyfJyfJy).

ATTEST: \_\_\_\_\_  
Mikayla McWilliams, City Clerk

APPROVED: \_\_\_\_\_  
Thomas Ross, Mayor

**ORDINANCE NO: 5931**

**AN ORDINANCE AMENDING THE 2023 ANNUAL BUDGET TO INCREASE THE  
PUBLIC TRANSPORTATION REPAIR AND MAINTENANCE REVENUES AND  
EXPENDITURES FOR UNEXPECTED LIFT AND ENGINE REPAIRS AND  
APPROVE THE USE OF 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 public transportation repair and maintenance revenues and expenditures for the unexpected lift and engine repairs and approve the use of fund cash reserves:

20500000-33100	2023660003	\$31,176
20500000-33400	2023660003	7,795
20566000-44320	2023660003	17,062
20566000-44330	2023660003	38,972

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

PASSED FIRST READING:

December 18, 2023

PASSED SECOND READING:

January 2, 2024

**APPROVED:**

**ATTEST:**

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Thomas Ross, Mayor

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Mikayla McWilliams, City Clerk

**ORDINANCE NO: 5932**

**AN ORDINANCE AMENDING THE 2023 ANNUAL BUDGET TO INCREASE THE TRAFFIC DEPARTMENT CONSULTANTS REVENUES AND EXPENDITURES AND DECREASE THE TRAFFIC DEPARTMENT STREET INFRASTRUCTURE EXPENDITURES FOR ACCEPTANCE OF THE US DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS GRANT AND APPROVE THE TRANSFER OF FUNDS.**

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

§1: An ordinance amending the 2023 annual budget to increase the traffic department consultants revenues and expenditures and decrease the traffic department street infrastructure expenditures for the acceptance of the U.S. department of transportation safe streets and roads grant:

10000000-33100	2023370009	\$200,000
10037000-43040	2023370009	250,000
10037000-44510		(50,000)

§2: Approve the transfer of funds:

10037000-49101		\$50,000
10000000-39101	2023370009	(50,000)

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

PASSED FIRST READING:

December 18, 2023

PASSED SECOND READING:

January 2, 2024

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

**ORDINANCE NO: 5933**

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE INFORMATION TECHNOLOGY REPAIR AND MAINTENANCE AGREEMENTS EXPENDITURES FOR THE ANNUAL CITYWORKS MAINTENANCE FEES AND APPROVE THE USE OF GENERAL 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 information technology repair and maintenance agreements expenditures for the annual CityWorks maintenance fees, using general fund cash reserves:

10019000-44350		\$4,200
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**§2:** This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

December 18, 2023

PASSED SECOND READING:

January 2, 2024

**APPROVED:**

**ATTEST:**

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Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



**TO:** Mayor Tom Ross  
Members of the City Council

**FROM:** Mikayla McWilliams, City Clerk

**DATE:** January 2, 2024

**SUBJECT: ADMINISTRATIVE APPROVALS**

### **I. RECOMMENDED ACTION**

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

1. Lewis and Clark Elementary School to conduct a raffle on January 26, 2024 at Lewis and Clark Elementary School (2215 8<sup>th</sup> St NW).
2. Special Event Permit for Duckpond Ventures, LLC dba Saul's (105 1<sup>st</sup> St SE Basement).

### **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**

Payroll Name	Gross Pay
Baier, Jamison T	3,364.08
Brock, Vanessa M	3,563.20
Brock, William	4,001.49
Choi, Alex M	5,430.63
Clark, Benjamin P	3,636.56
Davis, Brandon	4,341.80
Depriest, Isaac	3,888.00
Dickson, Earnest edward	4,341.80
Draper, David	4,792.30
Eckman, Jennifer Kristin	11,244.80
Hernandez, Joe	3,932.10
Kaminski, Thomas	3,113.60
Klein, Craig A	3,563.20
Long, Jessica	5,632.00
McCuaig, Tyler	2,250.03
Moody, Sharon	3,932.10
Norby, Judy	4,030.70
Ortiz-Pabon, Nelson	4,131.00
Rafala, Michael	5,230.40
Romanick, Maria C	5,916.80
Schriock, Brittany R	2,527.84
Takashige, Alec N	4,644.08
Urban, Randy N	3,155.77
Warbis, Conner Joseph	564.16

**Home Department Description: Assessors**

Payroll Name	Gross Pay
Druse, Damon	7,914.48
Kamrowski, Ryan L	4,486.35
Lovelace, Daniel D	6,089.73
Maragos, Sheila M	6,396.40
Nelson, Chelsy	3,523.21
Schlecht, Dustin J	6,719.48

**Home Department Description: Cemetery**

Payroll Name	Gross Pay
Roteliuk, Rondel R	6,090.60
Sanford, Allison Beth	3,959.16
Seifert, James R	4,163.02
Zietz, Cole J	3,948.75

**Home Department Description: City Attorney**

Payroll Name	Gross Pay
Dickerson, Corbin	7,958.40
Henjum, Nathaniel	3,985.60
Horst, Nancy	5,204.46
Schmitz, Nick	7,033.60
Stalheim, Stefanie	10,969.60

**Home Department Description: City Manager**

Payroll Name	Gross Pay
Kleen, Jennifer LeAnn	6,531.20
Kvigne, T	4,762.60
McWilliams, Mikayla	5,654.18
Obenchain, Bryan	4,881.00
Schraeder, Ann M	4,510.40
Stewart, Harold Leroy	14,682.20

**Home Department Description: City Shop**

Payroll Name	Gross Pay
Anderson, Robbie	3,793.60
Cox, David P	
Doyle, April S	3,133.06
Elder, Matthew J	
Erickson, Travis	3,395.64
Headrick, Jesse	3,611.20
Hermanson, Brook A	4,080.60
Horinka, Brian L	8,117.16
Marsh, Timothy D	4,951.01
Ortmann, Donald G	5,867.80
Rivera, Frank R	4,080.60
Sampson, Jody S	6,160.60
Whetstine, Koby W	4,400.00

**Home Department Description: Dispatch**

Payroll Name	Gross Pay
Alves, Jeanne E	5,481.63
Bjertness, Lacie J	5,525.29
Christie, Sean A	7,735.09
Cowden, Brandy	
Evans, Amy	3,272.00
Haugan, Margaret H	6,694.40
Hurt, Jenna F	9,337.05
Lausch, Jacqueline	5,069.08
Lonis, Ashleigh	3,882.05

Payroll Name	Gross Pay
Meicher, Chloe G	1,958.55
Monk, Harry	3,048.76
Moreno, Christina Rachel	2,454.00
Newman, Samantha	4,134.39
Olson, Justice	3,452.91
Orla-Cabral, Kristen	
Perius, Juana	6,065.60
Petersen-Ness, Tami	
Roehm, Brandi	3,062.39
Schmidt, Lindsey Marie	3,272.00
Schoen, Molly	5,801.43
Sorensen, Elizabeth A	6,530.48
Van Hill, Shanlya M	6,270.11

Home Department Description: Engineering	
Payroll Name	Gross Pay
Erickson, Aleesha L	6,531.20
Foley, Taylor	4,187.20
Hoffart, Jesse	6,065.60
Huettl, Emily	8,361.60
King, Matthew R	6,216.00
Meyer, Lance E	11,244.80
Ramos, Nicole	4,977.60
Randash, Alexander X	2,062.50
Romann, Alicia A	4,622.42
Steckler, Thomas E	6,862.40
Swartz-Dahl, Sami	4,400.00
Vorgitch, Julia	3,985.60

Home Department Description: Finance	
Payroll Name	Gross Pay
Burns, Callie S	5,360.01
Calderon, Adam J	
Grabow, Randi L	4,292.80
Kuivenhoven, Janet K	4,292.82
Lakefield, David	12,108.80
Molina, Crystal R	3,985.61
Olson, Jaelee	3,915.34
Schmidt, Susan	5,225.28
Shefstad, Brittany J	4,737.60
Shelkey, Melody L	7,033.60
Stein, Jeanne	6,065.60
Van Grinsven, Kristin	5,700.44
Variste, Jeanny	4,393.43
Zeece, Holly	4,844.20

Payroll Name	Gross Pay
Zelinski, Jenna M	7,763.20

Home Department Description: Fire - Administration	
Payroll Name	Gross Pay
Babinchak, Jason A	7,763.20
Berg, Lorie A	5,431.69
Brown, Robby	5,657.00
Hammer, Stuart	5,657.00
Kronschnabel, Kelli	12,108.80
Seifert, Travis J	6,467.84
Summers, Dana W	5,385.00
Weber, Brent A	7,763.20

Home Department Description: Fire Control	
Payroll Name	Gross Pay
Aberle, Christopher	9,514.20
Allen, Scott	4,458.24
Anderson, Joseph	4,251.81
Angelo, Jason	5,129.04
Baker, Griffin Joseph	4,674.80
Beck, Kyle W	8,593.18
Bell, Ryan A	4,094.48
Berntson, Austin	6,520.04
Blackwood, Robert	5,132.82
Boechler, Matthew A	3,913.14
Burgess, Justin T	6,456.24
Burns, Austin T	7,511.65
Christen, Tyler P	4,352.49
Coleman, Alexander	5,528.40
Crisp, Michael D	
Croxall, Jeremy M	5,910.71
Decoteau, William	
Degele, Travis W	8,289.60
Dockter, James	5,354.96
Eull, Mitchell	4,623.36
Fernandez, Jacob S	4,262.90
Filkins, Jacob E	5,527.83
Fylling, Jacob	4,788.48
Garberg, Tully D	5,230.40
Ghent, Tyler	3,594.76
Gilliss, Shane	8,254.06
Givens, Andrew	4,827.94
Hanselman, Andrew J	8,007.00
Hanson, Jonathan	4,704.56
Hanson, Myles	4,589.82

Payroll Name	Gross Pay
Hardy, Glen A	9,083.67
Harris, Caleb	
Hayden, Jameson	3,985.60
Kristiansen, Hans	10,019.60
Laks, Damon	4,899.40
Laskowski, Paul J	8,886.20
Lentz, Jacob W	8,509.40
Mathieson, Mark	4,737.61
Maxwell, Mason W	9,686.11
McFadden, Kyle	
Meadows, Casey D	7,980.63
Meadows, Jaydee	4,737.60
Meyer, Trent	3,498.04
Nerem, Jesse	5,098.08
Newman, Phillip	4,394.13
Olson, Joshua	4,737.60
Orr, Jeremiah	5,284.96
Peterson, Aaron P	7,253.40
Raymond, Daniel	6,309.64
Rice, Alec D	4,223.44
Rohrbach, Robert A	6,360.28
Ross, Michael T	3,777.62
Rostberg, Casey	5,938.30
Safranski, Dustin M	6,334.64
Schill, Kyle	4,932.96
Schriock, Kerry W	9,388.60
Shoemaker, Charles	6,239.25
Sickles, Chad	4,955.06
Staples, Kayden	3,723.72
Tancabel, Andrew	6,720.10
Taylor, Matthew	3,723.72
Tougas, Brady W	5,070.15
Urban, Augustus	4,856.32
Walhood, Bradley	4,737.60
Walter, Devin M	7,033.60
West, Jason	7,826.12
Zabka, Aaron	4,602.72

Home Department Description: Human Resources	
Payroll Name	Gross Pay
Jundt, Lisa R	9,228.80
Porterfield, Monica L	6,851.66
Scott, Courtney K	4,622.40
Thurston, Brittany	6,251.75

**Home Department Description: IT**

Payroll Name	Gross Pay
Albertson, Alec	5,797.80
Herslip, Jacob	3,725.80
Knudsvig, Miles	4,881.00
McKibben, Jason S	8,206.80
Podolski, Tyler	3,725.80
Ulrickson, Paul M	8,008.40

**Home Department Description: Inspections**

Payroll Name	Gross Pay
Bischof, Duran	5,360.00
Degroot, Gage	7,209.60
Falconer, Daniel	1,935.00
Falkenburg, Delores D	4,400.00
Hancock, Thomas	1,881.00
Kilichowski, Owen J	5,772.80
Kimball, Michelle L	4,856.00
Murphy, Michael J	6,694.40
Sickler, Laurie A	4,400.00
Tillema, Luke	7,958.40
Walker, Richard E	6,694.40

**Home Department Description: Landfill**

Payroll Name	Gross Pay
Akin, Dwayne S	3,523.20
Anderson, Melissa Ann	2,619.21
Boucher, Robbie R	4,292.81
Bullard-Wolf, Christina	4,400.00
Bullard-Wolf, Travis D	4,187.21
Curelo, Steven	4,265.18
Foster, Krystle A	2,752.00
Hammer, Lorne R	4,737.61
Helgeson, David	4,400.00
Reimche, Tyler J	5,220.20
Shefstad, Allen	5,494.40
Wantz, Macey Jo	-1,797.93
Zuck, Darren S	4,737.60

**Home Department Description: Library**

Payroll Name	Gross Pay
Aberle, Craig S	3,321.60
Anderson, Brandon	591.39
Anderson, Janet B	

Payroll Name	Gross Pay
Bercier, Georgianna	964.26
Brey, Casey	
Brown, Leah M	1,049.93
Carswell, Pamela E	4,613.72
Fagerland, Benjamin	860.97
Hensley, Holly	2,803.13
Huseth, Valerie	3,188.80
Julson, Marcia G	4,049.60
Kranz, Martina Louise	478.02
Lien, Kathryn	2,716.80
Miller, Emily	105.98
Monley, Randi D	4,200.00
Moya, Zhaina	7,076.92
Ostlund, Emily	4,200.00
Payne, Kristina	502.29
Pecoraro, Betty	1,366.21
Pikka, Joshua	5,427.20
Possen, Lacey A	3,620.80
Schneibel, Veronica	3,819.20
Timothy, Scott D	5,128.80
Wheeler, Mary P	5,028.80
Williams, David J	1,053.28
Williams, Jillian	1,015.50
Wolf, Julie M	3,193.21
Ziegler, Kassandra M	3,121.60

Home Department Description: Municipal Court	
Payroll Name	Gross Pay
Beall, Ashley	4,505.60
Dodge, Cindy J	2,752.00
Nishek, Laurie	4,510.40
Tallman, Nicole	3,793.60
Terry, Faron	600.00

Home Department Description: National Disaster Recover	
Payroll Name	Gross Pay
Barrette, Anthony	4,510.40
Plank, Christopher J	5,494.40

Home Department Description: Planning	
Payroll Name	Gross Pay
Anderson, Luke	518.00
Billingsley, Brian	9,939.20
Diedrichsen, Douglas Craig	7,763.92
Rivera, Nicole	2,406.35

Payroll Name	Gross Pay
Rosenthal, Jonathan	9,407.84
Van Dyke, John W	15,525.92
Zietz, Marjorie	5,230.41

**Home Department Description: Police - Administration**

Payroll Name	Gross Pay
Bachmeier, Kendra	2,684.80
Chapman, David J	8,074.40
Church, Jenna J	2,820.80
Doan, Diane T	
Foley, Jared S	8,318.56
Gessner, Cheryl K	6,068.21
Guthrie, Trisha K	3,793.61
Haug, Shane M	8,458.40
Klug, John M	11,202.40
Kolnes, Kimberly	2,820.80
McLeod, Matthew T	8,074.40
Olson, Ashley	4,295.20
Olson, Jacob	7,859.84
Roberts, Christine L	4,510.40
Sandusky, Caisee M	7,276.12
Shaw, Jarred	6,053.88
Stanfield, Carrie A	5,010.41
Sumlin, Robbie M	6,666.42
Sundbakken, Jason J	9,284.00
Watne, Mitchell R	5,282.03
Williams, Brian	6,563.50

**Home Department Description: Police - Investigations**

Payroll Name	Gross Pay
Asham, Carmen L	7,689.32
Bonney, Erin L	6,058.37
Casarez, Andres	6,353.98
Denovio, William	5,258.16
Dyke, Darren M	8,263.20
Eisenzimmer, Cameon	4,086.40
Guerton, Kristin	5,860.00
Hanks, Elijah	6,514.96
Heringer, Rebecca	4,510.42
Johnson, Charles S	7,184.28
Johnson, Greg W	8,087.42
Lentz, Stephanie M	6,272.80
Miller, Gannon E	6,257.81
Plessas, Dale J	9,069.60
Roach, Andrew	6,570.38

Payroll Name	Gross Pay
Wilkerson, Roman	6,490.45

Home Department Description: Police - Patrol	
Payroll Name	Gross Pay
Adelman, Shane	6,210.25
Altenhofen, Belinda	7,919.29
Andrade, Memorie	6,214.28
Asham, Carmen L	7,689.32
Bach, Kolbe M	6,159.14
Bambenek, Jason L	7,435.42
Bartlett, Alec	1,116.46
Batteiger, Daniel W	7,604.81
Becker, Krysta	6,294.40
Berentson, Taylor	4,712.57
Black, Winston	2,046.38
Boswell, Jordan	4,697.83
Boyungs JR, Craig	4,792.80
Burghardt, Thomas	4,478.36
Burns, Paul C	8,072.46
Burtsch, Tyler R	4,615.13
Carter, Ronald	6,486.63
Casarez, Andres	6,353.98
Cole, Matthew R	
Connole, Michael W	6,433.57
Denovio, William	5,258.16
Evans, Amy	3,272.00
Gonzales, Daniel	4,610.72
Haaland, Jay P	
Hall, Cullen	5,223.56
Harrington, Alexander D	5,898.55
Hathaway, Eric	4,831.48
Haug, Shane M	8,458.40
Hess, Andrew M	4,515.58
Hugg, Anthony	5,902.40
Jensen, Taylor A	8,566.94
Kenny, Stephen	
Kiss, Sarah	4,859.68
Knutson, Zachary W	5,010.41
Labodda, Seth	5,533.70
Lakoduk, Ross Allen Macklin	6,500.01
McLeod, Matthew T	8,074.40
Mehlhoff, Andrew K	7,020.36
Miller, Cody	5,931.84
Miller, Gannon E	6,257.81
Moss, Aaron D	

Payroll Name	Gross Pay
Myers, Zackery Colin	6,277.85
Noyes, Joshua D	7,779.52
Olson, Jacob	7,859.84
Pappenfus, Matthew J	
Pfeiffer, Peggy	4,200.80
Pollman, Dana	7,303.15
Presley, Jessica L	5,786.50
Reis, Shawn	6,356.83
Roach, Andrew	6,570.38
Roberts, Bobby R	4,523.76
Ruelle, Tyler J	7,445.44
Schoenrock, Stephen J	7,194.40
Shaide, Kristian	6,422.69
Shaw, Jarred	6,053.88
Somerville, Amanda M	5,524.87
Stanfield, Carrie A	5,010.41
Stebleton, Tatum	4,218.15
Strandemo, Cole A	7,744.28
Suarez, Jonathan	4,591.12
Sullivan, Christian	4,874.46
Sumlin, Robbie M	6,666.42
Sundheim, Justin C	9,503.20
Thompson, Thereisa F	
Washington, Anthony L	7,540.00
Watne, Mitchell R	5,282.03
Wegner, Shawn P	8,619.26
Wheeler, Daniel B	7,592.48
Wilkes, Jordan R	4,838.95
Williams, Brian	6,563.50

**Home Department Description: Property Maintenance**

Payroll Name	Gross Pay
Barnett, Zachary	
Eichstadt, Jacob	4,187.20
Espe, Scott A	3,214.44
Frazier, Eric	4,461.88
Heizelman, Grant L	5,764.00
Knatterud, Dena M	3,436.80
Lee, Rebecca	2,820.80
Randash, Shawn A	4,271.54
Rice, Alec D	4,223.44
Sickler, Kevin	8,117.16
West, Samantha M	2,963.20

**Home Department Description: Public Works - Administra**

Payroll Name	Gross Pay
Cofell, Benjamin H	7,209.60
Cuypers, Anthony J	3,611.20
Hoyt, Kari L	5,230.41
Jensen, Debra	3,038.40
Jonasson, Daniel B	
Meyer, Veronica M	8,066.40
Schettler, Tristan	4,977.60
Sorenson, Jason S	11,287.92

**Home Department Description: Sanitation**

Payroll Name	Gross Pay
Arriola, Joseph E	4,752.41
Hamel, Scott	5,126.33
Hammer, Reid	4,413.75
Ingold, Douglas A	4,400.00
Kraft, Joshua B	7,444.40
Lakoduk, Daltyn J	4,622.41
Marten, Harold L	4,187.20
Oange, Zephaniah N	4,455.00
Reynolds, Nicholas R	5,852.50
Shurtleff, Michael J	3,611.20
Simonson, Christopher A	4,622.40

**Home Department Description: Sewer Pumping**

Payroll Name	Gross Pay
Allen, Bryce J	3,115.21
Boyd, Samuel C	
Brevik, Dax	4,400.00
Cimino, Robert D	3,888.00
Dutenhafer, Wayne A	
Keller, Eric J	6,179.34
Kuglin, Troy D	4,737.60
LaValley, Christopher	3,081.13
Marmon, Shannon L	5,414.76
Olstad, Karlain L	3,038.40
Sloboden, Timothy J	5,414.78

**Home Department Description: Storm-Sewer**

Payroll Name	Gross Pay
Berg, Jared	3,038.40
Espe, Mark W	5,632.00
Herslip, Christopher C	3,436.80

Payroll Name	Gross Pay
Hogencamp, Matthew	3,038.41
Iglesias, Adrian	4,510.40
Kueffler, Alexander	3,038.41

Home Department Description: Street Department	
Payroll Name	Gross Pay
Braaten, Kevin A	7,763.20
Carpenter, Gary L	
Choquette, Marc F	5,102.41
Ciccarelli, Robert S	3,903.05
Edwards, Nicholas S	3,793.62
Foster, Jacob	4,853.53
Fredericksen, Brandon L	4,977.61
Funke, Danny J	2,630.00
Grant, Zachary L	6,216.00
Grondin, Joseph D	
Gross, Joseph M	
Gruse, Richard	3,038.41
Harvey, Dale A	6,154.59
Heizelman, Dean A	3,565.68
Herslip, Christopher C	3,436.80
Herzog, Rodney	3,296.74
Huntzinger, Brian D	4,737.60
Lower, Robert	3,611.20
MacKay, Brooke	3,888.00
Monk, Harry	3,048.76
Monley, Lucus	4,129.85
Neuhalfen, Scott J	3,330.72
Oberdick, Wilfred	3,793.60
Oswalt, Matthew	3,611.21
Poole, Kellen	3,038.42
Reynolds, Nicholas R	5,852.50
Scofield, Garrett D	5,772.80
Skinner, Lehmann	4,788.55
Torres, Diego Enrique	3,038.40
Vind, Roger T	4,977.60
Wood, Justin G	4,856.01

Home Department Description: Traffic	
Payroll Name	Gross Pay
Behrens, Jeffrey W	5,494.40
Bieger, Michael	3,192.00
Degenstein, Joseph	4,481.61
Derr, Nathan P	3,985.61
Joersz, Stephen	8,427.60

Payroll Name	Gross Pay
Rodman, David F	6,430.23
Sanchez, David L	3,772.80
Steen, Jeffery	2,356.00

Home Department Description: Transit/Bus	
Payroll Name	Gross Pay
Billings, Angelique M	1,999.50
Billings, Douglas E	3,271.80
Cooper, Dean	1,611.00
Cutaiar, Joseph	5,341.76
Dupre, Thomas J	
Hochsprung, Kory	4,013.09
Newbury, Tina M	3,793.60
Schalesky, Marty	2,904.75
Shekleton, Michael	3,811.38
Sigurdson, Debbie	4,375.78
Tinkle, Staci	

Home Department Description: Utility Billing	
Payroll Name	Gross Pay
Duchscherer, Haili	4,004.28
Dutenzafer, Miranda S	4,622.42
Grilley, Jamie N	3,038.41

Home Department Description: Water Distribtuion	
Payroll Name	Gross Pay
Bell, Ryan A	4,094.48
Bergrude, Carson	3,038.42
Brandt, Kelly G	5,966.40
Burnley, Cory	3,252.04
Christianson, Kurt A	5,077.54
Finken, Chad G	4,832.21
Forsman, Jacob R	
Hudson, Kasey L	4,737.61
Kelly, Kevin J	5,204.54
Knoop, Scot M	5,137.34
Lockyer, Cody M	3,954.83
Mazingo, Isiah S	
Opperude, Darin B	3,192.01
Randash, Brian K	6,239.20
Reisenauer, Rick	4,004.28
Reynolds, John E	6,862.40
Rieke, Dustin B	5,509.02
Robinson, Derek	4,187.21
Schnase, Cyndi J	4,510.40

Payroll Name	Gross Pay
Sloboden, Jacob	3,180.83
Westergaard, Steve B	5,520.16
Wiggins, Kaitlynn	3,192.00

**Home Department Description: Water Treatment Plant**

Payroll Name	Gross Pay
Andrysiak, Richard J	4,400.00
Dinsmoore, Marissa R	3,351.60
Fjeld, Debra A	1,022.96
Haider, Mark A	5,998.98
Hall, Steven M	1,597.00
Herd, Peter J	3,038.40
Kittelson, Collin	4,086.40
Kopp, Timothy J	4,687.40
Lopez, Ryan	3,699.36
O'Keefe, Kevin	4,507.44
Olson, Ralph	318.82
Paddock, Mark A	7,599.40
Parton, Janet L	4,856.00
Pederson, Robert A	5,098.80
Reimche, Keith R	5,331.42
Rensland, Brandon T	5,077.54
Seifert, Justin R	6,261.00
Valdez, Benjamin A	2,443.63
Walker, James Alonso	3,699.36
Grand Totals	
Total	2,456,478.37

## BUDGETED 2023 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	\$ 14,377.28
BCBS	480,666.21
BCBS Rebate	(91,381.27)
Federal Tax Withholding	0
Deferred Comp	12,058.36
NDPERS	
Empower	3,244.56
Verendrye	
Montana Dakota Utilities	30,463.34
Xcel Energy	
Discovery Benefits	8,437.33
ADP Payroll taxes wire 12/08/23 & 12/22/2023	271,432.57
ADP Payroll Wage garnishment 12/08/23 & 12/22/2023	11,864.65
ADP Payroll Taxes wire Alderman	
ADP Payroll Taxes wire Pension	
State Treasurer	
Stop payment Check # 298399	30.00
Stop payment Check # 298573	30.00
CFP-ASA interest	-
ADP FEES ADP PAYROLL FEES	
CCD 925029963318	
Total	<u><u>\$ 741,223.03</u></u>

Posting date	Transaction date	Supplier	Amount
11/29/2023	11/27/2023	Officemax/Depot 6513	\$ 53.98
11/29/2023	11/27/2023	Menards Minot Nd	\$ 26.89
11/29/2023	11/27/2023	The Home Depot #3703	\$ 128.96
11/29/2023	11/27/2023	The Home Depot #3703	\$ 36.72
11/29/2023	11/27/2023	Menards Minot Nd	\$ 81.93
11/29/2023	11/27/2023	Officemax/Depot 6513	\$ 304.22
11/29/2023	11/27/2023	Menards Minot Nd	\$ 9.87
11/29/2023	11/27/2023	Tractor-Supply-Co #0130	\$ 28.67
11/29/2023	11/28/2023	Adobe *acropro Subs	\$ 21.49
11/29/2023	11/28/2023	Dakota Fluid Power, Inc.	\$ 169.97
11/29/2023	11/28/2023	Sq *the Bark Porch Inc	\$ 84.00
11/29/2023	11/28/2023	North Country Mercantile	\$ 33.25
11/29/2023	11/28/2023	Acme Rents Minot	\$ 800.00
11/29/2023	11/28/2023	Column Public Notice	\$ 138.06
11/29/2023	11/28/2023	Lowes Printing	\$ 236.60
11/29/2023	11/28/2023	Hero Forge	\$ 103.74
11/29/2023	11/28/2023	Core & Main - Nd002	\$ 541.20
11/29/2023	11/28/2023	Adobe *acropro Subs	\$ 21.49
11/29/2023	11/28/2023	Locators & Supplies Inc	\$ 460.27
11/29/2023	11/29/2023	Uline	\$ 1,616.13
11/29/2023	11/29/2023	Intl Code Council Inc	\$ 160.00
11/29/2023	11/29/2023	Dmi* Dell K-12/Govt	\$ 1,167.91
11/30/2023	11/27/2023	Menards Minot Nd	\$ (61.72)
11/30/2023	11/28/2023	Officemax/Depot 6513	\$ 44.98
11/30/2023	11/28/2023	Carquest Auto	\$ 23.16
11/30/2023	11/28/2023	Officemax/Depot 6513	\$ 183.56
11/30/2023	11/28/2023	West Oaks Animal Hospital	\$ 233.94
11/30/2023	11/28/2023	Menards Minot Nd	\$ 27.63
11/30/2023	11/28/2023	The Home Depot #3703	\$ 49.96
11/30/2023	11/28/2023	Menards Minot Nd	\$ 56.32
11/30/2023	11/28/2023	Menards Minot Nd	\$ 26.96
11/30/2023	11/28/2023	Bound Tree Medical Llc	\$ 63.21
11/30/2023	11/28/2023	Bound Tree Medical Llc	\$ 37.40
11/30/2023	11/28/2023	Radisson Hotel Bismarc	\$ 99.80
11/30/2023	11/28/2023	Rhi Supply Minot	\$ 35.49
11/30/2023	11/28/2023	Evident Inc	\$ 114.00
11/30/2023	11/28/2023	Evident Inc	\$ 29.92
11/30/2023	11/28/2023	Fedex787019330489	\$ 43.15
11/30/2023	11/28/2023	Menards Minot Nd	\$ 11.45
11/30/2023	11/29/2023	Rdoce Min 020107	\$ 99.65
11/30/2023	11/29/2023	Delta Air	\$ 656.80
11/30/2023	11/29/2023	Delta Air	\$ 29.99
11/30/2023	11/29/2023	Delta Air	\$ 29.99
11/30/2023	11/29/2023	Delta Air	\$ 656.80
11/30/2023	11/29/2023	Amzn Mktp Us	\$ 23.73
11/30/2023	11/29/2023	Appliancepartspros.Com	\$ 141.56

11/30/2023	11/29/2023 In *american Truck & Trai	\$	350.39
11/30/2023	11/29/2023 Macs Minot, Nd	\$	109.31
11/30/2023	11/29/2023 Swanston Equip Minot	\$	(135.00)
11/30/2023	11/29/2023 Macs Minot, Nd	\$	1,999.99
11/30/2023	11/29/2023 Continental Metal Product	\$	4,995.80
11/30/2023	11/29/2023 Hach Company	\$	1,378.00
11/30/2023	11/29/2023 All American Trophies & S	\$	123.00
11/30/2023	11/29/2023 General Trading Company	\$	25.16
11/30/2023	11/29/2023 Copquest Inc	\$	26.94
11/30/2023	11/29/2023 Amzn Mktp Us	\$	14.95
11/30/2023	11/30/2023 Awwa.Org	\$	315.00
12/1/2023	11/29/2023 Main Street Books	\$	89.54
12/1/2023	11/29/2023 Barnes & Noble #2291	\$	55.00
12/1/2023	11/29/2023 Menards Minot Nd	\$	47.96
12/1/2023	11/29/2023 The Home Depot #3703	\$	69.95
12/1/2023	11/29/2023 Butler Machinery Company	\$	4,360.96
12/1/2023	11/29/2023 Menards Minot Nd	\$	6.54
12/1/2023	11/29/2023 Office Depot #1090	\$	178.93
12/1/2023	11/29/2023 Office Depot #1090	\$	20.31
12/1/2023	11/29/2023 Carquest Auto	\$	37.56
12/1/2023	11/29/2023 Sleep Inn Conference Cent	\$	150.00
12/1/2023	11/29/2023 Prairie Supply Inc	\$	95.88
12/1/2023	11/29/2023 Softchoice Corporation	\$	85.38
12/1/2023	11/30/2023 Sherwin Williams 703380	\$	35.50
12/1/2023	11/30/2023 Sherwin Williams 703380	\$	26.40
12/1/2023	11/30/2023 Shsnd-Archives	\$	4.00
12/1/2023	11/30/2023 Amazon.Com*ck5rf1ak3	\$	22.49
12/1/2023	11/30/2023 Acme Tools Minot	\$	22.99
12/1/2023	11/30/2023 Amazon.Com*r662r9oh3	\$	41.58
12/1/2023	11/30/2023 Muus Lumber And Hardware-	\$	859.58
12/1/2023	11/30/2023 Ndrin *nd Recrds Copy	\$	5.00
12/1/2023	11/30/2023 Nddot - Motor Vehicle	\$	6.00
12/1/2023	11/30/2023 Att	\$	50.96
12/1/2023	11/30/2023 Acme Tools Minot	\$	16.07
12/1/2023	11/30/2023 Cvs/Pharmacy #08611	\$	110.74
12/1/2023	11/30/2023 Smartsign	\$	291.00
12/1/2023	11/30/2023 Sq *the Bark Porch Inc	\$	100.00
12/1/2023	11/30/2023 Galls	\$	171.10
12/1/2023	11/30/2023 Fastenal Company 01ndmin	\$	75.00
12/1/2023	11/30/2023 Macs Minot, Nd	\$	254.40
12/1/2023	11/30/2023 Shsnd-Admin Services	\$	81.00
12/1/2023	11/30/2023 Amzn Mktp Us	\$	14.31
12/1/2023	12/1/2023 Nd Wsi	\$	171.90
12/4/2023	11/30/2023 Auto Value Minot	\$	67.99
12/4/2023	11/30/2023 Autopay/Dish Ntwk	\$	202.10
12/4/2023	11/30/2023 Menards Minot Nd	\$	29.99
12/4/2023	11/30/2023 Menards Minot Nd	\$	29.98

12/4/2023	11/30/2023 Menards Minot Nd	\$	83.34
12/4/2023	11/30/2023 Menards Minot Nd	\$	20.86
12/4/2023	11/30/2023 Military Names Llc	\$	75.50
12/4/2023	11/30/2023 Holiday Inn Fargo	\$	(20.22)
12/4/2023	11/30/2023 Napa Parts 0027632	\$	215.16
12/4/2023	11/30/2023 Dolan Consulting Group	\$	125.00
12/4/2023	12/1/2023 American Association O	\$	1,390.00
12/4/2023	12/1/2023 Spotify Ad Studio	\$	239.57
12/4/2023	12/1/2023 Asce Purchasing	\$	286.00
12/4/2023	12/1/2023 The Home Depot #3703	\$	35.86
12/4/2023	12/1/2023 Amzn Mktp Us	\$	29.01
12/4/2023	12/1/2023 Cenex Max Farm09885773	\$	20.02
12/4/2023	12/1/2023 Cenex Farstad 09907858	\$	26.55
12/4/2023	12/1/2023 Microtel Inns And Suites	\$	97.02
12/4/2023	12/1/2023 Jj Keller & Associates I	\$	491.68
12/4/2023	12/1/2023 Government Finance Offic	\$	305.00
12/4/2023	12/1/2023 Minot Area Chamber	\$	300.00
12/4/2023	12/1/2023 Cvs/Pharmacy #08611	\$	(110.74)
12/4/2023	12/1/2023 Amzn Mktp Us	\$	53.54
12/4/2023	12/1/2023 Hach Company	\$	700.79
12/4/2023	12/1/2023 Sq *the Bark Porch Inc	\$	95.00
12/4/2023	12/1/2023 Enerbase 09895632	\$	29.40
12/4/2023	12/1/2023 Sherwin Williams 703380	\$	125.00
12/4/2023	12/1/2023 Fedex787305773602	\$	11.10
12/4/2023	12/1/2023 Ck Holiday # 06431	\$	250.00
12/4/2023	12/1/2023 Amzn Mktp Us	\$	(14.31)
12/4/2023	12/1/2023 Amzn Mktp Us	\$	196.49
12/4/2023	12/1/2023 Dollar Tree	\$	22.75
12/4/2023	12/1/2023 Wal-Mart #1636	\$	27.40
12/4/2023	12/1/2023 Network Fleet, Inc.	\$	476.13
12/4/2023	12/2/2023 Menards Minot Nd	\$	19.92
12/4/2023	12/2/2023 Und-Career Services	\$	375.00
12/4/2023	12/2/2023 North Dakota State Uni	\$	500.00
12/4/2023	12/2/2023 Dmi* Dell K-12/Govt	\$	84,837.07
12/4/2023	12/2/2023 Amzn Mktp Us	\$	363.57
12/4/2023	12/3/2023 Delta Air	\$	30.00
12/4/2023	12/3/2023 Amzn Mktp Us	\$	82.00
12/4/2023	12/3/2023 Delta Air	\$	630.40
12/4/2023	12/3/2023 Amazon.Com*w18ip2123	\$	53.98
12/5/2023	12/4/2023 Border States Industries	\$	55.34
12/5/2023	12/4/2023 Border States Industries	\$	137.54
12/5/2023	12/4/2023 Auto Value Minot	\$	79.99
12/5/2023	12/4/2023 Auto Value Minot	\$	27.98
12/5/2023	12/4/2023 Amazon.Com*r081k5ct3	\$	48.89
12/5/2023	12/4/2023 Magic City Car Wash	\$	50.00
12/5/2023	12/4/2023 Cenex Horizon 09912007	\$	49.34
12/5/2023	12/4/2023 Gemar Photography	\$	50.00

12/5/2023	12/4/2023 The Ups Store 1423	\$	88.50
12/5/2023	12/4/2023 B&h Photo 800-606-6969	\$	5,482.57
12/5/2023	12/4/2023 Tlo Transunion	\$	160.40
12/5/2023	12/4/2023 Hach Company	\$	1,147.60
12/5/2023	12/4/2023 Linde Gas & Equipment Inc	\$	90.05
12/5/2023	12/4/2023 Jcpenney 1976	\$	250.96
12/5/2023	12/4/2023 Core & Main - Nd002	\$	3,150.00
12/5/2023	12/4/2023 Amzn Mktp Us	\$	57.62
12/5/2023	12/4/2023 Grainger	\$	223.17
12/5/2023	12/4/2023 Harbor Freight Tools3246	\$	114.99
12/5/2023	12/4/2023 Arrowhead Ace	\$	92.96
12/5/2023	12/4/2023 Arrowhead Ace	\$	27.96
12/5/2023	12/4/2023 Farstad Oil Minot	\$	262.08
12/5/2023	12/4/2023 Acme Rents Minot	\$	90.00
12/5/2023	12/4/2023 Core & Main - Nd002	\$	540.02
12/5/2023	12/4/2023 Baker-Taylor	\$	4,344.81
12/5/2023	12/4/2023 Amzn Mktp Us	\$	29.71
12/5/2023	12/4/2023 Amazon.Com*864696yt3	\$	28.99
12/5/2023	12/4/2023 Amzn Mktp Us	\$	29.00
12/5/2023	12/4/2023 Amzn Mktp Us	\$	13.45
12/5/2023	12/4/2023 Baker-Taylor	\$	517.94
12/5/2023	12/4/2023 Amazon.Com*gq2482923	\$	20.98
12/5/2023	12/4/2023 Amazon.Com*1o6qz8tp3	\$	39.99
12/5/2023	12/4/2023 Baker-Taylor	\$	292.87
12/5/2023	12/4/2023 Baker-Taylor	\$	41.91
12/5/2023	12/4/2023 Automationdirect.Com	\$	476.00
12/5/2023	12/5/2023 Amazon.Com*qp8cq4j93	\$	19.96
12/5/2023	12/5/2023 Amzn Mktp Us	\$	75.90
12/5/2023	12/5/2023 Dmi* Dell K-12/Govt	\$	147.18
12/5/2023	12/5/2023 Dmi* Dell K-12/Govt	\$	1,167.91
12/5/2023	12/5/2023 Dmi* Dell K-12/Govt	\$	3,182.03
12/6/2023	12/4/2023 Officemax/Depot 6513	\$	16.00
12/6/2023	12/4/2023 Minot Daily News	\$	260.00
12/6/2023	12/4/2023 Minot Daily News	\$	1,281.60
12/6/2023	12/4/2023 Menards Minot Nd	\$	18.99
12/6/2023	12/4/2023 Menards Minot Nd	\$	20.41
12/6/2023	12/4/2023 Asfpm	\$	80.00
12/6/2023	12/4/2023 Great Lakes Chapter Aaae	\$	35.00
12/6/2023	12/5/2023 Iaao Org	\$	240.00
12/6/2023	12/5/2023 Adobe *acropro Subs	\$	21.49
12/6/2023	12/5/2023 Auto Value Minot	\$	32.45
12/6/2023	12/5/2023 Rdoce Min 020107	\$	354.96
12/6/2023	12/5/2023 Galls	\$	352.84
12/6/2023	12/5/2023 Galls	\$	135.89
12/6/2023	12/5/2023 In *american Truck & Trai	\$	14.72
12/6/2023	12/5/2023 In *american Truck & Trai	\$	285.27
12/6/2023	12/5/2023 Amzn Mktp Us	\$	434.08

12/6/2023	12/5/2023 Amzn Mktp Us	\$	17.48
12/6/2023	12/5/2023 University Of Mary Cp	\$	250.00
12/6/2023	12/5/2023 Asfpm	\$	180.00
12/6/2023	12/5/2023 Core & Main - Nd002	\$	473.82
12/6/2023	12/5/2023 Acme Rents Minot	\$	(45.00)
12/6/2023	12/5/2023 Era - A Waters Company	\$	541.01
12/6/2023	12/5/2023 Macs Minot, Nd	\$	129.99
12/6/2023	12/5/2023 North Country Sports	\$	1,842.40
12/6/2023	12/6/2023 Dmi* Dell K-12/Govt	\$	226.87
12/7/2023	12/4/2023 Menards Minot Nd	\$	(20.41)
12/7/2023	12/5/2023 Napa Parts 0027632	\$	16.09
12/7/2023	12/5/2023 Omni Nashville	\$	373.34
12/7/2023	12/5/2023 Applebees 7746	\$	30.57
12/7/2023	12/5/2023 Menards Minot Nd	\$	64.21
12/7/2023	12/5/2023 Fedex787502986648	\$	11.10
12/7/2023	12/5/2023 Omni Nashville	\$	373.34
12/7/2023	12/5/2023 Marketplace Foods	\$	120.68
12/7/2023	12/6/2023 Best Buy 00010637	\$	77.84
12/7/2023	12/6/2023 Magic City Garage Door	\$	161.50
12/7/2023	12/6/2023 Macs Minot, Nd	\$	57.94
12/7/2023	12/6/2023 Amzn Mktp Us	\$	584.92
12/7/2023	12/6/2023 Spi*direct Service	\$	147.99
12/7/2023	12/6/2023 Amzn Mktp Us	\$	19.99
12/7/2023	12/6/2023 Trinity Corporate Finance	\$	7,500.00
12/7/2023	12/6/2023 Srt Communications, Inc	\$	9,510.67
12/7/2023	12/6/2023 Srt Communications, Inc	\$	671.00
12/7/2023	12/6/2023 Clute Office Equipment	\$	415.89
12/7/2023	12/6/2023 Auto Value Minot	\$	108.18
12/7/2023	12/6/2023 Srt Communications, Inc	\$	1,242.00
12/7/2023	12/6/2023 VzwrIss*ivr Vb	\$	29.32
12/7/2023	12/6/2023 Column Public Notice	\$	283.14
12/7/2023	12/6/2023 Government Finance Offic	\$	150.00
12/7/2023	12/6/2023 Tfs*fishersci Ecom Hus	\$	164.43
12/7/2023	12/6/2023 Tractor-Supply-Co #0130	\$	89.99
12/7/2023	12/6/2023 Sp Truescent K-9 Tra	\$	1,884.82
12/7/2023	12/6/2023 Elite K9 Inc 2	\$	1,067.73
12/7/2023	12/6/2023 Amzn Mktp Us	\$	35.38
12/7/2023	12/6/2023 Amzn Mktp Us	\$	137.99
12/7/2023	12/6/2023 Amazon.Com*254zi8be3	\$	35.99
12/7/2023	12/6/2023 Iacp	\$	190.00
12/7/2023	12/7/2023 Usabluebook	\$	644.77
12/8/2023	12/6/2023 Hobby Lobby #382	\$	17.97
12/8/2023	12/6/2023 Cenex Express 09907437	\$	14.52
12/8/2023	12/6/2023 United	\$	596.57
12/8/2023	12/6/2023 United	\$	79.00
12/8/2023	12/6/2023 United	\$	79.00
12/8/2023	12/6/2023 United	\$	22.00

12/8/2023	12/6/2023 United	\$	22.00
12/8/2023	12/6/2023 Tst* Charras & Tequila	\$	39.84
12/8/2023	12/6/2023 The Home Depot 3703	\$	363.18
12/8/2023	12/6/2023 West Oaks Animal Hospital	\$	297.12
12/8/2023	12/6/2023 Amkota Hotel And Conferen	\$	218.00
12/8/2023	12/6/2023 Menards Minot Nd	\$	153.60
12/8/2023	12/7/2023 Lowes Printing	\$	156.80
12/8/2023	12/7/2023 Mn Vly Testing Labs	\$	479.60
12/8/2023	12/7/2023 Amazon.Com*ma8q40s33	\$	59.99
12/8/2023	12/7/2023 Northwest Tire #4 Minot T	\$	48.99
12/8/2023	12/7/2023 Northwest Tire #4 Minot T	\$	4.31
12/8/2023	12/7/2023 Apple.Com/Bill	\$	5.36
12/8/2023	12/7/2023 McDonalds F7062	\$	5.82
12/8/2023	12/7/2023 Lrsc-Bookstore	\$	57.75
12/8/2023	12/7/2023 Burger King #22687	\$	14.31
12/8/2023	12/7/2023 Nd Dept Of Environment	\$	50.00
12/8/2023	12/7/2023 Nd Environmental Quali	\$	1.25
12/8/2023	12/7/2023 Verizonwrlss	\$	82.50
12/8/2023	12/7/2023 Amzn Mktp Us	\$	183.17
12/8/2023	12/7/2023 Hach Company	\$	1,017.37
12/8/2023	12/7/2023 Acme Tools Minot	\$	11.99
12/8/2023	12/7/2023 Core & Main - Nd002	\$	541.20
12/8/2023	12/7/2023 National Registry Emt	\$	25.00
12/8/2023	12/7/2023 Esri	\$	2,553.00
12/8/2023	12/7/2023 Home Of Economy-#4	\$	89.97
12/8/2023	12/7/2023 Allianz Travel Ins	\$	96.40
12/8/2023	12/7/2023 Delta Air	\$	876.40
12/8/2023	12/7/2023 Delta Air	\$	876.40
12/8/2023	12/7/2023 Newman Signs	\$	2,459.10
12/8/2023	12/7/2023 Amazon.Com*9n4i723n3	\$	362.09
12/8/2023	12/7/2023 Amzn Mktp Us	\$	138.60
12/8/2023	12/7/2023 Batteries Plus #0639	\$	176.35
12/8/2023	12/7/2023 Jcpenney 1976	\$	253.70
12/8/2023	12/7/2023 Amzn Mktp Us	\$	18.00
12/8/2023	12/7/2023 Baker-Taylor	\$	1,206.86
12/8/2023	12/7/2023 Dacotah Paper Co	\$	189.12
12/8/2023	12/8/2023	\$	(289,495.80)
12/8/2023	12/8/2023 Association & Conferen	\$	594.00
12/11/2023	12/7/2023 Menards Minot Nd	\$	56.92
12/11/2023	12/7/2023 The Starving R12800025	\$	140.16
12/11/2023	12/7/2023 Menards Minot Nd	\$	3.99
12/11/2023	12/8/2023 Amzn Mktp Us	\$	65.70
12/11/2023	12/8/2023 Carquest Auto	\$	124.94
12/11/2023	12/8/2023 The Ups Store 1423	\$	17.58
12/11/2023	12/8/2023 Amzn Mktp Us	\$	189.98
12/11/2023	12/8/2023 Cenex Farmers 07083652	\$	22.08
12/11/2023	12/8/2023 Sleep Inn & Suites Nd088	\$	288.90

12/11/2023	12/8/2023 McKissock	\$	435.00
12/11/2023	12/8/2023 The Home Depot 3703	\$	88.98
12/11/2023	12/8/2023 McKissock	\$	225.00
12/11/2023	12/8/2023 Flagsexpres	\$	999.80
12/11/2023	12/8/2023 VzwrIss*ivr Vb	\$	71.81
12/11/2023	12/8/2023 Schocks Safe And Lock Se	\$	30.00
12/11/2023	12/8/2023 Menards Minot Nd	\$	65.97
12/11/2023	12/8/2023 Cvs/Pharmacy #08611	\$	163.58
12/11/2023	12/8/2023 Amzn Mktp Us	\$	29.40
12/11/2023	12/8/2023 Py *swanson & Warcup, Ltd	\$	207.00
12/11/2023	12/8/2023 Menards Minot Nd	\$	75.99
12/11/2023	12/8/2023 Tfs*fishersci Ecom Hus	\$	217.62
12/11/2023	12/8/2023 Amzn Mktp Us	\$	19.39
12/11/2023	12/8/2023 Hilton Hotels Sandesti	\$	211.68
12/11/2023	12/8/2023 Amzn Mktp Us	\$	43.94
12/11/2023	12/8/2023 Amzn Mktp Us	\$	43.25
12/11/2023	12/8/2023 Ward County	\$	1,500.00
12/11/2023	12/8/2023 Iaca	\$	395.00
12/11/2023	12/8/2023 McKissock	\$	295.00
12/11/2023	12/8/2023 Radisson Hotel Bismarc	\$	99.80
12/11/2023	12/8/2023 Radisson Hotel Bismarc	\$	99.80
12/11/2023	12/8/2023 Radisson Hotel Bismarc	\$	99.80
12/11/2023	12/8/2023 Radisson Hotel Bismarc	\$	99.80
12/11/2023	12/8/2023 Hilton Hotels Sandesti	\$	189.00
12/11/2023	12/8/2023 Cenex Farmers 07067986	\$	61.91
12/11/2023	12/8/2023 Fedex787693673897	\$	11.45
12/11/2023	12/8/2023 Grainger	\$	867.09
12/11/2023	12/8/2023 Swank Motion Pictures In	\$	681.00
12/11/2023	12/9/2023 Acme Tools Minot	\$	498.00
12/11/2023	12/9/2023 Municipay*service Fee	\$	39.75
12/11/2023	12/9/2023 Innovative Office Solutio	\$	575.00
12/11/2023	12/9/2023 Amzn Mktp Us	\$	39.95
12/11/2023	12/10/2023 Wyndham Garden College S	\$	680.64
12/11/2023	12/10/2023 Wyndham Garden College S	\$	680.64
12/11/2023	12/10/2023 Amzn Mktp Us	\$	21.99
12/11/2023	12/10/2023 Hulu 877-8244858 Ca	\$	86.98
12/11/2023	12/10/2023 Amzn Mktp Us	\$	306.59
12/11/2023	12/10/2023 Dmi* Dell K-12/Govt	\$	226.87
12/12/2023	12/11/2023 Mn Vly Testing Labs	\$	426.80
12/12/2023	12/11/2023 Schocks Safe And Lock Se	\$	10.75
12/12/2023	12/11/2023 Acme Tools Minot	\$	177.43
12/12/2023	12/11/2023 Acme Tools Minot	\$	177.43
12/12/2023	12/11/2023 Amzn Mktp Us	\$	1,322.90
12/12/2023	12/11/2023 Enerbase 09895632	\$	188.63
12/12/2023	12/11/2023 Hach Company	\$	212.67
12/12/2023	12/11/2023 Ndrin *nd Recrds Copy	\$	30.00
12/12/2023	12/11/2023 Cummins Inc - E9	\$	724.29

12/12/2023	12/11/2023 Cummins Inc - E9	\$	741.57
12/12/2023	12/11/2023 At&t Payment	\$	438.53
12/12/2023	12/11/2023 At&t Payment	\$	2,971.76
12/12/2023	12/11/2023 At&t Payment	\$	305.76
12/12/2023	12/11/2023 Gerdau Ameristeel Minot	\$	58.16
12/12/2023	12/11/2023 Amzn Mktp Us	\$	17.90
12/12/2023	12/12/2023 Dmi* Dell K-12/Govt	\$	870.00
12/12/2023	12/12/2023 Dmi* Dell K-12/Govt	\$	226.87
12/13/2023	12/7/2023 Minot Lumber & Hardwar	\$	25.98
12/13/2023	12/11/2023 Ha Thompson & Sons	\$	1,675.00
12/13/2023	12/11/2023 Carquest Auto	\$	4.04
12/13/2023	12/11/2023 Menards Minot Nd	\$	15.98
12/13/2023	12/11/2023 Menards Minot Nd	\$	218.22
12/13/2023	12/11/2023 Bound Tree Medical Llc	\$	37.59
12/13/2023	12/11/2023 North Prairie Rural Wate	\$	115.24
12/13/2023	12/11/2023 Material Testing Services	\$	229.95
12/13/2023	12/11/2023 North Prairie Rural Wate	\$	55.49
12/13/2023	12/11/2023 The Home Depot 3703	\$	81.03
12/13/2023	12/11/2023 Menards Minot Nd	\$	419.00
12/13/2023	12/11/2023 Menards Minot Nd	\$	28.97
12/13/2023	12/12/2023 In *dakota Fire Extinguis	\$	136.73
12/13/2023	12/12/2023 In *dakota Fire Extinguis	\$	25.00
12/13/2023	12/12/2023 Delta Air	\$	30.00
12/13/2023	12/12/2023 Eb Atcc Pte Job Fair-	\$	81.88
12/13/2023	12/12/2023 Macs Minot, Nd	\$	19.98
12/13/2023	12/12/2023 Taylors Tins	\$	118.00
12/13/2023	12/12/2023 In *dakota Fire Extinguis	\$	152.59
12/13/2023	12/12/2023 Adobe *stock	\$	29.99
12/13/2023	12/12/2023 Lowes Printing	\$	246.60
12/13/2023	12/12/2023 Sq *4 Acres Welding & Fab	\$	375.00
12/13/2023	12/12/2023 Home Of Economy-#4	\$	104.99
12/13/2023	12/12/2023 Amzn Mktp Us	\$	49.99
12/13/2023	12/12/2023 Amzn Mktp Us	\$	68.87
12/13/2023	12/12/2023 Macs Minot, Nd	\$	27.97
12/13/2023	12/12/2023 Galls	\$	86.90
12/13/2023	12/13/2023 Amzn Mktp Us	\$	38.08
12/14/2023	12/12/2023 La Quinta Motor Inns	\$	168.48
12/14/2023	12/12/2023 La Quinta Motor Inns	\$	168.48
12/14/2023	12/12/2023 Wyndham Garden College S	\$	226.88
12/14/2023	12/12/2023 Wyndham Garden College S	\$	226.88
12/14/2023	12/12/2023 Tst* Urban Gourmet	\$	4.56
12/14/2023	12/12/2023 Menards Minot Nd	\$	187.20
12/14/2023	12/12/2023 Menards Minot Nd	\$	81.69
12/14/2023	12/12/2023 Officemax/Depot 6513	\$	79.37
12/14/2023	12/12/2023 Fedex787817097457	\$	43.24
12/14/2023	12/13/2023 Enerbase 09895632	\$	30.24
12/14/2023	12/13/2023 Hertz #0163615	\$	209.76

12/14/2023	12/13/2023 Verizonwrlls	\$	212.45
12/14/2023	12/13/2023 Iaao Org	\$	240.00
12/14/2023	12/13/2023 Government Finance Offic	\$	149.00
12/14/2023	12/13/2023 Amzn Mktp Us	\$	428.42
12/14/2023	12/13/2023 Acme Tools Minot	\$	398.99
12/14/2023	12/13/2023 Muus Lumber And Hardware-	\$	823.62
12/14/2023	12/13/2023 Best Buy 00010637	\$	3,625.88
12/14/2023	12/13/2023 Harbor Freight Tools3246	\$	111.83
12/14/2023	12/13/2023 Vzwrlls*apocc Visb	\$	3,406.61
12/14/2023	12/13/2023 Dakota Supply Group - Bis	\$	3,906.56
12/14/2023	12/13/2023 Dakota Supply Group - Bis	\$	3,906.56
12/14/2023	12/13/2023 Dakota Supply Group - Bis	\$	2,470.81
12/14/2023	12/14/2023 Dmi* Dell K-12/Govt	\$	1,302.66
12/15/2023	12/13/2023 Cenex Fuoc Of 07070337	\$	22.17
12/15/2023	12/13/2023 Bound Tree Medical Llc	\$	170.03
12/15/2023	12/13/2023 American Association O	\$	600.00
12/15/2023	12/13/2023 Napa Parts 0027632	\$	123.03
12/15/2023	12/13/2023 Menards Minot Nd	\$	21.94
12/15/2023	12/13/2023 Totten Trail Sinclair	\$	43.47
12/15/2023	12/13/2023 Material Testing Services	\$	1,400.70
12/15/2023	12/13/2023 Material Testing Services	\$	222.60
12/15/2023	12/13/2023 Rhi Supply Minot	\$	87.76
12/15/2023	12/13/2023 Menards Minot Nd	\$	54.97
12/15/2023	12/13/2023 Mowbray & Son Inc	\$	130.00
12/15/2023	12/14/2023 Macs Minot, Nd	\$	68.97
12/15/2023	12/14/2023 Acme Tools Minot	\$	29.98
12/15/2023	12/14/2023 North Dakota State Uni	\$	75.00
12/15/2023	12/14/2023 Zoom.Us 888-799-9666	\$	15.99
12/15/2023	12/14/2023 Westlie Truck Center - Mi	\$	190.65
12/15/2023	12/14/2023 Harbor Freight Tools3246	\$	651.85
12/15/2023	12/14/2023 Acme Tools Minot	\$	543.97
12/15/2023	12/14/2023 Amzn Mktp Us	\$	207.24
12/15/2023	12/14/2023 Cdl School Online	\$	89.00
12/15/2023	12/14/2023 Spartan Firearms	\$	1,255.00
12/15/2023	12/14/2023 Amzn Mktp Us	\$	21.99
12/15/2023	12/14/2023 Linde Gas & Equipment Inc	\$	45.30
12/15/2023	12/14/2023 Wal-Mart #1636	\$	9.97
12/15/2023	12/14/2023 Energy Laboratories Inc	\$	328.00
12/15/2023	12/14/2023 Gerdau Ameristeel Minot	\$	56.16
12/15/2023	12/14/2023 Barcodes Gr Id Products	\$	65.90
12/15/2023	12/14/2023 Amzn Mktp Us	\$	(17.90)
12/15/2023	12/15/2023 Nd Secretary Of State	\$	36.00
12/15/2023	12/15/2023 Nd Wsi	\$	78.10
12/15/2023	12/15/2023 Dmi* Dell K-12/Govt	\$	2,273.83
12/15/2023	12/15/2023 Dmi* Dell K-12/Govt	\$	46.24
12/18/2023	12/14/2023 Fedex787976309223	\$	36.71
12/18/2023	12/14/2023 Menards Minot Nd	\$	1,130.78

12/18/2023	12/14/2023 Officemax/Depot 6513	\$	21.49
12/18/2023	12/14/2023 Boot Barn #119	\$	159.99
12/18/2023	12/14/2023 Prairie Supply Inc	\$	176.88
12/18/2023	12/15/2023 Facebk *sa7gufv4n2	\$	249.43
12/18/2023	12/15/2023 Officemax/Depot 6513	\$	93.73
12/18/2023	12/15/2023 Trestle Taphouse	\$	54.16
12/18/2023	12/15/2023 Ecolab Inc	\$	94.04
12/18/2023	12/15/2023 Minot Veterinary Clinic	\$	13,535.00
12/18/2023	12/15/2023 Officemax/Depot 6513	\$	114.65
12/18/2023	12/15/2023 Military Names Llc	\$	33.50
12/18/2023	12/15/2023 Menards Minot Nd	\$	62.41
12/18/2023	12/15/2023 Sq *bearscat Mafb	\$	48.30
12/18/2023	12/15/2023 Galls	\$	225.03
12/18/2023	12/15/2023 Arrowhead Ace	\$	11.90
12/18/2023	12/15/2023 All American Trophies & S	\$	32.00
12/18/2023	12/15/2023 Home Of Economy-#4	\$	16.99
12/18/2023	12/15/2023 Vzwrlss*apocc Visb	\$	440.28
12/18/2023	12/16/2023 Menards Minot Nd	\$	39.84
12/18/2023	12/16/2023 Amzn Mktp Us	\$	147.93
12/18/2023	12/16/2023 Uline	\$	124.66
12/18/2023	12/16/2023 Dmi* Dell K-12/Govt	\$	226.87
12/18/2023	12/16/2023 Staples Inc	\$	26.92
12/18/2023	12/17/2023 Vzwrlss*apocc Visb	\$	337.44
12/19/2023	12/17/2023 Officemax/Depot 6513	\$	50.95
12/19/2023	12/18/2023 Imla	\$	549.00
12/19/2023	12/18/2023 Charlies Main Street Caf	\$	64.00
12/19/2023	12/18/2023 Marketplace Foods	\$	22.53
12/19/2023	12/18/2023 Macs Minot, Nd	\$	7.74
12/19/2023	12/18/2023 The Ups Store 1423	\$	168.21
12/19/2023	12/18/2023 Hach Company	\$	135.96
12/19/2023	12/18/2023 Holiday Inn Bismarck	\$	117.80
12/19/2023	12/18/2023 Muus Lumber And Hardware-	\$	9.99
12/19/2023	12/18/2023 Batteries Plus #0639	\$	87.50
12/19/2023	12/18/2023 At&t Payment	\$	450.44
12/20/2023	12/18/2023 Officemax/Depot 6513	\$	52.96
12/20/2023	12/18/2023 The Home Depot 3703	\$	82.31
12/20/2023	12/18/2023 Awg 2557	\$	91.34
12/20/2023	12/18/2023 Menards Minot Nd	\$	0.03
12/20/2023	12/18/2023 The Home Depot #3703	\$	848.64
12/20/2023	12/18/2023 Menards Minot Nd	\$	211.44
12/20/2023	12/18/2023 The Home Depot #3703	\$	2,498.00
12/20/2023	12/18/2023 Material Testing Services	\$	1,122.00
12/20/2023	12/18/2023 Menards Minot Nd	\$	131.98
12/20/2023	12/18/2023 Rhi Supply Minot	\$	105.99
12/20/2023	12/19/2023 Amazon.Com*948xi8z93	\$	594.73
12/20/2023	12/19/2023 The Computer Store Inc	\$	215.00
12/20/2023	12/19/2023 Imla	\$	504.00

12/20/2023	12/19/2023 Wal-Mart #1636	\$	249.00
12/20/2023	12/19/2023 Fs Com Inc	\$	356.00
12/20/2023	12/19/2023 Home Of Economy-#4	\$	19.99
12/20/2023	12/19/2023 Amzn Mktp Us	\$	689.50
12/20/2023	12/19/2023 Newman Signs	\$	1,250.00
12/20/2023	12/19/2023 In *bag Llc	\$	150.00
12/20/2023	12/19/2023 Kfyr	\$	860.00
12/20/2023	12/19/2023 Paypal	\$	27.00
12/20/2023	12/19/2023 Signstoday, Inc	\$	899.30
12/20/2023	12/19/2023 Sp V-Belt Guys	\$	442.50
12/20/2023	12/19/2023 Signstoday, Inc	\$	672.45
12/20/2023	12/19/2023 Macs Minot, Nd	\$	24.11
12/20/2023	12/19/2023 Acme Tools Minot	\$	557.89
12/20/2023	12/19/2023 Muus Lumber And Hardware-	\$	2.99
12/20/2023	12/19/2023 Amzn Mktp Us	\$	40.54
12/20/2023	12/19/2023 Tmg Business Services	\$	2,946.00
12/20/2023	12/19/2023 Tmg Business Services	\$	3,299.25
12/20/2023	12/19/2023 Amzn Mktp Us	\$	75.99
12/20/2023	12/19/2023 B&h Photo 800-606-6969	\$	13.92
12/20/2023	12/19/2023 All American Trophies & S	\$	144.00
12/20/2023	12/19/2023 Column Public Notice	\$	556.14
12/20/2023	12/19/2023 Enerbase 09895657	\$	47.16
12/20/2023	12/19/2023 Sp Swingdesign.Com	\$	25.00
12/20/2023	12/19/2023 Sigma Controls Inc.	\$	1,169.55
12/20/2023	12/19/2023 Blackstonelibrary.Com	\$	108.85
12/20/2023	12/19/2023 Holiday Inn Bismarck	\$	88.20
12/20/2023	12/19/2023 Muus Lumber And Hardware-	\$	9.99
12/20/2023	12/19/2023 Minot Area Chamber	\$	250.00
12/20/2023	12/19/2023 Contractors Connection In	\$	1,386.95
12/20/2023	12/19/2023 Minot Restaurant Supply	\$	46.30
12/20/2023	12/19/2023 Brays Saddlery	\$	115.00
12/20/2023	12/19/2023 Amzn Mktp Us	\$	31.89
12/20/2023	12/20/2023 Amzn Mktp Us	\$	33.12
12/20/2023	12/20/2023 Awwa.Org	\$	195.00
12/21/2023	12/19/2023 Nova Fire Protection	\$	185.00
12/21/2023	12/19/2023 Northern Plains Equipmen	\$	557.54
12/21/2023	12/19/2023 Officemax/Depot 6513	\$	64.26
12/21/2023	12/19/2023 Dmv Arrowhead Shopping C	\$	23.50
12/21/2023	12/19/2023 Menards Minot Nd	\$	49.97
12/21/2023	12/19/2023 Evident Inc	\$	24.38
12/21/2023	12/19/2023 Evident Inc	\$	36.00
12/21/2023	12/19/2023 Fedex788205896849	\$	24.95
12/21/2023	12/20/2023 Amzn Mktp Us	\$	20.98
12/21/2023	12/20/2023 Dacotah Paper Co	\$	383.50
12/21/2023	12/20/2023 Pdq.Com	\$	7,650.00
12/21/2023	12/20/2023 Vzwrlss*my Vz Vb P	\$	40.01
12/21/2023	12/20/2023 Marketplace Foods	\$	35.99

12/21/2023	12/20/2023 Harbor Freight Tools3246	\$	37.97
12/21/2023	12/20/2023 In *dakota Fire Extinguis	\$	186.71
12/21/2023	12/20/2023 In *dakota Fire Extinguis	\$	82.78
12/21/2023	12/20/2023 Acme Tools Minot	\$	242.97
12/21/2023	12/20/2023 In *north Dakota Safety C	\$	1,271.00
12/21/2023	12/20/2023 Municipay*service Fee	\$	1.50
12/21/2023	12/20/2023 Schocks Safe And Lock Se	\$	33.00
12/21/2023	12/20/2023 Flash Valet	\$	1,650.00
12/21/2023	12/20/2023 Flash Valet	\$	1,650.00
12/21/2023	12/20/2023 Flash Valet	\$	1,650.00
12/21/2023	12/20/2023 Hach Company	\$	68.36
12/21/2023	12/20/2023 In *dakota Fire Extinguis	\$	51.19
12/21/2023	12/20/2023 Johnson Controls Ss	\$	659.24
12/21/2023	12/20/2023 All American Trophies & S	\$	824.00
12/22/2023	12/20/2023 Menards Minot Nd	\$	108.85
12/22/2023	12/20/2023 American Association O	\$	725.00
12/22/2023	12/20/2023 Penske Trk Lsg 714110	\$	8,237.10
12/22/2023	12/20/2023 Menards Minot Nd	\$	38.95
12/22/2023	12/20/2023 Napa Parts 0027632	\$	14.38
12/22/2023	12/20/2023 Menards Minot Nd	\$	71.94
12/22/2023	12/21/2023 Amazon.Com*s92eq2ox3	\$	276.00
12/22/2023	12/21/2023 Amzn Mktp Us	\$	21.10
12/22/2023	12/21/2023 Amzn Mktp Us	\$	93.98
12/22/2023	12/21/2023 Amzn Mktp Us	\$	143.49
12/22/2023	12/21/2023 Amzn Mktp Us	\$	312.44
12/22/2023	12/21/2023 Amazon.Com*701hw9h13	\$	56.99
12/22/2023	12/21/2023 Amzn Mktp Us	\$	31.97
12/22/2023	12/21/2023 Clean Harbors	\$	544.31
12/22/2023	12/21/2023 VzwrIss*ivr Vb	\$	345.24
12/22/2023	12/21/2023 Amzn Mktp Us	\$	64.37
12/22/2023	12/21/2023 Core & Main - Nd002	\$	109.30
12/22/2023	12/21/2023 American Planning A	\$	291.00
12/22/2023	12/21/2023 American Planning A	\$	641.41
12/22/2023	12/21/2023 Minot Area Chamber	\$	150.00
12/22/2023	12/21/2023 Cdl School Online	\$	89.00
12/22/2023	12/21/2023 Baker-Taylor	\$	1,616.77
12/22/2023	12/21/2023 Baker-Taylor	\$	962.68
12/22/2023	12/21/2023 Exxon Jamestown I-94	\$	55.00
12/22/2023	12/21/2023 Exxon Jamestown I-94	\$	49.70
12/26/2023	12/21/2023 Dmv Arrowhead Shopping C	\$	13.00
12/26/2023	12/21/2023 American Association O	\$	(725.00)
12/26/2023	12/21/2023 Fedex788393800222	\$	42.78
12/26/2023	12/22/2023 The Home Depot #3703	\$	188.92
12/26/2023	12/22/2023 Rhi Supply Minot	\$	306.16
12/26/2023	12/22/2023 Adobe *acropro Subs	\$	21.49
12/26/2023	12/22/2023 Westlie Ford - Minot	\$	134.27
12/26/2023	12/22/2023 Officemax/Depot 6513	\$	124.64

12/26/2023	12/22/2023 Staples Inc	\$	373.78
12/26/2023	12/22/2023 Municipay*service Fee	\$	1.50
12/26/2023	12/22/2023 Menards Minot Nd	\$	69.06
12/26/2023	12/22/2023 Napa Parts 0027632	\$	6.73
12/26/2023	12/22/2023 Dakota Fluid Power, Inc.	\$	171.52
12/26/2023	12/22/2023 Baker-Taylor	\$	682.17
12/26/2023	12/22/2023 Baker-Taylor	\$	346.13
12/26/2023	12/23/2023 The Home Depot 3703	\$	213.93
12/26/2023	12/23/2023 At&t Payment	\$	91.84
12/26/2023	12/25/2023 Att	\$	767.32
12/26/2023	12/25/2023 Att	\$	391.72
12/26/2023	12/25/2023 Att	\$	183.68
		\$	34,040.98

## Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
12/06/2023	JO120623	298904	EMPLOYEE ONE TIME PAY	Jonathan Rosenthal	State Dept of Commerce MTG	\$34.97	\$0.00
	JO120623	298905	JOSEPH LEE HURT		FI-7 FACADE IMPROVEMENT	\$100,000.00	\$0.00
PM120623		100004828	MINOT PARK DISTRICT		Park Mass 12.06.2023	\$1,498.56	\$0.00
12/07/2023	JV120723	298906	1 CALL SEPTIC SERVICES, INC.		Recycling Transport x6 Trips	\$15,612.78	\$0.00
	JV120723	298907	3D SPECIALTIES, INC		16TH ST LANE CLOSURE FOR ACCID	\$750.00	\$0.00
	JV120723	298908	4K EXCAVATING, LLC		REPAIRS TO HYDRANT BOLLARDS	\$7,500.00	\$0.00
	JV120723	298909	ABM SUPPLY, LLC		7 BALLISTIC HELMETS	\$5,640.00	\$0.00
	JV120723	298910	ACKERMAN ESTVOLD		2024 EDISON SRTS EASEMENT	\$6,967.50	\$0.00
	JV120723	298911	ADVANCED BUSINESS METHODS		ACOLJ 2023-2028 COPIER AGREEMENT	\$1,247.45	\$0.00
	JV120723	298912	ALL AMERICAN TROPHIES		Plaques	\$64.00	\$0.00
	JV120723	298913	ALL SEASON ARENA		LODGING TAXES COLLECTED	\$13,274.65	\$0.00
	JV120723	298914	AMERICAN WELDING & GAS, INC.		Credit on account	\$8,714.21	\$0.00
	JV120723	298916	ARAMARK		ARAMARK - FLOOR MAT	\$223.32	\$0.00
	JV120723	298918	ASPHALT PRESERVATION		CLEANING 4710 - 2023 STREET SEAL - ASPH	\$431,502.08	\$0.00
	JV120723	298919	COMPANIV, INC.		Axon Interview Equipment	\$478.08	\$0.00
	JV120723	298920	AXON ENTERPRISE, INC.		Panasonic CF33 Keyboard for Pa	\$597.00	\$0.00
	JV120723	298921	BAYCOM, INC.		15.505 Tons Hot Mix Asphalt	\$1,534.99	\$0.00
	JV120723	298922	BECHTOLD PAVING		Fixture - 250W/400W - HPS - Ty	\$4,425.00	\$0.00
	JV120723	298923	BORDER STATES INDUSTRIES, INC.		Public Works Boiler Repair	\$1,286.55	\$0.00
	JV120723	298924	C&C PLUMBING AND HEATING		--; SUBSCRIPTION	\$73.96	\$0.00
	JV120723	298925	CAPITAL ONE		Carpet cleaning of CBP	\$801.04	\$0.00
	JV120723	298926	CARPET PATROL, LLC		INSPECT GEAR CASE COVER	\$185.00	\$0.00
			CENTRAL MACHINING&PUMP				
	JV120723	299018	CLUTE OFFICE EQUIP., INC.		DEAD CITY OF MINOT	\$250.00	\$0.00
	JV120723	298927	CPS, LTD		WASTE TONER 4002/6002/2552CI	\$29.00	\$0.00
	JV120723	298928	CUMMINS POWER, LLC		4241.1 - CELL 7 DESIGN & STORM	\$11,263.67	\$0.00
	JV120723	298929			Unit 328 DEF pump and sensors	\$99.65	\$0.00
	JV120723	298930	CURALINC, LLC		First Quarter EAP Contract Fee	\$2,236.02	\$0.00
	JV120723	298931	CURB 2 CURB, LLC		Public Works Parking Lot Strip	\$700.00	\$0.00
	JV120723	298932	DAKOTA BUSINESS SOLUTIONS		ANNUAL MAINTENANCE-INVOICE	\$259.00	\$0.00
	JV120723	298933	DAKOTA FIRE EXTINGUISHER		856		
	JV120723	298934	DAKOTA FLUID POWER, INC.		--; SHOP SUPPLIES	\$231.78	\$0.00
	JV120723	298935	EBSCO		HOSE; 1" -16 FJIC HOSE ASSY FO	\$697.81	\$0.00
	JV120723	298936	EMPLOYEE ONE TIME PAY	Jessica Long	E-BOOKS	\$2,070.00	\$0.00
	JV120723	298937	EMPLOYEE ONE TIME PAY	Kathryn Lien	Reimbursement for new keyboard	\$141.77	\$0.00
	JV120723	298938	EMPLOYEE ONE TIME PAY	Krystle Foster	2023 Mileage- Kathryn Lien	\$2.88	\$0.00
	JV120723	298939	EMPLOYEE ONE TIME PAY	Melissa Anderson	Deposit to &from Landfill Nov	\$61.24	\$0.00
	JV120723	298940	EMPLOYEE ONE TIME PAY	Randi Monley	Deposi to&from Landfill Nov20	\$32.42	\$0.00
	JV120723	298941	EMPLOYEE ONE TIME PAY	Valerie Huseth	October & November 2023	\$25.25	\$0.00
	JV120723	298942	ENERBASE		Mileage		
	JV120723	298943	ESO SOLUTIONS, FH		2023 Mileage- Valerie Huseth	\$57.31	\$0.00
	JV120723	298944	SOFTWARE ETC INSTITUTE		FUEL; FORKLIFT PROPANE	\$81,137.74	\$0.00
					Emergency Reporting Software S	\$7,537.00	\$0.00
					2023 Community Survey	\$6,000.00	\$0.00

JV120723	298945	FACTORY MOTOR PARTS	004; WIPER BLADE WW2101PF	\$515.35	\$0.00	
JV120723	298947	FASTENAL COMPANY	--; SHOP SUPPLIES	\$54.72	\$0.00	
JV120723	298948	FIRE EQUIPMENT CO.	Fire Extinguisher Service	\$319.00	\$0.00	
JV120723	298949	FIRST DISTRICT HEALTH UNIT	FIRST DISTRICT HEALTH UNIT SER	\$26,500.00	\$0.00	
JV120723	298950	FIRST INTERNATIONAL BANK & TRUST	Fire Union Due's	\$704.00	\$0.00	
JV120723	298951	GALE	Backordered LP Book	\$146.98	\$0.00	
JV120723	298952	GALLS, LLC	pants for patrol	\$254.78	\$0.00	
JV120723	298953	GEFROH ELECTRIC	Electrical Wiring in Street St	\$6,105.00	\$0.00	
JV120723	298954	GENERAL ONE TIME PAY	Art Riot Promotions	\$57.00	\$0.00	
JV120723	298955	GENERAL ONE TIME PAY	Jax and Henley	Desean Bell Restitution MI-202	\$20.00	\$0.00
JV120723	298956	GENERAL ONE TIME PAY	Jim Johnson	Rickey Steen Restitution MI-20	\$100.00	\$0.00
JV120723	298957	GENERAL ONE TIME PAY	Joe Stenvold	Jessie Casey Restitution MI-20	\$100.00	\$0.00
JV120723	298958	GENERAL ONE TIME PAY	Jordan Glick	Casey Culver Restitution MI-20	\$3,953.22	\$0.00
JV120723	298959	GENERAL ONE TIME PAY	Kevina Click	Wendy Beston Restitution MI-20	\$30.00	\$0.00
JV120723	298960	GENERAL ONE TIME PAY	Leavaun Mackey	Asher Culver Restitution MI-20	\$5.00	\$0.00
JV120723	298961	GENERAL ONE TIME PAY	Linda Boehm	Taylor Mikkelson Restitution M	\$803.54	\$0.00
JV120723	298962	GENERAL ONE TIME PAY	Maryann Broberg	Sara Dotson Restitution MI-201	\$10.00	\$0.00
JV120723	298963	GENERAL ONE TIME PAY	Michaela Young	Richard Graham Restitution MI-	\$50.00	\$0.00
JV120723	298964	GENERAL ONE TIME PAY	MN Child Support Division	Justin A. Nelson Restitution M	\$10.00	\$0.00
JV120723	298965	GENERAL ONE TIME PAY	Mya Hanson	Kevin Scmidt Restitution MI-20	\$200.00	\$0.00
JV120723	298966	GENERAL ONE TIME PAY	North Dakota Child Support	Roger G. Poitra Restitution MI	\$80.00	\$0.00
JV120723	298967	GENERAL ONE TIME PAY	North Dakota Child Support	Cornelius Young Restitution MI	\$30.00	\$0.00
JV120723	298968	GENERAL ONE TIME PAY	North Dakota Child Support	Benard Stewart Restitution MI-	\$100.00	\$0.00
JV120723	298969	GENERAL ONE TIME PAY	O'Reilly Auto Parts	Cody Crawford Restitution MI-2	\$79.99	\$0.00
JV120723	298970	GENERAL ONE TIME PAY	Pinnacle Gas Station	Pete Tre Coffey Restitution MI	\$50.00	\$0.00
JV120723	298971	GENERAL ONE TIME PAY	Randy Holbach	Monica Martin Restitution MI-2	\$20.00	\$0.00
JV120723	298972	GENERAL ONE TIME PAY	Rodney B. Neuhalfen	Justin Holland Restitution MI-	\$50.00	\$0.00
JV120723	298973	GENERAL ONE TIME PAY	Sarah Brien	Ashlee Morris Restitution MI-2	\$100.00	\$0.00
JV120723	298974	GENERAL ONE TIME PAY	Scheels	Joy Smith Restitution MI-2021-	\$20.00	\$0.00
JV120723	298975	GENERAL ONE TIME PAY	Shandel Grogan	Jeanie Brault Restitution MI-2	\$150.00	\$0.00
JV120723	298976	GENERAL ONE TIME PAY	Sierra Inn	Kevin Conti Restitution MI-201	\$20.00	\$0.00
JV120723	298977	GENERAL ONE TIME PAY	Souris Valley Regional Lodge	Annual FOP Due's #7	\$3,712.50	\$0.00
JV120723	298978	GENERAL ONE TIME PAY	Taxi 9000	Chad Sjol Restitution MI-2022-	\$23.55	\$0.00
JV120723	298979	GENERAL ONE TIME PAY	Teresa Hunt	Alexander Pittenger Restitutio	\$25.00	\$0.00
JV120723	298980	GENERAL ONE TIME PAY	US Postal Service	Logan Cassell Restitution MI-2	\$50.00	\$0.00
JV120723	298981	GENERAL ONE TIME PAY	WSI - ND Workforce Safety & Insurance	Todd Johnson Restitution MI-20	\$50.00	\$0.00
JV120723	298982	GENERAL TRADING	014; CONNECTOR LINK	\$112.98	\$0.00	
JV120723	298983	GERDAU RECYCLING	STEEL; STEEL AS NEEDED	\$928.01	\$0.00	
JV120723	298984	GOETTLE LAW, PLLC	December 2023	\$3,500.00	\$0.00	
JV120723	298985	GOOSENECK IMPLEMENT COMPANY	COMMERCIAL FUEL INVESTIGATE	\$2,672.56	\$0.00	
JV120723	298986	GRAINGER	Flange	\$105.00	\$0.00	

JV120723	298987	GRAYMONT WESTERN US INC.	Lime	\$68,802.21	\$0.00
JV120723	298988	GUARDIAN FLEET SAFETY	2022 Ford P18 Order #231088	\$28,452.04	\$0.00
JV120723	298989	H.A. THOMPSON & SONS. INC.	Preventive maintenance showed	\$133.00	\$0.00
JV120723	298990	HANSON AUTO CRUSHING & TRUCKING	Tree and Tire Grinding	\$119,380.20	\$0.00
JV120723	298991	HIGH POINT NETWORKS. LLC	FY 22 SLCGP Security Projects	\$2,340.00	\$0.00
JV120723	298992	HOME OF ECONOMY HOUSTON	COUPLING; WELDABLE D-RING	\$63.96	\$0.00
JV120723	298993	ENGINEERING, INC.. INFORMATION TECHNOLOGY DEPARTMENT	4758 WELL 5&6 RAW WATER LINE R VPN/MFA/STATE NET FIBER OCT 23	\$80,377.47	\$0.00
JV120723	298995	INLAND TRUCK PARTS CO	SPRING; LEAF SPRING ASSY	\$2,459.96	\$0.00
JV120723	298996	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET	City manager pension	\$579.98	\$0.00
JV120723	298997	INTERSTATE BATTERY SYSTEM	007; BATTERY/MTP-78DT	\$159.29	\$0.00
JV120723	298915	JANET B ANDERSON	Consulting Fees	\$741.00	\$0.00
JV120723	298998	JIMS WELDING, INC.	Quick attach hooks, 1" plate.	\$1,680.00	\$0.00
JV120723	298999	KLJ ENGINEERING, LLC	4398 - CITY HALL RETAINING WAL	\$3,317.39	\$0.00
JV120723	299000	LACAL EQUIPMENT	025; SPINNER 20CCW COUNTER CLO	\$1,036.56	\$0.00
JV120723	299001	LEARNING OPPORTUNITIES. INC.	Children's Books	\$3,649.96	\$0.00
JV120723	299002	LINDE GAS & EQUIPMENT INC.	--; SHOP SUPPLIES	\$44.68	\$0.00
JV120723	299003	M & S SHEET METAL, INC..	Labor for dehumidifier repair	\$625.04	\$0.00
JV120723	299005	MAD DOG	34.27 Tons Salt	\$3,457.50	\$0.00
JV120723	299019	BROKERAGE INC	Professional Testing for heavy	\$168.00	\$0.00
JV120723	299006	MELANIE MOORE	Fluoride Ion Selective Electro	\$1,791.45	\$0.00
JV120723	299007	METROHM USA, INC.	Audio Books	\$606.09	\$0.00
JV120723	299008	MICROMARKETING LLC	December Usage Digital Payment	\$1,793.87	\$0.00
JV120723	299009	MILLER LAW OFFICE, P.C.	Marquel Smith Crt App Att Fee	\$150.00	\$0.00
JV120723	299004	MINOT AREA CHAMBER EDC	MACEDC SERVICE AGREEMENT	\$44,480.83	\$0.00
JV120723	299010	MINOT AUTO	2023 FUEL CAP; FUEL CAP	\$3,397.28	\$0.00
JV120723	299011	MINOT AUTOMOTIVE CENTER	001; EVAP FILTER	\$6.97	\$0.00
JV120723	299012	MINOT COMMISSION ON AGING	COMMISSION ON AGING SERVICES	\$12,875.00	\$0.00
JV120723	299013	MINOT DAILY NEWS	SEPT 2023 HHW AD	\$621.00	\$0.00
JV120723	299014	MINOT EMPLOYEE DONATIONS	MINOT EMPLOYEE DONATIONS	\$766.90	\$0.00
JV120723	299015	MINOT PARK DISTRICT	November 2023 State Aid to Par	\$74,038.50	\$0.00
JV120723	299016	MINOT PLUMBING & HEATING CO. INC..	Boiler Replacements at FH#2	\$72,751.50	\$0.00
JV120723	299017	MINOT RURAL FIRE DEPT	Propane for Training Grounds	\$636.16	\$0.00
JV120723	299020	MOWBRAY & SONS	PLUMBING	\$1,529.73	\$0.00
JV120723	299021	NAPA AUTO PARTS	FUEL CAP; FUEL CAP	\$2,812.64	\$0.00
JV120723	299022	ND FRATERNAL ORDER OF POLICE	Police Union Due's	\$1,566.00	\$0.00
JV120723	299023	ND STATE BOARD OF LAW EXAMINERS	Annual License Fee- 2024- Judge	\$415.00	\$0.00
JV120723	299024	ND WATER COALITION	ND WATER COALITION 2024 MEMBER	\$1,000.00	\$0.00
JV120723	299025	ND WATER USERS ASSN.	NDWUA 2024 PUBLIC MEMBER DUES	\$1,200.00	\$0.00
JV120723	299026	NORTH COUNTRY SPORTSWEAR	Chevrons sewn on	\$76.00	\$0.00
JV120723	299027	NORTHERN PLAINS EQUIPMENT CO.. INC.	HYDRAULIC; RED SPIRAL HOSE COV	\$65.00	\$0.00

JV120723	299028	NORTHWEST TIRE AND RETREAD	TIRE; REPAIR TIRE	\$13,704.82	\$0.00	
JV120723	299029	O'REILLY AUTO PARTS	GASKET; FUEL CAP GASKET	\$26.05	\$0.00	
JV120723	299030	OLSON'S TOWING	Sept.Oct.Nov Towing Invoice	\$6,248.50	\$0.00	
JV120723	299031	ONE CALL CONCEPTS, INC.	November 2023 One Call tickets	\$223.80	\$0.00	
JV120723	298946	PARKLAND USA CORPORATION	008; WASHER FLUID	\$937.43	\$0.00	
JV120723	298917	PEC SOLUTIONS LLC	SECURITY CAMERA SET-UP	\$345.00	\$0.00	
JV120723	299032	POST BOARD	POST Test Fees for Pfeiffer, S	\$1,155.00	\$0.00	
JV120723	299033	POWER PROCESS EQUIPMENT	Seal Repair Kit	\$2,641.05	\$0.00	
JV120723	299034	PRAIRIE SUPPLY	--; SHOP SUPPLIES	\$1,479.48	\$0.00	
JV120723	299035	PROTECH	Security System Work	\$492.00	\$0.00	
JV120723	299036	INTEGRATIONS, LLC. RADAR SHOP	RADAR RECERTIFICATIONS	\$1,552.50	\$0.00	
JV120723	299037	RDO EQUIPMENT	001; OIL FILTER	\$2,958.84	\$0.00	
JV120723	299038	REFUND ONE TIME PAY	BICE, NATHANIEL	UB 16310 5 8TH	\$19.32	\$0.00
JV120723	299039	REFUND ONE TIME PAY	CREATIVE PROPERTY	UB 13218 1500 16TH	\$111.22	\$0.00
JV120723	299040	REFUND ONE TIME PAY	JACOBSON, CLIFFORD	UB 81900 1604 35TH	\$40.00	\$0.00
JV120723	299041	REFUND ONE TIME PAY	MCDONALD, RANDY	UB 16232 19 SHIRLEY	\$10.00	\$0.00
JV120723	299042	REFUND ONE TIME PAY	NORTHWEST TIRES INC.	GB Customer ID 3072 Bill #1535	\$56.40	\$0.00
JV120723	299043	REFUND ONE TIME PAY	ROYAL PROPERTY MGMT	UB 19602 502 RAMSTAD	\$15.09	\$0.00
JV120723	299044	REFUND ONE TIME PAY	SWENSON RV PARK EAST	UB 57278 1945 20TH	\$76.67	\$0.00
JV120723	299045	ROLLKALL	ADDITION	Subscription to RollKall	\$18.00	\$0.00
JV120723	299046	TECHNOLOGIES LLC SANITATION PRODUCTS	015; ELEVATOR BEARINGS	\$8,130.36	\$0.00	
JV120723	299047	SCHULTZ PROPERTY MAINTENANCE, LLC	1034473 SIDEWALK SNOW REMOVAL	\$13,015.80	\$0.00	
JV120723	299048	SHARE CORPORATION	--; FRESH SCRUB	\$187.02	\$0.00	
JV120723	299049	SIGN SOLUTIONS USA	7 - DO NOT ENTER signs 1 - NO	\$752.96	\$0.00	
JV120723	299050	SIGNS TODAY	Timeline Design, Prep and Inst	\$2,710.45	\$0.00	
JV120723	299051	SOURIS BASIN	SBPC SERVICE AGREEMENT 2023	\$1,250.00	\$0.00	
JV120723	299052	PLANNING COUNCIL SOURIS RIVER JOINT	3529 - MREFPP PHASE 1-3,5 IND	\$1,253.00	\$0.00	
JV120723	299053	WATER RESOURCE SRT	Move Emergency lines per PSAP	\$297.00	\$0.00	
JV120723	299054	COMMUNICATIONS STANTEC CONSULTING	HOUSING NEEDS AND MARKET ANALY	\$33,846.77	\$0.00	
JV120723	299055	CEDEVIES INC SWANSTON EQUIPMENT COMPANIES	HARNESS; SHIPPING	\$1,315.64	\$0.00	
JV120723	299056	THATCHER COMPANY	Calcium Nitrate	\$61,369.92	\$0.00	
JV120723	299057	THOMSON REUTERS- WEST PAYMENT CENTED	December 2023 Services	\$372.00	\$0.00	
JV120723	299058	TITAN MACHINERY	COMMERCIAL HYDRAULIC	\$2,207.27	\$0.00	
JV120723	299059	TRAFFIC CONTROL CORPORATION	INVESTIGA ALPHA XTV batteries for signal	\$4,608.00	\$0.00	
JV120723	299060	TRINITY HEALTH	BLS Roster Fee and BLS Cards	\$30.00	\$0.00	
JV120723	299061	TYLER TECHNOLOGIES, INC.	Additional CAD License for New	\$189,066.01	\$0.00	
JV120723	299062	UNITED MAILING SERVICE	POSTAGE/SHIPPING	\$5,352.55	\$0.00	
JV120723	299063	USA BLUE BOOK	Duplicate invoice paid w/ both	\$118.52	\$0.00	
JV120723	299064	VESSCO, INC.	UGSI screw	\$404.73	\$0.00	
JV120723	299065	VISIT MINOT	November 2023 Motor Vehicle Ta	\$23,374.48	\$0.00	
JV120723	299066	WAGNER CONSTRUCTION	4656 - 2022 NW WATERMAIN	\$1,152,407.52	\$0.00	
JV120723	299067	WALLWORK TRUCK CENTER	REPLA CORE	\$2,388.08	\$0.00	
JV120723	299068	WARD COUNTY AUDITOR	2023 Range Dues	\$1,500.00	\$0.00	

	JV120723	299069	WESTLIE TRUCK CENTER BANK OF NORTH DAKOTA	003; BRAKE DRUM	\$15,047.94	\$0.00
12/08/2023	BW120823	96	BANK OF NORTH DAKOTA	MAGIC FUND- Community Match fo	\$201,951.67	\$0.00
	BW120823	97	BANK OF NORTH DAKOTA	MAGIC FUND-Community Match BND	\$5.00	\$0.00
12/11/2023	EM120823	100004830	EMPOWER TRUST COMPANY. LLC	Empower Retirement 12/08/2023	\$33,109.56	\$0.00
	AP164	100004831	XCEL	DECEMBER STATEMENT/2023	\$2,080.91	\$0.00
	AP164	100004832	XCEL	BILLIN DECEMBER STATEMENT/2023	\$205.07	\$0.00
	AP164	100004833	XCEL	BILLIN DECEMBER STATEMENT/2023	\$277.33	\$0.00
	AP164	100004834	XCEL	BILLIN DECEMBER STATEMENT/2023	\$4,217.81	\$0.00
	AP164	100004835	XCEL	BILLIN DECEMBER STATEMENT/2023	\$100.64	\$0.00
	AP164	100004836	XCEL	BILLIN DECEMBER STATEMENT/2023	\$32,570.62	\$0.00
	AP164	100004837	XCEL	BILLIN DECEMBER STATEMENT/2023	\$496.72	\$0.00
	AP164	100004838	XCEL	BILLIN DECEMBER STATEMENT/2023	\$2,891.65	\$0.00
	AP164	100004839	XCEL	BILLIN DECEMBER STATEMENT/2023	\$6,720.56	\$0.00
	AP164	100004840	XCEL	BILLIN DECEMBER STATEMENT/2023	\$39,774.10	\$0.00
	AP164	100004841	XCEL	BILLIN DECEMBER STATEMENT/2023	\$28,212.28	\$0.00
	AP164	100004842	XCEL	BILLIN DECEMBER STATEMENT/2023	\$7,964.38	\$0.00
	AP164	100004843	XCEL	BILLIN DECEMBER STATEMENT/2023	\$116.22	\$0.00
	AP164	100004844	XCEL	BILLIN DECEMBER STATEMENT/2023	\$4,027.49	\$0.00
	AP164	100004846	XCEL	BILLIN DECEMBER STATEMENT/2023	\$10,368.08	\$0.00
	AP164	100004847	XCEL	BILLIN DECEMBER STATEMENT/2023	\$573.36	\$0.00
	AP164	100004848	XCEL	BILLIN DECEMBER STATEMENT/2023	\$22.23	\$0.00
	AP164	100004849	XCEL	BILLIN DECEMBER STATEMENT/2023	\$299.73	\$0.00
	AP164	100004850	XCEL	BILLIN DECEMBER STATEMENT/2023	\$56.64	\$0.00
	AP164	100004851	XCEL	BILLIN DECEMBER STATEMENT/2023	\$296.47	\$0.00
	AP164	100004852	XCEL	BILLIN DECEMBER STATEMENT/2023	\$1,595.35	\$0.00
	AP164	100004854	XCEL	BILLIN DECEMBER STATEMENT/2023	\$174.86	\$0.00
	AP164	100004855	XCEL	BILLIN DECEMBER STATEMENT/2023	\$29.38	\$0.00
	AP164	100004856	XCEL	BILLIN DECEMBER STATEMENT/2023	\$144.82	\$0.00
	AP164	100004857	XCEL	BILLIN DECEMBER STATEMENT/2023	\$1,461.85	\$0.00
	AP164	100004858	XCEL	BILLIN DECEMBER STATEMENT/2023	\$52.21	\$0.00
	AP164	100004859	XCEL	BILLIN DECEMBER STATEMENT/2023	\$5,750.09	\$0.00
	AP164	100004860	XCEL	BILLIN DECEMBER STATEMENT/2023	\$3,912.66	\$0.00
	AP164	100004861	XCEL	BILLIN DECEMBER STATEMENT/2023	\$65.33	\$0.00
	AP164	100004862	XCEL	BILLIN DECEMBER STATEMENT/2023	\$16.75	\$0.00
	AP164	100004863	XCEL	BILLIN DECEMBER STATEMENT/2023	\$1,510.01	\$0.00
	AP164	100004864	XCEL	BILLIN DECEMBER STATEMENT/2023	\$133.77	\$0.00
12/15/2023	ADP1223	100004913	ADP, INC	BILLIN ADP PAYROLL SERVICES	\$21,168.30	\$0.00
	JO121523	299070	BURLINGTON ELECTRIC	DECEMBER NDR003 - Actual & Reasonable E	\$1,724.00	\$0.00

	JO121523	299071	ND FIREFIGHTER'S ASSOCIATION XCEL	Reciprocity for Tyler Ghent	\$135.00	\$0.00
12/18/2023	AP164	100004914		DECEMBER STATEMENT/2023	\$3,432.17	\$0.00
	AP164	100004915	XCEL	BILLIN DECEMBER STATEMENT/2023	\$40.83	\$0.00
	AP164	100004916	XCEL	BILLIN DECEMBER STATEMENT/2023	\$116.56	\$0.00
12/21/2023	JV122123	299072	ABSOLUTE COMFORT, INC.	BILLIN HVAC Service Call - Shop	\$225.00	\$0.00
	JV122123	299073	ACKERMAN ESTVOLD	4087 - PUPPY DOG COULEE SSD #1	\$31,595.01	\$0.00
	JV122123	299074	ALADDIN FOOD MANAGEMENT SERVICES INC	Academy Meal Plan	\$1,410.00	\$0.00
	JV122123	299075	ALL SEASON ARENA	LODGING TAXES COLLECTED	\$15,966.50	\$0.00
	JV122123	299076	ALL TRAFFIC SOLUTIONS INC	Traffic management subscriptio	\$1,500.00	\$0.00
	JV122123	299077	AMERICAN WELDING & GAS. INC.	Carbon Dioxide	\$3,145.80	\$0.00
	JV122123	299078	APEX ENGINEERING GROUP	16TH ST SW RECONSTRUCTION APFX	\$126,097.00	\$0.00
	JV122123	299079	AQUA-PURE, INC.	AF 84401	\$60,750.00	\$0.00
	JV122123	299080	ARAMARK	ARAMARK - FLOOR MAT	\$378.54	\$0.00
JV122123		299081	AUSLANDER, LLC	CLFANING Auslander LLC (Fl-1) Facade Im	\$180,000.00	\$0.00
		299082	BARR ENGINEERING	4618.1 BARR ENG LITTLE	\$2,831.50	\$0.00
		299083	BECHTOLD PAVING	ROOSEVE Patching and MH Adjustment Man	\$7,741.00	\$0.00
		299084	BERT'S TRUCK EQUIPMENT	ROLLER; SANDER ROLLER	\$341.35	\$0.00
		299085	BUTLER MACHINERY CO.	PRIMER; PRIMER PUMP	\$3,128.44	\$0.00
		299086	CAPITAL ONE	008; ZINC COLD GALVANIZING COM	\$59.97	\$0.00
		299093	CENTER FOR PUBLIC SAFETY	CPSM PUBLIC SAFETY ASSESSMENT	\$22,400.00	\$0.00
		299087	MANAGEMENT LLC CENTRAL TRENCHING, INC.	dig project	\$870.00	\$0.00
		299088	CITIZEN OBSERVER, LLC	Web based crime tip processing	\$9,000.00	\$0.00
JV122123		299163	CITY OF MINOT	Kaitlyn Mcgillis Restitution M	\$60.00	\$0.00
		299089	CIVICPLUS	Municipal Updates	\$750.52	\$0.00
		299090	COMPUTER STORE	Keypad & Card reader not respo	\$110.00	\$0.00
		299091	CORE & MAIN	REGISTERS	\$31,200.00	\$0.00
		299092	CPS, LTD	4646- LF 2023 TIER II NMOC REP	\$9,062.50	\$0.00
		299094	CURT'S STARTER &	Starter Relay for Unit #225	\$28.33	\$0.00
			ALT. SERVICE			
		299095	DACOTAH PAPER CO.	Credit after inv 11340 is paid	\$1,888.14	\$0.00
		299096	DAKOTA FENCE	Dakota Fence Invoice 146442	\$4,675.00	\$0.00
JV122123		299097	DAVENPORT GROUP	Dell VxRail Memory for DR Host	\$4,896.00	\$0.00
		299098	DEM-CON	Recycling processing- November	\$2,800.09	\$0.00
		299099	DIG IT UP BACKHOE SERVICE	2023 ROUND 1 STRUCTURE	\$132,012.90	\$0.00
		299100	DOMESTIC VIOLENCE CRISIS CENTER	DEMOLIT Crisis Center Fees For Novembe	\$1,606.41	\$0.00
		299102	ECOLAB PEST ELIMINATION	PEST CONTROL AND AIR QUALITY P	\$467.83	\$0.00
		299103	EMPLOYEE ONE TIME PAY	Aaron Zabka TEEX-Structural Collapse Speci	\$495.80	\$0.00
		299104	EMPLOYEE ONE TIME PAY	Chad Sickles Corely Moore Leadership Confer	\$59.00	\$0.00
		299105	EMPLOYEE ONE TIME PAY	Daniel Raymond Tuition Reimbursement Fire Pro	\$729.00	\$0.00
		299106	EMPLOYEE ONE TIME PAY	Jeanne Stein Occupancy Tax Audits Mileage 2	\$25.28	\$0.00
JV122123		299107	EMPLOYEE ONE TIME PAY	Kyle Schill Corely Moore Leadership Confer	\$59.00	\$0.00
		299108	EMPLOYEE ONE TIME PAY	Lacey Posseen 2023 Mileage- Lacey Posseen	\$10.02	\$0.00

JV122123	299109	EMPLOYEE ONE TIME PAY	Pam Carswell	2023 Mileage- Pam Carswell	\$67.16	\$0.00
JV122123	299110	EMPLOYEE ONE TIME PAY	Phillip Newman	TEEX-Structural Collapse Speci	\$495.80	\$0.00
JV122123	299111	EMPLOYEE ONE TIME PAY	Travis Seifert	Skidsteer Snow Bucket	\$1,200.00	\$0.00
JV122123	299112	ENERBASE		Fuel 6.47 (charged wrong vendo	\$42,594.10	\$0.00
JV122123	299113	FACTORY MOTOR PARTS		004; WIPER BLADE WW2101PF	\$1,078.49	\$0.00
JV122123	299115	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$704.00	\$0.00
JV122123	299116	FIRST WESTERN INSURANCE		Policy Change- del 22 Ford Exp	\$8,333.28	\$0.00
JV122123	299117	FLASHPARKING, INC		FLASH PARKING MONTHLY FEE - NO	\$1,650.00	\$0.00
JV122123	299118	G & P COMMERCIAL SALES GALE		Custodial Supplies for New Cit	\$564.81	\$0.00
JV122123	299119	GALLS, LLC		Standing Order Large Print Boo	\$272.74	\$0.00
JV122123	299120	GENASYS INC		Pants for patrol	\$176.52	\$0.00
JV122123	299121	GENERAL ONE TIME PAY	Carl Davidson	Secure communication platform	\$6,900.00	\$0.00
JV122123	299122	GENERAL ONE TIME PAY		Raechelle Millard Restitution	\$20.00	\$0.00
JV122123	299123	GENERAL ONE TIME PAY	Department of Highway	Certified Abstract for # MI-20	\$10.00	\$0.00
JV122123	299124	GENERAL ONE TIME PAY	Safetv and Motor Vehicles	Overpayment on 2024 Alarm	\$20.00	\$0.00
JV122123	299125	GENERAL ONE TIME PAY	L-Tech Ammunition	Perm 12 Gauge Cartridges	\$330.25	\$0.00
JV122123	299126	GENERAL ONE TIME PAY	Marketplace Foods	Duke McDuffle Restitution MI-2	\$10.00	\$0.00
JV122123	299127	GENERAL ONE TIME PAY	MSU AMPHITHEATR	UB Overpayment on account	\$6.24	\$0.00
JV122123	299128	GENERAL ONE TIME PAY	North Dakota Child Support	Kendra Bercier Restitution MI-	\$10.00	\$0.00
JV122123	299129	GENERAL ONE TIME PAY	Scheels	Devan Daniels Restitution MI-2	\$145.00	\$0.00
JV122123	299130	GENERAL ONE TIME PAY	Tyke J. Allery	Overpayment MI-2023-TR-04799/0	\$15.00	\$0.00
JV122123	299131	GENERAL TRADING		010; DRILL BIT-3/32	\$359.69	\$0.00
JV122123	299132	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$1,733.62	\$0.00
JV122123	299134	GRANITE SPRINGS CO.		Drinking water	\$112.00	\$0.00
JV122123	299135	GUARDIAN FLEET SAFETY		P3 Upfitting and Equipment	\$11,737.48	\$0.00
JV122123	299136	H.A. THOMPSON & SONS, INC.		Maintenance Program	\$7,149.46	\$0.00
JV122123	299137	HANSON'S EXCAVATING		Liquidated Damages	\$213,574.66	\$0.00
JV122123	299138	HAWKINS, INC.		Fluoride	\$2,411.64	\$0.00
JV122123	299139	HEIMAN FIRE		Structure gear	\$8,587.61	\$0.00
JV122123	299140	EQUIPMENT, INC. HIGH POINT		Network Switches - 8	\$19,438.80	\$0.00
JV122123	299141	NETWORKS, LLC. HOUSTON		3135.2E - MINOT SWIF IMPROVEME	\$96,329.78	\$0.00
JV122123	299142	ENGINEERING, INC. INDIGO SIGNS		Repair Digital Sign	\$131.25	\$0.00
JV122123	299143	INTERNATIONAL CITY MANAGEMENT		City manager pension	\$595.60	\$0.00
JV122123	299144	ASSOCIATION RET INTERSTATE BATTERY SYSTEM		007; BATTERY 31-MHD	\$582.80	\$0.00
JV122123	299145	JOHNSON CONTROLS		Heater Repairs Broadway Pumpho	\$3,016.05	\$0.00
JV122123	299146	JWC ENVIRONMENTAL		Grinder parts	\$2,941.22	\$0.00
JV122123	299147	KALIX		Document Shredding - City Hall	\$148.00	\$0.00
JV122123	299101	LANCE LENTON		SNOW REMOVAL 10/25 & 10/27	\$10,000.00	\$0.00
JV122123	299148	LANGUAGE LINE SERVICES		Dispatch language interpretati	\$122.86	\$0.00
JV122123	299150	LOWES PRINTING, INC.		Business Cards	\$250.00	\$0.00
JV122123	299151	M&T FIRE AND SAFETY, INC.		Nomex Hoods	\$8,031.50	\$0.00
JV122123	299153	MAD DOG BROKERAGE INC		171.95 Tons Salt	\$17,348.04	\$0.00

JV122123	299154	MAIN ELECTRIC CONSTRUCTION	repaired runway lighting at to	\$117,350.39	\$0.00
JV122123	299155	MARCO, INC.	Copier	\$295.95	\$0.00
JV122123	299149	MATTHEW BENDER & COMPANY, INC.	ND CENTURY CODE 23 RV2B	\$147.31	\$0.00
JV122123	299164	MELANIE MOORE	Test Administration Animal Con	\$40.00	\$0.00
JV122123	299156	MENARDS	PROLONG CARTRIDGE FILTER	\$25.98	\$0.00
JV122123	299157	METROHM USA, INC.	Fluoride Ion Selective Electro	\$1,708.21	\$0.00
JV122123	299158	MICROMARKETING LLC	Audio Books	\$126.36	\$0.00
JV122123	299159	MIDSTATES WIRELESS, INC.	Troubleshoot radio problems at	\$1,192.50	\$0.00
JV122123	299152	MINOT AREA CHAMBER EDC	Military Affairs Hockey Jersey	\$125.00	\$0.00
JV122123	299160	MINOT AREA COUNCIL OF THE ARTS, INC	MINOT AREA COUNCIL OF THE ARTS	\$6,666.70	\$0.00
JV122123	299161	MINOT AUTO	LAMP; LAMP	\$974.00	\$0.00
JV122123	299162	MINOT EMPLOYEE DONATIONS	MINOT EMPLOYEE DONATIONS	\$787.57	\$0.00
JV122123	299165	MOWBRAY & SONS	HVAC REPAIRS	\$4,978.10	\$0.00
JV122123	299166	MR. LAWN	Lawn Service	\$245.00	\$0.00
JV122123	299167	MVTL LABORATORIES	SWPPP water sample lab result	\$267.30	\$0.00
JV122123	299168	NAPA AUTO PARTS	METRIC TAP	\$1,534.30	\$0.00
JV122123	299169	NATIONAL COMMUNITY DEVELOPMENT	NCDA JANUARY CONFERENCE	\$1,400.00	\$0.00
JV122123	299170	NBS CALIBRATIONS	Scale Calibration	\$213.00	\$0.00
JV122123	299171	ND DEPT OF ENVIRONMENTAL	State Lab Tests	\$537.57	\$0.00
JV122123	299172	ND DEPT OF TRANSPORTATION	4563 - BURDICK EXPY VIADUCT	\$155,808.06	\$0.00
JV122123	299173	ND DEPT OF WATER RESOURCES	RF	\$50,952.24	\$0.00
JV122123	299174	ND FIREFIGHTER'S ASSOCIATION	DEC 2023 WATER FROM NAWS	\$76.05	\$0.00
JV122123	299175	ND FRATERNAL	Fire & Emergency Service Instr	\$783.00	\$0.00
JV122123	299176	ORDER OF POLICE ND ONE CALL, INC.	Police Union Due's/ Legal Defe	\$423.45	\$0.00
JV122123	299177	ND STATE RADIO COMM.	NOV 2023 LOCATE TICKETS	\$143.00	\$0.00
JV122123	299178	NDIRF-NORTH DAKOTA INSURANCE	WATER.	\$9,398.00	\$0.00
JV122123	299179	DECEDIVE EIN NORTH COUNTRY SPORTSWEAR	6th station NLETS License	\$48.00	\$0.00
JV122123	299180	NORTHERN TESTING	RMM Properties V. Northern Sta	\$720.00	\$0.00
JV122123	299181	NORTHWEST TIRE AND RETREAD	alterations / patches / misc c	\$5,227.44	\$0.00
JV122123	299182	NYBAKKEN BODY SHOP	REPAIRS TO PD#12	\$3,636.30	\$0.00
JV122123	299183	O'DAY EQUIP., INC.	Fuel monitor system service ca	\$162.00	\$0.00
JV122123	299114	PARKLAND USA CORPORATION	008; MOBIL DTE EXCEL 46	\$908.60	\$0.00
JV122123	299211	PHIL SCHULTZ	BOOKKEEPING SERVICES	\$400.00	\$0.00
JV122123	299184	PITNEY BOWES	Postage for Meter and Shipping	\$2,000.00	\$0.00
JV122123	299185	RESERVE ACCOUNT POWER PROCESS EQUIPMENT	Throttle rebuild kit	\$1,290.00	\$0.00
JV122123	299186	PRAIRIE SUPPLY	--; SHOP SUPPLIES	\$101.00	\$0.00
JV122123	299187	PREFERRED	updated IP network & addresses	\$3,511.25	\$0.00
JV122123	299188	CONTROLS CORP PRINGLE & HERIGSTAD, P.C.	Logan Cassell Crt App Att Fee	\$937.50	\$0.00
JV122123	299189	PRO INDUSTRIAL LLC	Crane Cable replacement	\$1,533.51	\$0.00
JV122123	299190	PROCOLLECT	Collection Fees	\$803.98	\$0.00
JV122123	299191	PROTECH	PRO TECH INTEGRATIONS LLC -	\$50.00	\$0.00
JV122123	299192	INTEGRATIONS, LLC	SE	\$781.85	\$0.00
JV122123	299193	PROVIDENT LIFE & ACC INS CO	Payment for invoice 00172698-0	\$363.08	\$0.00
JV122123	299194	PROVIDENT LIFE & ACC. INS CO	11/2023 PREMIUM PAYMENT	\$11,759.19	\$0.00
		RDO EQUIPMENT	--; BOLT		

JV122123	299195	REFUND ONE TIME PAY	BOULGER FUNERAL HOME	GB Customer ID 3991 Bill #1674	\$100.00	\$0.00
JV122123	299196	REFUND ONE TIME PAY	CASEY, DERRICK	UB 6268 525 23RD	\$22.98	\$0.00
JV122123	299197	REFUND ONE TIME PAY	COTE, ERIC	UB 96232 1128 27TH	\$12.57	\$0.00
JV122123	299198	REFUND ONE TIME PAY	CREATIVE PROPERTY	UB 5830 437 19TH	\$97.12	\$0.00
JV122123	299199	REFUND ONE TIME PAY	David Zodrow	GB Customer ID 5636 Bill #1667	\$825.00	\$0.00
JV122123	299200	REFUND ONE TIME PAY	IPM	UB 7776 907 1ST	\$50.65	\$0.00
JV122123	299201	REFUND ONE TIME PAY	IVERSON, SYLVIA	UB 16030 704 5TH	\$46.15	\$0.00
JV122123	299202	REFUND ONE TIME PAY	KNIGHT, SHELLY	UB 20292 904 8TH	\$70.00	\$0.00
JV122123	299203	REFUND ONE TIME PAY	KNUDSON, BECKY	UB 85334 3424 7TH	\$10.18	\$0.00
JV122123	299204	REFUND ONE TIME PAY	LESTER, TIFFANY S.	UB 7070 103 16TH	\$21.72	\$0.00
JV122123	299205	REFUND ONE TIME PAY	MCNULTY, JAMES	UB 20236 709 11TH	\$22.98	\$0.00
JV122123	299206	REFUND ONE TIME PAY	TISTA, RUBEN	UB 17088 308 10TH	\$9.95	\$0.00
JV122123	299207	RIEKES EQUIPMENT		STARTER; STARTING MOTOR	\$303.60	\$0.00
JV122123	299208	S-J ONE ELEVEN LLC		S-J One Eleven (Fl-2) Facade I	\$145,987.00	\$0.00
JV122123	299209	SANITATION PRODUCTS		PUMP; HYDRAULIC PUMP	\$9,472.30	\$0.00
JV122123	299210	SCHOLASTIC LIBRARY PUBLISHING		Duplicate payment on inv 52724	\$4.20	\$0.00
JV122123	299212	SHORT ELLIOTT		WILDLIFE HAZARD REMOVAL	\$59,500.00	\$0.00
JV122123	299213	HENDRICKSON. INC SIGNS TODAY		AND DR		
JV122123	299214	SLEEP INN		P6 Decal and Installation	\$3,362.25	\$0.00
JV122123	299215	SOLTIS BUSINESS FORMS CO.		Carizales training	\$650.00	\$0.00
JV122123	299216	SOURIS RIVER JOINT WATER RESOURCE		Winter coats for 15 employees	\$2,539.90	\$0.00
JV122123	299217	SPX TECHNOLOGIES, INC.		Contract Withholding: 300439	\$2,711,232.33	\$0.00
JV122123	299218	SRF CONSULTING GROUP		Transit fare media	\$2,000.00	\$0.00
JV122123	299219	STANTEC CONSULTING		4753 - 16TH ST INTER REHAB TAS	\$21,889.48	\$0.00
JV122123	299220	SUNDRE SAND & GRAVEL INC.		HOUSING NEEDS AND MARKET ANALY	\$13,576.50	\$0.00
JV122123	299221	SUNSET LAW		rip rap for lagoons repair	\$16,663.50	\$0.00
JV122123	299222	ENFORCEMENT. LLC SWANSTON EQUIPMENT COMPANIES		Ammunition	\$5,775.00	\$0.00
JV122123	299223	TAMMY ELKIN		Duplicate payment on INV P6173	\$189.72	\$0.00
JV122123	299224	TERMINAL SUPPLY CO.		Reimbursement for search in Mi	\$302.76	\$0.00
JV122123	299225	TEXAS DEPT OF PUBLIC SAFETY		PLUG; CONNECTOR PLUG	\$54.92	\$0.00
JV122123	299226	THATCHER COMPANY		Certified Abstract Kayla Short	\$20.00	\$0.00
JV122123	299227	THE RETAIL COACH, LLC		Chlorine	\$33,583.92	\$0.00
JV122123	299228	THEIN WELL		Payment for Invoice 5101	\$13,750.00	\$0.00
JV122123	299229	TIMMONS GROUP		Well 14 rehab	\$75,070.46	\$0.00
JV122123	299133	TIMOTHY P BROOKS		4705 - CITYWORKS AND GIS	\$14,608.75	\$0.00
JV122123	299230	TYLER TECHNOLOGIES, INC.		SUPPO		
JV122123	299231	U.S. POST OFFICE		Boots	\$4,095.00	\$0.00
JV122123	299232	UNITED MAILING SERVICE		Brazos eTicketing Module	\$29,927.71	\$0.00
JV122123	299233	UPS STORE #1423		UB BULK MAIL CHECK - RETURN TO	\$5,000.00	\$0.00
JV122123	299234	VERIZON WIRELESS-VSAT		POSTAGE/SHIPPING	\$263.37	\$0.00
JV122123	299235	VISIT MINOT		--; MISSED SHIPPING CHARGES	\$6.85	\$0.00
JV122123	299236	WALLWORK TRUCK CENTER		ADMIN	\$160.00	\$0.00
JV122123				LODGING TAXES COLLECTED	\$30,952.00	\$0.00
JV122123				CLAMP-EXHAUST; TURBO CLAMP	\$7,156.35	\$0.00

JV122123	299237	WESTLIE FORD	MODULE; JUNCTION MODULE	\$373.09	\$0.00
JV122123	299238	WESTLIE TRUCK	CHANGE VGT ACTUATOR, CHK	\$4,830.27	\$0.00
		CENTER	CHRGN		
12/22/2023	AP163	100004845	NOVEMBER 2023 VERENDRYE	\$68,604.69	\$0.00
12/26/2023	WEX1223	100004917	November 2023 WEX/FSA	\$252.00	\$0.00
				\$8,082,663.71	\$0.00



**TO:** Mayor Tom Ross  
Members of the City Council

**FROM:** Mikayla McWilliams

**DATE:** January 2, 2024

**SUBJECT: ALCOHOLIC BEVERAGE LICENSE RENEWALS**

**I. RECOMMENDED ACTION**

It is recommended City Council approve the alcoholic beverage license renewals for the period of January 1, 2024 through December 31, 2024 for the following businesses:

1. Pronghorn, LLC dba Highland Suites
2. 5 Guys Bar, LLC dba Bootlegrz

**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**

Current licenses expire at 11:59 pm on December 31st of this year. If the establishment is continuing the sale of alcohol, the license renewal needs to be approved by City Council prior to that time.

**VIII. LIST OF ATTACHMENTS**

# City of Minot

**TO:** Mayor Tom Ross  
Members of the City Council

**FROM:** Chief John Klug

**DATE:** November 6, 2023

**SUBJECT: CONTRACT FOR BOARDING CITY OF MINOT'S INMATES**

## I. RECOMMENDED ACTION

1. Recommend approval of the Contract for Boarding City of Minot's Inmates with Ward County, and
2. Authorize the Mayor and Finance Director to sign the contract.

## II. DEPARTMENT CONTACT PERSONS

John Klug, Chief of Police 857-9800

## III. DESCRIPTION

### 1. Background

The Minot Police Department uses the Ward County Jail for holding all prisoners being held on criminal charges requiring bond or court appearance prior to release from custody. The City of Minot has contracted with Ward County as there is not another feasible option in the area for housing prisoners.

### 2. Proposed Project

The main information outlined in the contract is the same, however there are a few rate increases, some of which are outlined by the ND Century Code. These increases should not pose any issues with the proposed budget for housing prisoners in 2024.

### 3. Consultant Selection

Ward County is the only facility in the City of Minot to house prisoners arrested by the Minot Police Department.

## IV. IMPACT:

### A. Strategic Impact:

Continuing a contract with Ward County for housing of City of Minot's prisoners is the best option for continued police services in the City of Minot. Having a detention facility within the city allows the police department to efficiently transport and transfer prisoners to Ward County Detention Center and return to providing further police protection.

### B. Service/Delivery Impact:

N/A

**C. Fiscal Impact:**

Project Costs

\$75 per day, per inmate

\$100 per day, per inmate charged with public intoxication

Project Funding

10025000-45960 Prisoner Care = \$150,000

**V. CITY COUNCIL ASPIRATIONS**

Safe and Welcoming

**VI. ALTERNATIVES**

Alt. 1 The Council could reject the proposed contract and direct staff to seek potential changes to the contract.

**VII. TIME CONSTRAINTS**

The contract has an effective date of January 1, 2024.

**VIII. LIST OF ATTACHMENTS**

A. Contract for Boarding City of Minot's Inmates

## **Contract for boarding City of Minot's Inmates**

This agreement is made between Ward County, a political subdivision of the State of North Dakota, hereinafter called the "County" and the City of Minot, a Municipal Corporation and political subdivision of the State of North Dakota, hereinafter called the "City". It is made pursuant to Chapter 54-40.3 and 12-44.1 of the North Dakota Century Code.

The parties agree as follows:

1. Term of Contract: This contract shall commence on January 1, 2024 and end on December 31, 2025. This contract shall be subject to cancellation by either of the parties hereto upon 60 (sixty) days written notice to the other party hereto.
2. Housing of Inmates: The County shall provide for the use of the City, a Jail for the holding of pre trial inmates (being detained to respond to City charges only), sentenced inmates (sentenced by the Municipal Judge only) and individuals being held for detoxification (at the request of the City of Minot authorities only), hereinafter called "inmates" and shall provide all necessary and incidental services associated with the detention of inmates (including but not limited to providing Correctional Officers) when and if the provision of detention services hereunder does not interfere with or hinder the County's ability to house other inmates, as determined in the sole discretion of the appropriate County Officials.
3. Acceptance of Inmates: The County does not guarantee any bed availability under this contract. The acceptance of Inmates is based on the overall health and wellness of such Inmate needing to be housed. An assessment will be made upon entering the County. The Sergeant or his/her designee on duty will be present at the time of entering the County. The Sergeant or his/her designee will make an assessment of the Inmate to determine if the Inmate will be accepted or refused. If an Inmate is refused for any reason it will require a medical clearance. This medical clearance must be signed off by a medical physician stating that the Inmate is medically cleared to be incarcerated. The assessment made by the Sergeant or his/her designee will be based on but not limited to the Inmate's:
  - a. Ability to stand and walk: If an Inmate cannot walk or stand on their own the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - b. Alcohol level: If the BAC reading is .300 or greater the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - c. Drug consumption: If the Inmate admits to using two (2) or more drugs the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - d. Withdrawals: If an Inmate appears to be withdrawing from any type of substance the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - e. Open cuts/sores: If an Inmate has an open cut or sore that is deemed to have medical attention the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - f. Car Accident: If an Inmate has been in a car accident recently (especially if it happened right before coming into County) the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
4. Compensation for Boarding of Inmates: The City of Minot agrees to pay the County \$75 a day for the housing of their inmates. For Inmates with a charge of Public Intoxication as pursuant to NDCC 5-01-05.1, the compensation will be \$100 per day.

The County will bill the City on a monthly basis. The City will remit payment within 60 days of the City's receipt of an invoice from the County. The City has 30 days from receipt of an invoice from the County to dispute any charge on the invoice. The City shall initiate the dispute by contacting the Ward County Sheriff and Auditor with an explanation of the charge in dispute. The County shall have 30 days from its receipt of the dispute from the City to either verify or correct the charge. If the County fails to respond to the City within 30 days of its receipt of the dispute, the City will not be required to pay the disputed charge. The County shall not bill the City for jail services rendered that are over 90 days old.

5. Mileage: Transportation of an inmate provided by the County to and from Jail shall be reimbursed by the City at the standard mileage rate issued by the Internal Revenue Service (IRS). This charge does not include services of Ward County Personnel in providing such transportation which shall be governed by the following paragraph.
6. Use of County Personnel at other locations: If the City requests or if circumstances require that Ward County Personnel be used to guard or escort an Inmate at a location other than at the Ward County Jail or Courthouse, the County shall be reimbursed for the use of such Personnel at the rate of \$37.00 per County Employee per hour or fraction thereof.
7. Medical expenses of Inmates: The City shall reimburse the County for all medical expenses incurred by the County with respect to an Inmate except for those attributable to medical treatment received by the Inmate at the Jail during Sick Call.
8. Prison Rape Elimination Act (PREA): In accordance with PREA standard, 115.12; Ward County is obligated to comply with PREA standards. At any time during the execution of this Boarding Contract, The City of Minot can verify compliance through various methods (i.e. on-site review, documentation, and review of official audit report (when completed). Failure to comply with PREA and applicable PREA Standards may result in termination of the contract.

This contract is subject to the provisions of the North Dakota Century Code and all rules and regulations promulgated pursuant thereto governing the care and custody of persons detained hereunder. The City agrees to indemnify the County for its costs of defense with regard to any Lawsuit arising out of the County's performance of this contract in the event there is a final adjudication absolving the County and its Employees of any liability with regards to the claims stated in the lawsuit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Ward County, North Dakota

By \_\_\_\_\_  
County Commissioner

By \_\_\_\_\_  
Auditor

City of Minot, North Dakota

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Auditor



**TO:** Mayor  
Members of the City Council

**FROM:** Jennifer K. Eckman

**DATE:** December 18, 2023

**SUBJECT: MI NOT INTERNATIONAL AIRPORT RULES AND STANDARDS**

**I. RECOMMENDED ACTION**

- A. Authorize City staff to adopt Rules and Standards; and
- B. Authorize the City staff to adopt the City Ordinance for Rules and Standards on first reading; and
- C. Authorize the Mayor and/or Airport Director to sign any necessary documentation.

**II. DEPARTMENT CONTACT PERSONS**

A. Jennifer Eckman, Airport Director	857-4724
B. Jessica Long, Airport Business and Development Manager	857-4725

**III. DESCRIPTION**

A. Background

The Minot International Airport (MOT) has worked through a continuous process of updating the Airport Rules and Standards throughout the last few years.

During this process, we have consulted the FAA, an Aviation Business Consultant, and the City Attorney's Office to best create a document that will assist the Airport and Tenants to provide the best standards for the passengers and customers.

B. Proposed Project

Update the Rules and Standards and adopt those with the intention of superseding the City Ordinances and allow the Rules and Standards document to be the living document for City Ordinances as they apply to MOT.

C. Consultant Selection

N/A

**IV. IMPACT:**

A. Strategic Impact:

The updated document will provide information and regulations for MOT and its tenants in order to best serve the City and the customers/passengers.

B. Service/Delivery Impact:

The updated document will provide information and regulations for MOT and its tenants in order to best serve the City and the customers/passengers.

C. Fiscal Impact:

No fiscal impact.

**V. CITY COUNCIL ASPIRATIONS**

This memo aligns with the City Council's Resilient and Prepared aspirations.

**VI. ALTERNATIVES**

- A. Council can reject the Rules and Standards/updated Ordinances and the current outdated documents can continue to be used.

**VII. TIME CONSTRAINTS**

Completed document approved as soon as possible in order to enforce updated regulations.

**VIII. LIST OF ATTACHMENTS**

- A. MOT Rules and Standards
- B. Ordinance Rules and Standards



## ORDINANCE NO.

### AN ORDINANCE REPEALING AND REENACTING CHAPTER 4 (AIRPORTS AND AIRCRAFT) OF THE CITY OF MINOT CODE OF ORDINANCES

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

WHEREAS, the City of Minot owns and operates the Minot International Airport and has adopted rules and regulations into its code of ordinances pertaining to the safe operation and maintenance thereof; and

WHEREAS, the City of Minot now intends to adopt rules and regulations by Resolution that will provide for the efficient and safe operation of the Minot International Airport and, therefore, ordinance revisions are required to reflect the existence and authority of that document.

**§1.** That Chapter 4 of the Code of Ordinances, City of Minot, North Dakota, is hereby repealed and reenacted to read as follows:

#### **Chapter 4 – AIRPORTS AND AIRCRAFT**

##### **ARTICLE 1. – IN GENERAL**

Sec. 4-0101 – Minot International Airport Rules and Regulations.

The rules and regulations relating to the city's airport shall be adopted by resolution of the city council.

Sec. 4-0102 – Enforcement and penalties.

- (a) The airport director is responsible for the enforcement of the rules and regulations adopted pursuant to section 4-0101.
- (b) Any person violating any provision of the rules and regulations adopted pursuant to section 4-0101 is guilty of an ordinance violation and subject to the provisions of section 1-8. Each day the violation occurs is a separate offense.
- (c) Any person whose act or failure to act results in a fine or penalty being assessed against the city or the airport by any federal, state, or local governmental agency having jurisdiction shall be fully liable for the payment or reimbursement to the city or airport of such fine or penalty. This liability shall extend to and include the costs associated with the

restitution, modification, repair, or clean-up of conditions resulting from such violations including attorney fees. These situations may include security, safety, environmental, aeronautical, health, or any other airport related issues.

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

PASSED FIRST READING: \_\_\_\_\_

PASSED SECOND READING: \_\_\_\_\_

ATTEST:

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Mikayla McWilliams, City Clerk

APPROVED:

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Thomas Ross, Mayor



# RULES AND STANDARDS

**EFFECTIVE:** \_\_\_\_\_

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## **Minot International Airport City of Minot**

### **Rules and Standards**

#### **Preface**

The Minot International Airport (“Airport”) is the primary commercial and general aviation air transportation facility for the City of Minot (“City”) and much of the Northwestern quarter of North Dakota. The Airport is owned by the City of Minot and daily operations of the Airport are overseen by the Airport Director.

These Rules and Standards are intended to further the City of Minot’s plans and vision for the Airport, which is to be the region’s center of aviation, supporting economic development by growing travel, cargo, and business services for our customers and the community. Recognizing its unique, dual role as both of a provider of a wide-spectrum of air services and as a driver of the regional economy, the City envisions the future of the Airport as the regional center for air travel, air cargo, and aviation-related business, providing quality services and benefits to travelers, businesses, and communities throughout the region. The commercial activity at the Airport campus will be a catalyst for economic development locally and regionally – creating jobs and supporting businesses throughout the region.

These Rules and Standards have been developed and adopted to protect and promote, in a reasonable manner, the best interests of the City, tenants, users, and the public by requiring a minimum level and quality of products, services, and facilities in order to conduct commercial and non-commercial aeronautical activities at the Airport. These Rules and Standards are designed to provide reasonable opportunity, without unjust discrimination, for the non-exclusive conduct of Commercial Aeronautical Activities at the Airport. Upon adoption, these Rules and Standards become effective and will supersede all previous Minimum Standards and Rules and Regulations previously adopted.

## **SUBDIVISION I - POLICIES, GUIDELINES, AND ADMINISTRATION**

### **Section A – DEFINITIONS**

The following words and terms as used in these Rules and Standards, shall have meanings as indicated below, unless the context clearly requires otherwise. Should there be a conflict between these definitions and FAA definitions, the FAA definition shall control. See CFR 49 U.S.C Title 14.

- a. **Abandoned Aircraft and Abandoned Vehicle** is any Aircraft or vehicle left unattended and stationary on the Airport property in an inoperable condition, or under such circumstances that evidence an intention by the owner or operator to voluntarily surrender, relinquish, or disclaim the Aircraft or vehicle.
- b. **Aeronautical Activity** is any activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations.
- c. **Aeronautical Purposes** is the standard which must be met in order to store items in airport facilities and hangars designate for aeronautical use, as outlined in FAA Order 5190.6B “Airport Compliance Handbook”.
- d. **Agreement** means a written, legally enforceable contract between the City and any party concerning access to and use of the Minot International Airport.
- e. **Air Charter and Air Taxi** means the Commercial Aeronautical Activity of providing air transportation of persons or property for hire on a charter basis or as an air taxi operator as defined and regulated by the Federal Aviation Administration.
- f. **Aircraft** means a device that is used or intended to be used for flight in the air.
- g. **Aircraft Management** means the Commercial Aeronautical Activity of providing Aircraft flight dispatch, flight crews, or Aircraft maintenance coordination on behalf of an Aircraft owner.
- h. **Aircraft Rental** means the Commercial Aeronautical Activity of renting or leasing Aircraft to the public for compensation.
- i. **Aircraft Restoration and Refurbishing** means the Commercial Aeronautical Activity of restoring, refurbishing, repainting Aircraft structures, propellers, accessories, interiors, exteriors, and components, after which the Aircraft will continue to be licensed and operate. This category of activity excludes the demolition, dismantling, or salvage of Aircraft, after which Aircraft will not continue to operate.
- j. **Aircraft Sales** means the Commercial Aeronautical Activity of the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
- k. **Airframe and Power Plant Maintenance** means the Commercial Aeronautical Activity of providing airframe and power plant services, which includes the repair, maintenance, inspection, construction, modification, or alteration of Aircraft, Aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, as currently in effect or as it may hereafter be amended.

- I. **Airline Ground Handler** means a Commercial Aeronautical Operator that provides ground handling services under an executed contract with a scheduled or non-scheduled passenger or cargo airline at the Airport. This category of activity does not include ground handling operations conducted by an air carrier using its own employees, which constitutes Self-Service not subject to Subdivision III (Minimum Standards).
- m. **Airport or “MOT”** means the Minot International Airport (“MOT”) and all of the area, buildings, facilities, and improvements within the interior boundaries of such Airport as it now exists or as it may hereafter be extended or enlarged and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration.
- n. **Airport Director** is the individual employed by the City to manage the normal and daily activities and provide continuity for long range planning and development of the Airport.
- o. **Airport Layout Plan** means the current map of MOT approved by the Federal Aviation Administration and on file with MOT Administration.
- p. **Airport Master Plan** means a comprehensive study of an airport and usually describes the short-, medium-, and long-term development plans to meet future aviation demand.
- q. **Airport Operations Area or “AOA”** means the area of the Airport identified in the Airport Security Program that includes the Aircraft movement areas, Aircraft parking areas, loading ramps, safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.
- r. **Airport Police** means law enforcement persons assigned to the Airport by the City of Minot, and includes, but is not limited to, the Minot Police Department.
- s. **Airport Security Coordinator or “ASC”** means the individual designated as the primary and immediate contact for all security related activities, and communications with TSA. The ASC maintains the ASP and initiates corrective action for any instance of non-compliance with 49 CFR part 1542 and applicable SD's.
- t. **Airport Security Program or “ASP”** means the written plan concerning security at the Minot International Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.
- u. **AVGAS** means aviation gasoline, 100LL or equivalent, intended for use in piston Aircraft.
- v. **Avionics Sales and Maintenance** means the Commercial Aeronautical Activity of providing for the repair and service, or installation of Aircraft radios, instruments, and accessories. Such operation may include the sale of new or used Aircraft radios, instruments, and accessories.
- w. **City** means the City of Minot or its designee.
- x. **City Council** means the governing body of the City of Minot.
- y. **Commercial Aeronautical Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property, or any revenue-producing activity made available to the public in connection with Aeronautical Activities.
- z. **Commercial Aeronautical Operator** means an Entity or Person conducting a Commercial Aeronautical Activity at the Airport pursuant to a Lease, permit, or other Agreement.

- aa. **Commercial Fueling** means the fueling of Aircraft by a Fixed Base Operator. Compensation may be earned for the purchase of Aircraft fuel, the storage of fuel, for the fuel dispensing service, or defueling of aircraft. Commercial Fueling includes Commercial Self-Service Fueling, but does not include self-fueling as defined in Subdivision II, Section C(VII).
- bb. **Commercial Self-Service Fueling** means the fueling of Aircraft by an Aircraft owner, operator, or owner/operator's direct employees at an authorized Fixed Base Operator fuel storage and dispensing facility where a meter and credit card acceptance point-of-sale device is installed.
- cc. **Common Use Areas** include aprons, taxilanes, taxiways, and runways. All aprons and taxilanes through leased areas shall be considered common use areas unless identified for temporary or permanent exclusive use by the Airport.
- dd. **Consent or Approval of The City and of Airport Director**. Where these Rules and Regulations call for the consent or approval of the City or Airport, the same shall be presented and approved by the City as provided by law; where the consent or approval of the Airport Director is required, the same shall be evidenced by a written document signed by the Airport Director or by a person designated by the Airport Director to sign such document
- ee. **Airport Master Plan** means a comprehensive study of an airport and usually describes the short-, medium-, and long-term development plans to meet future aviation demand.
- ff. **Airport Operations Area or "AOA"** means the area of the Airport identified in the Airport Security Program that includes the Aircraft movement areas, Aircraft parking areas, loading ramps, safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.
- gg. **Airport Police** means law enforcement persons assigned to the Airport by the City of Minot, and includes, but is not limited to, the Minot Police Department.
- hh. **Airport Security Coordinator or "ASC"** means the individual designated as the primary and immediate contact for all security related activities, and communications with TSA. The ASC maintains the ASP and initiates corrective action for any instance of non-compliance with 49 CFR part 1542 and applicable SD's.
- ii. **Airport Security Program or "ASP"** means the written plan concerning security at the Minot International Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.
- jj. **AVGAS** means aviation gasoline, 100LL or equivalent, intended for use in piston Aircraft.
- kk. **Avionics Sales and Maintenance** means the Commercial Aeronautical Activity of providing for the repair and service, or installation of Aircraft radios, instruments, and accessories. Such operation may include the sale of new or used Aircraft radios, instruments, and accessories.
- ll. **City** means the City of Minot or its designee.
- mm. **City Council** means the governing body of the City of Minot.
- nn. **Commercial Aeronautical Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property, or any revenue-producing activity made available to the public in connection with Aeronautical Activities.
- oo. **Commercial Aeronautical Operator** means an Entity or Person conducting a Commercial Aeronautical Activity at the Airport pursuant to a Lease, permit, or other Agreement.

pp. **Commercial Fueling** means the fueling of Aircraft by a Fixed Base Operator. Compensation may be earned for the purchase of Aircraft fuel, the storage of fuel, for the fuel dispensing service, or defueling of aircraft. Commercial Fueling includes Commercial Self-Service Fueling, but does not include self-fueling as defined in Subdivision II, Section C(VII).

qq. **Commercial Self-Service Fueling** means the fueling of Aircraft by an Aircraft owner, operator, or owner/operator's direct employees at an authorized Fixed Base Operator fuel storage and dispensing facility where a meter and credit card acceptance point-of-sale device is installed.

rr. **Common Use Areas** include aprons, taxilanes, taxiways, and runways. All aprons and taxilanes through leased areas shall be considered common use areas unless identified for temporary or permanent exclusive use by the Airport.

ss. **Consent or Approval of The City and of Airport Director**. Where these Rules and Regulations call for the consent or approval of the City or Airport, the same shall be presented and approved by the City as provided by law; where the consent or approval of the Airport Director is required, the same shall be evidenced by a written document signed by the Airport Director or by a person designated by the Airport Director to sign such document.

tt. **Entity** means each Person, partnership, organization, or business that has a legal and separately identifiable existence.

uu. **Escort** means the visual surveillance of or physical escorting of Persons to and from the Airport Operations Area, Movement Area, or other secure areas as designated by the Airport as described in the Airport Security Plan.

vv. **FAA** means the Federal Aviation Administration.

ww. **Fixed Base Operator or "FBO"** means an Entity conducting a Commercial Aeronautical Activity including Commercial Fueling and the other required services identified herein and may include additional optional services as set forth in an Agreement.

ii. **Flight Training** means the Commercial Aeronautical Activity of instructing pilots in dual and solo flight, in fixed or rotary wing Aircraft, and related ground school instruction as necessary to complete an FAA written pilot's examination and flight check ride for various categories of pilots' licenses and ratings. Flight training includes any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency. Flight training also includes simulator training for pilot or crew proficiency.

jj. **Flying Club** means a non-profit or not-for-profit Entity organized for the express purpose of providing its members with Aircraft for personal use only.

kk. **Fueler** means a Fixed Base Operator (FBO) that is permitted to store, handle, and dispense fuel, whether for sale to the public or for purposes of Commercial Self Service Fueling.

ll. **Ground Support Equipment Maintenance** means the Commercial Aeronautical Activity of fueling, maintaining, servicing, and repairing service and maintenance equipment used at the Airport to support Aeronautical Activities.

mm. **Ground Vehicle** is a non-Aircraft self-propelled vehicle including, but not limited to, automobiles, trucks, vans, mobile fueling vehicles, Aircraft tugs, and "Follow Me" golf carts.

nn. **Jet Fuel** means aviation fuel intended for use in turbine Aircraft.

oo. **Law Enforcement Officer** (LEO) means any member of law enforcement that provides support to the airport and TSA.

pp. **Lease** means a contractual agreement between the City and another Person or Entity which grants a concession or otherwise authorizes the use of land or building space to conduct specified activities. A Lease is written and enforceable by law.

qq. **Minimum Standards** means the qualifications set forth in Subdivision III hereof, which set forth the minimum requirements to be met as a condition for the right to conduct a Commercial Aeronautical Activity on the Airport.

rr. **MOGAS** means automotive gasoline approved for use in piston Aircraft.

ss. **Movement Area** means the runways, taxiways, and other areas of the Airport which are used for taxiing, air taxiing, takeoff, and landing of Aircraft, exclusive of loading ramps and Aircraft parking areas.

tt. **Non-Aeronautical Activity** means any activity that does not involve, make possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations.

uu. **Permit** means a written document that may be issued by the City for the conduct of Aeronautical Activities and/or Non-Aeronautical Activities at the Airport, including without limitation the self-fueling of Aircraft, and may be terminated by the City as provided for in the document and/or in the adopted Rules and Standards.

vv. **Person** means any natural person.

ww. **Rules and Standards** means the most recent version of this document as approved by the City Council and on file with MOT administration.

xx. **Safety Areas** means the runways and taxiways and surrounding runway safety areas and taxiway safety areas at the Airport as described in the Airport Layout Plan on file with MOT Administration.

yy. **Security Information Display Area or SIDA** means the portion of the Airport identified in the Airport Security Program and in which security training, criminal history background check, and identification are required.

zz. **Self-Service** means the act of tying-down, adjusting, repairing, refueling, cleaning, and otherwise servicing an Aircraft by a Person or Entity that owns the Aircraft or by a Person or Entity that has exclusive use, care, and operational control of the Aircraft pursuant to a long-term lease.

aaa. **Signatory Airline** is an air carrier conducting common carriage passenger carrying operations or all-cargo operations at the Airport pursuant to an Agreement with the City. For purposes of the Rules and Standards, Signatory Airline includes air carriers affiliated with the Signatory Airline pursuant to an agreement.

bbb. **SPCC Plan** is a Spill Prevention, Control and Countermeasure Plan.

ccc. **Special Aeronautical Event** means air shows, air races, fly-ins, skydiving, or other similar aeronautical events requiring the general use of the Airport for other than routine Airport operations.

ddd. **Specialized Aeronautical Service Operator or “SASO”** means an Entity that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include Commercial Fueling.

eee. **Specialized Flying Services** means providing specialized commercial flying services including but not limited to nonstop sightseeing tours, aerial photography or surveying, powerline or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, or other air transportation operations specifically excluded from 14 C.F.R. Part 135.

- fff. **Sterile Area** means the portion of the Terminal identified in the Airport Security Program that provides passenger access to board Aircraft and to which access generally is controlled by the Transportation Security Administration or by an Aircraft operator or a foreign air carrier, through the screening of persons and property. The Sterile Area begins immediately after the passenger screening checkpoints in the Terminal.
- ggg. **Tenant** is any Entity that has an Agreement with the City for occupying or using space on MOT property.
- hhh. **Terminal** is the commercial passenger terminal located at the Minot International Airport.
- iii. **Through-the-Fence Operations** means the movement of Aircraft between the AOA at the Airport and land adjacent to, but not part of, the Airport property.
- jjj. **TSA** is the Transportation Security Administration.

## **SECTION B - LEGAL AUTHORITY, EFFECTIVENESS AND RESERVATION OF RIGHTS**

### **I. Legal Authority and Purposes**

- a. As operator, sponsor, and proprietor of the Airport, the City adopts these Rules and Standards pursuant to North Dakota Century Code Section 2-02. These Rules and Standards shall govern the use and operation of the Airport and propose its safe, secure, orderly, and non-discriminatory use.
- b. Subdivision III (Minimum Standards) is adopted for the following purposes:
  - 1) to maintain a quality-of-service baseline for Airport users;
  - 2) to protect Airport users from unlicensed and unauthorized products and services;
  - 3) to enhance the availability of adequate services for all Airport users;
  - 4) to promote the orderly development of Airport land;
  - 5) to provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not; and
  - 6) to prevent disputes between aeronautical service providers.
- c. All Leases and other Agreements authorizing the use of Airport property and facilities must comply with these Rules and Standards, as may be amended from time to time.
- d. In addition to these Rules and Standards, all Entities on the Airport must comply with all federal, state, and local laws. In the event of a conflict between these Rules and Standards and federal, state, and local laws - the federal, state, or local laws will prevail.
- e. The City recognizes the jurisdiction of the federal government, delegated to the Federal Aviation Administration, concerning the certification and regulation of pilots, air carriers and Aircraft and navigable airspace. Nothing herein is intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the federal government, and the provisions hereof shall be interpreted consistent with this purpose.
- f. The invalidation of any specific provision shall not affect the validity of the remainder of these Rules and Standards.
- g. References and citations in these Rules and Standards to ordinances, laws, rules, regulations, codes, policies, standards and guidelines promulgated by the City of Minot, Ward County, State of North Dakota, the United States, and public and private bodies include any amendments as may be adopted thereto – even if such amendments are made after the City's adoption of these Rules and Standards.

### **II. Effectiveness and Amendment**

- a. These Rules and Standards shall be effective upon adoption by the Minot City Council.
- b. These Rules and Standards apply to all Entities and Persons located on any part of the Airport.
- c. The provisions of Subdivision II of these Rules and Regulations shall apply to the greatest extent permissible under any Agreement for use of the Airport. All Agreements executed after the adoption of these Rules and Standards shall be made subject to these Rules and Regulations and any amendment to these Rules and Regulations.
- d. The provisions of Subdivision III (Minimum Standards) shall apply to any Agreement effective after the adoption of these Rules and Regulations and to any amendment to an existing Agreement authorizing a Commercial Aeronautical Activity at the Airport. Subdivision III shall not

apply to any Agreement existing at the time of adoption of these Rules and Standards except as may be provided for explicitly in the Agreement. An Entity may request an advisory opinion from the Airport Director as to the application of Subdivision III to such Entity. The Airport Director's advisory opinion may be appealed as provided in Section C(II) (Administrative Appeal).

- e. Upon the expiration of an Agreement authorizing a Commercial Aeronautical Activity, the party to the Agreement may seek an extension, renewal, or renegotiation of the Agreement in accordance with the procedural and substantive requirements of Subdivision III (Minimum Standards) then in effect.
- f. The City may, in its sole discretion, waive all or any provision of these Rules and Standards for the benefit of a government or governmental agencies conducting Aeronautical Activities at the Airport, but only upon determining that any such waiver will not derogate safety. The City further may waive all or any provision of these Rules and Standards in the event of a bona fide emergency, which may include, but not be limited to, for example and without limitation, a natural disaster, act of terrorism, or similar occurrence. In furtherance of the foregoing, the City may waive application of any or all of these Rules and Standards at the request of the North Dakota Air National Guard. Waivers and variances from the provisions of Subdivision III (Minimum Standards) shall be as provided in Subdivision III, Section A(III).
- g. Upon adoption, these Rules and Standards cancel and supersede all previous rules and regulations and minimum standards governing use of the Airport.
- h. The City may amend these Rules and Standards to further promote and advance the purposes and policies set forth herein.

### III. Reservation of Rights

- a. The City reserves the right to permit use of the Airport for conducting Aeronautical Activities and Non-Aeronautical Activities, pursuant to these Rules and Standards and applicable federal, state, and local laws, ordinances, regulations, codes, and other requirements pertaining to such Aeronautical Activities and Non-Aeronautical Activities.
- b. The grant of a privilege to conduct Aeronautical Activities at the Airport by a Lease or Agreement shall not be considered in any manner as affording the aeronautical operator an exclusive right to conduct an Aeronautical Activity at the Airport anywhere other than the premises identified in the Lease or other Agreement, which may be subleased, and then only to the extent the right to sublease is provided in a Lease, Permit, or Agreement approved by the City Council or the Airport Director. The City Council or the Airport Director must approve any sublease prior to it being executed by the parties.
- c. The City reserves the right to decline to execute or approve a Lease, Sublease, Permit, or Agreement with any Entity or Person wishing to conduct an Aeronautical Activity or Non-Aeronautical Activity at the Airport if the City determines upon examination that the Entity or Person refuses or will be unable to comply with the Rules and Standards throughout the term of the Lease, Permit, or Agreement.
- d. The City reserves the right to plan and develop the Airport in the best interest of the City, its Tenants, and all Airport users. The City may designate specific areas of the Airport in which specific Aeronautical Activities and Non-Aeronautical Activities may be conducted. The City may change these designations from time to time and may relocate Tenants or decline to extend or renew a Lease, Permit, or Agreement because of a change in designation. Relocation of existing Tenants will be subject to and conducted in the manner provided in a Lease, Permit, or Agreement, by mutual agreement.
- e. The City reserves the right to inspect facilities used for Aeronautical Activities and Non-

Aeronautical Activities upon reasonable notice for the limited purpose of ensuring compliance with these Rules and Standards unless it is an emergency and then access shall be granted immediately upon demand. The City further reserves the right to audit records of Entities or Persons with a Lease, Permit, or Agreement to conduct Aeronautical and Non-Aeronautical Activities at the Airport for the limited purpose of ensuring proper payment of rates, fees, and charges as may be imposed in a Lease, Permit, or Agreement.

- f. The City reserves the right to install security devices on the Airport as may be deemed necessary by the Airport Director in furtherance of the Airport Security Program. The City shall make every reasonable attempt to balance the rights of Tenants and Airport users with the requirements of the Airport Security Program. Security devices installed within a Tenant's leased premises shall be located only along the Airport perimeter or in public use areas.
- g. Applications for permission to conduct any Commercial Aeronautical Activity or for a land or facility lease to conduct such activity at the Airport shall be made in writing to the Airport Director. Applicants are strongly encouraged to visit with the Airport Director to discuss the applicant's proposed activity prior to the preparation and submission of an application (See Appendix A).

## **SECTION C - ADMINISTRATION, ENFORCEMENT, PENALTIES, AND APPEALS**

### **IV. Administration**

- a. The Airport Director has primary responsibility for the interpretation and application of these Rules and Standards and is authorized to issue directives and interpretive guidance in conformance with these Rules and Standards. The decisions of the Airport Director hereunder are subject to appeal, as provided in Subsection II (Administrative Appeal).
- b. City employees, agents, and consultants are authorized to assist in the application and implementation of these Rules and Standards, principally through communications with Tenants and Airport users on the content and proper interpretation of these Rules and Standards.
- c. The current version of these Rules and Standards shall remain on file in the office of the Airport Director and shall be posted on the Airport website.
- d. City employees have the right to enter and inspect any and all facilities and structures on the Airport, upon reasonable advance notice for leased premises, for the purpose of ensuring compliance with these Rules and Standards. In the case of emergency, as determined by the Airport Director, access to the facilities and structures shall be granted upon demand.
- e. The City, or designee, is authorized to issue citations, summonses, or notices to appear for violations of these Rules and Standards.
- f. Airport Police are authorized to detain and remove individuals for violation of these Rules and Standards, the Charter and Code of the City of Minot, or the laws of the State of North Dakota.
- g. TSA has primary responsibility for the screening of passengers and property at the Airport, and for approving the Airport Security Program pursuant to 49 C.F.R. Part 1542. TSA is not responsible for the implementation and enforcement of these Rules and Standards.

### **V. Administrative Appeal**

- a. A Person or Entity directly and substantially affected by an action or decision of the Airport Director or designee in interpreting and applying these Rules and Standards may appeal the action or decision as provided in this subsection. This right of administrative appeal shall not apply to the imposition of penalties hereunder, which may be appealed only as provided in Subsection III (Penalties).

A Person or Entity may request reconsideration by the Airport Director of an action or decision hereunder. A request for reconsideration must be set forth in writing, and contain a complete description of the reasons why reconsideration is proper, along with any relevant documentary evidence. The request for reconsideration shall be sent to the Airport mailing address as displayed on the MOT website. The Airport Director shall provide a written response within thirty (30) calendar days of receipt of a complete request for reconsideration.

- b. A Person or Entity may appeal the Airport Director's denial of a request for reconsideration to the City Manager. A request for review must be made in writing and submitted to the City Manager within (30) calendar days of the Airport Director's denial to include only that information that was included in the original appeal. The City Manager shall schedule a hearing on the appeal, including an opportunity for a verbal presentation by the appellant and/or by the Airport Director. The appellant and/or Airport Director may waive their opportunity for a verbal presentation at the hearing. If both the appellant and Airport Director waive their opportunity for a verbal presentation at the hearing, no hearing will be scheduled and the City Manager will rely on the written materials submitted by the appellant and Airport Director. Following the submission of written materials and

any verbal presentation, the City Manager shall issue a written decision. The decision of the City Manager may be appealed to City Council.

## **VI. Penalties**

- a. The City shall enforce these Rules and Standards through graduated penalties, to include one or more of the following, separately or in combination: verbal and written warnings, written notices of violation, administrative and civil penalties, revocation of Permits issued by the City, termination for cause of Leases and eviction, referral to the City Attorney's Office for criminal prosecution, and removal from the Airport by Law Enforcement Officers.
- b. Notwithstanding the imposition of any penalty hereunder, nothing herein shall prohibit a Person from accessing the Airport for the purpose of flying as a ticketed passenger on a commercial air carrier.
- c. The principal means of enforcing the provisions of Subdivision III (Minimum Standards) will be through a Lease or Permit authorizing an Entity or Person to conduct a Commercial Aeronautical Activity on the Airport.
- d. The City intends to promote voluntary compliance with these Rules and Standards without resort to administrative fines and penalties. When a violation of these Rules and Standards is brought to the attention of the Airport Director or designee, the Airport Director or designee may notify the offender in writing and advise the offender to cease the violation and/or take corrective action. The Airport Director, at his/her sole discretion, may waive the imposition of any penalties prescribed herein upon the timely successful completion of corrective action by a Person or Entity who has violated these Rules and Standards.
- e. The City may declare violations of these Rules and Standards to constitute violations of the City of Minot Code of Ordinances in which event the enforcement of civil penalties and appeals from the issuance of a citation, summons or notice to appear shall be as provided.
- f. The City may establish a schedule of administrative fines and penalties for violations of these Rules and Standards and may amend the schedule from time to time at its sole discretion. A current schedule shall remain on file in the office of the Airport Director and be published on the MOT website.
- g. These enforcement procedures are in addition to any remedies or penalties authorized by a Lease or Permit, or pursuant to any federal, state, and local laws.
- h. Violation of these Rules and Standards may constitute default under a Lease or Permit, and the City may pursue termination and/or eviction for cause in such event. In the event of such termination, the Tenant shall peaceably vacate the Airport and surrender possession of the premises to the City in the manner described by the Lease or Permit with the City and cease all operations based at the Airport. Should the Tenant fail to make such surrender, the City shall have the right, at once and without further notice to the Tenant, to enter and take full possession of the space occupied by the Tenant at the Airport, by force or otherwise, and remove any and all parties, goods, and properties not belonging to the City found within or upon the same at the expense of the Tenant.
- i. The City may decline to enter into an Agreement or Permit with a Person, or Entity found to have violated these Rules and Standards.
- j. In addition to all other rights and remedies provided in these Rules and Standards, the City shall have any and all rights and remedies at law or in equity, including the equitable remedy of

injunction, to enforce these Rules and Standards, to obtain compliance herewith, and to impose administrative fines and penalties.

**THE CURRENT FINE SCHEDULE IS OUTLINED IN THE APPROVED RATES AND CHARGES AND THE NON-MONETARY PENALTIES ARE OUTLINED IN THE AIRPORT SECURITY PLAN. NON-MONETARY PENALTIES ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE AIRPORT SECURITY COORDINATOR AND THE TSA. THE RATES AND CHARGES ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE CITY. SECTION D – RATES, FEES, AND CHARGES**

**VII. General**

- a. The City reserves the right to impose rates, fees and charges for use of the Airport for the following purposes: to compensate the City for its costs to operate, maintain and develop the Airport; to make the Airport as financially self-sufficient as possible to comply with FAA Grant Assurances; to compensate the City for the privilege of conducting commercial activities on and deriving revenue from the Airport; and to derive a reasonable rate of return from the use of Airport facilities.
- b. The City may impose rates, fees, and charges, including, but not limited to: landing fees; terminal fees; passenger facility charges; fuel flowage fees; rent for City owned land and facilities; parking fees; access fees; concession and privilege fees; permit and administrative fees; common use area charges; and cost recovery fees to reimburse the City for payments made. The City will impose the same or similar rates, fees, and charges for similarly situated Entities conducting Aeronautical Activities at the Airport.
- c. The City's imposition of any and all such rates, fees, and charges shall not affect an Entity's or Person's obligation to pay any taxes, assessments, or fines as may be assessed by an authorized taxing jurisdiction, including without limitation possessory interest, sales and fuel taxes.
- d. The City reserves the right to review or approve the fees charged by Entities or Persons providing products and services to the public at the Airport, and specifically reserves the right to establish by policy or Agreement limits on prices charged by Airport terminal concessions. The foregoing reservation does not apply to the fees charged by commercial airlines.

**VIII. Adoption and Administration**

- a. The City Council may adopt and direct publication of a schedule of rates, fees, and charges. The rates, fees, and charges may be adjusted from time to time by the City Council. Neither the adoption nor amendment of the schedule of rates, fees, and charges shall require an amendment to these Rules and Standards.
- b. All Entities and Persons on the Airport shall be liable to pay the then-current rates, fees and charges applicable to their use of, and activities on, the Airport, except in the event that a rate, fee, or charge is established by an Agreement and such Agreement does not permit or provide for adjustment of the rates, fees, and charges by the means provided herein.
- c. Non-payment of rates, fees, and charges in accordance with the published schedule(s) of rates, fees, and charges or an Agreement may result in termination of the Agreement; eviction from any leased premises following written notice and a cure period; the suspension or revocation of the right or privilege to conduct an Aeronautical Activity at the Airport; and/or the impoundment or lien on Aircraft and/or property, as may be authorized pursuant to federal and North Dakota law.

## **SECTION D - LEASING POLICY**

### **I. General**

- a. The City will confer the right of exclusive, preferential, or joint use possession of a portion of the Airport by means of a Lease or Permit. Leases will be used where Tenants require an improvement/facility on the Airport to conduct Aeronautical and/or Non-aeronautical Activities. Permits shall be used when the activities do not require a facility to support it on the Airport. All Leases or Permits shall be for a definite period of time; shall be in writing; and shall not be effective unless and until approved by the City Council and signed by an authorized representative of the City and the Tenant/Permittee.
- b. The City may lease improved or unimproved Airport property and facilities for defined periods of time. The City may lease Airport property and facilities to, without limitation, airlines, concessionaires, Commercial Aeronautical Operators, SASOs, and other entities for the conduct of commercial and non-commercial Aeronautical Activities and Non-Aeronautical Activities.
- c. The City shall lease property for uses consistent with the then-current Airport Layout Plan and Airport Master Plan. If a proposed use requires an amendment to the Airport Layout Plan, the Airport Layout Plan amendment must be approved by the FAA before the Lease or Permit can be effective.
- d. The City will lease property on a first-come-first-served basis or initiate a public procurement process to determine whether any other Person or Entity is interested in leasing the same property or facility. The City will make the determination of the process in its sole discretion.
- e. The City will lease only as much property as is necessary to enable a Tenant to accommodate demonstrated and reasonable current and future needs, in addition to any other contiguous Airport property that would be rendered commercially unmarketable by virtue of its size, access, configuration or other conditions.
- f. At the expiration of each Lease or Permit where the disposition of the improvement is not covered in the Lease or Permit, the City, at its sole discretion, reserves the right to: i) require the Tenant or Permittee to remove the improvement(s) and restore the leased premises to its original condition at the sole cost to the Tenant/Permittee, normal wear and tear excepted within a timeframe as determined by the City; or ii) have the improvement(s) revert free and clear to the City. No Tenant/Permittee shall have the right to an extension of a Lease or Permit beyond the base term, option and/or renewal terms, if exercised, unless prescribed explicitly in the Lease or Permit.
- g. Any Entity or Person wishing to lease or develop property at the Airport must demonstrate sufficient financial capacity to make any required capital investment and any continuing investment and to pay rent and other rates, fees, and charges throughout the term of the Lease and to complete the development within a timeframe as established in the Lease. Failure to complete may result in the revocation of rights and cancellation of a Lease with cause.
- h. The City reserves the right to establish a waiting list for property and facilities owned and operated by the City, such as hangars and tie-down spaces. Upon the vacancy of any such property or facility, the City may extend the opportunity to the first Entity listed on the waiting list. If the Entity declines interest, the City will move to the next person on the list until an interested Person or Entity is found.

## II. Lease Terms

- a. The City may develop one or more standard form Leases or Permits. The City reserves the right to update or revise its standard form Leases or Permits at any time.
- b. Leases shall include a base term mutually agreed upon between the parties commensurate with the Entity's or Person's financial investment in the property or facility, but generally not longer than twenty (20) years. Option terms will be determined at sole the discretion of the City based on investment level or any unique conditions associated with the proposed Lease. In no event shall any Lease, including any Option Term, exceed a total of forty (40) years.
- c. Permits shall not exceed a maximum of five (5) years with no renewal options. The term of a Permit will be determined in the sole discretion of the City. Permits are not assignable.
- d. Leases and Permits exceeding a term of one (1) year shall provide for escalation of rent annually.
- e. The City may require investments during the term of the Lease or Permit to ensure the proper maintenance and improvements to the property or facility.
- f. Each Lease shall require the City's prior written consent to any assignment. Prior to granting its consent for the conduct of a Commercial Aeronautical Activity, the City may require the Tenant or prospective assignee to complete a request or submit the application information prescribed in Subdivision III (Minimum Standards).
- g. Each Lease shall require the City's prior written consent for any subleasing. All subleases must include a copy of the Lease as an exhibit to the sublease and require that the sublessee comply with all terms and condition of the original Lease, as amended.
- h. The provisions of this Subsection II (Lease Terms) shall not alter or modify the terms of a Lease or Permit in effect at the time of initial adoption of these Rules and Standards.

The applicant for assignment of a Lease must submit all information and material necessary or requested by the City to establish, to the City's satisfaction, that the applicant will qualify and comply with these Rules and Standards. At a minimum, such applications must include all of the following information:

1. Name, mailing address, e-mail address, and phone number of applicant(s).
2. Type and structure of the organization; if incorporated on an LLC, the names of the officers; if a partnership, the names of the partners.
3. Individual or business name and mailing address to appear on the Lease.
4. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.
5. A list of any applicable Federal, State or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.
6. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease/sublease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided.
7. A description of the services to be offered and a business plan, including all of the intended services and rates and charges schedule.

8. The hours of operations and number of employees.
9. The number and type of Aircraft to be based upon the leasehold (if applicable), including tail number(s) for all Aircraft to be included in the use of the premises. This information must be updated annually or when there is a change in any of the information, whichever is more frequent.
10. Provide a certificate of insurance or other satisfactory evidence of the ability to obtain insurance coverage as required in Section VII.

If requested by the City, the applicant shall also submit the following supporting documents:

1. Financial Statements – A current financial statement prepared or certified by a Certified Public Accountant.
2. Assets – A written listing of the assets owned or to be purchased and utilized in conjunction with the commercial activity at the Airport.
3. Credit Report – A current credit report covering all areas in which the applicant has done business within the last ten years.
4. References – A list of persons or businesses for which the City has the authorization to contact.

## **SECTION E - DEVELOPMENT STANDARDS**

### **III. Construction**

- a. Buildings, structures, pavements, or any other improvements or additions requiring a building, grading or similar permit from a local, state, or federal governmental agency shall not be placed, constructed, altered, or removed without the prior written approval of the Airport Director.
- b. The City reserves the right to require an appropriately sized performance bond to guarantee the completion of the construction consistent with the proposed development and schedule required by the City.
- c. Plans and construction documents must comply with all applicable FAA design standards, the North Dakota State Fire Code, and the City of Minot Building Code, as each may be amended from time to time.
- d. Plans and construction must be consistent with the then-current and approved versions of the Airport Master Plan, Airport Layout Plan, Airport Certification Manual, Airport Security Program, and the Rules and Standards. These documents shall be available from the office of the Airport Director, with the exception of the Airport Security Program, which is Sensitive Security Information and not available for public review.
- e. Pavements intended to accommodate Aircraft movement or storage must be designed and constructed to accommodate all Aircraft within a Runway Design Code specified in the Lease.
- f. Required notices submitted pursuant to 14 C.F.R. Part 77, Objects Affecting Navigable Airspace, must be submitted through the Airport Director, or designee. Tenant shall be solely responsible for completing and filing a 7460 Notice of Construction or Alteration form or any other permit as may be required by the FAA.
- g. No facility or structure may be constructed or placed on the Airport that has been determined by the FAA to constitute an obstruction or hazard to air navigation.
- h. Windows and large areas of glass shall be oriented to avoid glint and glare which could distract pilots landing at, taking off from, or taxiing on the Airport.
- i. Facilities shall be properly lighted and include such other security controls as may be required by the Airport Security Program, secure the AOA, or as determined by the Airport Director.
- j. Detailed plans and specifications must be submitted, reviewed, and approved in writing by the Airport Director or designee prior to construction.
- k. Construction shall be in conformance with the approved plans and specifications.
- l. The Entity or Person shall deliver to the Airport Director or designee one set of electronic "as built" plans within thirty (30) calendar days of completion of construction.
- m. The City is not responsible for any administrative fees and other costs for building permits and similar approvals or for obtaining any permits or licenses.

### **IV. Signage**

- a. Signs must conform to applicable requirements of a Lease or Permit.
- b. Signs must comply with all federal, state, and local laws regulating signs, including the City of Minot's Code of Ordinances and City of Minot's Land Development Ordinance.

- c. The City is authorized to prescribe standards and guidelines for signs as may be needed for the safety and efficiency of Airport operations, to reduce the visual impact of signs, and to preserve the aesthetic qualities of the Terminal and Airport.
- d. Signs shall not be placed or constructed upon the Airport property or on any building, structure, or improvement thereon without first having obtained prior written approval from the Airport Director or designee. The Entity or Person will provide a concept drawing or written proposal for review of any proposed sign to the Airport Director or designee for review and approval.
- e. The Airport Director may refuse permission for installation or construction of a sign if inconsistent with the standards and guidelines prescribed by the City or if the Airport Director determines that the sign may impede the safety and efficiency of the Terminal or Airport, the sign would have a significant negative visual impact, or the sign would impair the aesthetic qualities of the Terminal or Airport.

## V. Utilities, Landscaping and Design

- a. All buildings requiring sanitary sewer and/or water service shall connect to the public water system. No septic systems are allowed. All connection fees and utility usage fees shall be the sole responsibility of the Tenant.
- b. All electrical and telephone service shall be underground and shall be the sole responsibility of the Tenant.
- c. Landscaping plans shall receive prior written approval by the Airport Director. Plans must identify materials that will limit growth so that the landscaping would not constitute an obstruction or hazard to air navigation, interfere with Aircraft and Airport operations, or attract potentially hazardous wildlife.
- d. All new construction shall be of high quality and include materials and finishes which are complementary to existing buildings and will maintain their appearance with low maintenance.
- e. Prior written approval must be granted by the Airport Director or designee for exterior design, materials, and colors.
- f. Prior written approval must be granted by the Airport Director for interior design, materials, finishes, fixtures, and graphics which are to be a part of the waiting areas, lounges, for any spaces accessible to the public.
- g. All customer facilities and accommodations for passengers and crews of transient Aircraft must include ramp or other convenient access for the disabled and restrooms available for use by the disabled.
- h. Vehicular access to Aircraft storage hangars shall minimize crossing of the AOA. Automobile parking in locations which do not interfere with Aircraft operations shall be provided near Aircraft storage hangars. All Aircraft storage hangars shall provide a personnel entrance door.
- i. Sliding doors may not be used in hangar configurations where the open door of one hangar will adversely interfere with access to another hangar.
- j. The Tenant shall provide adequate, paved and lighted vehicle parking spaces within or near the leased premises sufficient to accommodate all activities including employee and customer parking. Parking lots shall be configured for ease of ingress and egress and parking spaces shall be clearly marked in addition to loading zones, handicapped parking, and fire lanes.

- k. The Tenant shall provide a paved Aircraft apron within the leased area to accommodate all Tenant-related Aircraft movement from the Tenant's building to the public ramps, taxiways, taxilanes, and runways.
- l. All construction or alteration on the Airport shall be designed so as to conform to the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and/or the Air Carrier Access Act (49 U.S.C. § 41705) and implementing regulations and guidelines, as applicable. No Person shall be denied access to the Airport on the basis of handicap or disability. Any Person who believes that they were denied access or discriminated against on the basis of a handicap or disability may file a complaint with the Authority in accordance with the appeal procedures under Section C hereof.

## **SECTION F - MISCELLANEOUS POLICIES**

### **VI. Special Aeronautical Events**

Any Special Aeronautical Event held on the Airport by any Tenant or other Airport user, organization, civic, or government entity must be conducted in accordance with a Permit signed by the Airport Director and Special Aeronautical Event sponsor prior to the start of the Special Aeronautical Event. The Permit shall specify the dates and times of the Special Aeronautical Event, areas of the Airport authorized for use during the Special Aeronautical Event, insurance and indemnification to be provided by the Special Aeronautical Event sponsor, means to ensure safety and security during the Special Aeronautical Event, special arrangements for ground vehicle and Aircraft parking, arrangements for crowd control and pedestrian access to the AOA, compensation for the City for use of Airport facilities, and such other terms and conditions as the Airport Director may require.

### **VII. Through-the-Fence Operations**

The City has determined that uncontrolled Through-the-Fence Operations have the potential to jeopardize the safe and the efficient use and operation of the Airport and to allow non-permitted users to compete unfairly with Airport Tenants and Permittees. The City will not authorize an Entity or Person to conduct an Aeronautical Activity requiring through-the-fence access without an executed Permit.

### **VIII. Advertising Policy – Please see Appendix C**

The decision to permit or deny any advertising shall be made by the Airport Director and consistent with the provisions identified in Appendix C. The City reserves the right to amend the provisions of Appendix C and substitute an amended Appendix D at its sole discretion.

## **SUBDIVISION II - RULES AND REGULATIONS**

### **SECTION A - PERSONAL CONDUCT**

#### **I. General**

- a. No Entity or Person shall obstruct, impair or interfere with the safe, orderly, and efficient use of the Airport by any other Person, vehicle, or Aircraft.
- b. No Entity or Person shall commit any disorderly, obscene, or indecent act on the Airport.
- c. In accordance with North Dakota law, no Person shall engage in, conduct, aid in, or abet any form of gambling on the Airport, except as may be approved in writing by the Airport Director and in compliance with all applicable local and state laws.
- d. No Person may consume alcoholic beverages in the Terminal, except in those areas designated by the Airport Director for the sale and consumption of alcohol. No Person shall consume alcoholic beverages in any building on the Airport that is owned by the City of Minot without prior written approval of the Airport Director. The sale and consumption of alcoholic beverages must comply with all requirements of the North Dakota Liquor Control Commission.
- e. No Person shall operate a sound amplification system within or in the immediate vicinity of the Terminal without the prior written permission of the Airport Director. The foregoing restriction does not apply to the use of the public announcement system in the Terminal or the use of individual gate announcement systems by airlines, subject to amplification limits established by the Airport Director.
- f. No Person shall abandon personal property, ground vehicles, or Aircraft on the Airport. Abandoned property can be disposed of as provided in Section II – Refuse Disposal and Management.

#### **II. Refuse Disposal and Management**

- a. No Person shall throw, dump, or deposit any waste, refuse, or garbage on the Airport except in designated receptacles. All waste, recyclables, refuse, pallets, boxes, or garbage shall be placed and kept in proper containers until disposed of in an appropriate and timely manner.
- b. Tenants are required to keep their leased premises clean and clear of all rubbish, junk, and debris and in compliance with the terms and conditions contained in any Lease or Permit. Following a written notice and cure period for any violations of this provision, if the area is not cleaned to the satisfaction of the City, the Airport Director may have the premises cleaned at Tenant's expense. The cost of such cleaning and a fifteen percent (15%) administrative fee shall be paid for by the Tenant due and payable upon demand.
- c. No Entity or Person shall knowingly, recklessly, or negligently cause debris to be left within the AOA in such manner as may pose a risk to the operation of Aircraft. All Entities or Persons with access to the AOA shall keep the same clear of Foreign Object Debris (FOD) by collecting and disposing of debris in covered containers to prevent potential engine intake or damage to Aircraft or Ground Vehicles.

### **III. Animals**

- a. Animals are prohibited in the Terminal, except service animals, animals in transit, and animals used by Law Enforcement Officers. Animals permitted to be in the Terminal must be restrained by a leash, harness, or container. Animal handlers will be required to remove any waste that is left by the animal in the premises.
- b. No Person shall enter the AOA with an animal unless the animal is restrained by a leash, harness, or container at all times, except that supervised animal used in law enforcement, search and rescue, and wildlife management may be permitted in the AOA without actual physical control.
- c. The Airport Director may designate one or more pet relief areas in the immediate vicinity of the Terminal and, if so designated, all Persons shall abide by the designation.
- d. No Person shall feed or encourage the congregation of birds or other animals on the Airport.

### **IV. Firearms and Explosive Devices**

- a. No Person other than a duly authorized Police Officer shall fire or discharge any firearm of any description on the Airport or onto the Airport. The foregoing restrictions on discharging firearms do not apply to individuals engaged in wildlife management in accordance with a wildlife hazard management plan and as authorized in writing by the Airport Director.
- b. No passenger shall enter the passenger screening area with a firearm or any other items prohibited by the TSA. Police and other duly authorized law enforcement officers may detain any Person violating this provision for questioning, confiscate the firearm or prohibited item, allow the Person to voluntarily withdraw from screening, or allow the Person to check or ship the firearm or prohibited item. These actions may be in addition to any civil penalties imposed by TSA for the same conduct.
- c. No Person shall possess on the Airport any explosive device or any hoax device. The foregoing restriction on explosives does not apply to individuals engaged in wildlife management in accordance with a wildlife hazard management plan or as authorized in writing by the Airport Director. The foregoing restriction also does not apply to the possession and use of explosive devices in connection with the design, manufacture, repair, refurbishment, or operation of Aircraft. For purposes of these Rules and Regulations, a hoax device shall include any object that would cause a Person to reasonably believe that the object is or contains a destructive, incendiary or explosive device.

### **V. Hunting**

No Person shall hunt, pursue, trap, catch, injure, or kill any animal on the Airport. The foregoing prohibition does not apply to individuals engaged in wildlife management in accordance with a wildlife hazard management plan, pest control, or as authorized in writing by the Airport Director.

### **VI. Smoking**

Except as noted below, in accordance with North Dakota Century Code, Chapter 23-12, smoking is prohibited in all enclosed areas of the airport and within twenty (20) feet of any entrance or exit of any City owned building. Smoking near the Terminal will only be permitted in the officially posted and designated smoking shelter area located outside of the Terminal, west of the baggage claim area vestibule 1201. All persons using the smoking area are responsible for keeping the area clean. The City reserves the right to relocate or eliminate the smoking area at its sole discretion.

## **VII. Vandalism and Damage to Airport Property**

No Person shall willfully destroy, injure, damage, or deface in any way public property of any nature located on the Airport. Any Person causing or liable for damage of any nature shall report such damage to the office of the Airport Director. Violators shall reimburse the City for the full amount of the damage repair due and payable upon demand.

## **VIII. Residential Use**

- a. No building or facility on the Airport shall be used for residential use. The foregoing prohibition shall not apply to authorized flight crew quarters, pilot resting facilities, and similar facilities designed and used for temporary occupancy.
- b. No Person shall camp on the Airport.

## **IX. Non-Aeronautical Property Storage**

No hangar, T-hangar, parking facilities, or similar structure on the Airport used for the storage of or use by Aircraft, and exterior areas surrounding any such structure unless designated for vehicle parking, shall be used for the storage of vehicles or property not related to the use, operation, or maintenance of Aircraft, without the prior written permission of the Airport Director. This prohibition shall include, without limitation, storage of currently licensed automobiles other than when the vehicle is parked when an Aircraft is being operated, vehicles that are not currently licensed and/or are not operable, recreational vehicles, boats, personal items, and non-airworthy and/or unlicensed Aircraft. The City shall have the right, without notice, to inspect premises to ensure compliance with this provision. Any prohibited item shall be removed upon written notice by the Airport Director or designee, and, if not removed as ordered, shall be subject to removal by the City at the responsible party's expense. This prohibition shall not preclude the temporary storage of Ground Vehicles while the occupant is traveling in an Aircraft stored in the structure.

## **X. Solicitation and Picketing**

- a. **Solicitation**
  - 1) No Entity or Person shall distribute any literature, circulars, pictures, sketches, drawings, pamphlets, or other forms of printed or written material or engage in any form of solicitation in areas not exclusively leased on the Airport without the prior written permission of the Airport Director.
  - 2) Solicitation shall be permitted following the submission of a request detailing the nature of the solicitation, the proposed location, and the duration of the event and only after the prior written approval of the Airport Director.
  - 3) No Person shall solicit for the immediate receipt of funds on the Airport.
- b. **Picketing, marching, demonstrations**
  - 1) Each Entity wishing to engage in picketing, marching, or demonstrating at the Airport shall first obtain a Permit from the Airport Director or designee. Each Permit shall specify the area of the Airport on which picketing, marching, or demonstrating shall be permitted, the date and time such activity shall be permitted, and any other reasonable conditions that the Airport Director may deem necessary for the safety of persons and property or for the effective operation and security of the Airport.
  - 2) All authorized picketing, marching and demonstrating shall be conducted (i) in a peaceful

and orderly manner; (ii) without physical harm, molestation, threat or harassment of any person; (iii) without obscenities, violence, breach of the peace, or other unlawful conduct; (iv) without obstructing the use of any portion of the Airport by others; (v) without hindrance to or interference with the proper, safe, orderly and efficient access to/from the Airport and operation of the Airport and activities conducted thereon; and (vi) in strict conformance with any operating procedures governing such activities on the Airport and the direction and conditions prescribed in writing by the Airport Director. All such conditions must be contained in an executed Permit prior to the event(s).

3) If an Entity violates these Rules and Standards or other limitations prescribed in the Permit, the Entity or Person shall be notified, afforded a hearing before the Airport Director, and, if found in violation, in addition to any other sanctions, may be denied permission to continue the permitted activity for up to sixty (60) calendar days. A repeated violation within three hundred sixty-five (365) calendar days of any violation will result in the denial of permission for a period of one year from the second violation date.

## **SECTION B - OPERATIONS**

### **XI. General Responsibilities**

- a. The operation of Aircraft on the Airport shall be conducted in conformity with FAA regulations; the state of North Dakota; directives and orders of the airport traffic control tower; TSA regulations; these Rules and Standards; and any other governmental unit having jurisdiction over the Airport. Entities and Persons operating Aircraft are responsible for the safe operation of their Aircraft and the safety of others exposed to such operation.
- b. All Aircraft operating at the Airport shall display on board the Aircraft a valid airworthiness certificate to the extent required and issued by the FAA or appropriate foreign government, and further shall display on the exterior of the Aircraft a valid registration number as may be issued by the FAA or appropriate foreign government.
- c. Upon written request of the Airport Director or designee, the Aircraft operator shall produce a pilot's certificate and airworthiness certificate, to the extent a pilot's certificate or airworthiness certificate is required by the FAA or appropriate foreign government or to ensure compliance with these Rules and Standards.
- d. No Person may operate Aircraft at the Airport in a reckless or negligent manner; in disregard of the rights and safety of others; without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or property. No Person shall operate Aircraft constructed, equipped, or loaded in such a manner as to endanger, or to be likely to endanger, persons or property.
- e. In addition to any other penalties prescribed by these Rules and Standards or that may be imposed by FAA for the same conduct, the Airport Director is authorized to restrict access to the Airport by (i) any Person who has been found by the FAA to have violated applicable FAA regulations concerning the operation of Aircraft, where such violation would, in the view of the Airport Director, present a real and immediate danger to the safety of persons or property on the Airport; or (ii) who has been found by the City to have violated the preceding provision of the Rules and Standards concerning the safe operation of Aircraft on the Airport.
- f. As provided in FAA regulations and North Dakota law, no Person shall operate or have actual physical control of any Aircraft while under the influence of alcohol, drugs, or other controlled substances. This provision is intended to provide an additional mechanism to ensure safe Aircraft operations by requiring compliance with FAA regulations, currently found at 14 C.F.R. § 91.17. This provision is not intended to create new or different standards than provided in FAA regulations.
- g. No Person shall have in his possession while in the cockpit of any Aircraft any bottle or receptacle containing any alcoholic beverage which has been opened, or the seal broken, or the contents of which have been partially removed or controlled substances.
- h. No Person shall land at, take off from, or taxi on the Movement Areas of the Airport in an Aircraft that is not equipped with a functioning radio transmitter and receiver. In the event of an unexpected radio failure, standard light signals shall be observed.
- i. Any Aircraft owner or operator causing damage to Airport property shall be fully liable to the City for repair of any such damage, in addition to any other penalties prescribed herein.

j. Snow removal by the City shall be limited to those areas identified in the Minot International Airport Snow and Ice Control Plan, on file in the office of the Airport Director and as may amended from time to time. Snow removal in leased areas is the responsibility of the Tenant unless stipulated otherwise in a Lease or Permit. Snow removal by Tenants shall not impede the ground movement of Aircraft, create a hazard to air navigation, cause a risk of engine ingestion, or otherwise present a risk to Persons or property.

## **XII. Parking, Ground Movement, and Engine Run-Up**

- a. No Aircraft shall be parked or stored at the Airport except in areas designated by the Airport Director or designee for such purposes. Aircraft operators are solely responsible for properly securing the Aircraft while parked or stored to avoid damage to other Aircraft or buildings and for maintaining the Aircraft in a safe and operable condition.
- b. No Aircraft shall be left unattended on the Airport unless it is in a hangar or adequately secured.
- c. All Airport users shall have the right in common with others so authorized to use Common Use Areas of the Airport. Common Use Areas shall be kept clear and available for Aircraft traffic. No one shall use any Common Use Area for parking or storing of Aircraft or vehicles. Common use designations may be changed from time to time by the Airport Director.
- d. Aircraft shall not be parked so as to block movement or create unsafe conditions on taxiways, public ramps, or in Common Use Areas. At the direction of the Airport Director, the operator, owner, or pilot of any improperly parked Aircraft on the Airport shall immediately move the Aircraft to a legally designated parking area on the Airport in a timely manner. If the operator refuses to comply with such direction, the Airport Director, may tow said Aircraft to such designated area at the owner's or operator's expense and charge a fee as set forth in the Airport Rates and Charges.
- e. Tenants shall park and store all Aircraft and equipment used for their operations within their leased area only, unless alternative arrangements for such parking or storage are approved in writing by the Airport Director or designee. Airlines shall stage ground service equipment in the locations as designated by the Airport Director. Storage of inoperable or equipment not actively being used is prohibited in Common Use Space.
- f. Abandoned Aircraft are prohibited on the Airport. The Airport Director or designee may cause Abandoned Aircraft to be removed at the sole risk and expense of the Aircraft owner or operator. Aircraft in any active stage of manufacture, repair, or refurbishment will not be considered abandoned provided that the Aircraft is under the care, custody, and control of an Entity or Person and the Entity or Person shows meaningful continuing progress of completing or restoring the Aircraft to an airworthy condition. The Airport Director may request evidence to demonstrate the Entity's or Person's intention to complete or restore an Aircraft to an airworthy condition, such as, by way of example and without limitation, parts receipts, sales invoices, order book, labor records, or similar documents.
- g. Non-airworthy Aircraft may be permitted within the tie-down or ramp areas provided there is space available as determined by the Airport Director. Aircraft in any stage of manufacture, repair, or refurbishment may be parked within the tie-down or ramp areas provided that the Aircraft is under the care, custody, and control of an Entity or Person and the Entity or Person has the present intention of completing or restoring the Aircraft to an airworthy condition in a timely manner. Appropriate fees will be assessed for the parking location utilized.
- h. Aircraft operators shall obey all pavement markings, signage, and lighted signals.
- i. No Person shall taxi an Aircraft until he/she has ascertained by visual inspection of the area that there will be no danger of collision with any Person or object in the immediate area.

- j. Fixed wing Aircraft taking off or landing at the Airport shall do so only from designated runways and in full compliance with FAA regulations.
- k. Passengers and cargo shall be enplaned/deplaned only in areas designated by the Airport Director or designee.
- l. Run-up of jet, turboprop, piston, or rotary engines shall be performed only in the areas designated for such purpose by the Airport Director, designee, or the airport traffic control tower.
- m. No Entity or Person owning, controlling or operating any Aircraft shall start, operate, or allow the Aircraft's engine to run, or allow the same to be started, operated, or run unless a licensed operator is in the Aircraft attending the Aircraft's controls. A portion of Aircraft run-up for testing, maintenance, and pre-flight checks may be conducted without an operator at the controls so long as the run-up occurs in a designated area, all safety precautions prescribed by FAA regulations and best industry practices are employed, and the Aircraft is incapable of moving during the period an operator is not at the controls.
- n. Aircraft shall not be started within any structure on the Airport, provided that Aircraft and Aircraft engines may be started in structures on the Airport during research and development, manufacture, and repair.
- o. No Person shall start the engine of any Aircraft unless the wheels of said Aircraft are then blocked or unless adequate brakes thereon have been actuated.
- p. Positioning, starting, or taxiing of Aircraft shall be done in such a manner so as not to cause jet blast or prop wash that may result in injury to Persons or damage to property.
- q. No helicopter shall be operated within fifty (50) feet of any building and shall operate only from areas designated in writing by the Authority.
- r. No Person shall operate an Aircraft on pavement designed solely for Ground Vehicle or pedestrian traffic.

### **XIII. Aircraft Accidents**

- a. The pilot of an Aircraft involved in an accident on the Airport shall report the accident to the Airport Director and Aircraft Rescue and the operations center immediately, in addition to any and all other notifications and reports required to be made to other federal, state, and local authorities. In the event said pilot is not able to make such report to the Airport Director or the operations center, the owner of the Aircraft or his agent shall make such report to the on-call Airport staff.
- b. In the event of an accident on the Airport, the City, through the Airport Director or his/her designee may, upon receipt of removal authority from the FAA Regional Operations Center or National Transportation Safety Board, direct the owner, pilot or authorized insurance company to make arrangements to have the Aircraft moved and, if not completed within a reasonable period of time, move damaged Aircraft from the landing areas, ramps, aprons, or other areas at the expense of the owner and without liability to the City for damage resulting from such moving.
- c. Airport property damaged or destroyed by accident or otherwise shall be repaired or replaced at the sole expense of the responsible parties.
- d. The pilot or owner of any Aircraft that sustains material damage affecting the airworthiness of the Aircraft while conducting operations on the Airport shall immediately notify the Airport Director or designee.

#### **XIV. Airport Closure**

- a. The Airport Director or designee has the right at any time to close the Airport, or any portion thereof, to air traffic; to delay or restrict any flight or other Aircraft operation; and to deny the use of the Airport or any portion thereof when necessary, in the interest of safety and security, including without limitation in the event of Aircraft incidents and accidents and certain airfield surface conditions. Upon approval by the FAA, the Airport Director shall have the right to temporarily close the Airport for Special Aeronautical Events. In the event the Airport Director or designee believes the condition of the Airport to be unsafe for landings or take offs, the Airport may issue, or cause to be issued, a Notice to Airmen closing the Airport or any portion thereof.

#### **XV. Self-Service**

- a. An Entity or Person has the right to Self-Service an Aircraft that the Entity or Person owns or that the Entity or Person has under its exclusive care, custody, and operational control pursuant to a long-term lease or other similar agreement. The right to Self-Service includes the right to tie down, adjust, repair, refuel, clean, detail, and otherwise service an Aircraft with qualified employee technicians.
- b. Each Entity or Person engaged in Self-Service shall have the requisite training and/or certification as may be required by the Rules and Standards and FAA regulations. Licensed pilots are permitted to perform preventive maintenance in accordance with 14 C.F.R. Part 43.
- c. The City does not recognize Aircraft managers, co-ops, or hangar associations to be the owner or lessee of an Aircraft for the purpose of Self-Service and each such Entity is not permitted to Self-Service. Flying Clubs and fractional Aircraft owners pursuant to 14 CFR Part 91 are permitted to Self-Service Aircraft based at the Airport. Self-Service may be conducted only by the Aircraft owner or operator, including an employee of an Entity. The Airport Director may require evidence of employment, such as a copy of the employee's W-2 Statement.
- d. The City reserves the right to designate areas on the Airport where Aircraft owners and operators may engage in Self-Service.

#### **XVI. Cleaning, Painting, and Maintenance of Aircraft**

- a. Aircraft maintenance shall be performed within hangars, provided such activity does not pose a fire, safety, or environmental hazard and provided that there is proper containment to collect all contaminants used in performing the maintenance. All contaminants must be disposed of in compliance with all applicable environmental laws and regulations.
- b. Aircraft painting shall be performed only in designated areas approved in writing for that activity by the City and in areas where the required environmental protections are in place.
- c. Aircraft cleaning shall be performed only in the areas and in the manner prescribed by the City and in compliance with the Airport Storm Water Management Plan.

#### **XVII. Limits on Aeronautical Activities**

- a. The following types of Aircraft and other aerial devices may not be operated on the Airport without the prior written authorization from the Airport Director:
  - 1) Ultralight Aircraft.
  - 2) Unmanned aircraft systems ("UAS"/ "drones").
  - 3) Kites, model airplanes, tethered or non-tethered balloons, rockets and similar aerial devices.

- b. Use of any portion of the Airport as a designated drop zone for parachute jumping or skydiving shall be prohibited without the prior written approval of the Airport Director and the airport traffic control tower, and further shall require a executed Permit authorizing use of the designated portion of the Airport for a drop zone.
- c. The Airport Director or designee may seek review by the FAA upon receipt of an application to conduct one of the foregoing Aeronautical Activities or another Aeronautical Activity not then occurring on the Airport. In the event that the Airport Director or designee grants approval to conduct an Aeronautical Activity, the approval shall be in the form of a written Permit prescribing specific conditions on use of the Airport for the Aeronautical Activity. The authorized Aeronautical Activity shall be conducted in conformity with such Permit, all applicable requirements contained in FAA regulations, and any other conditions as may be imposed by the airport traffic control tower.

## **SECTION C - FUELING AND ENVIRONMENTAL PROTECTION**

### **XVIII. General**

- a. All aviation fuels and oils for sale or dispensed on Airport property shall be dispensed only by Entities or Persons so authorized in a Lease or Permit and must comply with all requirements outlined in this Section C. No other Entities or Persons shall sell, transport, store, dispense, or otherwise introduce fuels and oils onto Airport property without the prior written permission of the Airport Director.
- b. For purposes of this section, "Permittee" shall refer to the owner or exclusive operator of Aircraft authorized to self-fuel pursuant to a self-fueling Permit or Lease.

### **XIX. Aircraft Fueling Operations**

- a. All fuel handling and dispensing on the Airport shall be done in compliance with the most current version of the following:
  - 1) FAA Advisory Circular 150/5230-4 (Aircraft Fuel Storage, Handling and Dispensing on Airports)
  - 2) FAA Advisory Circular 00-34 (Aircraft Ground Handling and Servicing)
  - 3) National Fire Prevention Association (NFPA)'s Code No. 407 (Standard for Aircraft Fuel Servicing); and Code No. 30 (Flammable and Combustible Liquids Code)
  - 4) Air Transport Association Specification 103 (Standards for Jet Fuel Quality)
  - 5) Underwriters Laboratories 2085 (Protected Aboveground Tanks for Flammable and Combustible Liquids)
- b. Only an authorized Fueler shall be permitted to engage in the sale of aviation fuel and other petroleum products to the public at large at the Airport, including both attended and unattended retail fuel sales.
- c. Each Fueler shall provide the City with a written comprehensive quality control and management plan identifying quality control procedures, qualifications of personnel to be used in the Aircraft fueling operations, and the training program for initial and recurrent training as well as the methodology to be used in recording and reporting such training.
- d. Each Fueler will provide all applicable insurance required by the City and shall indemnify and hold harmless the City of Minot from occurrences resulting in environmental contamination, injury to Persons, or damage to property.
- e. The right to Self-Service includes the right to self-fuel. In order to engage in self-fueling, the Aircraft owner or operator must seek and obtain a self-fueling Permit from the City if the right to Self-Service fueling is not contained in the owner/operators Lease with the City. Self-fueling shall be subject to Subdivision II Section C of these Rules and Standards. No Entity or Person shall be required to self-fuel; the purchase of fuel from an authorized Fueler shall remain available to all Airport Tenants and Permittees.
- f. The transportation of fuel onto the Airport, via truck or similar vehicle, for the purpose of direct Aircraft fueling is prohibited unless per-approved in writing by the Airport Director. This provision shall not apply to the various fuel companies that make aviation fuel deliveries at the Airport under escort into approved storage tanks. No truck-to-truck (fuel transport truck to Aircraft fuel service truck) operations may be conducted unless on an emergency basis and with the prior written approval of the Airport Director.
- g. No Aircraft shall be fueled while one or more of its engines are running, except under procedures approved by the FAA and consistent with proper safety procedures.

- h. No Aircraft shall be fueled or de-fueled while passengers are on board the Aircraft unless a properly trained crew member is on board.
- i. All fueling operations shall be conducted at least twenty-five (25) feet from any hangar or building and fueling trucks must be pointed away from fueled Aircraft and have a clear route of egress in case of emergency.
- j. Smoking or lighting of an open flame shall be prohibited within fifty (50) feet of any fueling operation. No Person shall use any material during fueling or de-fueling of Aircraft which is likely to cause a spark or be a source of ignition.
- k. No Person shall operate any radio transmitter or receiver or switch electrical components on or off in an Aircraft during fueling or de-fueling except those systems that may need to be operated by a qualified crew member during fueling operations.
- l. During fueling operations of any kind, dispensing equipment and receiving equipment such as fuel trucks, fuel storage tanks, and Aircraft shall be grounded at all times to neutralize electrical discharge potential.
- m. Fueling and defueling operations shall be conducted with adequate fire extinguishers immediately available within close proximity. All extinguishers shall be inspected and certified, as required by law, and all Fuelers shall be properly trained on the use of fire extinguishers.
- n. All fuel dispensing equipment, hoses, funnels, or apparatus used in fueling or defueling shall be maintained in good condition and be properly grounded in accordance with FAA and NFPA guidelines, and in compliance with the Federal Water Pollution Control Act.
- o. Fuel hoses and equipment shall be maintained in a safe, sound, and non-leaking condition.
- p. Trained personnel shall be present during the entire fueling operation of an air carrier Aircraft in accordance with 14 C.F.R. Section 139.321.
- q. MOGAS shall be dispensed into Aircraft on the Airport only into Aircraft certified for its use and further shall be in accordance with all applicable FAA and industry guidelines as well as federal, state, and local laws and regulations relating to fuel handling and storage.

## XX. Training

- a. Employees of all Fuelers and agents handling aviation fuels at the Airport must be properly trained as required by 14 C.F.R. § 139.321 and maintain written records for a minimum of the previous twelve (12) months. Separate fuel safety training programs are required for supervisors and line service personnel. Recurrent training must occur at least every twelve (12) months.
- b. At least one supervisor must have completed an FAA authorized aviation fuel training course on fire safety. The individual must be trained prior to initial performance of duties or enrolled in an authorized aviation fuel training course that will be completed within ninety (90) calendar days of initiating duties and receive recurrent instruction at least every twenty-four (24) consecutive calendar months.
- c. All employees who fuel Aircraft, accept fuel shipments, or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor.
- d. Line service fuel safety training may be provided by a supervisor who has completed an FAA-authorized supervisory fuel safety training course or an authorized fuel safety training program. Training may also be completed through the use of an approved line service fuel safety course.

- e. Fuelers must maintain a copy of the certificate of completion for any supervisors or employees completing the required fuel safety training for twelve (12) consecutive calendar months. Certificates shall comply with the requirements of FAA Advisory Circular 150/5230-4 at Chapter 4, Section 3.
- f. Fuelers must provide the City a written confirmation once every twelve (12) consecutive calendar months that the training required by 14 C.F.R. § 139.321(e) has been completed.

## **XXI. Fuel Storage**

- a. No fuel storage or dispensing equipment shall be installed or used at the Airport without the prior written approval of the Airport Director. Only those Tenants or Permittees having fuel storage rights specified in their Lease or Permit shall be considered eligible for fuel storage.
- b. All fuel storage or dispensing equipment shall be in compliance with FAA and NFPA requirements, shall be maintained in a safe and non-leaking condition, and shall be installed and maintained at the sole expense of the Fueler.
- c. Unless otherwise approved by the City, all storage tanks shall be located above ground (i.e., less than 10% of the total volume of the storage and delivery system to be underground) and made to comply with current requirements, and adapted to meet future requirements, of federal, state, and local laws and regulations relating to fuel storage, and shall be operated in accordance with the current FAA Advisory Circular 150/5230-4, NFPA 407, and the National Air Transportation Association's Refueling and Quality Control Procedures for Airport Service and Support Operations, as each may be amended or superseded.
- d. Existing private storage and distribution systems shall be permitted to remain until the Agreement with the City to operate such facilities expires or the owner removes or abandons the facility. The owner shall not expand the product capacity or number of storage tanks in existing facilities without prior written approval of the Airport Director. The City must approve the location, design, and construction of any new fuel storage or fuel dispensing facility and equipment. Establishment of any new fuel storage facilities at the Airport must be in accordance with current federal, state, and local environmental and safety regulations and policy. All fuel storage locations must include required containment capacity to meet all federal and state environmental requirements.
- e. All fuel shall be stored in and dispensed from facilities located in areas designated by the Airport Director. Proposals for additional or new fuel storage or dispensing facility locations not shown on the FAA-approved Airport Layout Plan will not be approved until such time as a change can be submitted to and approved by the FAA. The cost of updating the Airport Layout Plan shall be borne by the Entity or Person desiring to construct a new fuel storage or dispensing facility.
- f. New fuel storage facilities shall comply with the requirements for secondary containment as prescribed in federal and North Dakota law.
- g. Fuel storage equipment shall be provided with automatic metering, recording, and ticket printing devices or an electronic conveyance system that maintains and produces legible accurate receipts of fuel dispensed from the facility and that are properly calibrated. Specifications for metering equipment shall be submitted to the Airport Director or designee for review and written approval. All approved systems will provide an accurate and reliable audit trail for administrative requirements, reporting, and leak detection purposes.
- h. Distribution of fuel into Aircraft shall be via mobile or stationary pumping equipment. Over the road tankers are prohibited on the AOA for the purpose of fueling Aircraft. Storage sites shall provide adequate access and circulation pavements to accommodate both the fuel delivery tanker and the Aircraft refueling vehicles. All pavements subject to heavy tanker delivery truck traffic and fuel spill potential must be appropriately designed and constructed by the Fueler.

- i. Security for each fuel storage facility shall be provided by a minimum of an eight-foot chain link fence around the perimeter and adequate lighting as prescribed in the Airport Security Program or required by the Airport Director.
- j. Fuel storage is not permitted in Aircraft storage or maintenance hangars.

## **XXII. Fuel Spills**

- a. Fuelers shall prepare, maintain, and implement an SPCC Plan, except to the extent the Fueler's fueling operations are covered by the Airport SPCC Plan.
- b. Cleanup methods shall be consistent with the applicable SPCC Plan and must be approved by the Airport Director or designee.
- c. Fuelers shall provide adequate procedures to prevent and limit fuel spills and shall develop fuel spill contingency plans including notification and clean-up procedures.
- d. Fuelers shall maintain an adequate supply of fuel absorbent materials readily available to respond in the event of a fuel spill. Fuelers shall have, at a minimum, enough fuel absorbent materials to respond to a fuel spill of up to ten (10) gallons.
- e. Each Fueler will be fully responsible for the direct and indirect costs of whatever cleanup and/or monitoring is required due to fuel spillage or leakage from their facilities and equipment.
- f. In the event of a fuel spill of five (5) gallons or more, the following safety procedures shall be followed:
  - 1) Fueler shall immediately notify the Airport Director and operations center.
  - 2) Fueler shall take immediate action to begin containment and clean-up operations, which shall include the prevention of fuel from entering any storm drain.
  - 3) Fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted at any such spillage site and shall remain until authorized to be relieved by the Airport Director or designee.
  - 4) All contaminated absorbent material shall be placed in DOT approved metal containers and disposed of by the Fueler in compliance with all applicable federal, state, and local laws.
  - 5) Where spills occur that are larger than Fueler can adequately handle, Fueler must obtain the clean-up services of an approved hazardous material contractor. The operations center will direct the recovery operations with the contractor and Fueler and the safe handling of residual fuel after recovery.
  - 6) Fueler shall be liable for all costs associated with the control, containment, clean-up, disposal, and any damages that result from the spill or clean-up operations. If Fueler fails to promptly undertake remediation activities in response to a spill or discharge, the City may, but is not obligated to, perform such remediation. Any costs incurred by the City associated with assessment and cleanup of the spill shall be invoiced to the Fueler in accordance with the Rates and Charges.
  - 7) Copies of all reports submitted to any federal, state, or local agency relating to such spill shall be provided to the Airport Director at the time submitted to such agency.

### **XXIII. Fuel Servicing Vehicles**

- a. Mobile fueling vehicles and their systems shall be maintained and operated in accordance with Environmental Protection Agency (EPA), federal, state, and local regulations, codes and ordinances covering fuel dispensing on airports; FAA Advisory Circular 150/5230-4; and NFPA 407.
- b. Each fueling vehicle shall be conspicuously marked, per NFPA 407, in letters of contrasting color, with the word "flammable" on both sides and rear of the cargo tank in letters of at least six (6) inches high, and with the wording "emergency shut off" and other appropriate operating instructions required at the emergency operating devices in letters at least two (2) inches high. Each fueling vehicle will also be conspicuously marked on both sides and rear with the type and grade of fuel it contains in appropriate color schemes.
- c. Fueling vehicles shall use only the entrance, exit, and route designated by the Airport Director or designee during the transportation and delivery of fuel to, from, and on the Airport.
- d. A fueling vehicle cargo tank shall be supported by and attached to, or be a part of, the vehicle upon which it is carried.
- e. Trained fueling personnel shall be of sufficient number to safely operate the fuel storage and dispensing systems and perform periodic checks and inspections essential to their proper functioning. All fueling facilities and fueling vehicles will be inspected on a quarterly basis by Airport staff or authorized personnel. Fuelers shall address any and all deficiencies reported in the quarterly inspection in a timely manner.

### **XXIV. Self-Fueling**

- a. No Person shall engage in self-fueling unless and until an executed self-fueling Permit authorizing such activity has been obtained from the City. The requirement to seek and obtain a self-fueling Permit shall not apply in the event that self-fueling operations are authorized and addressed fully in a Lease.
- b. To obtain a self-fueling Permit, an applicant must provide evidence of ownership or lease for every Aircraft for which self-fueling privileges are requested.
- c. Applicants for a self-fueling Permit shall pay the applicable rates, fees, and charges as may be required by the City.
- d. Permittees or Lessees engaged in self-fueling shall provide the Airport Director or designee with a current list, including tail numbers, of owned or leased Aircraft verifying sole ownership by the owner, or that the lessee is the sole lessee of said Aircraft.
- e. Permittees or Lessees may not sell or otherwise transfer fuel, oil, or other petroleum products to any other aeronautical user on the Airport.
- f. To obtain a self-fueling Permit, an applicant must provide evidence that it is a Tenant at the Airport pursuant to a Lease or Sub-lease and, in the event the applicant is a Sub-lessee, must further provide evidence that the Lessee expressly has authorized the applicant to Self Service fuel on the leasehold and meets all of the requirements of this Section.
- g. An Applicant shall procure and deliver to the Airport Director, with the application for a self-fueling Permit, a current, original Certificate of Insurance acceptable to the City showing insurance coverage for the duration of the permit for at least the amounts specified in Appendix B.
- h. The term of a self-fueling Permit shall be no longer than the term of Permittee's Lease or Sublease at the Airport.

- i. Permittee may only fuel Aircraft identified on the self-fueling Permit. No other Aircraft may be fueled by Permittee.
- j. Permittee shall ensure that only Persons employed by Permittee involved in self-fueling and all employees handling fuel are trained in accordance with this Subdivision II. Permittee or Lessee may be required to show proof that any Person fueling an Aircraft is an employee of Permittee or Lessee, such as by providing a copy of the employee's W-2 Statement. Permittee or Lessee shall submit to the Airport Director or designee written evidence of training in safety procedures received by each Person who will conduct aviation self-fueling operations and shall provide to the Airport Director or designee documentation verifying all required certifications and required recurrent training before the employee may participate in self-fueling activities.
- k. Permittee or Lessee shall dispense aviation fuel only on Permittee's or Lessee's leasehold.
- l. Permittee or Lessee shall not park fueling vehicles overnight at the Airport in areas other than the leasehold of Permittee or Lessee without prior written authorization by the Airport Director or designee.
- m. Permittee may terminate the self-fueling Permit upon written notice to the City as prescribed in the Permit.
- n. The City may revoke the self-fueling Permit or the ability to self-fuel contained in a Lease or Sublease upon ten (10) calendar days' written notice to the Permittee or Lessee, and the Airport Director may revoke the self-fueling Permit or the self-fueling rights contained in a Lease or Sublease immediately in the event of an emergency, for any of the following reasons:
  - 1) Non-compliance with these Rules and Standards.
  - 2) Failure to maintain the required insurance.
  - 3) Failure to pay any part of the fuel flowage fees due after such payments become due and payable to the City.
  - 4) Failure to repair any damage to the fuel storage facility within the time specified by the City.
  - 5) Fueling an Aircraft that is not listed on the self-fueling Permit.
  - 6) Aircraft fueling by individuals who are not employees of Permittee.
  - 7) Discontinuation of fueling operations by Permittee or Lessee for a period of one hundred eighty (180) calendar days.
  - 8) Failing to report a fuel spill as required and in the manner required.
  - 9) Any violation of North Dakota environmental law or regulation concerning fuel storage and dispensing.
  - 10) Failure to provide required training.
  - 11) Failure to comply with environmental requirements.
- o. Permittee or Lessee shall have the opportunity to appeal the revocation of a self-fueling Permit in accordance with Subdivision I, Section C(II) hereof. Upon revocation, Permittee or Lessee may not reapply for a self-fueling Permit or to have self-fueling rights restored under a Lease for a period of one year from the date of revocation.

- p. Permittee or Lessee shall agree to assume liability in connection with fuel storage, handling, and dispensing, and to indemnify, hold harmless and defend the City of Minot, on terms prescribed by the self-fueling Permit.
- q. A self-fueling Permit is not assignable or transferable. Permittee shall not enter into any Agreement to transfer any of Permittee's privileges under the self-fueling Permit whereby other Entities or Persons share in the privileges or services authorized by the self-fueling Permit. Any Sublease that intends to extend self-fueling privileges must be approved in writing by the City which approval is at the sole discretion of the City.

#### **XXV. Commercial Self-Service Fueling Facilities**

- a. A Fueler may be permitted to install and maintain a fuel storage and dispensing facility for Commercial Self-Service Fueling in accordance with these Rules ad Standards.
- b. All Commercial Self-Fueling improvements shall be constructed on concrete rigid pavement or flexible asphalt surface and include certified above ground double wall tank(s), fueling terminal, metering system, emergency shut-off, lighting and protective enclosures using reinforced pipe bollards or other suitable protection.
- c. The facility shall include a control device that prevents unauthorized fuel dispensing.
- d. The responsible Entity or Person shall provide ladders to service Aircraft, a properly serviced fire extinguisher meeting NFPA 407 standards; easily recognizable markings to indicate the type of fuel; and placard instructions on the use of the facility, emergency telephone numbers and emergency procedures.

#### **XXVI. Fuel Flowage Fee**

- a. A fuel flowage fee at the rates established and subject to change by the City shall be assessed on all fueling operations on the Airport. All Fuelers shall be required to pay the then-current fuel flowage fee, as established by the City, for each gallon of aviation fuel received, except if the amount of the fuel flowage fee shall be designated in a Lease.
- b. Each Fueler shall submit payment to the City for all fuel received. Each Fueler shall submit a statement signed by an officer or employee of the Fueler, which sets forth the total number of gallons of fuel received, by category, during the designated reporting period.
- c. The City shall have the right to adjust the fuel flowage fee rate from time to time. The City shall notify each Fueler in writing of the City's intent to increase the fuel flowage fee rate, indicating the new rate proposed and the date such rate is scheduled to go into effect, at least thirty (30) calendar days prior to the proposed effective date.
- d. The obligation to pay a fuel flowage fee may be in addition to any other rates, fees, and charges established by the City or any fuel tax imposed by an authorized taxing authority.

#### **XXVII. Flammable and Volatile Liquids**

- a. Persons who intend to use flammable or volatile liquids on the Airport and/or fuel Aircraft shall comply with the most current standards and requirements of the National Fire Protection Association (NFPA) 407 (Standard for Aircraft Fuel Servicing) and FAA Advisory Circular 150/5230-4 (Aircraft Fuel Storage, Handling, Training and Dispensing on Airports), as each may be amended or superseded.
- b. The procedures and precautions outlined in this subsection shall be adhered to in all cleaning, painting, and refurbishing operations using flammable and volatile fluids, including the storage of such fluids.

- c. Entities conducting Aircraft fuel system maintenance shall comply with the standards and requirements of NFPA 410 (Standard on Aircraft Maintenance), as the same may be amended or superseded.
- d. No Entity shall use flammable or volatile liquids having a flash point of less than 100 degrees Fahrenheit for any purpose other than fueling.

### **XXVIII. Toxic Substance Disposal**

- a. Fuels, oils, dopes, paints, solvents, acids, and other hazardous materials shall not be disposed of or dumped into drains, on the ramps, catch basins, ditches (on or adjacent to the Airport), or elsewhere on the Airport. Used engine oil shall be disposed of at EPA and State of North Dakota designated or approved off-Airport receivers or as approved by the Airport Director or designee.
- b. Floors, walkways, and paved surface areas in buildings shall be kept free of oil solvents or other fluids that may cause injury. The use of volatile, flammable solvents for cleaning floors is prohibited. Drip pans and other appropriate fluid catchment/holding devices or utensils shall be used when necessary.
- c. Cylinders or flasks of compressed flammable gases used for aeronautical purposes shall be stored external to occupied buildings and hangars in facilities approved in writing by the Airport Director or designee. Cylinders and flasks may be stored inside hangars or occupied buildings only if they are secured in a designated area approved in writing in advance by the Airport Director. Aircraft oxygen bottles and FAA approved Aircraft heaters are exempt.

### **XXIX. Sanitation and Hazardous Waste Management**

- a. No Entity or Person shall use, handle, treat, store, or transport hazardous materials on or at the Airport except as reasonably necessary in the ordinary course of the Entity's or Person's authorized activities on the Airport and only if such hazardous materials are properly labeled and contained, and notice of and a copy of the Material Safety Data Sheet is provided to the airport operations staff for each such hazardous material.
- b. No Entity or Person shall use, handle, treat, store, or transport hazardous materials at, in or on the Airport at such time or place or in such manner or condition as to create an unreasonable risk of harm to persons, property or the environment.
- c. All personnel whose duties and responsibilities involve the handling and storing of hazardous substances and materials must have received proper training, in accordance with Occupational Health and Safety Administration regulations.
- d. No Entity or Person shall discharge, dispose or release any hazardous materials, wastes or substances on the Airport or surrounding air, lands or waters. In the event of a release, the responsible party promptly shall notify the Airport Director and any federal or state agency, as applicable.
- e. All Persons shall comply fully with the Airport Storm Water Management Plan (SWMP) and any applicable National Pollutant Discharge Elimination System (NPDES) permit.
- f. The storage of waste materials and trash at the Airport is prohibited unless placed in receptacles provided for such purposes.
- g. All outdoor trash or garbage containers shall be covered. Such containers shall be located only in those areas approved for such use by the Airport.

- h. No Person may burn refuse at the Airport, except as may be authorized in writing by the Airport Director or designee.
- i. All operators using commercial trash receptacles shall be responsible for the cleanliness of the trash collection site.
- j. All vehicles used for hauling trash, dirt, or other refuse materials on the Airport shall be constructed so as to prevent their contents from dropping, shifting, leaking or escaping.
- k. No Entity shall dispose of any fill or building materials or any other discarded or waste materials on the Airport except as approved in writing by the Airport Director or designee.
- l. Lubricating oils and hazardous liquids shall be disposed of in compliance with the Airport SWMP, and federal, state, and local law.
- m. No fuels, oils, dopes, paints, solvents, acids, or any other hazardous liquids shall be disposed of or dumped in drains, on ramp areas, catch basins or ditches or elsewhere on the Airport.
- n. Responsible Entities shall be liable for the cost to remediate the release of any hazardous substances on the Airport. If the responsible Entity or Person fails to promptly undertake remediation activities in response to the release of any hazardous substance, the City may, but is not obligated to, perform such remediation. Any costs incurred by the City associated with assessment and cleanup shall be invoiced to the responsible Entity or Person in accordance with the Airport's Rates and Charges.
- o. The City shall have the right at any time to access any portion of the Airport for the purpose of conducting inspections, sampling and other testing to determine the nature and extent of contamination on or under the property.

## **SECTION D - GROUND VEHICLES, PEDESTRIANS, AND PARKING**

### **XXX. Pedestrian Access**

- a. No Person may travel on exterior areas of the Airport other than on roads, sidewalks or other marked rights-of-way provided for such purpose.
- b. No Person shall prevent or restrict any other Person's passage to, from, and within the Airport, except for authorized conduct of federal, state and Airport Police, TSA officers, and Airport employees.
- c. No Person shall interfere with safe operation of an Aircraft landing, taking off from, or operating on the Airport.
- d. No Person shall loiter on the Airport or in any building on the Airport for a period of time longer than reasonably necessary to transact such business as such Person may have on the Airport. Nothing herein will be deemed to prohibit any Person from remaining in the Terminal for a reasonable period when open or at the facility of a Commercial Aeronautical Operator when open in the event of a delayed departure or for the purpose of meeting arriving or departing passengers. Further, nothing herein will be deemed to prohibit a customer or student of a Commercial Aeronautical Operator from remaining on the Airport in a manner and for such duration as is reasonably connected with the product or service being received.
- e. Access to the SIDA must conform to the requirements of Section E (Security). Any person who, without authority, enters the SIDA shall, in addition to other penalties, be considered to be trespassing.
- f. Pedestrians are permitted in the Movement Area and Safety Areas only if necessary for Airport operations and only if authorized by Airport employees or escorted by an authorized Person.
- g. When the airport traffic control tower is in operation, pedestrians in the Movement Area and Safety Areas must:
  - 1) maintain two-way radio communications with the airport traffic control tower; or be accompanied by an Escort who has two-way radio communications with the airport traffic control tower; or
  - 2) comply with signs, signals, and other information provided by the City personnel to guide movement of pedestrians in the Movement Area and Safety Areas.
- h. When the airport traffic control tower is not in operation, pedestrians in the Movement Area or Safety Areas must maintain two-way radio communications with airport operations and comply with signs, signals, and other information provided by airport operations.
- i. Any Tenant or contractor who fails to comply with the foregoing provisions governing pedestrian access to the AOA shall, in addition to any other penalties and at the reasonable discretion of the Airport Director or designee be required to undergo safety training or be removed from the Airport.

### **XXXI. Ground Vehicle Operations Generally**

- a. Traffic laws of the State of North Dakota and the City of Minot shall apply to the streets, roads, and vehicular parking areas on the Airport. All traffic, informational, and warning signs shall be obeyed.

- b. The operation of any vehicle on the Airport shall be in accordance with the procedures and policies outlined in the Airport approved or administered drivers and security training programs.
- c. No Person shall operate any motor vehicle on the Airport in a manner that would endanger his or her person or property or the safety of another's person or property.
- d. No Person shall operate a motor vehicle on the Airport while under the influence of an intoxicant or illegal controlled substance.
- e. Abandoned Vehicles are prohibited on the Airport and may be removed at the request of the Airport Director or designee at the sole risk and expense of the vehicle owner.
- f. Airport administration may cause vehicles in violation of these Rules and Standards to be ticketed or towed. In addition, the Airport Director or designee may deny access to any ground vehicle if the owner or operator of the vehicle operates the vehicle in a reckless or negligent manner.

#### **XXXII. Ground Vehicle Parking**

- a. No Person shall park or leave standing any vehicle, whether occupied or not, on the Airport except within designated parking areas or loading/unloading areas. Vehicles that are not currently registered and licensed are prohibited from being parked at the Airport.
- b. The Airport shall cause signs to be placed and maintained that designate all general and reserved loading/unloading zones, reserved parking areas, public parking areas, and rental car parking areas to be used by Airline passengers, employees, off-airport shuttles, app-based ride share services, Airport Tenants, taxis, and visitors. No parking areas shall be designated in areas on and along drives and roadways or in such other areas on Airport property as deemed necessary by the Airport Director for the safe, efficient, and convenient operation of the Airport. All Airport Tenant employees must park in their assigned areas during work hours. Tenant employees shall not use employee lots for personal use when not on duty or traveling in the performance of their duties.
- c. The Airport Director or designee may remove or cause to be removed any vehicle that is illegally parked, disabled, or abandoned; that impedes Airport operations or the orderly flow of traffic; that does not display a current license; or that creates a potential security threat. Any vehicle parked in areas of the public parking lot assigned for exclusive use of car rental agencies or other reserves uses clearly indicated as such by signs may be removed or caused to be removed by order of the Airport Director or designee.
- d. The owner or operator of any such vehicle removed under this section shall be liable for payment of towing and storage and other applicable charges and any such vehicle shall be released to the owner or operator thereof only upon proper identification of the person making claim and payment of towing and storage and other applicable charges. Neither the City nor any of its agents shall be liable for damage to any vehicle resulting from the act of removal.

#### **XXXIII. Ground Vehicles in the AOA, Movement Area, and Safety Areas**

- a. Ground vehicles are permitted in the Movement Area and Safety Areas only if necessary, for Airport operations and only if authorized by the air traffic control tower and Airport operations.
- b. All individuals that need access to the movement areas and do not have approved authorization will be escorted by qualified persons that have completed the Airport's ground vehicle training program.

- c. Movement and safety area driver's training will follow the Airport's ACM. All persons must have approved access to the movement area and safety areas by the Airport Director and receive mandatory FAA approved training once every twelve (12) consecutive calendar months
- d. The Airport maintains a description and date of training completed by each individual having approved operating responsibilities in the movement or safety areas. Records are maintained for twenty-four (24) months after the termination of an individual's access to movement areas and safety areas.
- e. The Airport maintains records of accidents or incidents in the movement areas and safety areas, involving air carrier aircraft and/or ground vehicles. Records of each accident or incident are maintained for twelve (12) consecutive calendar months from the date of the accident or incident.
- f. Two-way radio communication with the airport traffic control tower is required of all authorized vehicles traversing or operating in the Movement Area or Safety Areas, unless the motor vehicle is being escorted by an authorized motor vehicle maintaining two-way radio communication with the tower.
- g. When the airport traffic control tower is not in operation, (after 10:00PM and before 7:00AM) operators of ground vehicles in the Movement Area and Safety Areas shall have in their possession a radio tuned to the Common Traffic Advisory Frequency (CTAF) 118.2 or Airport's Universal Communication (UNICOM) 122.95 and shall make announcements on the CTAF radio frequency before entering runways or taxiways.
- h. When the airport traffic control tower is not in operation, all ground vehicles operating in the Movement Area and Safety Areas shall turn on their rotating beacon after sunset and before sunrise For operations during daylight hours, a rotating beacon or an FAA compliant flag may be used.
- i. No vehicle shall operate in close proximity to an Aircraft so as to create a hazard or interfere with the safe operation of the Aircraft.
- j. Ground vehicles operating the AOA shall yield, in order, to Aircraft, emergency vehicles and equipment, snow removal vehicles and equipment, and pedestrians.
- k. Ground vehicles shall always yield the right-of-way to Aircraft.
- l. When approaching taxiing Aircraft, ground vehicles shall maintain a distance of at least one hundred (100) feet from the Aircraft and shall stay to the rear of the Aircraft.
- m. No Person may operate a vehicle while on the AOA without a valid driver's license and proper certification by the Airport.
- n. Except for authorized emergency vehicles, the maximum allowable speed on the AOA is fifteen (15) miles per hour.
- o. Ground vehicles traveling to or from Aircraft storage hangars shall minimize crossing of the AOA.
- p. Use of recreational vehicles of any type (including campers, recreational vehicles, trailers, bicycles, scooters, motorcycles, and ATVs) is prohibited in the AOA without prior written approval of the Airport Director.

#### **XXXIV. Ground Transportation Companies (ex. Taxis, Shuttles, TNCs, Off-Airport Rental Car Companies, etc.)**

- a. All vehicles for hire or rental that provide ground transportation to or from the Airport or use the Airport to access their customer base will be required to obtain a permit for operating at the Airport.

The permitting process will define the operational performance standards that all operators must adhere to. The City reserves the right to deny or revoke the permits for any operator that does not comply with the terms and conditions of the permit following written notice and a cure period.

- b. Ground transportation companies for hire and peer to peer companies must pay to the City a fee as established annually by the City.
- c. Off Airport rental car companies that do not have a Lease with the City will be required to obtain a Permit in order to access the Airport for the purpose of providing rental cars for Persons using the Airport and pay the fees as called for in the Permit.

## **SECTION E - SECURITY**

### **XXXV. General**

- a. All Persons on the Airport shall follow security-related federal laws and regulations; state laws and regulations; and local laws, regulations, or ordinances as may be applicable to their activities on, and use of, the Airport.
- b. All Persons on the Airport shall follow the direction of on-duty federal, state, and local law enforcement officers assigned to the Airport, and TSA officers.
- c. The Airport Director may issue directives and orders to implement the Airport Security Program. The Airport Security Program is considered sensitive security information in accordance with federal law and regulation, and no Person is entitled to demand or obtain a copy from the City. This record contains sensitive security information that is controlled under 49 CFR Parts 15 and 1520. No part of this record may be disclosed to persons without a "need-to-know", as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. Government Agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR Parts 15 and 1520.
- d. No Person shall enter a restricted area in violation of posted signs without the permission of the Airport Director or designee.

### **XXXVI. Passenger and Baggage Screening**

- a. No Person may enter a Sterile Area of the Airport without submitting to the screening of their person and property by the TSA. The foregoing prohibition shall not apply to authorized on-duty Airport personnel accessing the Sterile Area by a secured door constructed and maintained for that purpose.
- b. Any Person who enters the passenger screening area within the Terminal is subject to search by the TSA, regardless of whether the Person declares their intent to withdraw from the screening area.
- c. No Person may interfere with the screening of passengers and property by TSA officers.
- d. No passenger shall enter or remain in the Sterile Area having in their possession any item prohibited by the TSA or FAA.

### **XXXVII. Security Identification Display Area (SIDA)**

- a. All Persons who are authorized to access the SIDA must obtain a SIDA badge from the Airport prior to gaining access to the SIDA.
- b. Applicants for a new SIDA badge or the reissuance of a SIDA badge shall pay the applicable badging fee, reissuance fee, or lost badge fee as may be required by the Airport.
- c. Any Person authorized to access the SIDA must prominently display their SIDA badge at all times while on the SIDA on the outermost garment above the waist and on the front half of the body.
- d. It shall be unlawful and grounds for immediate confiscation, suspension, and possible permanent revocation of a SIDA badge for any Person to:
  - 1) Be on the premises of the SIDA without a SIDA badge or Escort.
  - 2) Permit any other person to use their badge.

- 3) Wear or use another Person's SIDA badge to gain access to or while on the SIDA.
- 4) Alter the SIDA badge.

- e. If a SIDA badge is lost or misplaced, the badge holder must notify Airport administration immediately and follow all administrative procedures for reissuance of the badge, including a reissuance fee or lost badge fee which shall be established by the Airport.
- f. Persons who have gained authorized access to the SIDA shall visibly ensure that the SIDA access door or gate has completely secured or locked behind them before leaving the immediate vicinity of the door or gate, to ensure that no Person gains unauthorized access through such door or gate.

**XXXVIII. Tampering**

- a. No Person shall willfully tamper, alter, move or otherwise affect any security device, sign, closed-circuit camera, personal identification pad, electromagnetic locking device or other such implement, or perimeter fence gate or gate tracking device.
- b. No Person may place any object within 10 feet of the Airport perimeter fence or at any location that would aid in climbing a perimeter fence or obscuring visibility of the fence line.
- c. No Person shall willfully activate any security device or security alarm, when no threat to security or emergency condition exists.
- d. No Person shall block or damage doors, gates or card readers or leave doors or gates open that could permit access to a restricted area by unauthorized persons.

## **SUBDIVISION III - MINIMUM STANDARDS**

### **SECTION A - GENERAL REQUIREMENTS**

#### **I. Introduction to Minimum Standards**

- a. These Minimum Standards set forth the conditions that must be satisfied in exchange for the privilege of conducting Commercial Aeronautical Activities at the Airport.
- b. No Entity shall be permitted to engage in Commercial Aeronautical Activities at the Airport without (i) an Agreement with the Authority setting forth the terms by which the Entity will conduct the Commercial Aeronautical Activity, and (ii) demonstration of ability and intention to satisfy these Minimum Standards throughout the term of the Agreement.
- c. Except as prescribed herein or pursuant to an Agreement, the standards and requirements of these Minimum Standards are minimums and may be exceeded.

#### **II. Entities Subject to the Minimum Standards**

- a. These Minimum Standards shall apply to any Entity proposing to conduct a Commercial Aeronautical Activity for which these Minimum Standards are prescribed herein. Commercial Aeronautical Operators subject to these Minimum Standards include Fixed Base Operators (FBOs) and Specialized Aviation Service Operators (SASOs).
- b. These Minimum Standards shall not apply to: (i) an air charter or air taxi operator accessing the Airport for the limited purpose of picking up or dropping off passengers in an Aircraft that is not based at the Airport, (ii) a flight instructor accessing the Airport for the limited purpose of picking up or dropping off a student pilot or conducting flight training in an Aircraft that is not based at the Airport, (iii) an Aircraft manufacturer providing parts and services at the specific request of an Aircraft owner or operator pursuant to a "rapid response" or similar program, and (iv) a Flying Club as defined in this Subdivision. An Entity performing one of the foregoing activities is not considered a Commercial Aeronautical Operator for purposes of these Minimum Standards.
- c. These Minimum Standards shall not apply to an air carrier with respect to the conduct of scheduled passenger operations at the Airport; provided that these Minimum Standards shall apply to each Airline Ground Handler.
- d. These Minimum Standards shall not apply to Self-Servicing and self-fueling by a Tenant or Permittee, provided that the Aircraft being Self-Serviced or self-fueled is owned by the Tenant or Permittee or under the Tenant's or Permittee's exclusive care, custody, and operational control. Self-Servicing and self-fueling are subject to Subdivision II (Rules and Regulations) hereof and the terms of a Lease or other Agreement.
- e. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Airport that is not expressly addressed in these Minimum Standards without the Airport Director's prior written approval. In reviewing a request, the Airport Director will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, the potential demand for the activity, and the compatibility of the Aeronautical Activity with then-existing Airport operations and activities. The Airport Director may request review by the FAA to consider, for example, and without limitation, whether the Aeronautical Activity may be conducted safely at the Airport. The Airport Director may decide, at his/her sole discretion, to amend these Minimum Standards prior to executing an Agreement authorizing the new Commercial Aeronautical Activity to, for example and without limitation, create a new category of Commercial Aeronautical Operator with attendant requirements and standards.

f. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Airport in support of an Aeronautical Activity that is prohibited by the FAA, the State of North Dakota, or the City.

### **III. Waivers and Variances**

- a. The Airport Director may waive all or any portion of these Minimum Standards for the benefit of any government or government agency performing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention, and firefighting.
- b. The Airport Director may approve a temporary waiver of these Minimum Standards for a limited time period at the sole discretion of the Airport Director upon finding that any of the following conditions is satisfied: (i) the Commercial Aeronautical Operator seeking the waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the Agreement; (ii) the operator has agreed to come into full compliance with these Minimum Standards within a prescribed schedule; (iii) the schedule is enforceable by the City; (iv) the temporary waiver is needed to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and (v) the Airport Director finds that the temporary waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.
- c. The Airport Director may approve a temporary variance of these Minimum Standards for a defined period of time as determined at the sole discretion of the Airport Director upon finding that any of the following conditions is satisfied: (i) a special condition or unique circumstance exists that makes the application of these Minimum Standards unduly burdensome; (ii) the temporary variance is narrowly tailored to address the special condition or unique circumstance; (iii) the operator has agreed to come into full compliance with these Minimum Standards within a prescribed schedule; (iv) the schedule is enforceable by the City; (v) the temporary variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport, and (vi) the Airport Director finds that the temporary variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.
- d. Any temporary waiver or temporary variance approved by the Airport Director hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and shall not serve to amend, modify, or alter these Minimum Standards.

### **IV. Additive Standards and Conflicts**

- a. These Minimum Standards are intended to be additive, except where otherwise provided herein, such as, for example, and without limitation, optional services by FBOs. A SASO may be required to satisfy multiple requirements hereunder to perform multiple Commercial Aeronautical Activities.
- b. In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard.
- c. The Airport Director may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Airport Director, at his/her sole discretion, finds that each of the following conditions is satisfied: (i) the off-set will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users in keeping with the policies hereof; and (ii) the off-set will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport. An offset granted pursuant to this provision shall not constitute a temporary waiver or temporary variance as provided in Section B(III).

## **V. Non-Tenant Operators**

- a. The City intends for all Commercial Aeronautical Operators to lease space at the Airport in the minimum area prescribed to safely conduct operations under these Minimum Standards. The purpose of this policy is to ensure that Commercial Aeronautical Operators do not attempt to gain an unfair competitive advantage by operating without the same level of financial investment in the Airport and in their business operation as their competitors. Nevertheless, the City recognizes that there may be limited instances in which a Commercial Aeronautical Activity may be performed by an Entity that does not lease space at the Airport. Specifically, an Entity may be permitted to provide products and services at the Airport upon demonstrating, to the satisfaction of the Airport Director, that no Commercial Aeronautical Operator leasing space at the Airport has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform the service. The Airport Director may approve a request from an Entity meeting these conditions provided that (i) the Entity enters into a Permit with the City identifying the Commercial Aeronautical Activity that may be performed and agrees to pay the applicable rates, fees, and charges assessed for the privilege of conducting the Commercial Aeronautical Activity, and (ii) the Entity satisfies all other applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity.

## **SECTION B - APPLICATION**

### **VI. Application**

- a. An Entity or Person seeking to conduct a Commercial Aeronautical Activity at the Airport must submit a written application to the Airport Director in the form prescribed by the Airport Director, or, in the absence of a form, providing the following information and any such additional information as may be requested by the Airport Director:
  - 1) **Operations Plan.** A written proposal detailing the nature of the proposed Commercial Aeronautical Activity to be conducted, space and facility requirements, hours and days of operation, the proposed location on the Airport, sample pricing, a pro forma showing the expected volume of activity and sales, a staffing plan and organizational chart, equipment to be provided (if applicable), and the use of any subcontractors or sublessees (if applicable).
  - 2) **Financial Resources.** Evidence of the applicant's access to financial resources, in such form as determined reasonably necessary by the Airport Director, including for example and without limitation a letter from a recognized financial institution, copies of audited financial statements, a current credit report, SEC Form 10-K's, and/or annual reports for the previous three years.
  - 3) **Personnel.** A listing, with resumes, of the principals and key personnel to be assigned to the Airport, along with a description of their duties and responsibilities.
  - 4) **Certifications.** Copies of all licenses, certifications, and permits possessed by the applicant and key personnel that are necessary or required to perform the proposed Commercial Aeronautical Activity. This may include evidence of training.
  - 5) **Insurance.** Evidence of insurance, or the specific intent to obtain insurance, consistent with the insurance requirements of these Minimum Standards.
  - 6) **Petitions in Bankruptcy.** Identify any and all bankruptcies relating to the applicant and the applicant's principals that have been filed for similar or related ventures.
  - 7) **Violations of FAA Regulations.** Disclose any and all documented violations by the applicant and/or the applicant's principals of FAA regulations.
- b. Requirements to provide documentary evidence of financial resources, petitions in bankruptcy, and information on violations of FAA regulations include the requirement to provide such materials and information pertaining to the Entity or Person, its principals, and any other Entity or Person of whom the principals of the Entity or Person are or were principals or managers.
- c. If a limited liability Entity or Person is formed for the sole purpose of conducting a Commercial Aeronautical Activity at the Airport, the Airport Director may request financial information or guarantees of the principals of the Entity or Person.

### **VII. Action on Application**

- a. Upon receipt of an application, or a statement of interest, or on its own initiative, the Airport Director may issue a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation. The submission of an application does not guarantee that the applicant will be the only provider of the proposed Commercial Aeronautical Activity if the City, at its sole discretion, believes that the proposed activity would be of interest to competing providers.

b. The Airport Director may deny an application upon finding any of the following:

- 1) The Commercial Aeronautical Activity proposed by the applicant would not meet these Minimum Standards prescribed herein.
- 2) The Airport Director has determined, upon examination of the applicant's business plan, pro forma, financial plan, and information submitted to establish financial responsibility, that the applicant is unlikely to be able to continue to meet these Minimum Standards prescribed herein throughout the term of an Agreement, including the payment of rates, fees, and charges.
- 3) The applicant does not provide a personal guarantee as required by the City.
- 4) The applicant has supplied the City, or any other Person, with false or misleading information or has failed to make full disclosure in their application or supporting documents.
- 5) There is no suitable space on the Airport to accommodate the proposed Commercial Aeronautical Activity without requiring the reduction in space leased to another Entity or Person.
- 6) The proposed Commercial Aeronautical Activity is inconsistent with the Airport Layout Plan.
- 7) The proposed Commercial Aeronautical Activity could cause a potential for safety or security concern.
- 8) The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation.
- 9) The proposed Commercial Aeronautical Activity would require the City to spend funds or to supply resources that the City, at its sole discretion, is unwilling or unable to spend or supply.
- 10) The applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity of which a principal of the applicant was a principal, was party to an Agreement with the City that was terminated for cause and/or the applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity of which a principal of the applicant was a principal, previously was evicted from the Airport.
- 11) The applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity, of which a principal of the applicant was previously a principal has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City concerning Commercial Aeronautical Activities at the Airport.
- 12) The applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity of which a principal of the applicant was a principal, has been debarred or evicted from another public-use airport at which the applicant conducted a Commercial Aeronautical Activity; provided, however, that the Airport Director nevertheless may approve the application upon examination of the facts and circumstances surrounding the debarment or eviction.
- 13) The Airport Director's denial of an application hereunder may be appealed as provided in Subsection I, Section C(II) (Administrative Appeal).

## **VIII. Notification of Changes**

- a. Commercial Aeronautical Operators must provide the City with any information reflecting a material change in the information submitted in an application. This information includes, for example, and without limitation:(i) a change in ownership of the Entity, (ii) the filing of a petition in bankruptcy, (iii) addition or subtraction of principals, (iv) any felony or misdemeanor convictions that would result in loss of airport identification media, and (v) any federal fines imposed on the operator.
- b. Commercial Aeronautical Operators must submit to the Airport Director new, updated, or amended FAA certificates and ratings applicable to the operator, its employees, or contractors, and any revocation of any certificate or ratings, or any other penalties by FAA against the certificate holder, promptly upon the operator's receipt of same.

## **SECTION C - PERFORMANCE STANDARDS**

### **IX. Performance Standards**

- a. Commercial Aeronautical Operators are to provide high quality customer service by meeting or exceeding Airport customer needs through consistent, responsive, competitively priced, and professional service.
- b. Commercial Aeronautical Operators are to employ or contract with the necessary number of trained staff, on-duty management and supervisors to provide for the efficient, safe and orderly operations of its business.
- c. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger any Airport customers, Tenants, visitors, or other operators.
- d. All personnel employed by or under contract to a Commercial Aeronautical Operator to perform duties on the Airport are required to be appropriately dressed and identifiable while on duty and to wear an Airport-issued airport security badge, as may be required by regulation or directive of TSA. The business name shall be included in the means of identification on each person whose job responsibilities include regular interaction with Airport customers.

### **X. Compliance with Federal, State and Local Requirements**

- a. Commercial Aeronautical Operators are to comply with all federal, state and local requirements applicable to their operations.
- b. Commercial Aeronautical Operators are to conduct all activities so as to allow the City to remain in compliance with all federal and state statutes, regulations, orders, policies, and grant assurances applicable to the City in the operation, maintenance, and development of the Airport.
- c. Commercial Aeronautical Operators are to comply with the rules imposed by the City of Minot applicable to conduct on the Airport, including without limitation Subdivision I and Subdivision II of the Rules and Standards.
- d. Without limitation of the foregoing, Commercial Aeronautical Operators are to comply with the following requirements:
  - 1) **Security.** Commercial Aeronautical Operators are to comply with the laws, regulations, orders and directives of TSA, as each may be amended from time to time; instructions of Airport Police; and the policies, orders, and directives of the Airport in furtherance of the Airport Security Program.
  - 2) **Safety.** Commercial Aeronautical Operators are to comply with federal, state, and local law applicable to workplace and aviation safety; and the orders and directives of the Airport Director in furtherance of a Safety Management System or similar or related program at the Airport designed and intended to enhance safety.
  - 3) **Environmental.** Commercial Aeronautical Operators are to comply with all applicable federal, state, and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport; Airport and City environmental policies and procedures, including, for example, and without limitation, SPCC Plan, SWMP and spill response plan; and generally accepted industry environmental policies and standards.

## XI. Signage

- a. Each building, vehicle, and piece of mobile or vehicular equipment used on the Airport in conjunction with the Commercial Aeronautical Activity, shall bear the Commercial Aeronautical Operator's identification in the form of a company logo, sign, emblem, or other means to designate to whom the building, vehicle, or equipment belongs or is assigned.
- b. Identification shall be legible on a contrasting background and shall be visibly displayed.
- c. All Commercial Aeronautical Operator identification shall be professionally designed.

## XII. Vehicles and Equipment

- a. The specific equipment requirements contained in these Minimum Standards shall be deemed satisfied if the Commercial Aeronautical Operator owns, leases, or otherwise has sufficient access to the equipment to provide the applicable aeronautical services promptly on demand without causing any delays or other operational impacts on Aircraft at the Airport.
- b. Equipment must be maintained in safe operating condition and good appearance.
- c. Equipment must include identifying information, prominently displayed, for the Commercial Aeronautical Operator.
- d. All vehicles operating at the Airport shall comply with applicable rules and regulations governing vehicles and traffic and have required authorization, including authorization to operate in the Movement Area and Safety Areas.

## XIII. Subcontracting, Subleasing, and Assignment

- a. An Agreement may permit a Commercial Aeronautical Operator to sublease or subcontract to another Entity to conduct a Commercial Aeronautical Activity except for fueling which must be provided by employees. In such event, the sublessee or subcontractor shall be responsible for complying with the applicable Minimum Standards; provided, however, that the Commercial Aeronautical Operator shall remain liable to the City for compliance with these Minimum Standards and the terms of an Agreement. The Entity's Lease with the City must be an exhibit to any Sublease and the Sublease must include provisions that it will comply with all terms and conditions of the Lease.
- b. Each Agreement shall require the Airport Director's consent and City Council approval to any sublease or assignment. Prior to granting consent, the Airport Director may require the prospective assignee to complete an application or submit the information prescribed in Section B(I) hereof. The Airport Director may reject the request to assign the Agreement based on the factors enumerated in Section B(II) hereof.
- c. No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use.

## **SECTION D - FIXED BASE OPERATORS**

### **XIV. General Requirements**

- a. A Fixed Base Operator must provide certain aeronautical products, services, and facilities to the public. An FBO shall have in effect an Agreement with the City at all times during which FBO services are conducted on the Airport, which Agreement shall provide for the lease of space in accordance with these Minimum Standards, prescribe the specific required Commercial Aeronautical Activities that will be provided by the FBO, any additional services the FBO provides, and contain other such terms as may be included in the City's Agreement.
- b. Only Fuelers shall engage in Commercial Fueling.
- c. FBOs may subcontract, sublease, or use third-party contractors approved by the Airport Director to provide any of the required FBO services, or optional services, with the exception of Aircraft fueling and Aircraft line services, which services must be provided directly by the FBO utilizing its employees. It shall be the sole responsibility of the FBO to ensure that all subcontractors, sublessees, and third-party operators meet the Minimum Standards applicable to such services. All subcontractors, sublessees, and third-party operators must be approved by the Airport Director in writing prior to the FBO entering into any binding contracts with such subcontractors, sublessees, or third-party operators.

### **XV. Minimum Standards**

- a. **Aircraft Design Group Serviceability.** Each FBO shall provide or have under an approved contract the personnel, equipment, and facilities required to service all types of Aircraft normally operating at the Airport.
- b. **Minimum Leased Space.** Unless otherwise provided by the Airport Director, all operations of the FBO shall be conducted on one area of sufficient size to accommodate all services for which it is licensed, allowing for future growth and additional services as contemplated by the City or the applicant at the time of application. The FBO shall provide a minimum of (i) thirty thousand (30,000) gross square feet of hangar storage/maintenance space, (ii) tie down space for at least ten (10) Aircraft, (iii) hard surface ramp space of a size adequate to park and fuel several corporate Aircraft simultaneously and accessible by taxiway, and (iv) heated and air-conditioned lounge or waiting rooms of at least three thousand (3,000) square feet.
- c. **Hours of Operation.** Aircraft parking, tie-down services, fuel sales, and customer services shall be provided during those hours necessary to adequately meet public demand for such services. This service shall be provided a minimum of sixteen (16) hours per day, seven (7) days per week including holidays with a thirty (30) minute response call out service outside normal business hours. Other services, both required and optional, shall be available, at a minimum, to the public between the hours of 8:00 a.m. and 5:00 p.m. local time daily, five (5) days per week, excluding holidays. FBO shall provide the Airport Director with written notice of the FBO's hours of operation and any changes in hours of operation may be granted at the sole discretion of the Airport Director and upon written approval of the Airport Director.

#### **d. Staffing and Personnel Qualifications.**

- 1) **Staffing.** During the required hours of operation, each FBO shall employ and/or have under contract (excluding fueling) and available, sufficient staff to meet the Minimum Standards as in this section for each Commercial Aeronautical Activity provided. A staffing plan shall be submitted to the Airport Director for reference. Each FBO shall have at least two (2) personnel, trained and certified as required below, on site at all times during required hours of operation. Additional personnel must be available within

thirty (30) minutes on call outside normal hours of operation. A manager/supervisor must be on site or on call within thirty (30) minutes during all required hours of operation. An after hours contact phone number must be posted and included on the website.

- 2) **Supervision.** The general manager or operations management position at an FBO overseeing the day-to-day activity must have work experience in the general aviation industry, with experience specific to FBO or FBO operations management. FBO shall provide the Airport Director with a point-of-contact including phone numbers for personnel empowered to make decisions during emergency situations.
- 3) **Personnel Qualifications.** All FBO Aircraft fuel handling personnel shall be fully trained in the safe and proper handling dispensing, and storage of Aircraft fuel. Acceptable training shall be NATA Safety 1st or an equivalent training program. The Airport shall conduct spill training in accordance with the applicable SPCC Plan. Records identifying completed training programs shall be kept on file and submitted to the Airport Director upon demand.

e. **Insurance Requirements.** Each FBO shall maintain the types and amounts of insurance required by the City. These requirements are listed in Appendix B and may be revised by the City at its sole discretion from time to time. In the event the City revises the insurance requirements, an amended Appendix B will be substituted for the then current Appendix B without the need to update the entire Rules and Standards as adopted. Upon any revision of such requirements by the City, the FBO shall procure any insurance coverage necessary to meet the revised standards within ten (10) business days following written notice and shall provide evidence of such insurance coverage to the Airport Director or designee within that timeframe.

f. **Required FBO Services.** Each FBO shall be required to provide, at a minimum, the following services at the Airport:

- 1) **Fuel sales, storage, dispensing, and line services.**
  - (i) Properly trained line personnel on duty at least sixteen (16) hours of every calendar day, seven (7) days a week and “on-call” by readily accessible telephone at other hours during the day or night with a thirty (30) minute response time.
  - (ii) Sale of aviation fuels at a minimum to include Jet A and 100LL, oils and lubricants customarily sold to all classes of aviation including into-plane fuel service for commercial size Aircraft, by uniformed employees of the FBO whose duties will not prevent them from providing such sales and services on an immediate basis.
  - (iii) Marshalling Aircraft on ground to and from Aircraft parking on FBO’s leased premises and assisting passengers and crews with baggage and cargo handling.
  - (iv) A sufficient number of fuel service vehicles for 100LL and Jet Fuel with adequate bonding apparatus on the trucks to eliminate the hazards of static electricity and approved types of fire extinguishers or other equipment commensurate with the hazard involved in the refueling and servicing of Aircraft, including spill kits.
  - (v) Adequate towing equipment, parking, and tie-down areas to safely and efficiently move Aircraft and store them in all reasonably expected weather conditions.
  - (vi) Adequate inventory of generally accepted grades of aviation engine oil and lubricants.
  - (vii) Proper equipment for repairing and inflating Aircraft tires, servicing oleo struts,

changing engine oil, oxygen and nitrogen service, ground power (GPU), washing Aircraft and Aircraft windows and windshields, and for recharging or energizing discharged Aircraft batteries and starters.

(viii) Fuel farms shall provide a minimum storage capacity of ten thousand (10,000) gallons of 100LL, and one hundred thousand (100,000) gallons of Jet Fuel.

(ix) Minimum storage capacity of one thousand (1,000) gallons of type 1 Aircraft deicing fluid.

(x) FBOs shall pay such rates, fees, and charges and taxes as may be imposed by the City and/or an authorized taxing authority on the gallons of all fuels delivered. Fuel delivery records shall be available for review by the Airport or its authorized agent.

(xi) FBO shall be responsible for snow removal in all areas of the FBO's leased premises used in connection with Aircraft fueling. The Airport Director or designee may, in the exercise of his/her sole discretion, direct Airport personnel to provide assistance when requested during unusually heavy snowfall to ensure fuel is available. This obligation shall not apply to snow removal in areas immediately adjacent to the Terminal used in connection with Aircraft fueling for commercial service airlines.

2) Customer services, aviation charts, pilot supplies, etc. Customer services shall include catering arrangements, hotel reservations, arranging for ground transportation, and reasonable courtesy ground transportation.

3) Pilot Information. Access to Flight Service Station telephone and computerized weather service are required.

4) Crew lounge, passenger lounge, and concession area. Lounge or waiting rooms shall be heated and air conditioned with appropriate furnishings for passengers and airplane crews of itinerant Aircraft, sanitary restrooms for men and women, public telephone facilities, and sufficient paved and striped parking for employees and customers.

5) Aircraft deicing and anti-icing service. FBOs shall conform to the minimum standards prescribed in Subsection III, Section E(XII) for Airline Ground Handlers in the performance of Aircraft deicing and anti-icing service.

6) Sanitary systems service. Service shall include Aircraft lavatory and potable water.

7) Hangar Storage/Maintenance Space. FBOs shall satisfy the minimum leased space requirements prescribed herein and shall maintain sufficient space to accommodate reasonable demand for overnight and short-term Aircraft storage.

8) A&P Mechanic Services. FBOs shall employ or have under a subcontract or sublease certified A&P mechanics available within thirty (30) minutes of request in a sufficient number to support anticipated demand during posted hours of operation of the FBO and after hours.

g. **Optional FBO Services.**

1) Each FBO may provide Commercial Aeronautical Activities at the Airport in addition to the required FBO services, with the prior written consent of the Airport Director.

2) Optional FBO services may include Commercial Self-Service Fueling and any of the

Commercial Aeronautical Activities that may be conducted by Specialized Aeronautical Service Operators in Section E hereof.

- 3) An FBO providing optional FBO services through a sublessee or subcontractor shall submit to the Airport Director a copy of the executed sublease or subcontract, which must be approved in writing by the City and must comply with the standards set forth in this section, in addition to all other applicable Minimum Standards.
- 4) FBOs must satisfy the Minimum Standards for each Commercial Aeronautical Activity, as provided in Section E hereof, and specifically must demonstrate to the Airport Director's satisfaction that sufficient space is available within the FBO's leased premises to provide high quality products and services to the FBO's customers.

5) Commercial Self-Service Fueling.

- (i) Fuelers may provide Commercial Self-Service Fueling equipment in addition to the required Aircraft fuel equipment, with the prior written consent of the Airport Director. Commercial Self-Service Fueling equipment will be located at the Airport's designated self-fuel apron and must comply with all applicable federal, state, local laws, rules and regulations. Fuelers may provide retail Commercial Self-service Fueling at the Airport only if the Fuelers also provide attended fueling at the Airport.
- (ii) Fuelers shall provide a 100LL tank with a five hundred (500) gallon minimum capacity and associated pumps, metering equipment, credit card acceptance device and, other equipment as may be necessary for this level of service. The tank shall be an aboveground, fire rated, heavy duty industrial strength, and concrete coated tank with pumping equipment which shall meet all local fire codes and the requirements and/or regulations of the State of North Dakota, the Environmental Protection Agency, OSHA, NFPA and any other local, state, or federal governmental agencies having jurisdiction.
- (iii) The Commercial Self-Service Fueling facility shall be available for use twenty-four (24) hours a day, seven (7) days a week.
- (iv) Fuelers shall inspect the facility daily and have trained personnel during normal hours of operation available to answer questions, provide other assistance, and respond to fuel spills at the facility.

## **SECTION E - MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASO)**

### **XVI. General Requirements**

- a. **Compliance.** SASOs shall be required to comply with the performance standards set forth in Section C and the applicable Minimum Standards as set forth in this section.
- b. **Retail Fuel Sales Prohibited.** SASOs shall not be permitted to engage in Commercial Fueling.
- c. **Leased Space Requirements.** SASOs, except SASOs engaged in Airline Ground Handling, shall lease or sublease adequate space for buildings and support facilities for all services provided; paved ground vehicle parking; paved Aircraft apron; paved pedestrian walkways; and all storage facilities. The facilities shall be sufficient to meet reasonably anticipated demand for products, services and facilities associated with authorized Commercial Aeronautical Activities. The location, size, and configuration of space to conduct Commercial Aeronautical Activities shall be established in a Lease or Permit and shall take into consideration the operations plan and other application information submitted in accordance with Section B(I) of this Subdivision III and the facilities lease or subleased to similarly-situated Commercial Aeronautical Operators at the Airport, if any. SASOs engaged in Airline Ground Handling shall secure access to the facilities identified in subsection XI of this Section E.
- d. **Responsible Personnel.** Each SASO shall provide the Airport Director with a point-of-contact including phone numbers for personnel empowered to make decisions for emergency situations.
- e. **Insurance Requirements.** Each SASO shall maintain the types and amounts of insurance required by the City. These requirements are listed in Appendix B and may be revised by the City from time to time. Upon any change of such requirements by the City, the SASO shall procure any insurance coverage necessary to meet the revised standards within ten (10) calendar days and shall provide evidence of such insurance coverage to the Airport Director or designee within that timeframe.

### **XVII. Flight Training**

SASOs engaging in Flight Training shall:

- a. Maintain such certifications as may be required by the FAA and/or the State of North Dakota, including without limitation certification as may be required under 14 C.F.R. Part 141.
- b. Provide ground-based instruction on the Airport. Sufficient space must be provided on the Airport for classroom training.
- c. Not operate from a T-hangar or tie-down.
- d. Employ or subcontract with and have on duty one individual that is an FAA-certified flight instructor.
- e. Own, subcontract, or lease one or more dual-equipped, single-engine airworthy Aircraft. At least one (1) Aircraft must be fixed wing.
- f. Include adequate mock-ups, pictures, digital media, DVDs, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the training offered.

- g. Have services available five (5) days a week, Monday through Friday, a minimum of eight (8) hours a day. Hours of operation shall reflect student needs and Aircraft availability. Premises may be closed during flight training if insufficient personnel are available during that time.
- h. Not be a Flying Club. Flying Clubs shall not be authorized to conduct flight training as a Commercial Aeronautical Activity. A SASO authorized to conduct flight training may train a member of a Flying Club for compensation.
- i. Satisfy all safety and security requirements imposed on flight schools by the FAA and/or TSA, including, and without limitation, the TSA Alien Flight Student Program or successor program developed in accordance with 49 U.S.C. Section 44939.

### **XVIII. Airframe and Power Plant Maintenance**

SASO's engaging in Aircraft Airframe and Power Plant Maintenance shall:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within thirty (30) minutes of being called, a minimum of one (1) personnel. The personnel on-duty must be FAA-certified technicians who possess airframe, power plant, or Aircraft inspector rating as required in 14 C.F.R. Part 65, or the maintenance facility must be certified under 14 C.F.R. Part 145.
- b. Keep premises open and services available a minimum of eight (8) hours per day. Hours of operation must be between 6:00 a.m. and 5:00 p.m. local time, five days per week. A technician shall be available on-call twenty-four (24) hours, seven (7) days each week for emergency purposes only with a response time of thirty (30) minutes. If more than one maintenance facility is located on the Airport, the on-call responsibility may be rotated on a mutually agreeable schedule; a written on-call program is not effective until it has been approved in writing by the Airport Director.
- c. Provide equipment, supplies and parts required for routine Aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine Aircraft maintenance functions.

### **XX. Air Charter, Air Taxi or Aircraft Management Operations**

SASO's engaging in Air Charter, Air Taxi, or Aircraft Management operations shall:

- a. If flight crew services are provided, employ or subcontract with and have on duty at least one (1) person who holds a current FAA commercial pilot certificates and current Class I or II medical certificate. In addition, all flight personnel shall be properly rated for the Aircraft operated. If flight dispatch services are provided, the SASO shall have dispatch capability within four (4) hours of a customer request and shall employ or subcontract with at least one (1) individual with experience and ability to provide charter quotes, schedule and dispatch support and customer service. SASO may be required, in a Lease or other Agreement, to provide additional personnel as necessary to meet reasonably anticipated customer demand.
- b. Own, subcontract, lease, or manage at least one certified and continuously airworthy instrument qualified Aircraft.
- c. If air charter and/or air taxi services are provided, have and display in public view, a current 14 C.F.R. Part 135 certificate or provisional 14 C.F.R. Part 135 certificate and the Aircraft identification page from the operating specifications manual of each Aircraft listed on the certificate.
- d. If rotorcraft operations are conducted, have and display in public view, if applicable, a current copy of 14 C.F.R. Part 133 for rotorcraft operations detailing the external-loading requirements.

- e. If Aircraft management services are provided, conduct Aircraft management activities in accordance with 14 C.F.R. Part 91.
- f. If air charter and/or air taxi services are provided, provide qualified operating crew and a satisfactory number of personnel for checking in passengers, handling luggage, ticketing, and obtaining ground transportation.

#### **XXI. Aircraft Rental**

SASO's engaging in Aircraft Rental shall:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least two (2) personnel having a current commercial pilot certificate with appropriate ratings, including instructor rating, for the Aircraft utilized.
- b. Keep premises open and services available a minimum of eight (8) hours per day. Hours of operation shall be between 6:00 a.m. and 5:00 p.m. local time, five days a week.
- c. Have available for rental, a minimum of two (2) certified and airworthy Aircraft that are owned, subcontracted, or leased and under preferential control of the SASO.

#### **XXIII. Avionics Sales and Maintenance**

SASO's providing Avionics Sales and Maintenance shall:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least one (1) trained and FAA certified airframe technician and one administrative or customer service personnel.
- b. Keep premises open and services available eight (8) hours per day, hours of operation shall be between 6:00 a.m. and 5:00 p.m. local time, five (5) days a week.
- c. Hold the appropriate FAA repair station certificates for the types of equipment the SASO plans to service or install.

#### **XXIV. Aircraft Storage Hangars**

SASO's engaging in the business of renting and leasing hangar storage space to Aircraft owners or operators solely for Aircraft storage purposes shall:

- a. Require all tenants who lease space to have an executed agreement with the SASO prior to occupancy, the form of which provides adequate insurance and indemnification protection for the City. A copy of the standard sublease form must be approved by the Airport Director in writing prior to commencement of leasing activities. SASO must make available for review all executed leases or subleases of all Aircraft stored within the SASO or sub lessee's hangar facilities to the Airport Director upon request.
- b. Keep premises open and services available a minimum of eight (8) hours per day. Hours of operation shall be between 6:00 a.m. and 5:00 p.m. local time, seven (7) days per week.
- c. Ensure that hangar tenants perform no maintenance within the hangar other than preventive maintenance on their own Aircraft or Aircraft under their care, custody, and control, utilizing their own employees, to the extent permitted in 14 C.F.R. Part 43.
- d. Refrain from and require all tenants who lease space to refrain from the piling and storage of crates, boxes, barrels, containers, refuse, and surplus property.

- e. Provide a waste oil receptacle within the immediate vicinity of the leased hangar(s). This receptacle shall be capable of holding a minimum of fifty gallons, have secondary containment protection, be emptied at regular intervals, and be in compliance with all regulatory requirements, as currently in effect or as they may hereafter be amended.
- f. Have sufficient trained personnel on duty at all times to meet customer needs.
- g. Hangar cooperatives shall not provide fuel services to the members of the cooperative or to the public.

#### **XXV. Aircraft Sales**

SASO's engaging in Aircraft Sales shall:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least one (1) qualified Aircraft salesperson and access to a demonstration pilot that has a current commercial pilot certificate with appropriate Aircraft type ratings.
- b. Keep premises open and services available a minimum of eight (8) hours per day, hours of operation shall be between 7:00 a.m. and 5:00 p.m. local time, seven (7) days per week.
- c. Maintain an adequate minimum stock of readily expendable spare parts or make adequate arrangements for securing spare parts required for the types and models of Aircraft sold.
- d. Maintain current specifications, price lists, parts catalogues and service manuals for the types and models of new Aircraft sold.

#### **XXVI. Aircraft Restoration and Refurbishing**

SASO's engaging in Aircraft Restoration and Refurbishing shall:

- a. Facilities shall comply with at all times appropriate federal, state, and local regulatory measures regarding hazardous material handling and storage.
- b. SASO will maintain all appropriate federal, state, and local operating permits, manuals, and plans required for work being performed.
- c. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least two (2) qualified personnel that have current required certificate, licenses, and ratings for the work being performed.
- d. Keep premises open and services available a minimum of eight (8) hours per day, hours of operation shall be between 7:00 a.m. and 5:00 p.m. local time, five (5) days per week.

#### **XXVII. Specialized Flying Services**

SASO's engaging in Specialized Flying Services shall:

- a. Employ or subcontract with and have on duty sufficient personnel who hold current FAA commercial pilot certificates and medical certificates with ratings appropriate for the SASO's Aircraft.
- b. Have services available within four (4) hours of request, and keep the premises open eight (8) hours per day, between the hours of 7:00 a.m. and 5:00 p.m. local time, five (5) days per week.
- c. Own, sublease, or lease at least one (1) airworthy Aircraft.

## **XXVIII. Airline Ground Handling**

SASOs engaged in Airline Ground Handling shall comply with all federal, state and local regulations regarding Airline Ground Handling, shall provide under a contract executed for the Airport the following permitted services, and shall comply with all remaining requirements of this subsection:

- 1) Ramp services, including Aircraft start-up, moving/towing Aircraft, ground power supply, deicing/anti-icing, cooling/heating with portable units, toilet servicing, potable water, demineralized water, routine maintenance, and cleaning of cockpit windows, wings, nacelles, cabin windows and Aircraft interiors.
- 2) Airline services, including catering, minor servicing of cabin fittings, alteration of seat configuration, external ramp equipment, passenger steps, catering loaders, baggage handlers, cargo loaders, mail and equipment loading.
- 3) In-terminal services, including ticketing, processing, loading and unloading of passengers, baggage, cargo, property, express packages and mail.
- 4) In no event shall Airline Ground Handlers be permitted to sell or dispense fuel at the Airport without also being recognized as and satisfying all requirements of an FBO.
- 5) Airline Ground Handlers shall be permitted to provide ground handling services only to Signatory and Non-Signatory Airlines and their affiliates.

d. Agreements

- 1) Ground handling services shall be provided in accordance with a written operating agreement with an air carrier, prepared in conformance with or containing equivalent terms as the Standard Ground Handling Agreement published by the International Air Transport Association.
- 2) Airline Ground Handlers shall have a written agreement with the Authority, which will include a terminal operating agreement for SASOs conducting in-terminal and ramp services in Airline leased spaces.
- 3) Airline Ground Handlers shall have written authorization to use adequate land to permit the parking of vehicles and associated ground equipment and the storage of materials used in providing ground handling services. Airline Ground Handlers providing deicing and anti-icing services shall secure access to sufficient quantities of water to allow deicing fluid and water to be added to deicing equipment. All de-icing fluid must be stored in an area approved by the Airport Director and all applicable rates fees, and charges shall be assessed for such space.
- 4) Airline Ground Handlers shall maintain an office at the Airport suitably located and adequate to conduct its business.

e. Minimum Standards Applicable to Air Ground Handlers

- 1) Airline Ground Handlers shall provide ground handling services in accordance with FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*, as the same may be amended or superseded.
- 2) Deicing/anti-icing services shall be provided only in designated areas, using only FAA-approved fluids, and in accordance with each air carrier's FAA-approved, ground deicing/anti-icing program, prepared in accordance with Advisory Circular 120-60B, *Ground Deicing and Anti-Icing Program*, as the same may be amended or superseded.

- 3) Airline Ground Handlers shall provide sufficient numbers of staff who are qualified and fully trained to perform the respective functions, including a qualified and responsible management representative on site during operations and readily available during times when active flights are not taking place, responsible for the conduct of day-to-day operations and the handling of each flight.
- 4) Airline Ground Handlers shall have access to adequate equipment in good operating condition for providing contracted for services.

f. Standard Operating Procedures (SOP): Airline Ground Handlers shall develop, maintain and conduct its operations in conformance with written Standard Operating Procedures which shall be submitted to and approved by the Airport Director prior to the Airline Ground Handler conducting any airline ground handling services at the Airport. The SOP shall address at least the following subjects: training, record keeping, ramp safety, emergency response procedures, and the proper application of deicing fluids, if applicable.

#### **XXIX. Ground Support Equipment Maintenance**

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, a minimum of one (1) personnel. The personnel on duty must be adequately trained and experienced to provide these services.
- b. Keep premises open and services available a minimum of eight (8) hours per day. Hours of operation must be between 8:30 a.m. and 5:00 p.m. local time, five (5) days per week. A technician shall be available on-call twenty-four (24) hours, seven (7) days each week for emergency purposes only. A written on-call program is not effective until it has been approved in writing by the Airport Director.
- c. Ground Support Equipment includes vehicles which may or may not be authorized to operate on public highways in accordance with Minnesota law. Vehicles and equipment without such authorization shall remain on Airport property or shall be lawfully transported on public highways.
- d. Provide equipment, supplies, and parts required for routine vehicle and equipment maintenance functions including adequate facilities and equipment to safely remove and replace all of the fuel and other hazardous substances from the largest capacity vehicle or piece of equipment being serviced.

## **SECTION F - FLYING CLUBS**

### **XXX. General**

- a. The requirements of this section shall be in addition to the requirements of North Dakota law.
- b. Each member of a Flying Club must be a bona fide owner of an equal share of the club's Aircraft or an equal stockholder in the Flying Club.
- c. A Flying Club may not derive greater revenues from the use of its Aircraft than the amount necessary for the actual operation, maintenance, and replacement of its Aircraft.
- d. Each Flying Club shall file and keep current with the Airport Director a copy of all information and documents related to the formation and operation of the Flying Club.
- e. Flying Club Aircraft shall not be operated by other than members and shall not be used by anyone for commercial operations, including flight instruction for compensation.
- f. A Flying Club operating at the Airport shall have the right to self-fuel Flying Club Aircraft in accordance with Subdivision II (Rules and Regulations).
- g. A Flying Club operating at the Airport shall have the right to Self-Service Flying Club Aircraft. Any qualified mechanic who is a registered member and part owner of the Aircraft owned and operated by a Flying Club may perform maintenance work on Aircraft owned by the club. The Flying Club may not become obligated to pay for such maintenance work except that such mechanics may be compensated by credit against payment of dues or flight time.
- h. A Flying Club operating at the Airport shall not be required to meet the requirements of Subdivision III (Minimum Standards) hereof, provided each of the following conditions is met:
  - 1) The Flying Club does not lease or sell any goods or services whatsoever to any Person or Entity other than a member of such club at the Airport, except that the Flying Club may sell or exchange its capital equipment.
  - 2) The Flying Club specifically does not offer or conduct retail fuel sales, charter, air taxi or Aircraft rental operations.
  - 3) The Flying Club does not permit its Aircraft to be used for flight instruction for any Person, including members of the club, if such Person pays or becomes obligated to pay for such instruction. Flight instructors who are also club members may not receive payment for instruction except that they may be compensated by credit against payment of dues or flight time.
- i. Insurance shall be provided and paid for by the Flying Club as provided in Appendix B.

### **XXXI. Violations**

- a. If a Flying Club is determined to be in violation of the Rules and Standards, the Airport Director will notify the club in writing of such violations. If the club fails to correct these violations within fifteen (15) calendar days, the Airport Director is authorized to penalize noncompliance in the following manner, depending on the nature and severity of the violation:
  - 1) Terminate a self-fueling Permit and prohibit self-servicing of Flying Club Aircraft.
  - 2) Require Flying Club or club members to apply for the right to conduct a Commercial Aeronautical Activity in accordance with Subdivision III (Minimum Standards) contained herein.

- 3) Require a Flying Club to cease all operations.
- 4) Impose such other penalties as are authorized in Section C hereof.

## APPENDIX A- COMMERCIAL AERONAUTICAL SERVICE PROVIDER LICENSE

Name of Licensee: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fees:

Based Operator: \$325.00/year

Transient Operator: \$1,000.00/year

License for Year: XXXX

Approved By: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

## **APPENDIX B- MINIMUM INSURANCE REQUIREMENTS**

### **1. General Requirements**

- a. All Entities conducting Aeronautical Activities at the Airport pursuant to a Lease, Permit or Agreement must maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport. Entities required to maintain insurance include, without limitation, Commercial Aeronautical Operators, including FBOs and SASOs; Flying Clubs; and Entities conducting self-fueling in accordance with a Permit or Agreement.
- b. Section II below prescribes the minimum insurance types and coverage limits for certain Entities conducting Aeronautical Activities at the Airport. The precise insurance types and limits required by the City will be prescribed in a Lease, Permit or other Agreement and may differ from or exceed the requirements of Section II below based upon the circumstances and the risks presented by the proposed Aeronautical Activity.
- c. In prescribing insurance coverage types and limits, the City is not representing or guaranteeing that the types and limits are adequate to protect the Entity's interests and liabilities. It is understood that the specified amounts of insurance stated herein or in a Lease or Permit shall in no way limit the liability of an Entity.
- d. The Authority reserves the right to review insurance requirements during the term of a Lease or Permit and to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the Airport Director based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Entity.
- e. Each Entity required to maintain insurance by operation of these Rules and Standards or an Agreement will provide a Certificate of Insurance listing the City as additional insureds. This obligation shall not apply to any workers' compensation policy.
- f. Each Entity shall maintain the required insurance throughout the term of a Lease or Permit.
- g. Each insurance policy, except workers' compensation, shall cover both bodily injury and property damage.
- h. Each policy shall be primary and non-contributory.
- i. Each policy, except a workers' compensation policy, shall insure the defense and indemnity obligations assumed by the Entity under a Lease or Permit.
- j. It shall be the Entity's responsibility to pay any retention or deductible for the coverages required herein and, in a Lease, or Permit.
- k. Insurance shall be secured by a company authorized to conduct business in the State of North Dakota.
- l. Insurance policies must include a requirement that a 30-day notice of cancellation, material change or non-renewal will be sent to the Airport Director.
- m. In requiring Entities to maintain insurance hereunder, the City will not in any way assume liability for injury and damage occurring on or in connection with the Airport,

and the City reserves the right to claim any defense or immunity available under law, including but not limited to the maximum monetary limits on liability established by the State of North Dakota.

## **2. Specific Requirements**

- a. The following is a list of the minimum insurance coverage types and limits that are required for Entities conducting Aeronautical Activities at the Airport. The precise coverage types and limits shall be prescribed in a Lease or Permit.
  - 1) Fixed Base Operators and Specialized Aviation Service Operators
    - (i) Commercial general liability - no less than \$1,500,000 per occurrence and \$2,000,000 aggregate
    - (ii) Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles)
    - (iii) Worker's compensation in accordance with the laws of the State of North Dakota
  - 2) Entities conducting fueling or deicing operations at the Airport shall maintain pollution liability coverage in an amount commensurate with the level of environmental risk presented by the operation and specified in a Lease or Permit.
  - 3) Entities providing commercial Aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of Aircraft to be stored and specified in a Lease or Permit.
  - 4) Entities operating Aircraft at the Airport, whether for commercial or non-commercial use, shall maintain Aircraft passenger liability insurance of no less than \$1,000,000 per occurrence and \$100,000 for each passenger seat.

## **APPENDIX C- ADVERTISING POLICY**

### **I. Purpose and Objectives**

The purpose of this policy is to provide guidelines for the sale of advertising space at the Minot International Airport (the "Airport") MOT's objectives in managing its advertising program are to optimize revenues to providing advertisers with aesthetically-pleasing advertising concepts and to provide users of the Airport with a safe, welcoming and comfortable environment. MOT considers the importance of advertising revenue as it is balanced against providing a safe, welcoming and comfortable environment for the traveling public and other users of the Airport.

MOT facilities constitute non-public forums that are subject to reasonable and viewpoint-neutral limitations and restrictions as set forth in this policy. The limitations set forth in subsection II(A) below restrict advertising to commercial advertising, governmental public service advertising, and advertising by community promotional organizations. The restrictions set forth in subsection 11(8) below control the content of the advertising. MOT has determined that such limitations and restrictions will assist MOT: (a) in maintaining a position of neutrality and avoid the appearance of favoritism on political, religious, social, economic and other controversial issues at the Airport; (b) in maximizing the income earned from selling advertising space because some commercial and other approved entities might be dissuaded from using the same forum commonly used by those wishing to communicate political, religious, social, economic, or other controversial messages; (c) in being as self-sustaining as possible, in accordance with FAA Grant Assurances; and (d) in maintaining a safe, welcoming and comfortable environment for the captive audience of passengers utilizing the Airport, including minors, and those working at the Airport.

### **I. Guidelines for Airport Advertising**

#### **A. Permitted Advertising Content:**

Except to the extent prohibited under subsection II(B) of these guidelines, the following classes of advertising are permitted at the Airport:

1. **Commercial Advertising.** Advertising promoting or soliciting the sale, rental, distribution, or availability of goods, services, food, entertainment, events, programs, transactions, products, or property (real or personal) for commercial purposes, advertising that markets a name, symbol or design that identifies and differentiates a product from other products for commercial purposes, or advertising that more generally promotes an entity that engages in such activities.
2. **Governmental Advertising.** Public service advertising sponsored by governmental entities (meaning public entities specifically created by government action) that advance specific government purposes, including but not limited to, advancing tourism in the City of Minot and/or utilizing the Airport.
3. **Community Promotion Organizations.** In the event MOT does not have an advertising agreement in place for the use of a desired advertising space, then The City of Minot may make the space available to community promotion organizations if the content otherwise meets the requirements of this policy. A community promotion organization means an organization which markets business or tourism in the Minot North Dakota Statistical Area and would benefit from the exposure provided on Airport premises, including, but not limited to, local chambers of commerce, economic development councils, convention and visitor organizations, local public museums, parks, science centers, and The City of Minot.

#### **B. Prohibited Advertising Content:**

The following categories of advertising are prohibited:

1. **Political.** Advertising promoting or opposing a political party or the election or opposition of any candidate or group of candidates for federal, state, judicial, or local government offices, and advertising that contains political messages, including advertising involving political or judicial figures.
2. **Religious.** Advertising that contains any direct or indirect reference to religion, or to the

existence, nonexistence, or other characteristics of any deity or deities. This prohibition covers the depiction of text, symbols, or images commonly associated with any religion or with any deity or deities.

3. Social. Advertising that depicts a group or groups within society about or between which controversy or disparity exists as a result of real or perceived current or historical societal conditions.
4. Economic. Advertising that addresses controversial issues relating to the financial status of businesses, individuals, groups, or organizations, including but not limited to, the issues of wages, taxes, trade, labor conditions, the financial system, entitlements, health insurance coverage, and subsidies.
5. Public Issues. Advertising that expresses or advocates an opinion, position or viewpoint on political, religious, social, historical or economic issues.
6. Libelous Speech and Copyright or Trademark Infringement. Advertising that is libelous or infringes on any copyright, trademark, or service mark.
7. Cigarettes, Tobacco or Electronic Cigarettes. Advertising that promotes, solicits, or markets the sale or use of cigarettes, tobacco, or electronic cigarettes, or depicts such products, goods or services.
8. Medical Marijuana, Hemp or cannabidiol (CBD). Advertising that promotes, solicits, or markets the growing, distribution, sale, or use of medical marijuana, hemp or cannabidiol (CBD), or depicts such products, goods or services.
9. Betting or Gambling. Only advertising for gambling establishments, betting services, lotteries or contests that are in compliance with applicable federal, state and local laws and regulations and this policy are acceptable. All other gambling establishments, betting services, lotteries, contests or gambling related advertisements, including but not limited to, gambling tutorial web sites, may not be accepted.
10. Weapons, Firearms, Ammunition or Fireworks. Advertising that promotes, solicits, or markets the sale, rental, distribution, or availability of weapons, firearms, ammunition, or fireworks, or depicts such products, goods or services.
11. 900 and 976 Phone Numbers. Advertising that promotes, solicits, or markets the use of 900, 976 and similar phone numbers.
12. Adult/Mature Rated Films, Television and Video Games. Advertising that promotes adult films rated "X" or "NC-17," television rated "MA," or video games rated "AO" or "M" or similar adult/mature audio or video content.
13. Obscenity, Pornography, Adult Entertainment or Services, or Adult Novelty Products. Advertising that is obscene within the meaning of North Dakota law, and advertising that promotes adult book stores, adult video stores, nude dance clubs, other adult entertainment establishments, adult telephone services, adult internet sites and escort services.
14. Profanity and/or Fighting Words. Advertising that contains or implies profanity or fighting words, the suggestion of profanity or fighting words, or words that are of such slight social value that any benefit that may be derived from the words is clearly outweighed by the social interest in order and morality.
15. Harmful to Children. Advertising that contains harmful matter to children within the meaning of North Dakota's law on obscenity and child pornography or a matter that could cause or contribute to child abuse within the meaning of North Dakota law.
16. Unlawful and/or Illegal Goods or Services. Advertising that promotes or encourages the sale,

use or possession of any activities, goods, or services that are illegal under federal, state or local law, or that are directed to incite or produce imminent lawless action.

17. Violence, Disparagement, Hatred, Bigotry or Intolerance. Advertising that depicts graphic violence or images of violence or gore (including body parts, dead, mutilated bodies, or fetuses of humans or animals), or that promotes hatred, bigotry, disparagement, intolerance, or violence towards individuals, groups, businesses, organizations or government entities, or which is offensive to the moral standards of the community or contrary to prevailing standards of adults in the Minot Statistical Area as to the suitability for display to a captive audience that includes minors.
18. Result in Harm, Disruption or Interference to Airport. Advertising that contains speech or images that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the Airport.
19. False, Fraudulent, Defamatory, Deceptive or Misleading. Advertising which is false, fraudulent, defamatory, deceptive, or misleading in any way within the meaning of North Dakota or federal law.
20. Illegal Advertising. Advertising which is illegal under North Dakota or federal law, or advertising that may conflict with any applicable federal, state, or local law, statute, or ordinance.
21. Competition. Advertising that promotes or encourages services in direct competition with MOT's business objectives or promotes or encourages services that detract from the mission of MOT to provide a safe, welcoming and comfortable environment for workers and passengers.
22. Endorsement. Advertising that implies or declares an endorsement by MOT or the City of Minot without prior written authorization.
23. Threatening Words. Advertising that contains threatening words when applying contemporary community standards which common sense dictates should not be displayed inside an airport facility (e.g., killer, bomb, terrorist, hijack, etc.), or advertising that conveys any threat to do any act within the meaning of North Dakota or federal law.
24. Consumption of Alcohol. Advertising that promotes consumption or purchase of alcoholic beverages, including but not limited to, beer, wine, liquor, and other alcoholic substances, that are in compliance with applicable federal, state and local laws and regulations and this policy are acceptable, but such advertisements may not depict the act of consuming alcohol.
25. Internet Addresses, Telephone Numbers or Media Sources. Advertising that directs viewers to internet addresses, telephone numbers or other media sources that contain materials that would violate these advertising guidelines if the materials, images or information were contained in advertising displayed at the Airport.
26. Likeness, Picture, Image or Name of Person. Advertising that employs or commercially exploits without adequate proof of express written authorization, the likeness, picture, image or name of any person.
27. Violation of MOT's Rules and Regulations. Advertising that suggests or otherwise tends to promote or encourages conduct on MOT facilities that would violate MOT's rules and regulations.
28. Not Conductive to a Safe, Welcoming and Comfortable Environment. Advertising that is aesthetically inappropriate, whether by reason of inappropriate graphic, design, color, size, or unprofessional looking presentation, and for that reason is not conductive to creating a safe, welcoming and comfortable environment at the Airport.

# City of Minot

**TO:** Mayor Tom Ross  
Members of the City Council

**FROM:** Jason Sorenson, Utilities Director

**DATE:** January 2, 2024

**SUBJECT: WARD COUNTY MULTI HAZARD MITIGATION PLAN – RESOLUTION**

## I. RECOMMENDED ACTION

- A. Recommend council authorize the mayor to sign the resolution to adopt the Ward County Multi Hazard Mitigation Plan upon final approval by the City of Minot and Ward County.

## II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 701-857-4140

## III. DESCRIPTION

### A. Background

Ward County Emergency Management (WCEM) updates and adopts a Multi Hazard Mitigation Plan every five years. WCEM is currently working on getting a new plan submitted to NDDES and FEMA for approval. The City of Minot adopts the plan upon its completion and approval.

### B. Proposed Project

The City of Minot has submitted a grant application to NDDES for the addition of three new emergency warning systems for Minot. A condition of the grant funding is adoption of a Multi Hazard Mitigation Plan. Since the grant application is due in mid-January and the mitigation plan is complete but not formally adopted, WCEM has asked the City of Minot to sign a resolution that the city will adopt the Multi Hazard Mitigation Plan pending its final approval. The resolution will satisfy the condition of the grant application.

### C. Consultant Selection

N/A

## IV. IMPACT:

### A. Strategic Impact:

N/A

### B. Service/Delivery Impact:

### C. Fiscal Impact:

#### Project Costs

There is no fiscal impact of signing the Multi Hazard Mitigation Plan. If additional projects arise from the mitigation plan, those will be budgeted for and approved separately by council.

Project Funding

N/A

**V. CITY COUNCIL ASPIRATIONS**

Adopting the Ward County Multi Hazard Mitigation Plan will achieve the council's aspiration of Resilient and Prepared.

**VI. ALTERNATIVES**

Council could elect to not authorize signing the resolution. In this case, the City of Minot would not qualify to apply for grant funding for the emergency warning systems. An alternate funding source would need to be identified or the warning system wouldn't get built.

**VII. TIME CONSTRAINTS**

Time is of the essence since the resolution is required for a grant application to NDDES

**VIII. LIST OF ATTACHMENTS**

A. *City of Minot Multi Hazard Mitigation Plan Resolution*



**Resolution No. 3833**

**Ward County Multi-Hazard Mitigation Plan**

**Whereas**, City of Minot recognizes the threat that natural, man-made or technological hazards pose to people and property within our community; and

**Whereas**, undertaking hazard mitigation actions will reduce and/or eliminate the potential for harm to people and property from future hazard occurrences; and

**Whereas**, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

**Whereas**, City of Minot participated in the preparation of this plan in accordance with the Disaster Mitigation Act of 2000; and

**Whereas**, adoption of the Ward County Multi-Hazard Mitigation Plan demonstrates the commitment to hazard mitigation; and

**Now, therefore, be it resolved**, that the City of Minot adopts the Ward County Multi-Hazard Mitigation Plan pending final approval by the North Dakota Department of Emergency Services and the Federal Emergency Management Agency.

Signed this 2<sup>nd</sup> day of January, 2024.

ATTEST:

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Mikayla McWilliams, City Clerk

APPROVED:

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Thomas Ross, Mayor

# City of Minot

**TO:** Mayor Thomas Ross  
Members of the City Council

**FROM:** Jason Sorenson, Utilities Director

**DATE:** January 2, 2024

**SUBJECT: ADA PARATRANSIT SERVICES AGREEMENT WITH SOURIS BASIN TRANSIT**

## I. RECOMMENDED ACTION

1. Recommend Council ratify the agreement with Souris Basin Transit for Paratransit ADA services for 2024.
2. Recommend authorizing the mayor to sign the agreement with Souris Basin Transit.

## II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Director of Public Works	857-4140
Brian Horinka, Transit Supt.	857-4140

## III. DESCRIPTION

### A. Background

The City has had ongoing yearly agreements with Souris Basin Transit to supplement the ADA services provided in conjunction with our transit system. Our contracts have been in place with them on a yearly basis since 2008. Funding for the cost of Souris Basin Transit providing the service is included in our budget for transit each year which in turn is approved by the Council.

### B. Proposed Project

The City agrees to provide SBT with three (3) ADA accessible vans for the ADA services. The City shall be responsible for insuring the vans, maintenance, fuel and all expenses. SBT shall be responsible for providing labor and drivers.

In exchange for the ADA services provided, the City provides a payment to SBT in the amount of \$33,000.00 per year. This amount may only be adjusted by consent of the City Council and the SBT Board of Directors. Changes in funding request must be completed by June 1st, the year prior to the requested funding change so that it may be approved and incorporated into the City of Minot budget. Funding for 2024 was approved in the preparation of the 2024 budget in fiscal year 2023. This amount shall be full payment for the ADA services provided under this Agreement.

### C. Consultant Selection

N/A

## IV. IMPACT:

A. Strategic Impact:

This provides enhanced ADA to resident's service outside of the transit systems normal operating hours

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

\$33,000 per year.

**V. CITY COUNCIL ASPIRATIONS**

This project will be able to meet all of the council's aspirations.

**VI. ALTERNATIVES**

N/A

**VII. TIME CONSTRAINTS**

N/A

**VIII. LIST OF ATTACHMENTS**

A. 2024 Souris Basin Tran



# City of Minot



## ADA Transit Agreement

The City of Minot (City) is entering into an agreement with Souris Basin Transportation Board, a non-profit corporation, (SBT) to provide ADA paratransit service in conjunction with and as an extension of the Minot City Transit system.

1. This Agreement shall be in effect for a term of twelve (12) months commencing on January 1, 2024 and expiring on December 31, 2024, at which time the Agreement may be renewed upon agreement of both parties. City shall have the right to terminate this Agreement in the event the City Council of the City of Minot determines at any time that it is no longer in the best interests of the City.
2. SBT shall provide ADA paratransit service (ADA services) during the same days and hours of operation as the Minot City Transit System. Minot City Transit System currently operates Monday through Friday from 7:00 am until 7:00 pm. In addition, SBT provides extended hour ADA services for evening and weekend travel. SBT shall be responsible for the dispatch and handling of all calls for the ADA services.
3. In exchange for the ADA services provided, the City shall provide a payment to SBT in the amount of \$33,000.00 per year. This amount may only be adjusted by consent of the City Council and the SBT Board of Directors. Changes in funding request must be completed by June 1<sup>st</sup>, the year prior to the requested funding change so that it may be approved and incorporated into the City of Minot budget. This amount shall be full payment for the ADA services provided under this Agreement.
4. The City agrees to provide SBT with three (3) ADA accessible vans for the ADA services. The City shall be responsible for the costs of insurance, maintenance, and fuel for the ADA accessible vans. SBT shall be responsible for hiring and compensating all drivers and other employees required for the ADA services. SBT shall ensure its ADA services' drivers meet and maintain the minimum qualifications required for City employees who operate City Transit Department vehicles.
5. The City shall continue its efforts to procure funds by Federal grants or otherwise for the future replacement of ADA vans provided to SBT under this Agreement.
6. SBT is an independent entity under this Agreement and SBT employees are not considered City employees for any purpose under the terms of this Agreement.
7. No part of this Agreement shall be construed to grant to SBT any authority to contract for, on behalf of, or incur obligations on behalf of the City.
8. SBT agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. SBT's failure to comply with this section may be deemed a material breach by SBT entitling the City to immediately terminate this Agreement for cause.

9. SBT agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any and all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing ADA services pursuant to this Agreement. SBT also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against SBT in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
10. SBT understands that, City must disclose to the public upon request any records it receives from SBT. SBT further understand that any records obtained or generated by SBT under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. SBT agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
11. SBT agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event SBT's records are audited by a third party, SBT shall provide the City with the results of the audit within 30 days of receipt.
12. Any written notice or other correspondence to be provided by or between the Parties shall be hand delivered or mailed by registered or certified mail to the following addresses:

City:	City of Minot (Attn: Public Works Director) P.O. Box 5006 515 2 <sup>nd</sup> Ave SW Minot, ND 58702
SBT:	Souris Basin Transportation (Attn: Transit Director) 805 31 <sup>st</sup> St SE Minot, ND 58702
13. The Parties agree this Agreement shall be binding upon and inure to the benefit of their successors and assigns. Any waiver by either Party of a default under this Agreement shall be construed to be a waiver of any subsequent default, and no waiver shall be valid unless reduced to writing and signed by the Parties.
14. If any term or provision of this Agreement or application hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. This Agreement contains the entire agreement between the Parties, and no oral statements or representations not contained in this Agreement shall have any force or effect on the same. This Agreement shall not be modified except in writing executed and agreed to by both Parties.

16. This Agreement may be executed in counterparts and shall be governed by the provisions hereof and by the laws of the State of North Dakota, and any legal action to interpret the same shall be filed in a District Court located in Ward County, North Dakota.

This agreement entered into between the City of Minot and Souris Basin Transportation this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Darrell Francis  
Souris Basin Transportation Board

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Date

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Thomas Ross, Mayor  
City of Minot

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Date



**TO:** Mayor Tom Ross  
Members of the City Council

**FROM:** Jason Sorenson, Utilities Director

**DATE:** January 1, 2023

**SUBJECT: WELL F DRILLING AND DEVELOPMENT – FINAL PAYMENT (4681)**

**I. RECOMMENDED ACTION**

- A. Recommend council approve the final payment to LTP Enterprises, Inc. in the amount of \$29,913.10.

**II. DEPARTMENT CONTACT PERSONS**

Jason Sorenson, Utilities Director                    701-857-4140

**III. DESCRIPTION**

A. Background

A new well was constructed to increase raw water capacity to help ensure water is available during the hot summer months when demand is high. The new well will also help supply the NAWS distribution system that is currently supplied by the City of Minot on an interim basis until water from Lake Sakakawea is available.

B. Proposed Project

LTP Enterprises, Inc. drilled test wells to locate an area where 1500-2000 gpm of flow could be achieved. They then drilled and installed the new well and developed it. LTP has now completed all remaining items in the contract and final payment is warranted.

C. Consultant Selection

Houston Engineering was previously selected as part of an RFQ to provide engineering services for water related projects.

**IV. IMPACT:**

A. Strategic Impact:

The addition of a new well provides some needed redundancy to the well water supply and will be a great benefit during hot summer months when demand is high.

B. Service/Delivery Impact:

Water rationing and outages are never popular. Redundancy in raw water supply will help ensure water is available and residents can use water without interruption.

C. Fiscal Impact:

Project Costs

Total Engineering	\$219,240.00
Well Drilling and Development	\$349,916.00
Net Change	(\$50,785.00)

Project Funding

NAWS funding was allocated to this project in the amount of 65% of the total costs. The remaining 35% will be funded using NAWS sales tax dollars.

**V. CITY COUNCIL ASPIRATIONS**

Resilient and Prepared

**VI. ALTERNATIVES**

N/A

**VII. TIME CONSTRAINTS**

N/A

**VIII. LIST OF ATTACHMENTS**

A. Final Pay Request



**TO:** Mayor Tom Ross  
Members of the City Council

**FROM:** Jason Sorenson, Utilities Director

**DATE:** January 2, 2024

**SUBJECT: UNIVERSITY AVENUE WATERMAIN IMPROVEMENTS AND WESTFIELD WATERMAIN IMPROVEMENTS – ACCEPTANCE OF STATE WATER COMMISSION GRANT (4816 & 4817)**

## I. RECOMMENDED ACTION

1. Approve to accept the funding awarded by the State Water Commission (SWC) for the University Ave. Watermain Improvements project and the Westfield Watermain Improvements project, and
2. Authorize the Mayor to sign both grant agreements.

## II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 857-4768

### III. DESCRIPTION

## A. Background

Public Works has included in the 5-year CIP program a project to replace several blocks of aging CIP pipe along University Avenue and in the Westfield Addition neighborhood. These projects are two of many projects that will be programmed to replace more than 86 miles of old CIP pipe in the city. These areas have experienced not only discolored water, but numerous watermain breaks and lower than normal fire flows in the area. Public Works applied to the Department of Water Resources (formerly the State Water Commission) to obtain a 60% cost share for the design of this project. The DWR approved a 60% cost share for the estimated engineering cost for these projects at their December 8, 2023 meeting. When the projects have been designed, we will apply for the construction engineering and construction cost share from the DWR.

## B. Proposed Project

These areas have experienced not only discolored water, but numerous watermain breaks and lower than normal fire flows in the area. The watermain in these areas of Minot is primarily cast iron pipe. The proposed projects will replace approximately 8,000 LF of existing cast iron pipe with larger 8-inch PVC pipe thus reducing breaks, reducing water quality issues, and providing adequate fire flow protection.

### C. Consultant Selection

Houston Engineering was competitively selected for a master water services engineering agreement and approved by Council in September of 2022 to provide general water system design, modeling and construction services on water related projects in Minot.

**IV. IMPACT:**

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

Replacement projects such as this will reduce the number of watermain breaks, improve water quality and improve fire flows to areas they occur in.

C. Fiscal Impact:

Project Costs

University Ave. Design Engineering Estimate	\$180,800
Westfield Addition Design Engineering Estimate	<u>\$180,800</u>
	\$361,600

This would be funded 60% by the DWR (\$216,960) and 40% (\$144,640) by a Drinking Water State Revolving Fund loan.

Project Funding

Public Works applied for a 60% cost share grant through DWR and will use a Drinking Water State Revolving Fund (DWSRF) loan for the remaining amount.

**V. CITY COUNCIL ASPIRATIONS**

This item achieves the aspiration of Resilient and Prepared.

**VI. ALTERNATIVES**

N/A

**VII. TIME CONSTRAINTS**

These projects are currently being designed and will be constructed during the summer of 2024.

**VIII. LIST OF ATTACHMENTS**

- A. University Ave. Watermain Improvement Project SWC Grant Agreement
- B. Westfield Watermain Improvement Project SWC Grant Agreement

**Agreement for Cost-Share Reimbursement  
City of Minot  
Westfield Water Main Replacement**

**1. PARTIES.** This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Minot (Sponsor).

**2. COMMISSION'S RESPONSIBILITY AND INTENT.** Commission will provide Sponsor with cost-share, not to exceed \$108,480, as approved by Commission on December 8, 2023, to reimburse 60 percent of eligible costs incurred in Sponsor's Westfield Water Main Replacement (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

**3. SPONSOR'S RESPONSIBILITIES.** Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Provide written certification to Commission that Project does not duplicate the service area or affect another water service provider's users.
- g. Provide a water service agreement if Project is located within extraterritorial jurisdiction.
- h. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
- j. Provide assurance to Commission of sustainable operation, maintenance, and replacement plan of Project facilities.
- k. Provide a progress report to Commission at least every four years if the term of Project exceeds four years. If a progress report is not timely received, or if after a review of a progress report Commission determines Project has not made sufficient progress, Commission may terminate the agreement for Project funding.

- I. Notify Commission of litigation related to the Project. If a Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.
- m. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.

**4. PROJECT DESCRIPTION AND LOCATION.** The Project is cost-share for the Westfield Water Main Replacement project, located in Minot, North Dakota.

**5. ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

**6. PAYMENT.** Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include documents or record drawings features constructed.

**7. INDEMNIFICATION.** Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

**8. INSURANCE.** State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations,

- contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies must be in form and terms approved by State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
  - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
  - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
  - (3) Cross liability/severability of interest for all policies and endorsements;
  - (4) The legal defense provided to State under the policy and any

endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

**9. BREACH.** Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

**10. AGREEMENT BECOMES VOID.** This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

**11. TERMINATION.**

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:

(1) If Commission determines an emergency exists.

(2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.

(3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

(4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.

(5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

**12. APPLICABLE LAW AND VENUE.** This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

**13. SEVERABILITY.** If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, 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 the agreement did not contain that term.

**14. SPOILATION – PRESERVATION OF EVIDENCE.** Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

**15. NONDISCRIMINATION.** Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

**16. 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.

**NORTH DAKOTA STATE WATER  
COMMISSION**

By:



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ANDREA TRAVNICEK, Ph.D.  
Secretary

Date:

12/18/2023

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**CITY OF MINOT**

By:

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TOM ROSS  
Mayor

Date:

**Agreement for Cost-Share Reimbursement  
City of Minot  
University Avenue Water Main Replacement**

**1. PARTIES.** This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Minot (Sponsor).

**2. COMMISSION'S RESPONSIBILITY AND INTENT.** Commission will provide Sponsor with cost-share, not to exceed \$108,480, as approved by Commission on December 8, 2023, to reimburse 60 percent of eligible costs incurred in Sponsor's University Avenue Water Main Replacement (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

**3. SPONSOR'S RESPONSIBILITIES.** Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Provide written certification to Commission that Project does not duplicate the service area or affect another water service provider's users.
- g. Provide a water service agreement if Project is located within extraterritorial jurisdiction.
- h. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
- j. Provide assurance to Commission of sustainable operation, maintenance, and replacement plan of Project facilities.
- k. Provide a progress report to Commission at least every four years if the term of Project exceeds four years. If a progress report is not timely received, or if after a review of a progress report Commission determines Project has not made sufficient progress, Commission may terminate the agreement for Project funding.

- I. Notify Commission of litigation related to the Project. If a Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.
- m. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.

**4. PROJECT DESCRIPTION AND LOCATION.** The Project is cost-share for the University Avenue Water Main Replacement project, located in Minot, North Dakota.

**5. ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

**6. PAYMENT.** Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include documents or record drawings features constructed.

**7. INDEMNIFICATION.** Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

**8. INSURANCE.** State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations,

- contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies must be in form and terms approved by State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
  - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
  - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
  - (3) Cross liability/severability of interest for all policies and endorsements;
  - (4) The legal defense provided to State under the policy and any

endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

**9. BREACH.** Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

**10. AGREEMENT BECOMES VOID.** This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

**11. TERMINATION.**

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:

(1) If Commission determines an emergency exists.

(2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.

(3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

(4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.

(5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

**12. APPLICABLE LAW AND VENUE.** This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

**13. SEVERABILITY.** If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, 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 the agreement did not contain that term.

**14. SPOILATION – PRESERVATION OF EVIDENCE.** Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

**15. NONDISCRIMINATION.** Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

**16. 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.

**NORTH DAKOTA STATE WATER  
COMMISSION**

By:



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ANDREA TRAVNICEK, Ph.D.  
Secretary

Date:

12/18/2023

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**CITY OF MINOT**

By:

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TOM ROSS  
Mayor

Date:



**TO:** Mayor Tom Ross  
Members of the City Council

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

**DATE:** January 2, 2024

**SUBJECT: STATE PLANNING AND RESEARCH AGREEMENT WITH NDDOT FOR CDMPO STARTUP COSTS (4757)**

#### **I. RECOMMENDED ACTION**

1. Recommend council approve the agreement and authorize the mayor to sign.
2. Approve the attached budget amendment on 1<sup>st</sup> reading.

#### **II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	701-857-4100
Harold Stewart, City Manager	701-857-4750

#### **III. DESCRIPTION**

##### **A. Background**

The Central Dakota Metropolitan Planning Organization (CDMPO) was authorized by the Governor on November 9, 2023, making the MPO an official organization.

##### **B. Proposed Project**

CDMPO is still a few months away from being able to receive federal funds. CDMPO wants to be able to advertise for an executive director and obtain supplies and equipment necessary to support the MPO.

The NDDOT has made available federal funds from the State Planning and Research (SPR) account to support CDMPO's startup costs.

The contract is between the NDDOT and the City of Minot since Minot is Title VI compliant, has financial capacity to administer the grant funds, and can dedicate the local match of 20%.

##### **C. Consultant Selection**

N/A

#### **IV. IMPACT:**

##### **A. Strategic Impact:**

MPO status is a key economic goal as it places Minot in a higher status with commerce and industry. It also entitles our community to planning dollars to help offset the cost of planning the community.

##### **B. Service/Delivery Impact:**

N/A

**C. Fiscal Impact:**

The grant is an 80/20 federal/local grant with a federal contribution of \$92,742.40 and local contribution of \$23,185.60 for a total of \$115,928.

The City will need to allocate the full \$115,928 in funding. Once costs are incurred, reimbursement will be sought from NDDOT. The City will then invoice the other members of the MPO for their local share of the costs.

Funding for the start up costs will come from general fund reserves.

**V. CITY COUNCIL ASPIRATIONS**

Becoming an MPO will achieve all Council aspirations.

**VI. ALTERNATIVES**

Council could choose not approve the contract. CDMPO would then have to wait until federal planning funds are available to the MPO. This will delay the hiring of an executive director and procurement of startup equipment.

**VII. TIME CONSTRAINTS**

The agreement is needed to continue startup and implementation of the MPO. Prompt council action is requested.

**VIII. LIST OF ATTACHMENTS**

- A. State Planning and Research Agreement
- B. Budget Amendment

**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE  
ENGINEERING DEPARTMENT PASS-THROUGH REVENUES AND  
EXPENDITURES FOR THE NDDOT STATE PLANNING AND RESEARCH GRANT  
AWARD AND APPROVE THE TRANSFER OF GENERAL 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 engineering department pass-through revenues and expenditures for the NDDOT state planning and research grant award:

10000000-33100	2024380008	\$92,743
10038000-48200	2024380008	115,928

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

10038000-49101		\$23,185.60
10000000-39101	2024380008	(23,185.60)

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

PASSED FIRST READING:

PASSED SECOND READING:

**APPROVED:**

**ATTEST:**

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Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

**MEMO TO:** Chad Orn  
Deputy Director for Planning

**FROM:** Zacher, Wayne A.

**DATE:** 12/11/2023

**SUBJECT:** 38231448: SPR-P043(011) (PCN 24187) - Preliminary Work with Minot to get Central Dakota MPO Operational

The intent of this SPR project is to provide the City of Minot with assistance with upfront costs to get the Central Dakota MPO (CDMPO) operational. This work is intended to include advertisement of the CDMPO Executive Director job and will also assist in first few months of the Executive Director's salary and potential relocation to the Minot area.

If you have any questions, please contact me at (701)328-4828.

38/waz

DocuSign signature tree:  
Stacey Hanson,  
Paul Benning,  
Shannon Sauer;  
Lance Meyer (City of Minot) to assign signers;  
Lance Meyer;  
City Mayor or Commission President;  
Witness;  
Wayne Zacher;  
Clint Morgenstern;  
Chad Orn;  
Stacey Hanson

**North Dakota Department of Transportation  
STATE PLANNING & RESEARCH AGREEMENT**

**Federal Award Information – to be provided by NDDOT**

Assistance Listing No.: 20.205

Assistance Listing Title: Highway Planning & Construction,

Award Name: Federal-Aid Highway Program

Awarding Federal Agency: Federal Highway Administration (FHWA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Zacher, Wayne A.      Telephone: (701)328-4828

Subrecipient/LPA Name:

Subrecipient Unique Entity Identifier (UEI) No.:

Federal Award Identification No. (FAIN):

Federal Award Date:

Subaward Period of Performance Start & End Date:

Subaward Budget Period Start & End Date:

Amount of Federal Funds Obligated by this action: \$

Total Amount of Federal Funds Obligated to the subrecipient: \$

Total Federal Award: \$

Federal Award Project Description:

Research and Development Activities:

Indirect Cost Rate (ICAP):

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

**Entity: City of Minot**

**Description: SPR-P043(011) (PCN 24187) – MPO Administrative Start-up**

**Activities**

**Duration: December 2024**



This agreement is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Minot, hereinafter referred to as the Subrecipient, whose address is 10 3<sup>rd</sup> Ave SW, Minot, ND 58701.

WHEREAS, Federal Law 23 U.S.C., Section 134, requires that a continuing, comprehensive, and cooperative (3-C) transportation planning process be carried out between state and local governments in urbanized areas, and

WHEREAS, the Subrecipient will take the lead on administrative start-up activities for the newly designated Central Dakota Metropolitan Planning Organization, who is responsible, together with NDDOT, for carrying out the provisions of 23 U.S.C. 134, and

WHEREAS, NDDOT is the designated state agency for the administration of federal transportation planning and research funds, and

WHEREAS, NDDOT has provided State Planning and Research Subpart A (SPR) funds for the purpose of funding the Central Dakota Metropolitan Planning Organization start up, and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, NDDOT and the Subrecipient agree as follows:

1. **SCOPE OF WORK:** The Subrecipient shall perform, in a satisfactory and timely manner, those tasks and activities as outlined in the SPR Work Program approved by NDDOT and FHWA a copy of which is attached hereto and made a part hereof. The Subrecipient shall follow NDDOT policies and procedures, as outlined in the NDDOT Local Government Manual, in the completion of the work program and abide by all applicable federal regulations, including 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
2. **PERIOD OF PERFORMANCE:** The period of performance will be from December 1, 2023, to December 31, 2024.
3. **COMPENSATION:**
  - NDDOT shall reimburse the Subrecipient 80 percent of all eligible costs as presented in the budget section of the work program, up to a maximum of \$92,742.40. The Subrecipient shall provide the remaining 20 percent and all cost overruns from non-federal funds.
  - The Subrecipient will make all contract payments. No costs will be incurred by NDDOT for this project. NDDOT will reimburse the Subrecipient for the federal aid eligible amount. Payment will be made upon receipt of the Subrecipient's request for reimbursement.



- The Subrecipient shall provide monthly billing to NDDOT. To be eligible, costs must be limited to those costs that are allowed under federal regulations (2 CFR 200). Monthly billings will include the submittal of a report documenting the tasks completed in the billing period.
- All requests for reimbursement must be submitted to NDDOT within 90 days of the period of performance end date of this agreement. NDDOT may take actions as outlined in 2 CFR 200.339, such as withholding payments, pending correction of non-compliance with this agreement. All invoices are subject to audit, at NDDOT's discretion.
- Payments under this agreement will be made from federal funds obtained through the Infrastructure Investment and Jobs Act of 2021, Public Law 117-58, 23 U.S.C. 104. The Subrecipient is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Subrecipient's failure to comply with federal requirements. Reimbursement will be predicated on availability of federal funds. The Subrecipient further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this agreement, if not eligible for federal funds.
- All work provided by the Subrecipient under this agreement must be performed to NDDOT's satisfaction and in accordance with all applicable federal, state, and local laws and regulations. The Subrecipient will not receive payment for work found by NDDOT to be unsatisfactory or performed in violation of federal, state, or local law.

4. **INDIRECT COST RATE PROVISION:** Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the subrecipient.
- allow the de minimis 10% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

5. **COST PRINCIPLES:** The Subrecipient agrees to follow the cost principles and allowable cost guidelines in accordance with 2 CFR Part 200, Subpart E. The Subrecipient will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

6. **FEDERAL FUNDING:** This contract is subject to a financial assistance contract between the state of North Dakota, the Federal Highway Administration, and the USDOT. Federal funds may not be obligated prior to authorization by FHWA.



7. **TERMS EXTENDING BEYOND BIENNIUM:** Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for NDDOT. In the event of insufficient appropriations, NDDOT may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Subrecipient.
8. **RECORDS AND INSPECTION:** The Subrecipient shall maintain all accounting and project records NDDOT may require. NDDOT and the Federal Government shall at all times be permitted to inspect the work and have access to all books, records, correspondence, instructions, receipts, vouchers, and memorandum pertaining to the work hereunder and copies thereof shall be furnished when requested. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the closure of the consolidated planning grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied. The Subrecipient agrees to conduct records retention and access in accordance with 2 CFR Part 200.334-338, as applicable.
9. **SUBCONTRACTING:** The Subrecipient shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor. If a subcontract is made, the Subrecipient must follow procedures outlined in 2 CFR 200.331.
10. **SUBCONTRACT PROVISIONS:** The Subrecipient shall include the following statement of financial assistance in any advertisement or invitation to bid for any procurement under this agreement:

"This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT."
11. **ASSIGNMENTS:** The Subrecipient shall not assign nor transfer the Subrecipient's interests or duties under this agreement without the express written consent of the state.
12. **RISK ASSESSMENTS:** The NDDOT conducts pre-award risk assessments prior to issuing a subaward contract. The Subrecipient shall conduct risk assessments of their sub awardees either before or after making the award to determine the appropriate level of monitoring. The contractor shall document its procedures for assessing risk and have them available upon NDDOT request.



**13. RISK BASED MONITORING:**

- a. The NDDOT has conducted a risk assessment, as required by 2 CFR 200.332, and has determined the following risk-based monitoring requirements for this award:
  - All payments are on a reimbursement basis.
  - Require submittal of Title VI pre-authorization paperwork.
  - Require submittal of FFATA form.
  - Require submittal of biannual progress reports.
  - Annual Mid-Year Review.

Risk assessments may be repeated throughout the period of performance and monitoring requirements adjusted based on level of risk.

- b. In the event of noncompliance or failure to perform, the NDDOT has the authority to apply remedies, in accordance with 2 CFR 200.339, including but not limited to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate and in accordance with 2 CFR 200.332.

**14. PROCUREMENT:** The Subrecipient shall follow the policies and procedures of the state when procuring property and services under a federal award, in accordance with 2 CFR 1201.317.

**15. EQUIPMENT:** The Subrecipient shall follow the policies and procedures of the state with respect to use, management and disposal of equipment acquired under a federal award, in accordance with 2 CFR 1201.313.

**16. PROCUREMENT OF RECOVERED MATERIALS:** In accordance with 2 CFR 200.323, the Subrecipient and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**17. TERMINATION:**

- a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by NDDOT, under any of the following conditions:
  - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
  - ii. If federal or state regulations or guidelines are modified, changed, or



interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract;

iii. If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by this contract is for any reason denied, revoked, or not renewed;

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

a. NDDOT, by written notice to the Subrecipient, may terminate the whole or any part of this agreement:

i. If the Subrecipient fails to provide services called for by this contract within the time specified herein or any extension thereof; or

ii. If the Subrecipient fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

**18. AMENDMENTS:** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

**19. SEVERABILITY:** If any part of this agreement is determined to be invalid, illegal, or unenforceable, the determination does not affect the validity, legality, or enforceability of any other part of this agreement, and the remaining parts of this agreement shall be carried out by each party.

**20. CLOSEOUT:** NDDOT and the Subrecipient will comply with 2 CFR 200.344 closeout requirements. The contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement. The NDDOT will close out the agreement with the federal awarding agency when it determines that all applicable administrative actions and all required work have been completed and the agreement has reached its period of performance end date.

**21. CIVIL RIGHTS:** Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into, and made a part of this agreement.

**22. NONDISCRIMINATION – COMPLIANCE WITH LAWS:** The Subrecipient agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.



**23. AFFIRMATIVE ACTION PROGRAMS:** The Subrecipient and subcontractors shall develop and maintain an affirmative action program, as defined in 49 CFR Part 21 and a Minority Business Enterprise Action Program in accordance with 49 CFR Part 26, as appropriate; to ensure that persons and businesses are not discriminated against because of race, religion, color, national origin, disability, age, sex, political opinions or affiliations, or status with regard to marriage or public assistance, in programs, projects and activities.

Should the Subrecipient fail to comply with any Federal civil rights statute, or any order or regulation issued under such statute, NDDOT shall notify the Subrecipient of the determination and shall direct the Subrecipient to take the action that may be necessary to ensure compliance. If, within a reasonable period of time, after receiving notification the Subrecipient fails or refuses to take action required by the notice, NDDOT shall take action as may be determined to be appropriate, including but not limited to the withholding of payments to the Subrecipient under the agreement in whole or in part.

**24. DISADVANTAGED BUSINESS ENTERPRISE:** In the performance of this agreement, the Subrecipient shall cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement. The Subrecipient shall comply with the requirements of 49 CFR Part 26.

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

The Subrecipient will include the following paragraph verbatim in any subcontracts they sign relative to this project:

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



the termination of this contract or such other remedy as the NDDOT deems appropriate.

**25. PROMPT PAYMENT:** Payment of invoices by the Subrecipient shall be within 20 days of Receipt, as required for NDDOT's DBE program.

**26. DISABILITY:** The Subrecipient shall ensure that no qualified disabled individual, as defined in 29 U.S.C. 794 and 49 C.F.R. Part 27 shall, solely by reason of this disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance under this agreement.

**27. DRUG-FREE WORKPLACE:** The Subrecipient shall comply with the requirements for drug-free workplace, in accordance with 49 CFR 32, Subpart B.

**28. AUDITS:**

- a. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 CFR Part 200, Subpart F. A copy of such audit, covering the term of this agreement, shall be submitted to NDDOT. Entities that expend \$750,000 or less in federal funds, in a fiscal year, from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
- b. The Subrecipient must fill out and submit to NDDOT the Single Audit Certification (SFN60639) and a schedule of federal expenditures for their fiscal year end. The Subrecipient must submit their Single Audit to NDDOT as well as the Federal Audit Clearinghouse. This audit report must be submitted within 30 calendar days after the Subrecipient receives the report from their auditors, or nine months after the end of the audit period, whichever comes first.

**29. CONFLICTS OF INTEREST:** No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.



30. **INDEMNIFICATION:** The Risk Management Appendix, attached, is hereby incorporated, and made a part of this agreement.

31. **PERSONNEL:** The Subrecipient assures that personnel will be available to perform the required services. Such personnel shall not be considered employees of NDDOT for any purpose.

32. **DISCLAIMER:** The Subrecipient must include the following statement in all plans, studies, and reports funded under this contract: "The preparation of this report has been funded in part by the US Department of Transportation, Federal Highway Administration and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the US Department of Transportation. The report does not constitute a standard, specification, or regulation."

33. **COMPLIANCE WITH LAW:** In performance of its obligations under this agreement, the Subrecipient shall comply with and require each of its subcontractors to comply with all applicable provisions of Federal, State, and local laws and regulations. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the State of that or any other provision.

34. **TELECOMMUNICATIONS CERTIFICATION:** By signing this agreement, the Subrecipient certifies, in accordance with 2 CFR 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), that it will not obligate or expend grant funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Subrecipient will include this requirement in all subcontracts related to this agreement.

35. **BYRD ANTI-LOBBYING AMENDMENT:** (31 USC 1352) Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

36. **DEBARMENT AND SUSPENSION:** The Subrecipient is advised that their signature on this agreement certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or



determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years. For all bids or proposals of third-party contracts and subcontracts, the Subrecipient shall:

- a. Obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200.
- b. Check the Excluded Parties Listing System (EPLS) at [www.sam.gov](http://www.sam.gov) to ensure the selected vendor or contractor has not been excluded from doing business with the federal government. The Subrecipient shall document the search results and include as part of the third-party contract.
- c. Add a clause to the subcontract that the subcontractor shall maintain active registration in the System for Award Management at [www.sam.gov](http://www.sam.gov).

37. **GOVERNING LAW AND VENUE:** Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable federal law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

38. **MERGER AND WAIVER:** This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.

39. **OWNERSHIP OF WORK PRODUCT:** All work products and copyrights of the contract, which result from this contract, are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge. The Subrecipient shall furnish to NDDOT copies of all data and other items prepared or developed as a part of the contract.



40. **NOTICE:** All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

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North Dakota Dept. of Transportation  
Local Government Division  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

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EXECUTED the date last below signed.

WITNESS:

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NAME (TYPE OR PRINT)

---

SIGNATURE

---

DATE

SUBRECIPIENT:

---

NAME (TYPE OR PRINT)

---

SIGNATURE

\*

---

TITLE

---

DATE

APPROVED as to substance by:

---

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

---

SIGNATURE

---

DATE

\* Mayor or President City Commission

NORTH DAKOTA DEPARTMENT OF  
TRANSPORTATION:

---

DEPUTY DIRECTOR FOR PLANNING (TYPE OR PRINT)

---

SIGNATURE

---

DATE

CLA 1029 (Div. 38)  
L.D. Approved 10-28-14; 11-23; C.M. 12/11/2023



**CERTIFICATION OF LOCAL MATCH**

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

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

**Source:**

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Executed at \_\_\_\_\_, North Dakota, the last date below signed.

**ATTEST:****APPROVED:**

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NAME (TYPE OR PRINT)**Subrecipient of** \_\_\_\_\_

---

SIGNATURE

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NAME (TYPE OR PRINT)

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DATE

---

SIGNATURE

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\*  

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TITLE

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DATE

\*Mayor or President City Commission



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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

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



## Risk Management Appendix

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

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

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

**Governments** – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$406,250 per person and \$1,625,000 per occurrence**. The minimum limits of liability required of the State are **\$406,250 per person and \$1,625,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

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

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

RM Consulted 2007  
Revised 11-23



## City of Minot SPR Contract Scope of Work

The City of Minot will utilize SPR funds to assist with initial startup costs for the Central Dakota MPO. The scope of work for these funds include:

### SPR Contract Scope Items

Item	Cost
6 Months Executive Director Salary/Benefits	\$ 77,802.00
Executive Director Relocation Expenses	\$ 5,000.00
Executive Director Recruitment Ad	\$ 1,500.00
Legal Services Contract	\$ 2,500.00
Executive Director Office Modifications	\$ 5,000.00
Laptop and Docking Station	\$ 1,680.00
Office Desk, Chair, Other Equipment	\$ 3,000.00
2-24" Monitors	\$ 300.00
Desk Phone	\$ 135.00
Keyboard/Mouse	\$ 75.00
Software	\$ 840.00
6 Months Telephone Service	\$ 750.00
Copier Service	\$ 333.00
Copier and Printer Supplies	\$ 250.00
Office Space Lease	\$ 8,352.00
General Liability Insurance	\$ 500.00
Building and Contents Insurance	\$ 550.00
Inland Marine Insurance	\$ 220.00
Cyber Security Insurance	\$ 133.00
6 Months Advertising (Legal Ads, Minutes)	\$ 3,000.00
Postage and Shipping	\$ 250.00
Books and Subscriptions	\$ 500.00
Training	\$ 800.00
Travel	\$ 2,215.00
Natural Gas	\$ 74.00
Electricity	\$ 169.00
Total	\$ 115,928.00

## **LOCAL TRANSPORTATION PLANNING (0701)**

Paul M. Benning, P.E., Local Government Engineer  
Stacey Hanson, P.E., Assistant Local Government Engineer  
Local Government Division

The Local Government Division staff assists local public agencies with transportation planning through the management of corridor studies, long range transportation planning and transit planning projects.

### **2023 - 2024 Goal**

Effective local transportation planning

### **2023 - 2024 Objectives**

Continue fostering an integrated transportation planning process for all the urban, county, and transit program areas that emphasize linkages between transportation modes.

Improve the urban, county, and transit areas' ability to evaluate and plan for their infrastructure needs.

Improve the communication with urban, county, and transit areas to allow additional opportunities to provide needed technical assistance.

Assist the city of Watford City with the development of a long-range transportation plan.

Assist Medora and our consultant with the completion of a transportation study for Pacific Avenue (I-94 BL), the interchanges, and connecting accesses to the National Park and proposed Presidential Library. This consulting contract was authorized for the full amount in 2022.

Due to the city of Minot's status change to an MPO, the development of a long-range transportation plan will not move forward in 2023, the MPO will be completing an MTP as one of their first planning tasks.

Assist the city of Minot with initial MPO administrative startup activities to hire an Executive Director until that director can develop and implement a consolidated planning grant. These activities will use some funding estimated for the LRTP using a multiyear contract with the anticipated amount authorized in 2023. The following outlines objectives that will be funded:

- Recruiting activities
- Relocation Assistance
- Salary for Executive Director
- Section 140 (similar to UPWP)
- Section 130 (similar to UPWP)

- legal services
- liability insurance
- registration and startup fees
- adopt bylaws and Title VI program
- develop website for MPO
- complete tasks to transition to CPG when available

Assist the city of Dickinson with the development of a long-range transportation plan using a multiyear contract with the total amount authorized in 2023.

Assist the city of Valley City with the development of a transportation planning study for the south growth area using a multiyear contract with the total amount authorized in 2023.

Maintain the contract with NDSU's Advanced Traffic Analysis Center (ATAC) for support of a Travel Demand Modeling Support Program.

Conduct other high priority local special request transportation-related studies.

This program activity assists the NDDOT in meeting IIJA requirements.

<b>2023 Budget</b>	<b>\$ 10,000</b>
<b>2023 SPR-P Budget</b>	<b>\$ 1,005,000</b>
<b>2024 Projected Budget</b>	<b>\$ 10,000</b>
<b>2024 Projected SPR-P Budget</b>	<b>\$605,000</b>

Metro Planning takes place at the three MPOs as part of SPR PL funds provided to North Dakota but is funded separately from NDDOT's SPR Subpart A Work Program and therefore is not part of the budgets discussed in this document. PL funds are provided to the MPOs, along with FTA funds, via a consolidated planning grant (CPG).

  
**KRISTEN  
SUE SPERRY**  
 Digitally signed by  
 KRISTEN SUE  
 SPERRY  
 Date: 2023.12.11  
 10:24:30 -06'00'



**TO:** Mayor Tom Ross  
Members of the City Council

**FROM:** David Lakefield, City Finance Director

**DATE:** January 2, 2024

**SUBJECT: RESOLUTION TO DESIGNATE DEPOSITORYIES FOR CITY FUNDS**

**I. RECOMMENDED ACTION**

- A. Recommend council pass the resolution to designate all financial institutions and brokerage firms located in the City of Minot and Stifel, Nicolaus & Company as depositories of the City of Minot and authorize the mayor to sign the Master Agreement for professional services and project assignment.

**II. DEPARTMENT CONTACT PERSONS**

David Lakefield, City Finance Director	857-4784
Melody Shelkey, City Treasurer	857-4771

**III. DESCRIPTION**

A. Background

Chapter 21-04 of the North Dakota Century Code requires the governing board to designate depositories of public funds at its regular meeting in January of each even-numbered year. Any financial institution duly incorporated in this state under and pursuant to the laws governing the incorporation of financial institutions, and any financial institution situated and doing business with this state may be designated a depository of public funds.

**IV. IMPACT:**

A. Strategic Impact:

Approval of this ordinance will help serve as a guide for financial matters of the City.

B. Service/Delivery Impact:

This is required to be in compliance with North Dakota Century Code.

C. Fiscal Impact:

N/A

**V. CITY COUNCIL ASPIRATIONS**

These agreements achieve all of the City Council Aspirations: Resilient and Prepared. This allows for the City to remain in compliance with North Dakota Century Code for designating depositories of public funds.

**VI. ALTERNATIVES**

N/A

**VII. TIME CONSTRAINTS**

This is required to comply with North Dakota Century Code.

**VIII. LIST OF ATTACHMENTS**

- A. Resolution to designate depositories of the funds of the City of Minot

**RESOLUTION NO. 3834**

**RESOLUTION TO DESIGNATE DEPOSITORIES OF THE FUNDS OF THE CITY OF MINOT**

Whereas, the City of Minot, a municipal corporation existing under the laws of the State of North Dakota, must designate depositories of the funds of the City of Minot,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Minot, North Dakota hereby designates any Financial Institution or Brokerage Firm located in the City of Minot, and Stifel, Nicolaus & Company Inc to be a depository of the funds of the City of Minot, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by two signatures of the following: Thomas Ross, Mayor; David Lakefield, City Finance Director; and Melody Shelkey, City Treasurer.

BE IT FURTHER RESOLVED, that the depository institution is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment from the payee or any other holder without inquiry as to the circumstance of issue or the disposition of the proceeds thereof, even if drawn to the individual order of any signing officer or payable to said firm or others for his account, or tendered in payment of his individual obligation.

BE IT FURTHER RESOLVED, that any and all endorsements for or on behalf of the City of Minot upon checks, drafts, notes or instruments for deposit or collection made with the said Firm may be written or stamped endorsements of the City of Minot without any designation of the person making such endorsements.

BE IT FURTHER RESOLVED, that said Firm be promptly notified in writing by the City Finance Director or any other officer of the City of Minot of any change in these resolutions and that until it has actually received such notice in writing said Firm is authorized to act in pursuance of these resolutions.

WE FURTHER CERTIFY, that these resolutions are within the power of the City Council to pass as provided in the Home Rule Charter to the City of Minot.

Adopted at the meeting of the City Council on January 2, 2024.

ATTEST:

---

Mikayla McWilliams, City Clerk

APPROVED:

---

Thomas Ross, Mayor



**TO:** Mayor Tom Ross  
Members of the City Council

**FROM:** David Lakefield, City Finance Director

**DATE:** December 18, 2023 or January 2, 2024

**SUBJECT: GALLAGHER ACTUARIAL CONSULTING AGREEMENT**

**I. RECOMMENDED ACTION**

Recommend approval of the contracts with Gallagher Benefit Services Inc, for their actuarial services for the calendar years 2024 - 2026 and authorize the mayor to sign the Master Agreement for professional services and project assignment.

**II. DEPARTMENT CONTACT PERSONS**

David Lakefield, City Finance Director	857-4784
Melody Shelkey, City Treasurer	857-4771

**III. DESCRIPTION**

**A. Background**

Gallagher Benefit Services Inc. has provided the City with actuarial services for the City's Pension and Other Post-Employment Benefits (OPEB) plans which are utilized by the City for benefit calculations as well as for annual reporting. The contract will remain in effect until December 31, 2026.

**IV. IMPACT:**

**A. Strategic Impact:**

This contract allows the City to utilize actuarial services which are necessary for keeping the City's Pension and OPEB plans compliant with annual reporting as well as available for assistance needed for funding and payment information for current plan members.

**B. Service/Delivery Impact:**

Gallagher has provided the actuarial services for the City for many years, starting in 2022 Gallagher requested for the City to sign an annual contract. Gallagher will complete the actuarial services for City's 2023 - 2025 annual reporting.

**C. Fiscal Impact:**

This contract is funded with Pension and OPEB funds.

**V. CITY COUNCIL ASPIRATIONS**

These agreements achieve all of the City Council Aspirations: Resilient and Prepared. It provides a smooth transition of power and will allow business to continue with no interruptions.

**VI. ALTERNATIVES**

N/A

**VII. TIME CONSTRAINTS**

Council's approval of the contact will allow for the City to move forward with actuarial services for the following years 2024 - 2026.

**VIII. LIST OF ATTACHMENTS**

- A. Contract with Gallagher Benefit Services, Inc.



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## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into as of January 1, 2024 ("Effective Date") is between Gallagher Benefit Services, Inc., a subsidiary of Arthur J. Gallagher & Co., a Delaware corporation ("Gallagher") and the City of Minot, ND ("Client").

Gallagher and Client desire to arrange for the provision of services by Gallagher to the Client as set forth herein. In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. ENGAGEMENT OF SERVICES.** From time to time, Gallagher and Client may enter into project assignment(s) for the provision of services provided by Gallagher (each a, "Project Assignment"). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed in a Project Assignment, and shall be governed by the terms and conditions of this Agreement.
- 2. SCOPE OF PROJECT ASSIGNMENTS.** Gallagher will provide services, functions, or responsibilities related to the services set forth in a Project Assignment that are: (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement, or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.
- 3. STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, Gallagher will use its best efforts to render and complete the services by the applicable completion dates as may be specified in the Project Assignment.
- 4. COMPENSATION.** Client will pay Gallagher the fees as set forth in any Project Assignment(s) as agreed upon between the parties. Client shall be responsible for all expenses incurred by Gallagher in the performance of its services under this Agreement. Upon termination of this Agreement for any reason, Gallagher will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for projects which are in progress, Client will pay Gallagher for services and will reimburse
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP.** Gallagher's relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal, or employer-employee relationship. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives, and reasonably believed by Gallagher to be genuine and authorized by the Client. Furthermore, Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

### 6. CONFIDENTIAL & NON-IDENTIFYING INFORMATION.

- 6.1 Confidential Information.** As used in this Agreement, "Confidential Information" means any non-public, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably



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should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in this Agreement or applicable Project Assignment. Both parties also agree and understand that Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents, or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established, and will maintain security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review **Gallagher's Privacy Policy** located at <https://www.ajg.com/privacy-policy/>.

Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services, or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

**6.2 Non-Identifying Information.** Notwithstanding Section 6.1 above, Gallagher may collect, use, transfer, and disclose information only in a form that does not specifically identify Client ("Non-Identifying Information"). All Non-Identifying Information will remain anonymous and cannot be altered to re-identify Client or any individual. Furthermore, Gallagher certifies that all Non-Identifying Information combined and aggregated with information collected from other sources for analytical and research purposes, shall be subject to, and in compliance with all applicable privacy and data security laws.

## **7. REPRESENTATIONS AND WARRANTIES.**

**7.1. Gallagher Representations and Warranties.** Gallagher represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

**7.2. Client Representations and Warranties.** Client hereby represents and warrants that: (a) materials provided to Gallagher for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has the full right and power to enter into and perform this Agreement without the consent of any third party.

### **7.3. No Other Representations and Warranties.**

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY GALLAGHER IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GALLAGHER CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.



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**8. LIMITED LIABILITY.** Gallagher's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute, or otherwise, shall not exceed the amount actually paid by Client to Gallagher annually.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Gallagher, at its sole option and upon receipt of written notice, either: (a) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Gallagher is at fault, or (b) return to Client the fees paid by Client to Gallagher for the particular service provided that gives rise to the claim, subject to the limitation contained in this section. Client agrees that it will not allege that this remedy fails its essential purpose.

No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

**9. INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold the other party and its affiliates and their respective directors, officers, employees, and agents harmless from any and all losses, liabilities, exposures, damages, and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third-party claims, demands, suits, allegations, causes, or threats of action based on the indemnifying party's: (a) breach of any representation, warranty, or covenant made by such party hereunder; or (b) grossly negligent acts, omissions, or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

**10. TERM AND TERMINATION.** The term of this Agreement will commence on the Effective Date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least sixty (60) days written notice of its intent to terminate, provided however any active, and outstanding Project Assignments existing under this Agreement will continue until expiration, termination, or completion of services as stated in each such Project Assignment. Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, Gallagher will deliver to Client any and all of its information, forms and documentation.

**11. GENERAL PROVISIONS.**

**11.1. Assignment and Subcontractors.** Client may not assign this Agreement without Gallagher's prior written consent. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional, or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.



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**11.2. Travel Expenses.** Expenses are to be kept to a minimum and are billed at actual cost for (but not limited to) the following: consultant travel, lodging, meals, local transportation, and airport, meeting, and parking expenses. Hotel expenses will typically be based on preferred rates obtained by Client or Gallagher; however Gallagher may select a non-preferred major chain (e.g., Marriott; Hyatt; etc.) if personal safety factors, geography, or meeting requirements dictate. Charges for airfare will be based on the most economical means of travel wherever possible, however, due to scheduling difficulties, aircraft capacity, and/or fare availability, charges may on occasion include higher cost, refundable fares fees, full coach, or non-refundable business/first class charges.

**11.3. Force Majeure.** Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

**11.4. No Legal Advice Intended.** The advice given by Gallagher is not intended to be, nor should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by Gallagher. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

**11.5. Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**11.6. Notices.** All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address show on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this section.

**11.7. Governing Law.** The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

**11.8. Enforcement.** In the event that either party shall successfully bring an action against the other with respect to the enforcement, interpretation, or breach of any provision of this Agreement, the other party shall pay the reasonable amounts incurred by the party bringing the action, specifically including court costs, expenses and reasonable attorneys' fees.

**11.9. Waiver.** No waiver by either party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement shall be construed as a waiver of any other right. Neither party shall be required to give notice to enforce strict adherence to all terms of this Agreement.



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**11.10. Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. This Agreement shall inure to the benefit of, and shall be binding upon, both Gallagher and Client and their respective heirs, legal representatives and permitted assigns. The terms of this Agreement will govern all Project Assignments and services undertaken by Gallagher for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

**11.11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically, with such delivery having the same effect as delivery of an original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

**Client: City of Minot, ND**

**Gallagher Benefit Services, Inc.**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** Colin J. Henty  
**Title:** National Practice Leader, Actuarial and Retirement Services  
**Date:** November 22, 2023  
**Address:** 3600 American Blvd. West, Suite 500  
Bloomington, MN 55431



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## PROJECT ASSIGNMENT Actuarial Services

This Project Assignment is issued pursuant to the terms and conditions of the Master Agreement for Professional Services with an Effective Date of January 1, 2024 (the “**Agreement**”), by and between Gallagher Benefit Services, Inc. (“**Gallagher**”) and the City of Minot, ND (“**Client**”). Defined terms used herein and not otherwise defined in this Project Assignment shall have the same meaning ascribed to the in the Agreement.

### SCOPE OF ENGAGEMENT:

#### Annual Actuarial Services

- Annual GASB 67/68 pension reporting
- Annual funding report for pension plans
- Annual GASB 74/75 Other Postemployment Benefits (OPEB) reporting
- Engaging with auditor and completing auditor requests for both the plan and the financial statements
- Attendance at one client meeting virtually to present valuation results, analysis and updates on pension legislation, trends and current industry developments

Gallagher will provide the actuarial services shown above based on the participant data provided to us that is of sufficient quality for actuarial valuation purposes and that will provide reasonable valuation results within the limitations of the valuation model. Gallagher will not audit the data but will perform a high-level review for reasonableness. Client is responsible for the data provided to Gallagher for use in the annual valuation for the Plan(s).

For the retiree medical plan sponsored by the Client, Gallagher will prepare a GASB 74/75 actuarial valuation for fiscal year end 2023, 2024 and 2025. GASB 74/75 requires annual valuations, with updated census every other year. Fiscal year end 2023 and 2025 will require new census.

Additional services may be added at no change to the Project Assignment fee upon written agreement between Gallagher and Client.



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## TERM OF SERVICES:

The term of this Agreement will commence on the Effective Date and shall remain in effect for a period of three years (ending December 31, 2026) in accordance with this Agreement.

## CONSULTING FEES

Compensation for providing the actuarial consulting services listed in Exhibit A shall be billed on fixed, not to exceed cost of \$35,000 for 2024, \$27,000 for 2025, and \$35,000 for 2026. Services outside of the scope listed in the Project Assignment will be billed on a time and expense basis using the hourly rates below in the chart below.

Gallagher will provide Client with an invoice providing a description of the services performed or completed based on the timing outlined in the chart below. All invoices for payments due Gallagher will be paid by Client per Section 4 of the Agreement.

Services will be billed according to the chart listed below.

Item	Date	2024 (FYE2023 Reporting)	2025 (FYE2024 Reporting)	2026 (FYE2025 Reporting)
		OPEB Full Valuation	OPEB Off Year	OPEB Full Valuation
Employees' Pension Plan	March 31 <sup>st</sup> of each year	\$20,650	\$20,650	\$20,650
OPEB	March 31 <sup>st</sup> of each year	\$14,350	\$6,350	\$14,350
<b>Total</b>		<b>\$35,000</b>	<b>\$27,000</b>	<b>\$35,000</b>

## Travel Expenses

Expenses are to be kept to a minimum and are billed at actual cost for (but not limited to) the following: consultant travel, lodging, meals, local transportation, and airport, meeting, and parking expenses. Hotel expenses will typically be based on preferred rates obtained by Client or Gallagher; however Gallagher may select a non-preferred major chain (e.g., Marriott; Hyatt; etc.) if personal safety factors, geography, or meeting requirements dictate. Charges for airfare will be based on the most economical means of travel wherever possible, however, due to scheduling difficulties, aircraft capacity, and/or fare availability, charges may on occasion include higher cost, refundable fares fees, full coach, or non-refundable business/first class charges.



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Any additions to, or changes in the services to be provided to Client per this Agreement, or any increases in the not-to-exceed costs as stated above, will require prior written approval of both parties.

## HOURLY RATES

Position	Average Hourly Rate*
Professional Standards Review	\$550
Actuarial Lead Consultant	\$475
Actuarial Manager	\$390
Actuarial Analyst	\$325

*\* Hourly rates for subsequent years of services may be increased to reflect trends in hourly rates and changes in market conditions, however any increases shall not exceed five percent (5%) in any year.*

The terms and conditions contained in this Project Assignment constitute the parties' complete understanding and agreement relating to the subject matter hereof. Notwithstanding anything to the contrary in the Agreement or elsewhere, in the event of a conflict between this Project Assignment and the Agreement, the Agreement will control. No other terms and conditions, beyond those contained herein, will be valid unless mutually agreed to by Client and Gallagher in a writing signed by authorized representatives of each party.

## ACCEPTED AND AGREED:

**Client: City of Minot, ND**

**Gallagher Benefit Services, Inc.**

**By:**

**Name:**

**Title:**

**Date:**

**Address:**

**By:**

**Name:**

**Title:**

**Date:**

**Address:**

Colin J. Henty

National Practice Leader, Actuarial and Retirement Services

November 30, 2023

3600 American Blvd. West, Suite 500

Bloomington, MN 55431

# City of Minot

**TO:** City Council  
**FROM:** Stefanie Stalheim, City Attorney  
**DATE:** January 2, 2024  
**SUBJECT: Appointment of Special City Attorney, Tina Snellings  
Minot Police Dept. Case No. 23-39862**

## I. RECOMMENDED ACTION

The City Attorney recommends the City Council:

- A. consent and approve of the appointment of Tina Snellings, Assistant Ward County States Attorney, to act as Special Assistant City Attorney in Minot Police Dept. Case No. 23-39862; and
- B. authorize the City Attorney and Mayor to sign any necessary paperwork to complete the appointment.

## II. DEPARTMENT CONTACT PERSONS

*Stefanie Stalheim* 857-4755

## III. DESCRIPTION

### A. Background

A staff member of the City of Minot is a victim in the above captioned case. Given the same, a conflict has arisen in regard to our ability to prosecute the matter.

### B. Proposed Project

The City Attorney recommends retaining outside counsel to prosecute this matter on behalf of the City.

### C. Consultant Selection

The City Attorney contacted the Ward County State's Attorney's Office and Assistant Ward County State's Attorney Tina Snellings indicated she would be willing and available to prosecute this matter for the City.

## IV. IMPACT:

### A. Strategic/Service/Delivery Impact:

Approving the appointment will allow prosecution of this matter to continue without delay.

### B. Fiscal Impact:

Any anticipated expenses will be limited to actual costs (ex: travel, cost to create exhibits, etc.) and should be able to be absorbed by the existing City Attorney budget.

**V. CITY COUNCIL ASPIRATIONS**

Adopting the proposed recommendation and continuing prosecution of this case without delay achieves the City Council's aspirations to stay safe, welcoming, resilient, and prepared.

**VI. ALTERNATIVES**

- A. The City Council could direct the City Attorney to locate alternate conflict counsel.
- B. The City Council could direct the City Attorney not to retain conflict counsel.

**VII. TIME CONSTRAINTS**

The warrant for this case is still processing. We must have conflict counsel in place before the warrant can be reviewed and issued.

**VIII. LIST OF ATTACHMENTS**

- A. *Appointment of Special Assistant City Attorney*
- B. *Appointment and Oath of Special City Attorney (pleading)*



**APPOINTMENT OF SPECIAL ASSISTANT CITY ATTORNEY**

I, Stefanie Stalheim, City Attorney for the City of Minot, do hereby appoint Tina Snellings, or her designee, as Special Assistant City Attorney for the City of Minot to prosecute Minot Police Dept. Case No. 23-39862.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Stefanie Stalheim  
City Attorney

Minot City Council hereby consents and approves of the appointment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Thomas Ross  
Mayor

I accept said appointment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Tina Snellings, ND Bar No. 09157  
Special Assistant City Attorney

STATE OF NORTH DAKOTA

IN MUNICIPAL COURT

COUNTY OF WARD

NORTH CENTRAL JUDICIAL DISTRICT

City of Minot,	)	
Plaintiff,	)	Criminal No:
	)	
vs.	)	
	)	
David Justice Jackson,	)	<b>APPOINTMENT AND</b>
Defendant.	)	<b>OATH OF SPECIAL</b>
		<b>CITY ATTORNEY</b>

[¶1] COMES NOW, the City of Minot, by and through the undersigned City Attorney to hereby appoint Tina Snellings, or her designee, to the position of Special Assistant City Attorney for the City of Minot in the above captioned case.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

---

Stefanie Stalheim, ND Bar No. 06894  
City Attorney  
P.O. Box 5006  
Minot, ND 58701-5006  
Telephone: (701) 857-4755  
Facsimile: (701) 857-4751  
attorney@minotnd.org

[¶2] State of North Dakota )  
                                 ) ss.  
County of Ward        )

I, Tina Snellings, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of North Dakota and that I will faithfully discharge the duties of the office of Special Assistant City Attorney in the City of Minot, County of Ward, State of North Dakota to the best of my ability in the above captioned criminal proceeding so help me God.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

---

Tina Snellings, ND Bar No. 09157  
Special Assistant City Attorney

P.O. Box 5005  
Minot, ND 58702-5005  
Telephone: (701) 857-6480  
Facsimile: (701) 857-6580  
E-service: 51wardsa@wardnd.com

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ by Tina  
Snellings.

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Notary Public



**TO:** Mayor  
Members of the City Council

**FROM:** *Kelli Kronschnabel, Fire Chief*  
*Stefanie Stalheim, City Attorney*  
*Corbin Dickerson, Assistant City Attorney*

**DATE:** November 20, 2023

**SUBJECT: AMEND CHAPTER 13 OF THE CITY OF MINOT'S CODE OF ORDINANCES TO ALLOW THE CITY COUNCIL TO ESTABLISH FIRE PERMIT, LICENSE, INSPECTION FEES BY RESOLUTION, AND MAKE GENERAL UPDATES.**

**I. RECOMMENDED ACTION**

Approve Ordinance No. **[INSERT ORDINANCE # FROM MIKAYLA]** on first reading.

**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 falls in line with other area jurisdictions. We are also modernizing and cleaning up the language within the Chapter 13 Code of Ordinances.

**B. Proposed Project**

A proposed resolution establishing fire permit, license, and inspection fees is attached. If this ordinance is approved on first reading, this resolution will be presented to the Council alongside the attached ordinance on second reading.

**C. Consultant Selection**

**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**

**VII. TIME CONSTRAINTS**

**VIII. LIST OF ATTACHMENTS**

- A. *Ordinance No. [INSERT ORDINANCE NUMBER FROM MIKAYLA]*
- B. *Proposed Resolution establishing Fire Permit, License, and Inspection Fees.*



**RESOLUTION NO. \_\_\_\_**

**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. The fees outlined in this Resolution shall be effective February 1, 2024.**
- 3. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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Mikayla McWilliams, City Clerk

APPROVED:

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Thomas Ross, Mayor



ORDINANCE NO. \_\_\_\_

**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 firemen~~ firefighter.**

It shall be unlawful to obstruct any ~~firemen~~ firefighter in the performance of ~~his~~ 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, ~~the fire marshal who shall be the head of the bureau of fire prevention~~, and as many ~~firemen~~ firefighters as the city council determines to be adequate. The fire chief, ~~the fire marshal~~, and ~~firemen~~ firefighters shall be appointed by the city manager pursuant to Chapter 24 of the Code of Ordinances.

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

~~Firemen~~ 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 ~~policemen~~ police officers while on duty, and are authorized to arrest any person who interferes or attempts to interfere with, or ~~retards or attempts to retard or hinders or attempts to hinder~~ any member of the fire department in the performance of ~~his~~ 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. Use of intoxicating liquor prohibited.**

~~No person connected with the fire department shall use any intoxicating liquor while on duty. No person, during a fire, shall bring on the ground any intoxicating liquor, or give or furnish any intoxicating liquor to any fireman when on duty unless by order of the fire chief or of a practicing physician.~~

**Sec. 13-22 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 him them for meritorious service in the discharge of his their duty.

**Secs. 13-23 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) *Keeping of records.* ~~He~~ The fire chief shall keep the following records in books open to the inspection of the mayor, city council and city manager:
  - (1) A complete record of the organization of the fire department, its membership, the respective positions held by the ~~firemen~~ firefighters, vacancies, appointments and dismissals.
  - (2) A complete record of notices issued by the fire department.
  - (3) A complete record of all of the transactions of the fire department.
  - (4) A complete record of all fires occurring in the city and the causes of the fires if ascertainable.
  - (5) A complete record of time lost by ~~firemen~~ firefighters.
  - (6) A complete record of all expenditures and of all property placed in ~~his~~ the fire chief's hands.
  - (7) A complete record of all other matters required by ~~his~~ the department.
- (b) *To make monthly and bi-annual reports.* ~~He~~ 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. ~~On the first Mondays of January and July he shall make a written report, including a summary of his monthly reports, upon the conditions of the fire department, the number of fires that have occurred in the city since his last report, and the cause of the fires as far as can be ascertained, the amount of insurance upon~~

~~buildings destroyed or damaged and the names of the owners or occupants of the buildings as near as can be ascertained. The report shall be filed in the office of the city manager. The city manager at the first regular at a regular city council meeting meeting of the city council in January and July, shall present to it the report of the fire chief.~~

- (c) *Responsibility for equipment.* ~~He~~ 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. ~~He~~ 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.
- (d) *Prescribe rules and regulations.* ~~He~~ The fire chief shall prescribe such rules and regulations for the operation of the department as are in ~~his~~ their judgment necessary to secure the best and most efficient service.
- (e) *Assign firemen firefighters.* ~~He~~ The fire chief shall assign ~~firemen~~ firefighters to such positions in the department as they are best qualified to fill, subject to approval of the city manager.
- (f) *Be present in city.* ~~He~~ shall not leave the city without the consent of the city manager and shall attend all fires in the city unless excused by the city manager.
- (g-f) *Investigate fires.* ~~He~~ The fire chief shall immediately after each fire carefully and thoroughly investigate the cause of the fire, and may call ~~the on the chief of police department~~ for assistance.
- (h-g) *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.
- (i-h) *Prescribe limits at fire.* ~~He~~ 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, ~~firemen~~ firefighters ~~policemen~~ police officers, and those admitted by ~~his~~ the fire chief's order.
- (j-i) *May order removal of property.* At all fires, ~~he~~ 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.
- (k-j) *Authority at fires.* ~~He~~ 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.
- (l-k) *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 ~~his~~ the fire chief's judgment be required.
- (l) *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 inspection.

## **Sec. 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 ( $93\text{ m}^2$ ) 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 and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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Mikayla McWilliams, City Clerk

APPROVED:

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Thomas Ross, Mayor



ORDINANCE NO. \_\_\_\_

**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 ~~firemen~~ firefighter.**

It shall be unlawful to obstruct any ~~firemen~~ firefighter in the performance of ~~his~~ 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, ~~the fire marshal who shall be the head of the bureau of fire prevention~~, and as many ~~firemen~~ firefighters as the city council determines to be adequate. The fire chief, ~~the fire marshal~~, and ~~firemen~~ firefighters shall be appointed by the city manager pursuant to Chapter 24 of the Code of Ordinances.

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

~~Firemen~~ 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 ~~policemen~~ police officers while on duty, and are authorized to arrest any person who interferes or attempts to interfere with, or ~~retards or attempts to retard or hinders or attempts to hinder~~ any member of the fire department in the performance of ~~his~~ 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. Use of intoxicating liquor prohibited.**

~~No person connected with the fire department shall use any intoxicating liquor while on duty. No person, during a fire, shall bring on the ground any intoxicating liquor, or give or furnish any intoxicating liquor to any fireman when on duty unless by order of the fire chief or of a practicing physician.~~

**Sec. 13-22 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 him them for meritorious service in the discharge of his their duty.

**Secs. 13-23 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)
- (b) *To make monthly and other reports.* ~~He~~ 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. ~~On the first Mondays of January and July he shall make a written report, including a summary of his monthly reports, upon the conditions of the fire department, the number of fires that have occurred in the city since his last report, and the cause of the fires as far as can be ascertained, the amount of insurance upon buildings destroyed or damaged and the names of the owners or occupants of the buildings as near as can be ascertained.~~ The report shall be filed in the office of the city manager. ~~The city manager at the first regular at a regular city council meeting meeting of the city council in January and July, shall present to it~~ the report of the fire chief.
- (c) *Responsibility for equipment.* ~~He~~ 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. ~~He~~ 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.
- (d) *Prescribe rules and regulations.* ~~He~~ The fire chief shall prescribe such rules and regulations for the operation of the department as are in his their judgment necessary to secure the best and most efficient service.

- (e) *Assign firemen firefighters.* ~~He~~ The fire chief shall assign firemen firefighters to such positions in the department as they are best qualified to fill, subject to approval of the city manager.
- (f) *Be present in city.* ~~He shall not leave the city without the consent of the city manager and shall attend all fires in the city unless excused by the city manager.~~
- (g-f) *Investigate fires.* ~~He~~ The fire chief shall immediately after each fire carefully and thoroughly investigate the cause of the fire, and may call the on the chief of police department for assistance.
- (h-g) *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.
- (i-h) *Prescribe limits at fire.* ~~He~~ 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, ~~firemen firefighters policemen police officers~~, and those admitted by ~~his~~ the fire chief's order.
- (j-i) *May order removal of property.* At all fires, ~~he~~ 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.
- (k-j) *Authority at fires.* ~~He~~ 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.
- (Lk) *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 ~~his~~ the fire chief's judgment be required.
- (l) *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.

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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 inspection.

#### **Sec. 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 ( $93\text{ m}^2$ ) 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 and adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

APPROVED:

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Mikayla McWilliams, City Clerk

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Thomas Ross, Mayor



**TO:** Mayor Thomas Ross  
Members of the City Council

**FROM:** Stefanie Stalheim, City Attorney

**DATE:** January 2, 2024

**SUBJECT: Human Relations Ordinance Repeal**

**I. RECOMMENDED ACTION**

Approve the repeal of Chapter 2, Article V, Division 4 (Human Relations Committee) Ordinance on first reading, and reserve Division 4 for further use.

**II. DEPARTMENT CONTACT PERSONS**

Stefanie Stalheim, City Attorney 857-4755  
Corbin Dickerson, Assistant City Attorney

**III. DESCRIPTION**

A. Background

At the City Council meeting on 12/18/2023, the Council voted 4 -3 to acknowledge the work of the Human Relations Ad Hoc Committee and delete *Chapter 2, Article V, Division 4 (Human Relations Committee) of the Minot Code of Ordinances*. As such, the ordinance repealing the same is attached hereto.

B. Proposed Project

N/A

C. Consultant Selection

N/A

**IV. IMPACT:**

A. Strategic Impact:

Following-through with Council direction will delete the Human Relations Committee Ordinance from City of Minot Code of Ordinances.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

If the Human Relations Committee Ordinance is deleted, there will be no financial impact.

**V. ALTERNATIVES**

- A. The City Council could reject the ordinance on first reading.
- B. The City Council could amend the ordinance on first reading.

**VI. TIME CONSTRAINTS**

The City Council placed a moratorium on Chapter 2, Article V, Division 4 (Human Relations Committee) which ended on December 31, 2023.

**VII. LIST OF ATTACHMENTS**

- A. Ordinance to repeal Chapter 2, Article V, Division 4 (Human Relations Committee) and reserve Division 4 for further use.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING CHAPTER 2 (ADMINISTRATION), ARTICLE V (BOARDS, COMMISSIONS, ETC), DIVISION 4 (HUMAN RELATIONS COMMITTEE), 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 provisions of North Dakota Century Code (NDCC) § 40-05.1, as well as statutory provisions codified in NDCC 40-05-01; and

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers; and

WHEREAS, the City of Minot established an Ad Hoc Committee to study Chapter 2 (Administration), Article V (Boards, Commissions, Etc.), Division 4 (Human Relations Committee), City of Minot's Code of Ordinances; and

WHEREAS, on December 18, 2023, the City Council acknowledged the work of the Ad Hoc Committee, but elected to strike Chapter 2 (Administration), Article V (Boards, Commissions, Etc.), Division 4 (Human Relations Committee) from City of Minot's Code of Ordinances.

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

**§1. That Chapter 2 (Administration), Article V (Boards, Commissions, Etc.), Division 4 (Human Relations Committee), of the Code of Ordinances, City of Minot, North Dakota, is hereby repealed and the Division reserved for further use:**

**DIVISION 4. HUMAN RELATIONS COMMITTEE RESERVED**

**Subdivision A. Generally**

**Secs. 2-210 - 2-220. Reserved.**

**Subdivision B. Charter<sup>1</sup>**

**Sec. 2-221. Adopted.**

The charter of the Minot Human Relations Commission is by this subdivision adopted and it shall read as follows:

**MINOT HUMAN RELATIONS  
COMMISSION CHARTER**

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<sup>1</sup>Editor's note(s) — Ord. No. 2042, § 1, adopted March 1, 1976, did not specifically amend this Code; hence inclusion herein as Subdiv. B, § 2-221, was at the discretion of the editors.

## **ARTICLE I. NAME**

~~This commission shall be officially known as the Minot Human Relations Commission, hereafter referred to as the HRC.~~

~~(Ord. No. 2042, § 1)~~

## **ARTICLE II. AUTHORITY**

~~The HRC is established by the authority of city council of City of Minot. The HRC shall be responsible for promoting communications between all parties, leading to equal opportunity and treatment for all persons regardless of race, color, religion, national origin, or sex, and to establish a better quality of life for all citizens.~~

~~(Ord. No. 2042, § 1)~~

## **ARTICLE III. OBJECTIVES**

- ~~(1) To act as a sounding board for the identification and resolution of community human relations problems.~~
- ~~(2) To identify and eliminate minor irritants before they develop into major problems.~~
- ~~(3) To evaluate discriminatory conditions and practices and make recommendations to the civilian and/or military authority concerning these problem areas.~~

~~(Ord. No. 2042, § 1)~~

## **ARTICLE IV. MEMBERSHIP**

- ~~(1) HRC membership shall not exceed twenty (20). Primary members shall be appointed by the mayor for a three year term with approximately one third (1/3) being appointed each year. Six (6) initial appointments shall be for one year, seven (7) for two (2) years, and seven (7) for three (3) years. The city manager shall be an advisory member of the HRC. Each primary member shall select one alternate member to serve on the commission.~~
- ~~(2) All segments of community life shall be represented on the commission, both civilian and military.~~
- ~~(3) Members shall notify the chairperson at least one month prior to their termination of involvement with the commission so that a replacement may be secured.~~
- ~~(4) The secretary shall maintain a current membership list.~~

~~(Ord. No. 2042, § 1)~~

## **ARTICLE V. MEETINGS**

- ~~(1) Meetings will be held as often as deemed necessary by the HRC chairperson or vice chairperson, but at least once each calendar month.~~
- ~~(2) Meeting format will be as follows:
  - ~~(a) Call to order and roll call.~~
  - ~~(b) Introduction of guests, new members, and guest speakers.~~
  - ~~(c) Reading and adoption of last meeting's minutes.~~
  - ~~(d) Committee reports (formal only).~~
  - ~~(e) Old business.~~~~

- (f) ~~New business:~~
  - 1. ~~From the Chair (according to the published agenda).~~
  - 2. ~~From the floor.~~
- (g) ~~Comments from the chairperson or vice chairperson.~~
- (h) ~~Any other business.~~
- (i) ~~Adjournment.~~

(Ord. No. 2042, § 1)

#### **ARTICLE VI. AGENDA**

- (1) ~~The secretary shall prepare an agenda of the meetings and distribute it to members prior to the start of that meeting.~~
- (2) ~~Formal business that is to be brought before the HRC shall be brought to the attention of the secretary at least three (3) days prior to meetings so that it may be included in the agenda.~~

(Ord. No. 2042, § 1)

#### **ARTICLE VII. MINUTES**

- (1) ~~Minutes shall be recorded at all HRC meetings.~~
- (2) ~~The minutes shall be signed by the secretary and approved at the following HRC meeting. A condensed version of the minutes shall be reviewed by city council.~~
- (3) ~~Minutes shall be distributed to each HRC member with sufficient copies available for distribution as requested.~~

(Ord. No. 2042, § 1)

#### **ARTICLE VIII. VOTING**

- (1) ~~A quorum will exist when at least a majority (eleven (11) voting members) of the HRC members or alternates are present.~~
- (2) ~~Each member will have one vote. The primary representative will vote if present; if not, the alternate will vote.~~
- (3) ~~Voting procedures will be in accordance with "Robert's Rules of Order."~~
- (4) ~~The chairperson will not be a regular voting member.~~
- (5) ~~Tie votes will be broken by the chairperson.~~
- (6) ~~No business requiring a vote can be conducted if a quorum is not present.~~

(Ord. No. 2042, § 1)

#### **ARTICLE IX. ELECTION OF OFFICERS**

~~A chairperson, vice chairperson, and parliamentarian shall be nominated and elected by a majority of HRC members. All officers shall be members of the HRC and shall be elected annually. Elections will be conducted in August of each year, with members taking office in September. The secretary for the HRC will be appointed by the city manager and will be responsible for secretarial duties.~~

(Ord. No. 2042, § 1)

## **ARTICLE X. OFFICER JOB DESCRIPTION**

- (1) The chairperson shall:
  - (a) Preside over and conduct all meetings.
  - (b) Approve the agenda prior to meetings.
  - (c) Appoint committees as necessary to carry on the work of the HRC.
  - (d) Monitor the progress of committee work.
  - (e) Refer tasks to the appropriate committees for action.
  - (f) When vacancies occur, appoint temporary officers until such time as the HRC members can elect a replacement.
- (2) The vice-chairperson shall:
  - (a) Assume the duties of the chairperson during his/her absence.
  - (b) Perform other duties as directed by the chairperson.
- (3) The secretary shall:
  - (a) Record minutes of all HRC meetings; within one week, prepare the minutes for HRC approval at the following meeting and present the minutes to the city council.
  - (b) Maintain a file of the minutes for reference at future meetings.
  - (c) Prepare and present an agenda prior to each meeting.
  - (d) Upon notification that a member is departing, inform the mayor that a replacement representative is required.
- (4) The parliamentarian shall insure that all meetings are conducted in accordance with accepted parliamentary procedures (Robert's Rules of Order).

(Ord. No. 2042, § 1)

## **ARTICLE XI. COMMITTEES**

Committees shall be established as needed. Members shall be volunteers from the HRC general membership. The chairperson shall appoint committee members and chairpersons. There will be no standing committees.

(Ord. No. 2042, § 1)

## **ARTICLE XII. GRIEVANCE PROCEDURE**

The following grievance procedure shall be established:

- (1) Any individual, group, or organization may submit a grievance to any HRC officer or member. This grievance should be in the form of writing, however, it may be presented in person at any HRC meeting.
- (2) This grievance shall be discussed at the first HRC meeting after the grievance was noted.
- (3) A grievance investigative committee shall be appointed to examine the grievance and bring back information concerning the problem to the next monthly HRC

~~meeting. (Should the grievance warrant, meetings will be called as often as necessary to deal with the problem).~~

- ~~(4) The HRC committee as a whole will review the information received from the grievance committee and determine a solution plan. That plan might involve further investigation, specific recommendations to groups or organizations involved in the grievance, or continued discussion.~~
- ~~(5) The HRC will again call on the person, group, or organization, which initiated the complaint and discuss the solution with them and determine whether or not the grievance has actually been solved.~~
- ~~(6) A member of the HRC, executive officers, or grievance committee individual will contact the person, group, or organization which initiated the grievance six (6) months after the situation has been resolved in order to follow through on any possible redevelopments.~~

~~(Ord. No. 2042, § 1)~~

#### **ARTICLE XIII. AMENDMENTS**

~~The HRC Charter may be amended by ordinance.~~

~~(Ord. No. 2042, § 1) Secs. 2-222-2-224. Reserved.~~

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

PASSED FIRST READING: \_\_\_\_\_

PASSED SECOND READING: \_\_\_\_\_

ATTEST:

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Mikayla McWilliams, City Clerk

APPROVED:

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Thomas Ross, Mayor



**TO:** Mayor Tom Ross  
Members of the City Council

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

**DATE:** January 2, 2024

**SUBJECT: ONLINE LICENSING AND PERMITTING UPDATE (4423)**

## **I. RECOMMENDED ACTION**

1. There is no recommended action for this item. This is an informational presentation.

## **II. DEPARTMENT CONTACT PERSONS**

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

## **III. DESCRIPTION**

### **A. Background**

Minot uses Cityworks to perform asset management, licensing, and permitting. Asset management has been actively in use in several departments. Online licensing and permitting is now being implemented, as outlined below.

### **B. Proposed Project**

Online licensing and permitting is being implemented in phases.

Currently Implementing:	Contractor Licenses, Tobacco Licenses, Remote Alarm Permits, and Alcohol Licenses* (issuing 2024 alcohol, 2025 will also apply online)
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Early 2024 Implementation:	Building Permits, Trade Permits, ROW Permits, Site Plan Review, Flood Plain Development Review, Special Event Alcohol Licenses, Gaming Permit, Gaming Site Authorization, Secondhand/Pawnbroker License, Event/Parade Permit, Tent Permit, Animal Performance
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Mid 2024 Implementation:	Outdoor Dining License, Parklet License, Taxi Driver License, Taxicab Service License
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Future Implementation:	Land Development (Planning Department), other City Licenses and Permits
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### **C. Consultant Selection**

N/A

**IV. IMPACT:**

**A. Strategic Impact:**

Online licensing and permitting allows us to streamline and automate some processes to be more efficient.

**B. Service/Delivery Impact:**

Once everyone (residents/customers and staff) becomes acclimated to the software, improved turnaround time is expected. Additionally, online tracking will increase accountability.

**C. Fiscal Impact:**

N/A

**V. CITY COUNCIL ASPIRATIONS**

The software serves many different city functions and thus achieves all council aspirations.

**VI. ALTERNATIVES**

N/A

**VII. TIME CONSTRAINTS**

N/A

**VIII. LIST OF ATTACHMENTS**