



Regular City Council Meeting
Monday, May 19, 2025, at 5:30 PM

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

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MAYOR'S REPORT

3.1. PROCLAMATION

3.2. LEGISLATIVE UPDATE/PRESENTATION - SHANE GOETTLE

4. REPORTS

4.1. CITY MANAGER'S REPORT

POLICE DEPARTMENT FACILITY

RECOMMENDED ACTION

It is recommended City Council table this item until the City Council/Police Department Budget review meeting in late June.

HUMAN RESOURCES DIRECTOR APPOINTMENT

RECOMMENDED ACTION

It is recommended City Council approve the appointment of Kelly Beck as the Human Resources Director, with a start date of June 3, 2025.

5. PLANNING COMMISSION

5.1. CONSIDER THE REPORT OF THE PLANNING COMMISSION

5.2. PUBLIC HEARING: CASE #2025-13 - EDEN ADDITION - PRELIMINARY PLAT & ZONING MAP AMENDMENT

RECOMMENDED ACTION

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

5.3. PUBLIC HEARING: CASE #2025-15 - HIGHLANDS AT NORTH HILL 8TH
ADDITION - PUD AMENDMENT

RECOMMENDED ACTION

It is recommended City Council approve the Planned Unit Development Plan amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A. The PUD ordinance is included in Attachment B.

5.4. PUBLIC HEARING: CASE #2025-16 - HIGHLANDS ON NORTH HILL 8TH
ADDITION - PRELIMINARY PLAT

RECOMMENDED ACTION

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

6. PUBLIC HEARING

6.1. PUBLIC HEARING: SAMUEL SERRATO BUILDING RELOCATION
REQUEST TO 2811 62ND ST SE

RECOMMENDED ACTION

It is recommended City Council approve the relocation of the 28' x 24', 2-stall garage from 802 Aster Loop, Minot ND, 58701, also known as Liechty Homes 5th Addition Lot 1, to 2811 62nd St SE, Minot, ND 58701, also known as Whispering Meadows 2nd Addition Lot 1, subject to the following conditions:

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

must be landscaped in a manner similar to surrounding properties.

7. CONSENT ITEMS

7.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the May 5, 2025, Special City Council meeting and the May 5, 2025, Regular City Council meeting.

7.2. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 6087 - 2025 BA - Minot Public Library Collection**
- 2. Ordinance No 6088 - 2025 BA - PD Rifle Purchase**
- 3. Ordinance No 6089 - 2025 BA - PD Partnership with MSU**

7.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. MCDL Booster Club to conduct a raffle on May 17, 2025, at the Ann Nicole Nelson Hall - MSU (500 University Ave W).**
- 2. Ice Cold Ryders Motorcycle Club to conduct a raffle on August 23, 2025, at Ice Cold Ryders Clubhouse (316 20th Ave SE).**
- 3. Three Special Event Permits for Bones BBQ (437 N Broadway).**
- 4. Special Event Permit for X-Golf (1621 S Broadway).**
- 5. Two Special Event Permits for the Blue Rider (118 1st Ave SE).**

7.4. GAMING SITE AUTHORIZATION RENEWALS

RECOMMENDED ACTION

It is recommended City Council approve the following gaming site authorizations for the following organizations to conduct games of chance during the license year of July 1, 2025, through June 30, 2026, at the following locations:

Minot Junior Golf

**Bootleggrz (515 20th Ave SE Suite 2B)
Trappers Lounge (2401 Elk Drive)
Ranger Lounge (1218 S Broadway)
Capri Bar (2030 Burdick Exwy W)
Dakota Lounge (1525 31st Ave SW)
Lucky Strike Lounge and Casino (1901 N Broadway)**

Beulah Convention and Visitor's Bureau

**Uncle Maddio's (3310 16th St SW #100)
Comfort Suites (601 22nd St SW)**

American Foundation for Wildlife

Landing Bar and Bottleshop (2015 N Broadway)

7.5. GAMING SITE AUTHORIZATION - DAKOTA RATTLERS WRESTLING CLUB

RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for the Dakota Rattlers Wrestling Club to conduct games of chance during the licensing year of July 1, 2025, through June 30, 2026, at the Beowulf Grill located at 1912 Valley Bluffs Dr.

7.6. 2025 STREET IMPROVEMENT ADDITIONAL AREAS - AWARD OF BID (4866.3)

RECOMMENDED ACTION

- 1. It is recommended City Council award the bid for 2025 Street Improvement - Additional Areas to the low bidder, Minot Paving Co. LLC in the amount of \$1,184,617.21; and**
- 2. Authorize the Acting Mayor to sign the Agreement.**

7.7. ENTITLEMENT ASSURANCES AND CERTIFICATIONS

RECOMMENDED ACTION

It is recommended City Council authorize the President of the Council to sign the required Assurance and Certification forms for submission, along with the Annual Action Plan.

7.8. TRANSIT TRANSFER CENTER CONSTRUCTION - FINAL PAYMENT

RECOMMENDED ACTION

It is recommended City Council approve the final payment for the Transit Transfer Station Construction at 205 1st Street SW to Rolac Contracting, Inc., in the amount of \$23,268.90.

7.9. MOSQUITO INSECTICIDE SOLE SOURCE APPROVAL

RECOMMENDED ACTION

It is recommended City Council approve the sole source procurement of AMVAC's (AMGUARD) Trumpet EC insecticide to be used for this year's mosquito spray missions.

7.10. 3RD STREET BRIDGE REPAIR - APPROVE PLANS AND SPECIFICATIONS; AUTHORIZE THE CALL FOR BIDS

RECOMMENDED ACTION

It is recommended City Council approve plans and specifications for the project and authorize the call for bids.

7.11. COST PARTICIPATION AND MAINTENANCE AGREEMENT WITH NDDOT FOR 16TH ST SW INTERCHANGE REHABILITATION

RECOMMENDED ACTION

It is recommended City Council approve the CPM agreement with the NDDOT and authorize the Mayor, City Attorney and Finance Director to sign the agreement.

7.12. ADVERTISING AGREEMENTS WITH SKY DANCER CASINO & RESORT AT AIRPORT

RECOMMENDED ACTION

It is recommended City Council approve the advertising contracts between Sky Dancer Casino & Resort and City of Minot located at Minot International Airport and authorize the Mayor to sign the contracts.

7.13. 2025 WATERMAIN REPLACEMENT - NW ALLEYS - AWARD OF BID

RECOMMENDED ACTION

- 1. It is recommended City Council award the bid for the 2025 Watermain Replacement - NW Alleys Project to Post Construction, Inc. for the lowest bid of \$334,108.00;**
- 2. Authorize the Mayor to sign contract documents on behalf of the City; and**
- 3. Approve the budget amendment on first reading to allocate the**

funds.

- 7.14. APPROVE EMERGENCY VEHICLE OPERATOR COURSE (EVOC) TRAINING CONTRACT WITH THE NORTH DAKOTA STATE FAIR ASSOCIATION

RECOMMENDED ACTION

It is recommended City Council approve the contract with the North Dakota State Fair and authorize the Mayor to sign.

- 7.15. FIRSTLINK 988 CALL TRANSFER

RECOMMENDED ACTION

It is recommended City Council approve the MOU with FirstLink and authorize the Mayor sign the agreement.

8. ACTION ITEMS

- 8.1. REALLOCATION OF WATER/SEWER CAPITAL FUNDS

RECOMMENDED ACTION

It is recommended City Council approve the reallocation of funds for a capital purchase to buy items that address a more urgent need for the Water/Sewer Department.

- 8.2. APPROVAL OF THE 2026-2030 CAPITAL IMPROVEMENT PLAN

RECOMMENDED ACTION

It is recommended City Council approve the 2026-2030 Capital Improvement Plan

- 8.3. ALCOHOLIC BEVERAGE LICENSE

RECOMMENDED ACTION

It is recommended City Council approve the Basecamp Indian Kitchen, LLC dba the Basecamp Indian Kitchen (1425 24th Ave SW Ste 5) Supper Club license for May 19, 2025 to December 31, 2025 contingent on the approvals of the Minot Police Department, Inspections Department, Fire Department, and Chief of Police; along with waiving the 2025 annual fee.

- 8.4. MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR FLOCK SERVICES

RECOMMENDED ACTION

- 1. It is recommended City Council approve the Master Services**

- Agreement with Flock Group Inc.;**
2. Approve the draft policy; and
3. Authorize the Mayor to sign the document.

9. PERSONAL APPEARANCES
10. MISCELLANEOUS AND DISCUSSION ITEMS
11. LIAISON REPORTS
12. ADJOURNMENT

Proclamation

Mayor Proclaims May 18-24 National Public Works Week “People, Purpose, Presence”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Minot, N.D.; and,

WHEREAS, these infrastructure, facilities and services are provided through the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to the well-being of our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Minot to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in our community; and,

WHEREAS, 2025 represents the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association, with the theme of “People, Purpose, Presence.”

NOW, THEREFORE, DO I, Mark Jantzer, Acting Mayor of the City of Minot, hereby proclaim the week of May 18-24, 2025, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies that pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our local and national health, safety, and quality of life.

Mayor Proclaims May 18-24 as National Public Works Week

Mark Jantzer, Acting Mayor, City of Minot

City of Minot City Clerk

Minot City Council 2025 Legislative Briefing

May 19, 2023

2025 LEGISLATIVE SESSION

- * Adjourned Sine Die around 4am on Saturday morning, May 3rd
- * Wrapped up on 74th Day of Session
- * Saved 6 days to call back into session
- * 1021 bills and 68 resolutions introduced (1089 total: highest number since 2009)
- * 615 bills passed both chambers
- * Governor vetoed 4 in entirety / no partial vetoes (as of May 19th). Has until May 23rd for further consideration of bills.
 - * All vetoes sustained, none overridden
- * 2025 Legislature passed a record **\$20.3 billion**, two-year budget (2.6% increase over 2023-25)
 - * Includes nearly **\$6.25 billion** in state general fund spending (**up \$150 million** from previous biennium, but **less than 2013-15 record general fund of \$6.8 billion**)

2023 LEGISLATIVE SESSION

Dominate Topics

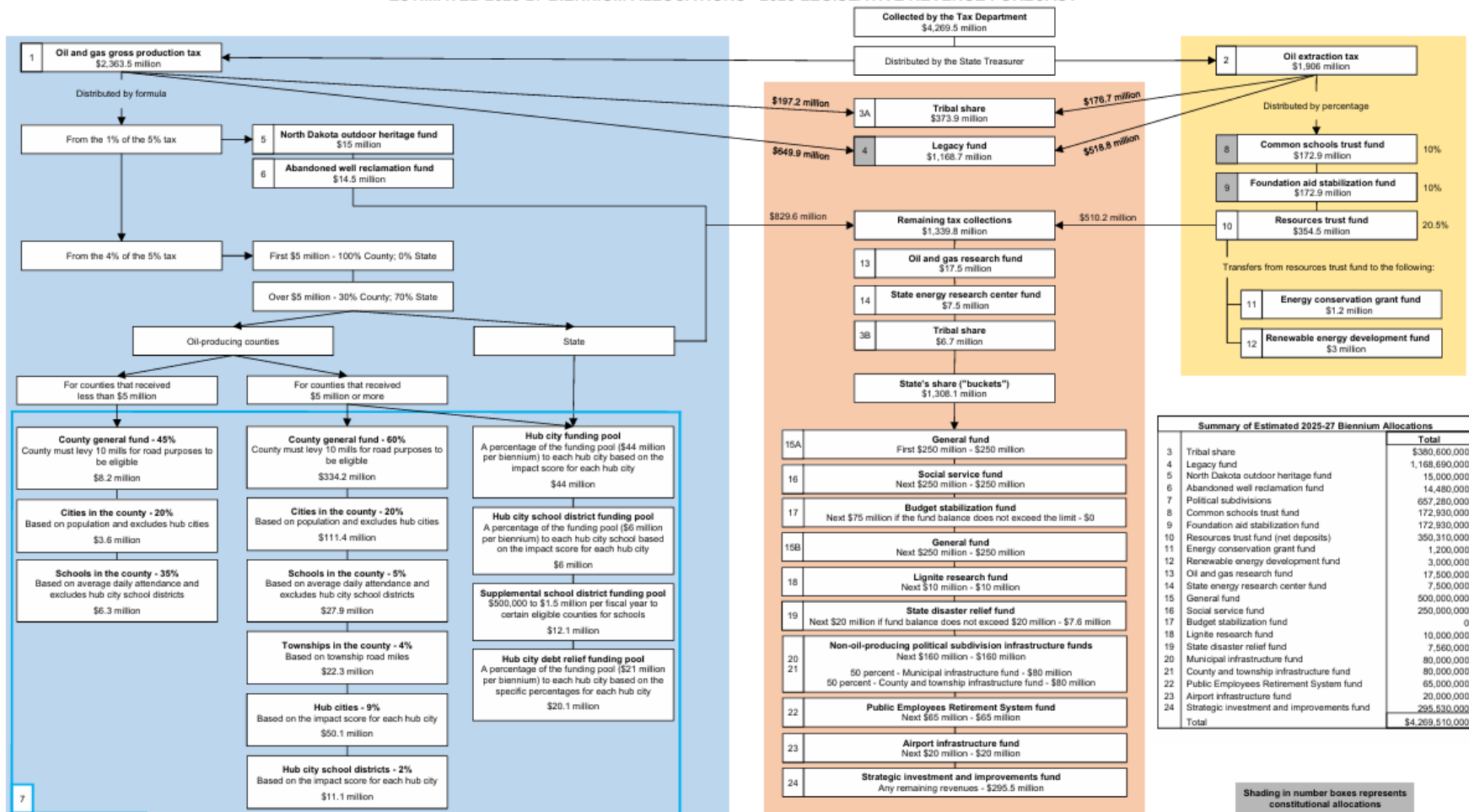
- Tax relief: A property tax relief package of \$408m
- K-12: \$3.06b in K-12 funding, cell phone ban, charter schools approved
- Higher Ed: \$3.37b for higher education
- Water: \$562.86m in water supply funding, \$117.6m for flood control (\$106.86m for NAWS, \$81.1m for MREFP (up from \$76.1m)
- New State Hospital - \$300m
- Prison Overcrowding - \$28.4 million payments to county / regional jails, \$35m for Heart River Correctional Facility
- Property Rights: eminent domain, setbacks, rare earth development
- Cultural issues: bill included abortion, access of minors to books and material with sexually explicit content.

HUB CITY FUNDING

Oil & Gas Tax Distribution

May 2025

ESTIMATED 2025-27 BIENNIUM ALLOCATIONS - 2025 LEGISLATIVE REVENUE FORECAST



NOTE: The amounts reflected in these schedules are estimates for August 2025 through July 2027 for illustration purposes only. The actual amounts allocated for the 2025-27 biennium may differ significantly from these amounts based on actual oil price and oil production.

OIL & GAS PRODUCTION TAX DISTRIBUTION HUB CITY IMPACT SCORE

Mining, quarrying, and oil & gas extraction = MQOG

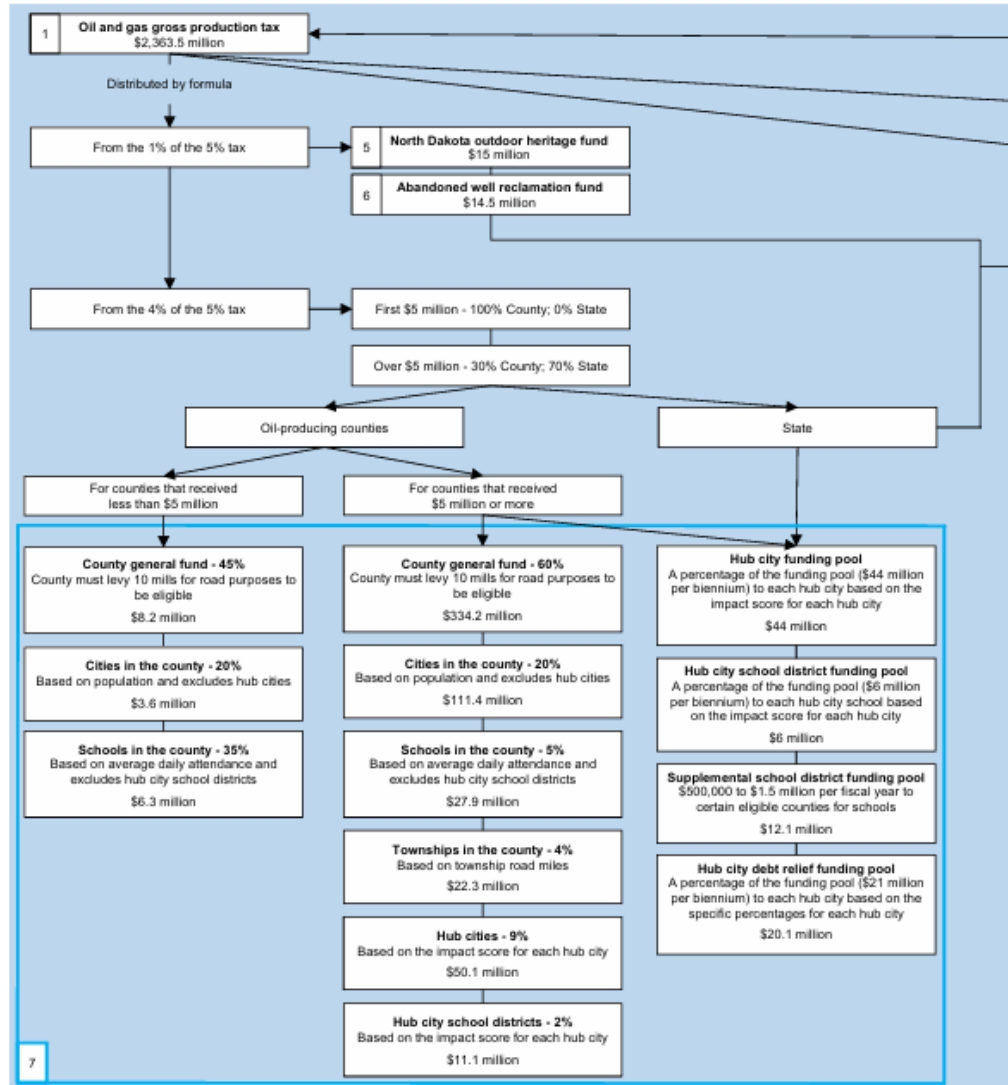
- HUB City's % of MQOG employment
- Average of MQOG employment relative to total employment of all industries in each county for all the counties in the human service region in which the HUB City is located
- % of establishments engaged in MQOG relative to total establishments of all industries in the county in which the HUB City is located
- % of oil production in the human services region in which the HUB City is located
- % change in population in last five years
- % change in population in last five years for the county in which the HUB City is located

OIL & GAS PRODUCTION TAX DISTRIBUTION Legislative Assumptions

- FY 2026 - 1.15 million barrels per day - \$59.00 per barrel
- FY 2025 - 1.1 million barrels per day – decreasing from \$59.00 per barrel to \$57 per barrel

Oil & Gas Tax Distribution

May 2025



4/5 GPT Formula

- According to the State Treasurer's Office, based on:
 - Legislative assumptions for production and price
 - Minot's Impact Score assumed at 12.90 (increase from 12.10 in 2023 estimate)
- The formula should generate approximately **\$6.32 million in FY 2026 and \$5.84m in FY 2027** for City of Minot
- **TOTAL = \$12.16 million for the biennium as a Conservative Estimate**

4/5 GPT Formula

- Increasing the price per barrel of oil by \$10 over the biennium and holding other assumptions the same
- The formula would then generate approximately \$7.41 million in FY 2026 and \$6.85 million in 2027 for City of Minot
- TOTAL = \$14.26 million for biennium estimate

4/5 GPT Formula

- **SUMMARY 4/5 GPT FORMULA:**
- **Conservative Case: \$6.08 million per year average**
- **Aggressive Case: \$7.13 million per year average**
- **Range: \$12.16m to \$14.26 million estimate for biennium**

SB 2323

HUB City Debt Relief Pool

- **SB 2323- HUB City Debt Relief Pool:**

- Creates a new **Energy Impact Grant Fund** to allocate oil and gas gross production tax revenues to hub cities. Provides debt relief funds for oil-impacted cities **Minot, Williston, Dickinson** in addition to existing Hub City direct distributions.. Roughly \$10.5 million per year will be pooled and granted for infrastructure debt reduction – Minot is slated to receive about **\$1 million each year** of the biennium from this fund. Includes a requirement for cities to demonstrate effective use of funds and report outcomes.
- **Minot Impact: Direct financial benefit.** Minot will receive an extra ~\$2 million over the biennium to pay down debt from oil-boom-era infrastructure projects. This frees up local revenue for other needs and can reduce Minot's reliance on property or sales tax for capital expenses. The city will need to comply with any reporting requirements to retain funding, but overall this is a welcome boost to Minot's finances and infrastructure budget.

- **9.93% of \$21m = \$2,085,300**

TOTAL BOTH 4/5s GPT Formula & HUB City Debt Relief Pool

- **Range: \$14.245m to \$16.345 million estimate for biennium**

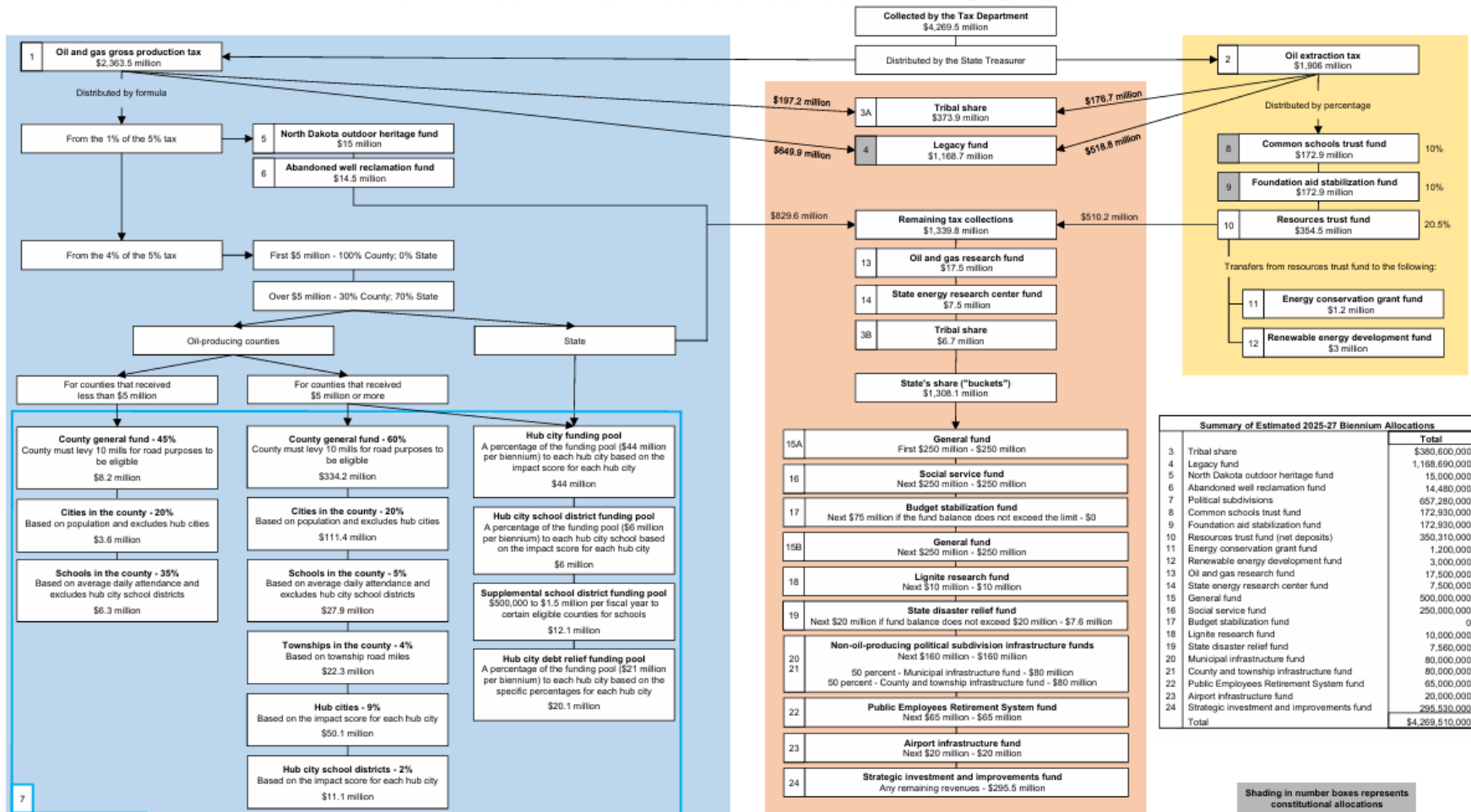
Department of Water Resources Budget

House Bill 1020

Oil & Gas Tax Distribution

May 2025

ESTIMATED 2025-27 BIENNIUM ALLOCATIONS - 2025 LEGISLATIVE REVENUE FORECAST



NOTE: The amounts reflected in these schedules are estimates for August 2025 through July 2027 for illustration purposes only. The actual amounts allocated for the 2025-27 biennium may differ significantly from these amounts based on actual oil price and oil production.

Department of Water Resources Budget

HB 1020 included appropriation of water commission funding (from the oil & gas extraction tax) into project funding categories or "buckets":

- a. \$562.86m for water supply
 - \$106.86m for NAWS
- b. \$117.6m for flood control projects
 - \$81.1m for Mouse River flood control
- c. \$18m for general water
- d. \$10m for discretionary water project funding
- e. \$260m line of credit (\$50m for SW pipeline project, \$210m for cash management)
- e. \$100m BND line of credit to water infrastructure revolving loan fund
 - For local project cost share loans
 - City expects to tap for up to \$40m

Mouse River Enhanced Flood Protection

Legislative Intent:

- 2023-2025 guaranteed funding level: **\$76.1m**
- 2025-27: guaranteed funding level: **\$81.1m**
- Remaining potential: **\$223.3m**
- **TOTAL** **\$380.5m**

Note: Will need to have discussion with policy-makers in the future about impact of recent super-inflation above projections.

Mouse River Enhanced Flood Protection

- SB 2020 SUMMARY:
- 2023-2025 guaranteed funding level: **\$81.1m**
- **May apply for funding over this amount**
- Legislative Intent:
 - Commencing with the 2023-25 biennium, that the state water commission may not approve state funding in excess of a total of **\$380.5m** without legislative approval. Approved \$76.1m in that biennium.
 - *“Excluding the funding provided for Mouse River flood control projects prior to the 2023-25 biennium, the state water commission may not approve state funding for the Mouse River flood control project in excess of a total of \$380,500,000 without legislative approval. It is the intent of the sixty-ninth legislative assembly that of the \$304,400,000 yet to be designated, \$81,100,000 is provided from funds appropriated to the department of water resources for flood control in section 1 of this Act”*

Northwest Area Water Supply

State Funding:

- \$106.86m NAWS appropriation – **SB 2020**

Operating Fund Federal Dollars:

- HB 1020 creates a **special “Biota Water Treatment Plant Operating Fund”** for NAWS.
 - This fund will collect all federal dollars provided for operating NAWS’s biota treatment plant
 - Money in this fund is continuously appropriated, meaning it can be used for NAWS plant operations without needing further legislative approval.

Restructured Water Topics Overview Committee

- Statute amended to change “Duties” to “Powers and Duties”
- Committee must review and prioritize any water project seeking $\geq$ \$10 million in state cost-share
 - Reviews due by May 31 of even-numbered years
 - Recommendations go to Appropriations Committees
- If bypassed by a legislative bill, the committee still must review such projects during session

Restructured Water Topics Overview Committee

- Authorized to solicit and study draft legislation during the interim
- Continues collaboration with the State Water Commission
 - Can hold joint meetings
- Must track and report:
 - Project expenditures
 - Fund balances
 - Project prioritization methods

Restructured Water Topics Overview Committee

- Legislative Management directed to study:
 - Use of earmarked, multi-biennium water project funding
 - The committee's "appropriate involvement" in prioritization
- Report due to 2027 Legislature
- *Implication:* Water Topics Committee becomes gatekeeper for large-scale water funding and planning

Restructured Water Topics

Overview Committee

- **Water Project Cost-Share Policy:** Another required interim study will review the **state's cost-share policy and financial planning for water projects.**
- Essentially, the Water Commission will analyze whether the current cost-share formulas and projected funding will meet water project needs through the year 2039, and how to handle maintenance or project shortfalls.
- They'll recommend strategies if funding gaps are identified.
- *Implication:* By planning out to 2039, the legislature is trying to ensure sustainability of funding for big infrastructure.

TAX & FINANCE

HB 1176 – Property Tax Relief (Legacy Fund)

- **HB 1176 Summary: Major property tax relief and reform package** using Legacy Fund earnings.
- Creates a **\$1,600 annual primary residence credit** for homeowners (more than tripling the current \$500 credit).
- Funds the credit (~\$409 million for 2025–27) with earnings from the \$12 billion Legacy Fund.
- Caps future local property tax budget increases at **3% per year** across all property types (with carryover of unused capacity up to 5 years).
- Expands the renter's refund and the disabled veterans' credit.
- Declares an emergency, making relief effective for the 2025 tax year.

HB 1176 – Property Tax Relief (Legacy Fund)

- Passed House 86–4 and Senate 46–0 on the final day of session.
- **Status: Signed by Governor Armstrong on May 2, 2025.**
- **Now law**, effective for upcoming tax bills.

HB 1176 – Property Tax Relief (Legacy Fund)

- **Minot Impact:**
- Minot homeowners will receive up to \$1,600 off their property taxes each year, greatly reducing tax burden.
- Minot's city budget growth will be constrained by the 3% cap, requiring the city to prioritize spending and possibly seek voter approval for larger increases.
- The state relief funds (from Legacy earnings) will replace local tax revenue, helping Minot maintain services while cutting local taxes.

SB 2201 – Primary Residence Tax Credit Adjustment

- **SB 2201 Summary:**
- Adjusts the **existing primary residence credit** (which was \$500, now \$1600 to apply to homeowners who did not own their home directly, but rather through other vehicles--for example, via a trust.
- Retroactive for homeowners in his situation.

HB 1139 – Sales Tax

Exemption for Fire Departments

- **HB 1139 Summary:** Provides a **state sales tax exemption for purchases by fire departments**. This appears to include volunteer fire departments and municipal fire departments, exempting them from paying sales tax on equipment, trucks, and supplies used for firefighting and emergency response. Effective immediately for new purchases.
- **Status:** Passed House and Senate; **Signed into law** (March 2025).
- **Minot Impact:** *Savings for public safety.* The Minot Fire Department will no longer pay state sales tax on its purchases, stretching its budget further. For example, buying a \$1 million fire truck now saves the ~5% sales tax (\$50,000) which can be reallocated to gear or facilities. This directly reduces local taxpayer burden for funding fire equipment.

HB 1281 – Fuel Tax Refunds for Fire Departments

- **HB 1281 Summary:** Establishes a state **motor fuel tax refund** program for fuel purchased by fire departments (including volunteer and municipal fire departments). Covers gasoline, diesel, and aviation fuel taxes used in emergency response vehicles and equipment. Effective immediately, meaning departments can apply for refunds on fuel used for public safety operations, easing their operating costs.
- **Status:** Passed Legislature unanimously; **Signed into law** (effective August 1, 2025).
- **Minot Impact:** *Savings for local fire services.* Minot Fire Department will be eligible to reclaim state fuel taxes paid for its fire trucks and emergency generators. Over a year, this can save the city thousands of dollars, freeing up Fire Department budget for training, equipment, or other needs. Enhances support for first responders in Minot.

SB 2074: Updated Reporting Rules for Infrastructure Grants

- **SB2074 Summary:**
- **New Population Threshold:**
 - Only cities with 1,000+ population must file infrastructure grant reports
- **Reporting Deadline & Process:**
 - Due Nov. 30 of even-numbered years (e.g., 2022, 2024...)
 - Must include:
 - Grant amount received and spent
 - Description of completed projects
 - 15-day extension available upon request
- **Penalties for Noncompliance:**
 - Late/missing reports = 2-year grant ineligibility
 - Improper spending = future grant reduction
- **Transparency Provision:**
 - Reports posted publicly by State Treasurer
- **Purpose:**
Promote **accountability and transparency** in local use of infrastructure grant funds

STATE AND LOCAL GOVERNMENT

SB 2180: Public Comment Requirement for Local Government Meetings

- **SB 2180 New Mandate:**
All cities, counties, school boards, park districts, townships, and water boards must allow **public comment at regular meetings**
- **Submission Rules:**
 - Commenters must submit **name and address in writing**
 - **Address remains confidential**
- **Reasonable Limitations Allowed:**
 - **Time limits** per speaker or total period
 - Comments must relate to **agenda items** (current or previous meeting)
- **Policy Required:**
Governing body must adopt a **public comment policy** addressing:
 - Relevance, decorum, and legal boundaries
 - Prohibited content (e.g., defamatory, harassing, confidential, or already covered by other processes)
- **Goal:**
Promote **transparency and public input** while ensuring **orderly meetings**

SB 2324: Streamlined Amendments to Home Rule Charters

- **SB 2324 New Authority for Cities & Counties:**

May amend home rule charters **by resolution** (no vote) when changes are:

- **Legally required** due to legislative preemption or court rulings

- **Conditions for Use:**

- Resolution must **cite legal authority**
- Amendment must be **published** (official newspaper or website) within **30 days**
- **Filed with Secretary of State**

- **Limitations:**

- **New powers still require voter approval**
- Only procedural/legal compliance updates qualify for no-vote amendment

- **Goal:**

Ensure **timely compliance** with state law or court decisions without delaying governance

HB 1142 – Liability Caps for Government Entities

- [HB 1142 Summary:](#)
- **Increased Damage Caps (Through June 30, 2026):**
 - \$468,750 per person (up from \$375,000)
 - \$1,875,000 per occurrence (up from \$1 million)
- **Permanent Limits Starting July 1, 2026:**
 - \$500,000 per person
 - \$2 million per occurrence
- **Key Changes:**
 - Replaces former **annual inflation adjustments** with fixed caps
 - Keeps existing **immunity protections** for discretionary acts, public duties, and exempt claim types
- **Applies to:** State of ND and political subdivisions (e.g., cities, counties, school districts)

HB 1500: New Rules for Nonconforming Structures

•HB1500 Summary:

•**Allows Rebuilding of Damaged Residential Structures**

- Applies even if damage exceeds 50% of value
- Must apply for a permit within **6 months** and start work within **1 year**

•**Rebuilt Structure Must:**

- Stay within **original footprint, height, and square footage**
- Maintain parking**, meet **building/fire codes**, avoid encroachment
- Not endanger public health** or violate public right-of-way

•**Additional Limits:**

- No expansion** unless zoning compliant
- Relocation allowed only if zoning compliant**

•**Local Control Preserved:**

- Cities may adopt **less restrictive rules**
- Floodplain structures must comply** with national standards

SB 2069: Modernizing Legal Notice Requirements

- **SB2069 Dual Publication Requirement:**
Legal notices must be published in a newspaper **and posted online:**
 - On the **statewide public notice site** (ND Newspaper Association)
 - On the **newspaper's own website**
 - **At no extra cost** to the entity placing the notice
- **New Online Posting Options:**
 - **State agencies may request immediate online posting**
 - If print publication fails, online posting can **still be legally valid**
- **Error Protection:**
 - **Minor website errors** by newspapers **do not invalidate** a notice
- **Goal:**
 - Expands public access to notices while preserving transparency

HB 1106: Funding for Flexible Public Transit Services

- **HB 1106 provides a \$2 Million Appropriation:**
Allocated from the **general fund** to the **ND Department of Transportation**
- **Purpose:**
 - Support **nonfixed route public transportation providers** (e.g., paratransit, demand-response)
- **Biennium Covered:**
 - July 1, 2025 – June 30, 2027
- **Target Populations:**
 - Seniors, individuals with disabilities, rural residents lacking fixed-route access
- **Goal:**
Expand access to **flexible, responsive transit options** across North Dakota

SB 2254: Paratransit Grants & Fixed Route Transit Study

- **SB 2254 One-Time Grant Funding:**
 - **\$2 million** from the general fund to **DOT** for **paratransit services**
 - Applies to **fixed route city transportation providers** (2025–2027 biennium)
- **Interim Legislative Study Required:**
 - Study **funding needs** of fixed route city transit systems
 - Focus on:
 - **Population growth**
 - **Economic development**
 - **Workforce access**
 - **Healthcare transportation**
- **Proposed Funding Formula:**
 - Legislative management must **develop and recommend a funding model**
 - Report due to the **70th Legislative Assembly**
- **Purpose:**
Support accessible transit for individuals with disabilities and modernize urban transit funding strategies

HB 1577: Wastewater Infrastructure Grant Program

- **HB 1577 New DEQ-Administered Grant Program:**
 - Covers up to **60% of project costs**
 - Prioritizes projects with **lost federal funding** or **ready-to-start status**
- **Eligible Entities:**
 - Cities, counties, townships, water & recreation districts
- **Funding Details (2025–27 Biennium):**
 - **\$9.7M line of credit** via Bank of North Dakota
 - **\$7.8M and \$1.9M** allocated for grant awards
- **Additional Provisions:**
 - **Repayment required** if overlapping federal funds are received
 - Declared an **emergency measure** – effective immediately
 - **Interim study** ordered on creating a **permanent wastewater fund**
- **Goal:**
Help local governments **upgrade or build wastewater systems** and ensure long-term funding solutions

HB 1226: Expanded Ban on Masked Group Gatherings

- **HB 1226 New Offense Added:**
 - It is now a **Class A misdemeanor** to **conceal one's identity** while **gathering with others who are also masked** in a public place
- **Existing Law Still Applies:**
 - Wearing masks to **intimidate, threaten, or commit crimes** was already prohibited
- **Exceptions Preserved:**
 - **Halloween, masquerade events**, and similar traditional uses are **explicitly allowed**
- **Penalty:**
 - Class A misdemeanor – up to **1 year in jail and/or a fine**
- **Purpose:**
 - Prevent **anonymous group gatherings** that may pose public safety concerns

HB 1454: Vaccine Mandate Opt-Out Requirement

- **HB 1454 New Statewide Opt-Out Rule:**
Government entities **must provide opt-out options** for any required vaccine based on:
 - **Health** reasons
 - **Religious** beliefs
 - **Philosophical** objections
- **Applies To:**
 - **State agencies**
 - **Political subdivisions**
 - **Public institutions**
- **Education & Child Care Settings:**
 - Must follow existing opt-out procedures in **NDCC § 23-07-17.1**
 - Includes **schools, daycares, Head Start, nursery schools**
- **Purpose:**
Ensures **personal choice and autonomy** in vaccination decisions across all public settings

HB 1487: Minot State Facility Construction & Land Transfer

- **HB 1487 Land Transfer Authorized:**
 - **1.25 acres in Ward County** transferred from DOT to **Office of Management and Budget (OMB)**
- **Facility Construction Funding:**
 - OMB may borrow **up to \$5.6 million** via **line of credit** from Bank of North Dakota
 - Funds used to **build a facility in Minot** for lease to state agencies
 - Interest rate **limited to standard state government rate**
- **Repayment & Budgeting Provisions:**
 - If used, OMB must seek **deficiency appropriation** from 70th Legislative Assembly
 - Funds may **carry over into 2027–2029 biennium** (exempt from lapse rules)
- **Effective Immediately:**
 - Declared an **emergency measure**
- **Purpose:**
Support **state agency facility needs in Minot** with flexible funding and coordinated land use

SB 2083: Sensitive Images Classified as Exempt Records

- **SB2083 Defines “Sensitive Image”** as one showing:

- Exposed intimate body parts
- Gruesome injuries
- Deceased individuals
- Minors

- **Exempt Record Status:**

- Public entities **may withhold** these images
- Disclosure is **discretionary**, unless another law requires release

- **Purpose:**

- Protects **privacy and dignity** of individuals depicted
- Prevents automatic public release of **traumatic or intrusive content**

HB 1346: Updates to Off-Highway Vehicle (OHV) Regulations

- **HB1346 New & Clarified Definitions:**
 - Adds definition of “**peace officer**”
 - Refines definitions for **OHV classes** (by size, weight, and design)
 - Clarifies OHVs **exclude electric bicycles**
- **Local Control Expanded:**
 - **Cities and counties** may now **regulate, restrict, or prohibit OHV use** within their boundaries
- **Penalty Increases:**
 - General infraction fine: **\$10 → \$20**
 - Specific infraction fine: **\$20 → \$50**
 - **Fee reduction still available** if proof of registration is shown after violation
- **Purpose:**
Strengthens local authority and **enhances enforcement tools** for OHV-related issues

HB 1522: Expanded Local Control Over Golf Cart Use

- **HB1522 Summary:**

- **Removes Old Limits:**

- Eliminates restriction that golf carts only travel **during daytime** and **to/from golf courses**

- **New Rule:**

- **Prohibits nighttime operation** of golf carts under city ordinances

- **City Ordinance Authority Preserved:**

- Cities still control where/when golf carts can operate
 - Golf carts remain **exempt from title, registration, and equipment rules**

- **Highway Restrictions Maintained:**

- **No travel on state, federal, or county highways**, except for **perpendicular crossings**

HB 1329: Study of a Statewide Government Spending Database

- **HB 1329 Interim Study Ordered (2025–26):**
Legislative Management to explore creation of a **comprehensive public spending database**
- **Database Features to Be Studied:**
 - **Payment details:** amounts, dates, recipients, paying entities
 - **Curriculum info** for K–12 school spending
 - **Searchable, downloadable, with data aggregation tools**
 - Use of **standardized codes** (e.g., U.S. Census categories)
 - Include **anonymous salary data**
- **Training Considerations:**
Study will assess training needs for **school boards, superintendents, principals, and business managers**
- **Outcome Due:**
Findings and draft legislation to be presented to the **70th Legislative Assembly**
- **Goal:**
Improve **transparency** and **public access** to detailed government spending data

MUNICIPAL COURTS, LAW ENFORCEMENT, & FIREARMS

HB 1032: Municipal Court Overhaul

HB 1032 New Legal Framework for Municipal Courts

- **Unified System:**
Allows cities to create municipal courts as part of the **state's unified judicial system**
- **Jurisdiction & Authority:**
 - Hear **city ordinance violations**
 - **Cannot hear** serious charges like domestic violence or repeat traffic offenses
- **Judge Qualifications:**
 - Cities <5,000 population: Judges **do not need to be attorneys**
 - Cities 5,000+: Judges **must be licensed attorneys**
- **Operational Provisions:**
 - Covers **judge selection, court staffing, case transfers, appeals, and indigent defense**
 - Sentencing alternatives permitted
 - All **finances and fees** go to the **city's general fund**

HB 1032: Municipal Court Overhaul (cont.)

City Options and Long-Term Changes

- **City Decision-Making Authority:**
 - Cities may choose to:
 - **Maintain** their municipal court
 - **Transfer** cases to district court
 - **Abolish** the municipal court (under defined conditions)
- **Administrative Rules & Compliance:**
 - Establishes standards for **court administration** and procedural uniformity
 - Courts must follow **state-defined protocols**
- **Major Transition by July 1, 2026:**
 - All municipal courts become **courts of record**
 - Brings formal legal status and documentation standards
- **Purpose:**
Ensure consistency, professionalism, and clarity in how local courts operate statewide

SB 2382: New Law Targeting Vexatious Litigation

- **SB 2382** Defines “Vexatious Litigant”:
 - Repeatedly files **meritless lawsuits or motions**
 - Tries to **relitigate resolved issues**
 - Has been **declared vexatious** by another court
- **Court Remedies:**
 - Court may issue a **prefiling order** requiring **court approval before new filings**
 - Must impose **litigation costs** and **reasonable attorney fees** on the vexatious filer
- **State Tracking:**
 - Clerks must submit orders to **State Court Administrator**
 - A **roster of vexatious litigants** will be maintained
- **Effective Immediately:**
 - Declared an **emergency measure**
 - Supreme Court must adopt **implementation rules**
- **Purpose:**
Prevent abuse of the legal system and **protect courts and parties from harassment or waste**

HB 1194: Strengthening Laws on False Reports to Law Enforcement

- **HB 1194 Expanded Legal Definition:**

- Changes reference from “**person**” to “**individual**” throughout statute
- Clarifies it’s a **Class A misdemeanor** to:
 - Give false info that **interferes with investigations**
 - **Falsely report crimes of violence** or emergency incidents

- **New Reporting Duty for Law Enforcement:**

- Officers who have **probable cause** to suspect a **vexatious false report** must **report it to** 1

- **Terminology Update:**

- Defines “**security official**” as a public servant responding to public safety emergencies
- Updates language to improve legal clarity

- **Purpose:**

- Discourage **intentionally misleading reports**
- Prevent **waste of law enforcement and emergency resources**

HB 1303: Ban on “Sanctuary City” Policies in North Dakota

•**HB 1303 Prohibited Local Policies:**

Cities, counties, schools, and state agencies **may not:**

- Restrict communication with **federal immigration agencies**
- **Grant special rights** to unauthorized immigrants
- Block federal custody transfers or **citizenship inquiries** by law enforcement

•**Enforcement Process:**

- **Attorney General issues opinion** if a violation is suspected
- Subdivision has **30 days to appeal or correct** the policy
- If violation confirmed, **state funding is withheld**

•**Sanctuary Compliance Fund:**

- Withheld funds go into a **new state fund**
- May be **reallocated to compliant jurisdictions**

•**Any violating policy is void by law**

•**Purpose:**

- Enforce **full cooperation with federal immigration enforcement** through legal and financial pressure

SB 2132: Tougher Penalties for Careless Driving Around Emergency & Road Crews

- **SB 2132 Higher Base Fine:**
 - Careless driving fine increased from \$30 → \$100
- **Enhanced Penalties for Harm or Damage:**
 - Additional penalties if careless driving **injures**:
 - Emergency responders
 - First responders' assistants
 - Operators of snow removal or emergency vehicles
 - Penalty also applies if driver causes **\$4,000+ damage** to:
 - Snow removal equipment
 - Authorized emergency vehicles
- **New Definitions Added:**
 - **Snow removal equipment** includes highway maintenance vehicles in winter use
- **Purpose:**

Strengthens protections for **public safety and infrastructure personnel** through stricter enforcement

HB 1588: Updates to Dangerous Weapons & Concealed Carry Laws

- **HB 1588** Expanded “Dangerous Weapon” Definition:
 - Increases knife blade length threshold from **5 to 6 inches**
- **Public Gathering Exceptions Added:**
 - Allows concealed carry in places like **churches** with leadership approval
 - **Standardizes rules for security personnel**
- **Concealed Carry License Changes:**
 - **Max testing fee raised** from \$50 → \$100
 - Allows **digital ID/license images**
 - Clarifies duty to **inform law enforcement** if carrying
- **Updated Penalties & Fees:**
 - Some violations reclassified as **noncriminal offenses**
 - **\$100 fee** for unlawful carry at a gathering
 - **\$20 fee** for failure to show permit when requested
- **Purpose:**
Provide **greater regulatory clarity and flexibility** while maintaining public safety

MILITARY

HB 1033: Concurrent Jurisdiction on Military Installations

- **HB 1033** New Process Established:
Allows North Dakota to share legislative jurisdiction with the federal government over **military bases**
- **Governor's Role:**
 - May accept requests from a base's **principal officer**
 - Request must include:
 - **Installation location**
 - **Legal authority of requestor**
 - **Jurisdiction purpose**
- **Documentation & Record-Keeping:**
 - Acceptance must be **documented in writing**
 - Submitted to the **Secretary of State** for official records
- **No State Liability Assumed**
 - The arrangement **does not transfer legal or financial liability** to the state
- **Allows Local–Federal Agreements:**
 - State agencies and political subdivisions may form **reciprocal agreements** with federal entities
- **Purpose:**
Strengthens **collaborative governance** and legal clarity on military properties in ND

SB 2398: Protecting Military Bases Through Compatibility Planning

- **SB 2398 Creates Military Impact Zones**
 - Defined areas surrounding **military installations**
 - Boundaries set by **compatible use studies** based on each base's mission
- **Defines “Encroachment”:**
 - Includes **noise, urban growth, airspace conflicts**, and other actions that **disrupt military operations**
- **Military Compatibility Committees:**
 - May be created by the **Agriculture Commissioner**
 - Include **local governments + voluntary participation** from base commanders
 - Guide **zoning, land use, infrastructure, and energy project decisions** near bases
- **Purpose:**
Coordinate local development to **protect operational readiness** and **prevent conflicts** with military missions

ELECTIONS AND PETITIONS

SB 2269: Changes to Local Recall Petition & Election Laws

- **SB2269 Higher Signature Thresholds:**

- **Recall petitions now require 35%** of voters (up from 25%)
- **15 qualified sponsors** required in cities/school districts over 250 population/enrollment

- **Standardized Petition Process:**

- **Must state reason for recall**
- **Must be pre-approved by Secretary of State** within 5–7 business days
- **90 days to collect signatures** after approval

- **Recall Election Timing:**

- **Held 95–105 days after certification**, unless overlapping with a scheduled election
- **No recall within 1 year** of regular election
- **Only one recall per term** allowed

- **No Candidates = No Recall:**

- **If no one files to run**, recall is void and **official remains in office**

- **Goal:**

Ensure **clear, consistent, and deliberative recall process** across local government

HB 1165 – Election Notices & Municipal Voter Registration

- **HB 1165 Summary:**

- **New Definitions & Clarifications:**

- “Complete residential address” now defined
- “Candidate” now includes anyone soliciting donations or circulating petitions

- **Voting & Ballot Rules:**

- **Absentee/mail ballots must arrive by polls closing**, not just be postmarked
- **Write-in deadline extended** from 4 to **21 days** before election
- Updated rules on **ballot rotation** and **sample ballot publication**

- **Election Administration Changes:**

- **No private funds** or outside entities may assist in election administration
- County auditors must mail ballot applications for all elections

- **Repealed Provisions:**

- Eliminates outdated laws on municipal voter registration & election notices

HB 1297: Ban on Alternative Voting Methods

- HB1297 Summary:

- **Prohibits** the use of:

- **Approval voting** (vote for as many candidates as desired)
- **Ranked-choice voting** (rank candidates by preference in rounds)

- **Applies to All Elections:**

- Local, state, and federal
- **voids any local ordinance** attempting to authorize such systems

- **Amended Authority Sections:**

- Updates city and county election powers to reflect the new ban

- **Impact:**

- **Standardizes traditional voting methods** statewide
- Prevents local experimentation with nontraditional voting systems

HB 1307: Clarifying Home Rule Election Authority

- **HB1307 Summary:**
- **Limits Home Rule Powers:**
 - Home rule cities and counties cannot override state election laws
 - Election ordinances conflicting with state law are void
- **Preserves General Home Rule Authority**, but not for election administration
- **Park District Provision:**
 - Park boards may **match city petition signature thresholds** if city modifies them
- **Technical Edits Included:**
 - Section renumbering
 - Cleanup of outdated election authority language
- **Impact:**
 - **Reinforces statewide consistency** in election law
 - Clarifies legal boundaries for home rule charters and local ordinances

HB 1482 – Bond & Debt Election Requirements

HB 1482 Summary:

- **No More Special Elections:**
 - City, county, school, and park district bond and debt-limit votes **must be held during statewide primary or general elections.**
- **Advance Coordination Required:**
 - Local governments must **notify county auditors 64 days in advance** and **coordinate election logistics** (e.g., ballots, canvassing).
- **Plain Language Updates:**
 - Modernized terms and clarified references (e.g., “qualified voters of the city” vs. “thereof”).
- **Ballot Format Flexibility:**
 - Bond questions may appear **on the same physical or electronic ballot** as other election items, if clearly separated.

HB 1138: Bond Election Timing Reform

- [HB 1138](#) Summary:
- **Extended Notice Requirement:**
 - Bond elections now require 64 days' notice (up from 20), aligning with regular election timelines.
- **No More Quick Special Elections:**
 - Effectively eliminates fast-tracked bond votes — elections must follow standard advance scheduling.
- **Clarified Procedures:**
 - Election wording modernized ("submitted for approval").
- **Polling places must be within the municipality.**
- **Replacement procedure added for absent election officials.**
- **Effective August 1, 2025**

EMINENT DOMAIN

SB 2379: New Survey Notice Rules in Eminent Domain Cases

- **SB 2379 Stronger Landowner Notification Requirements**
 - Surveyors must send **certified mail notice at least 30 days before entry**
 - Notice must include:
 - Project name, type, route, and timeline
 - Contact info and nature of the survey work
- **Notice Validity & Renewal:**
 - If survey isn't done within **90 days**, a **new notice** must be sent
- **Landowner Protections:**
 - Entry **does not create liability** unless there is **negligence, wantonness, or malice**
 - Surveys must prioritize **maximum public benefit** with **minimal private harm**
- **Purpose:**
Enhance **transparency and fairness** for landowners in public use projects involving eminent domain

WORKFORCE & ECONOMIC DEVELOPMENT

SB 2009: State Fair Appropriation & Infrastructure Funding

- **SB 2009 Total Appropriation (2025-27):**
 - \$2,192,833 total
 - \$642,833 from the General Fund (premium support)
 - \$1,550,000 from the Strategic Investment and Improvements Fund (capital projects)
- **Designated Uses:**
 - \$642,833 – Maintain existing premiums
 - \$750,000 – **Campground rest facility** (with 2:1 state/local match)
 - \$800,000 – **Safety & security infrastructure**
- **Additional Provisions:**
 - Campground & safety funds are **one-time/emergency funding**
 - **Report required** to the 70th Legislative Assembly on fund use
 - **Repeals old NDCC section** on fair facility O&M costs
- **Goal:**
Support State Fair operations and **improve visitor infrastructure and safety**

HB 1602 –PERS DC Option

- **HB 1602 Summary:**
- Allows political subdivisions (cities, counties) to opt into the **NDPERS defined contribution retirement plan** for their employees.
- **Impact:** The City of Minot could choose to join the PERS defined contribution plan for new hires or all employees. City leadership will need to evaluate. The law empowers Minot to make that choice.

LIBRARIES

SB 2307: Regulation of Explicit Materials in Public and School Libraries (VETOED)

- SB 2307 was **vetoed** by the Governor. The bill summary included:
- By Jan 2026, libraries and school districts must:
 - Review and relocate explicit materials away from minors
 - Adopt policies and review procedures
 - Submit compliance reports to Legislative Management
- **K-12 Digital Resources:**
 - Must include filters blocking explicit content
 - Payments can be withheld from noncompliant providers
- **Enforcement:**
 - Violations may trigger state's attorney review, funding penalties, or prosecution

2025-2027 Interim

Interim Studies & Committees

2025-27 Interim Studies

- Legislative Management meets Wednesday, May 28th.
- Will choose which discretionary studies they will move forward with.
- Will form and assign both mandatory and discretionary studies to interim committees.
- Expect a report of studies from me that may impact Minot
- Will track and participate in relevant studies during the interim.

Minot City Council 2025 Legislative Briefing

May 19, 2025

QUESTIONS?



TO: Acting Mayor, Mark Jantzer
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: May 19, 2025

City Manager:

Budget development is in full process. Departments are preparing their budgets. Budget alternatives are a flat budget (to FY2025 budget), a 3% decrease budget, and a 3% increase budget. More supplemental information and detail is also required this year.

The Police Chief hiring process continues. Four candidates have been invited to interview for the position on May 28th. A couple of interview panels are being assembled and Aldermen Pitner and Blessum have been asked to represent the Council on the panels. There will also be a public meeting where each candidate will provide a presentation, meet with any of the public, and answer questions. Anyone who participates in the public meeting will also be able to provide feedback through an online survey. The meeting will take place in the early evening and further information will be released by the City's PIO office soon.

Meetings attended included: Two afternoons with Assessor's Office staff conducting residential property assessments; Economic Development Plan Review Committee meeting; Meals on Wheels deliveries; Community Economic and Development leader's communication meeting; monthly communication meeting with Parks Director; weekly communication meeting with Acting Mayor Jantzer; and various other project and staff communication meetings.

**Public Works
Operations Director, Bryan Banfill**

PUBLIC WORKS ADMINISTRATION: This month, Operations have begun developing the 2026, 2027, and 2028 budgets and are looking at ways to reduce costs across all Public Works Operations departments. The team is reviewing past data to find trends for better budgeting of unpredictable items like vehicle maintenance and facility costs. They are also examining best practices to formalize within the organization and highlight areas for process improvement initiatives to enhance long-term efficiency.

ROSEHILL CEMETERY:

Rosehill Cemetery is actively addressing the challenges posed by decreasing plot and columbarium niche availability, currently operating at 96.27% burial plot capacity with just 1,065 plots left in the developed sections. In response to the growing demand, plans are underway to develop additional sections, which will add a substantial 15,283 plots for future needs. The columbarium, now at 86.81% capacity, has only 19

niches available, prompting efforts to integrate new columbaria sections in 2025. Plans to procure additional columbaria niches are underway utilizing the appropriations for 2025. This will increase the availability of niches in 2025 which should provide additional available niches to the community for their needs for the next 4-6 years. As for this past month's revenues, the Cemetery has seen a notable April revenue stream of \$25,890.00, which includes sales from 14 plots, 2 niches, 13 burial fees, and 1 vault storage fees. Stone setting and mowing has started with one seasonal worker hired so far. Preparations for Memorial Day are starting as well.

PROPERTY MAINTENANCE DEPARTMENT:

In April, the Property Maintenance department completed 169 work orders, consisting of 30 preventative maintenance (PM) and 139 non-preventative maintenance (Non-PM) tasks. The PM work primarily involved critical tasks such as checking filters and cleaning equipment, while the Non-PM efforts still required snow and ice removal from sidewalks and parking lots, as well as responding to HVAC service requests. The team continues gearing up for the spring cooling season by preparing equipment for start-up. The new cooling tower for the Police Complex was scheduled for replacement May 7th. The strategic placement of new security cameras at City-owned parking structures has been confirmed, along with the necessary electrical preparations. Work continued addressing the security deficiencies identified in the Department of Homeland Security's assessment reports. Bollards were installed at City Hall south main entrance and securing the natural gas service meter to the building. Coordination with the contractor's material staging was completed for the grant-matched LED lighting upgrade. The Team continues to be involved with the Broadway Circle complex regarding the department's role/responsibilities, site maintenance, HVAC service and facility maintenance prior to awarding a contract recipient to run the facility. There are appliances that require final hook ups that are the city's responsibility and will be completed once final inspections are scheduled.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

The Street Department has started its sweeping schedule beginning in Northeast (May 6-16), Northwest (May 20-30), Southwest (June 3-13) and Southeast (June 17-27). If an area is completed earlier than what the schedule says, sweepers will move on to the next quadrant. Citywide cleanup took place on April 28 through May 2. Overall, the event was a success. Grass crews will start mowing later this month. Patch crew have been working on gravel and recycled asphalt alleys. Hot mix plants are opening soon to start patching on roadways that we have identified. The salt and sand storage facility at the Public Works compound in back in full swing. The department anticipates completion in mid to late June. Lastly, the Storm Sewer crew has been performing maintenance with the Vactor truck in certain neighborhoods throughout the City. Contractors have been tasked to repair 3 catch basins recently after the winter thaw.

TRANSIT DEPARTMENT:

April brought continued ridership growth in our transit system. 9,127 passengers used our service this month bringing the total for the year up to 35,881. We are holding steady at a 25% increase in transit ridership over the same period last year. With the release of the new paratransit certification guidelines staff have been fielding numerous questions on these changes and has provided an in-person training opportunity to agencies

such as Independence Inc., Minot Housing Authority, and the local North Dakota Vocational Rehabilitation office. The newly appointed Mobility Manager has received 120 applications for paratransit services. She is currently evaluating each application and certifying individuals that will be eligible to use this service. Additional information regarding the status of paratransit (City sponsored & Souris Basin Transit provided) and Demand Response (Souris Basin Transit) is forthcoming in the next few weeks.

FLEET DEPARTMENT (CT SHOP):

In April, the maintenance team effectively addressed 136 work orders, with 49% designated for unscheduled repairs, reflecting the ongoing need to maintain an aging fleet. Impressively, 50% of these work orders were completed within 24 hours, and 58% within 72 hours, showcasing the team's efficiency. As we move forward, significant efforts will concentrate on finalizing a comprehensive fleet management plan, which includes refining the model for the vehicle and equipment replacement fund (VERF) to aid in future financial planning. Additionally, enhancements to the asset management software will improve data accuracy, while tracking factors and predictive algorithms will be refined to evaluate fleet status more effectively. The next steps involve finalizing these frameworks with the aim of city adoption by 2026, ensuring that our strategies for equipment replacement are proactive and aligned with the city's operational needs. Additionally, the shop floor/drain replacement project is complete with additional 6S (Process Improvement Initiatives) being reviewed to establish a more optimized workplace environment.

City Assessor Ryan Kamrowski

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

	April			Year to Date 2025		
	Sales	Median	Average	Sales	Median	Average
Residential	47	\$ 259,225	\$ 275,672	198	\$ 237,400	\$ 255,266
Residential Vacant Land	3	\$ 17,500	\$ 23,000	18	\$ 19,750	\$ 34,111
Commercial	3	\$ 240,000	\$ 363,333	11	\$ 499,027	\$ 670,424
Commercial Vacant Land	1	\$ 55,000	\$ 55,000	1	\$ 55,000	\$ 55,000

**Community Development Department
Director, Brian Billingsley**

INSPECTIONS DIVISION:

April 2025 Permit Information (April 2024):

- Total Permits Issued: 279 (282)
- Single-Family Homes: 5 (20)
- Multi-Family Permits (Units): 0 (6)
- New Residential Permits: \$1,668,868 (\$4,713,839)
- Residential Remodels: \$511,537 (\$264,780)
- New Commercial: \$3,004,495 (\$7,030,000)
- Commercial Remodels: \$3,353,518 (\$848,110)
- Valuations of all Permits: \$8,538,418 (\$12,856,729)

Notable Building Permits:

- Minot Park District – Gate Well Building – 623 E. Central – \$2,100,000
- Our Lady of Grace Church – Building Addition – 707 16th Ave. SW – \$1,620,000
- RHI Warehouse Addition – 825 Burdick Exp. W. – \$495,000
- First Western Bank and Trust – Exterior Remodel – 2200 15th St. SW – \$329,118
- Shop Building – New Construction – 3050 Highway 52 S. – \$600,000
- Adio Properties – Remodel for Eye Clinic – 1505 24th Ave. SW – \$250,000

Personnel Update:

None.

PLANNING DIVISION:

Planning Commission:

The Planning Commission did not hold a meeting in April. There were no applications to consider.

Development Review Team Meetings:

The Minot Development Review Team (DRT) held nine (9) DRT meetings during the month of April:

- 54th Ave. SE Storage
- Building Expansion – 3800 Burdick Expr. E.
- Prairie Crossing Subdivision – NW Minot
- St. Leo's Office Remodel
- Mobile Home Park – 4200 16th Ave. SE
- Mobile Home Park – 1037 42nd St. SE
- Cold Storage Building – 2626 Valley St.
- Blackwell Electric Building – 918 42nd St. SE
- Cornerstone Bank – 415 29th Ave. SW

Outdoor Dining Permits:

None.

Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director attended one Economic Development Plan Review Committee meeting.
- Director attended a Monthly economic developer's meeting with the Chamber EDC.
- Director attended a meeting with the Chamber EDC and Visit Minot to discuss data services.
- Director attended an alcohol licensing ordinance meeting.
- Director and staff kicked off the developer training program in April. Meetings will be held monthly through the month of September.
-

ECONOMIC DEVELOPMENT DIVISION:

Façade Improvement Program:

The Renaissance Zone Board did not hold a meeting in April. Project FI-11 (11 Central Ave. E) wrapped up and should be submitting invoices and cancelled checks in May.

Renaissance Zone Program:

The State of North Dakota issued final approval to M-71 (Ryan) and M-100 (Spectrum Fitness).

**NDR Program Manager
Chris Plank**

The NDR Grant Administrator attended the following meetings last month:

- **Engle Court Environmental Review with State**
- **IT/Nintex meetings to attempt to resolve Salesforce records display**
- **Department Head Meetings**
- **City Council Meetings**
- **Bi-Weekly NDR meetings**
- **Bi-Weekly Entitlement meetings**
- **Monthly acquisition meeting with SRJB/Attorney/Public Works**
- **Minot Commission on Aging meeting**
- **ND Homeless Coalition Meeting**
- **Minot Area Homeless Coalition Meeting**
- **Domestic Violence Meeting**
- **Presentation to Area Non-Profit agencies**
- **Budget meetings with Finance**
- **City Council Executive Session**
- **Broadway Circle Contract Meeting**
- **Monthly National Community Development Association Region VIII meeting**

Acquisitions:

Parkview Mobile Home Park

The eminent domain process will continue. The City Council reviewed and responded to a counteroffer provided by the owner's attorney. The City is waiting for a response.

All residents of the park have been relocated. Any Residents eligible for relocation assistance have been processed and relocated. There are three (3) mobile homes in the park the City owns. Testing for lead-based paint and a review of the structure will take place in the week of May 12, 2005. These units will be auctioned off this summer.

MI-4

Seven (7) acquisition offers, and two (2) relocation offers have been delivered as of May 10, 2025. Three (3) acquisition offers, and one (1) relocation offer are being presented in the week of May 12, 2025. ICF who assists CDM Smith with relocation offers, have been in Minot to assist in the location of comparable properties. This will allow more relocation offers to be completed.

MI-8

The last review of the appraisal for the commercial property located across from the zoo has been received and both the acquisition and relocation offer packages will be presented in the week of May 12, 2025.

Broadway Circle

Construction continues on the parking lot, playground, installation of the mailboxes and entrances. All inspections have been completed. The Certificate of Occupancy will be issued once the landscaping is completed. This is expected to be completed by the 16th of May 2025.

The development of an agreement between The City and Pathfinder Services of North Dakota continues.

Entitlement

Fiscal year 25 allocations were announced on May 14, 2025. The City of Minot will receive \$315,990 to be used for activities benefiting those who are low to moderate income.

The fiscal year (FY) 25 Annual Action Plan is posted for the required 30-day comment period. A Public Hearing will be held at the June 16, 2025. Council will be asked to authorize staff to submit the plan before the required date of June 24, 2025.

A subrecipient agreement with Minot Area Men's Winter Refuge and the Minot Commission on Aging (MCA) are being prepared for Council's approval. CDBG dollars will be used to assist in the utility payments for the shelter and to assist MCA with their Meals on Wheels Program.

Meetings were held with the Domestic Violence Crisis Center (DVCC). DVCC indicated a need for an upgraded security system along with the need for additional bathrooms including ADA accessibility.

Research into the possibility of assisting Souris River Transportation has been scheduled. Staff will gather information such as cost per ride, customers and other information to assist in the determination of eligibility.

Project BEE

City staff are waiting on a Confession of Judgement from Project BEE for the City's files.

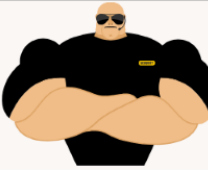
Engle Court

The City is a pass-through grantee for Beyond Shelter and Minot Housing Authority. There were a few changes that were recommended by the State before the submission HUD. After the revisions are completed, the Environmental Review will be placed for its required 15-day public comment period, followed by a Public Hearing. The date is still to be determined.

**Library,
Library Director, Zhaina Moya**

MINOT PUBLIC LIBRARY

Director's Report

	Building & Grounds AE will be sending a final letter to Rolac and then finance will close out the project and use the remaining funds to explore an alternative option. EAPC will present tot he library board at their may meeting
	Personnel • The Minot Public Library is fully staffed
	Budget • Per the City Manager and Finance Department Moya will be working on creating nine different budgets representing various financial scenarios over the next three years.
	Meetings & Events Moya attended the following meetings throughout the month: • 4/17- Library Board Meeting • 4/21- Regular City Council meeting • 4/28- 1:1 w/ City Manager • 4/29- Department AHead Meeting • 5/2- Library + Finance Children's Remodel Meeting • 5/13- Department Head Meeting
	Behavior Concerns • 5/23- Library staff found a mostly empty bottle of vodka in a brown paper bag in the relaxation station. Staff disposed of the bottle, but could not determine who brought it into he library.

**Public Works
Utilities Director, Jason Sorenson**

PUBLIC WORKS ADMIN:

The Utilities Director attended the weekly design and construction meeting for the various phases of flood control and NAWS that are under design and construction.

With legislative activity now complete, the SRJB will be allocated \$81.1 million for construction of flood protection and acquisitions. The SRJB will work to program funding of project design and construction for the next biennium.

All 2025 rehab projects have been bid and are either under construction or will be soon.

Water Treatment Department:

 Monthly Water Report	
APRIL 2025	
Water	
Raw Water Influent (gal)	174,355,000
Recycle Water (gal)	4,849,000
Facility Water (gal)	9,492,000
Total Water Treated (gal)	188,696,000
Distributed from City (gal)	51,961,000
Distributed from NAWS (gal)	119,311,000
Pumped Total (gal)	171,272,000
Chemical	
Ammonium Sulfate (lbs)	5,285
Carbon Dioxide (lbs)	75,005
Chlorine (lbs)	22,649
Coagulant (gal)	7,961
Fluoride (gal)	3,600
Lime (lbs)	653,509
Phosphate (lbs)	4,580
Waste Sludge to Landfill	
Truck Loads	149
Waste Sludge in lbs	2,825,000
Safe Drinking Water Act	
Bacteria (# Samples)	50
Total Chlorine Avg (MRDL)	2.84 mg/l
Finished Water Turbidty (NTU)	0.054

Water & Sewer Department:

CITY OF MINOT

2025 Water & Sewer Monthly Report/Task vs. Objectives

TASK	OBJECTIVE	Jan-25	Feb-25	Mar-25	Apr-24	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	TOTALS
Meetings		25	22	19	32									98
Service Calls	6,750	237	220	271	327									1,055
Inspections	150	0	0											0
After hours Calls (Foremen)		5	11	7	6									29
Lab Tests	6,500	100	100	100	100									400
Meters														
Install New Meters	100	3	3	4	4									14
Meter Changes	100	22	16	17	18									73
Delinquent Water Accounts		89	22	100	117									328
MXU Installations	100	2	3	2	1									8
Locates: water/sewer/storm	4,000	40	42	167	501									750
Hydrants														
Hydrant Inspections	1,150	0	0	28	110									138
Flow Hydrants(for sewer lines)		40	11	51	51									153
Install Hydrants	15	0	0	0	0									0
Hydrant Repair	180	4	0	3	6									13
Hydrant Flow Testing		0	0	0	0									0
Hydrant Meter Set		0	0	0	0									0
Hydrants Painted		0	0	0	0									0
Water														
Curb Stop Maintenance	40	3	1	1	5									10
Curb Box (riser repair)	100	1	2	0	0									3
GV exercising/inspections	2,000	0	0	0	0									0
Gate Valve Maintenance	24	0	0	1	0									1
Gate Valve (riser repair)	50	0	1	1	0									2
Gate Valves ON/OFF		16	12	25	25									78
Repair Water Main Breaks	40	4	3	7	2									16
Service Taps		0	0	0	0									0
Service Leaks		0	0	0	1									1
Hydrastopping	1	0	0	0	0									0
Haul Clay/dirt/gravel/snow	Days	5	0	4	0									9
PRV Maintenance	5	0	0	0	0									0
Install Insta-Valve	1	0	0	0	0									0
Sewer														
Televising (feet)	60,500	6,788	0	317	0									7,105
Clean Sanitary Sewer (feet)	140,000	10,000	4,009	5,704	3,578									23,291
Check/Flush Manholes	5,000	301	72	651	520									1,544
Inspect Sewer Lift Stations	2,080	168	42	42	42									294
Sewer Calls			0											0
Manhole Repair	50	0	0	0										0
Repair Sewers (feet)	30		0	0										0
Mowing/Snow Removal Hours	6,000	42	42	42	0									126

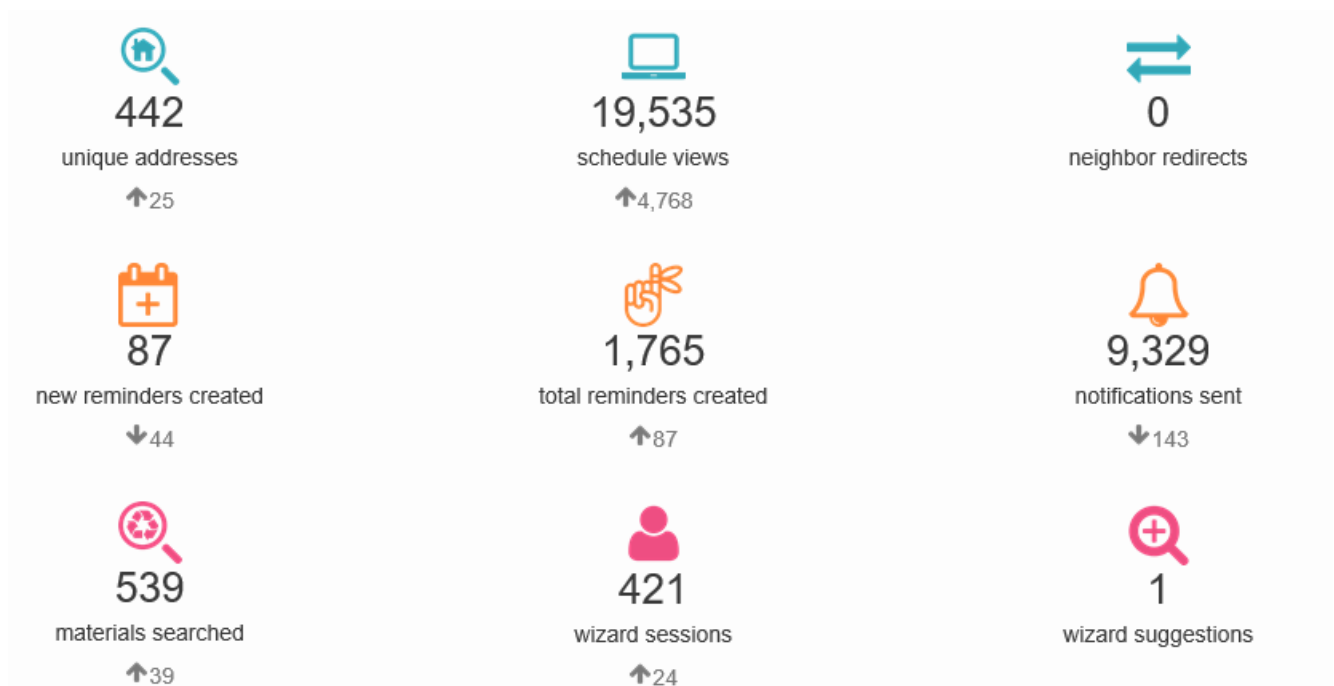
Landfill/Sanitation/Recycling:

As spring is upon us, operations from both departments have been steadily increasing as contractors are beginning projects and people are out working in their yards.

Landfill staff have installed a portable series of fence panels within the MSW disposal site on the cell 4 and 5 boundary line to add an extra layer of protection from windblown debris.

The landfill staff have spent a measurable amount of time picking paper with the assistance from the collection crew in removing windblown debris from the winter months.

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



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

Views	Title
73	Tablet
70	Flyers
67	Hangers (Plastic)
40	Christmas Tree (Natural)
21	Projector
19	String and Twine
14	Printer
10	Pizza Box (Greasy)
10	Antifreeze
9	DVD Player

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

MSW – 6624.97 Tons of that City trucks picked up 1,114.89 tons

Single Stream Recycling – 95.16 Tons

Inert – 3117.68 Tons

Lime – 1412.50 Tons

Trees – 513.61 Tons

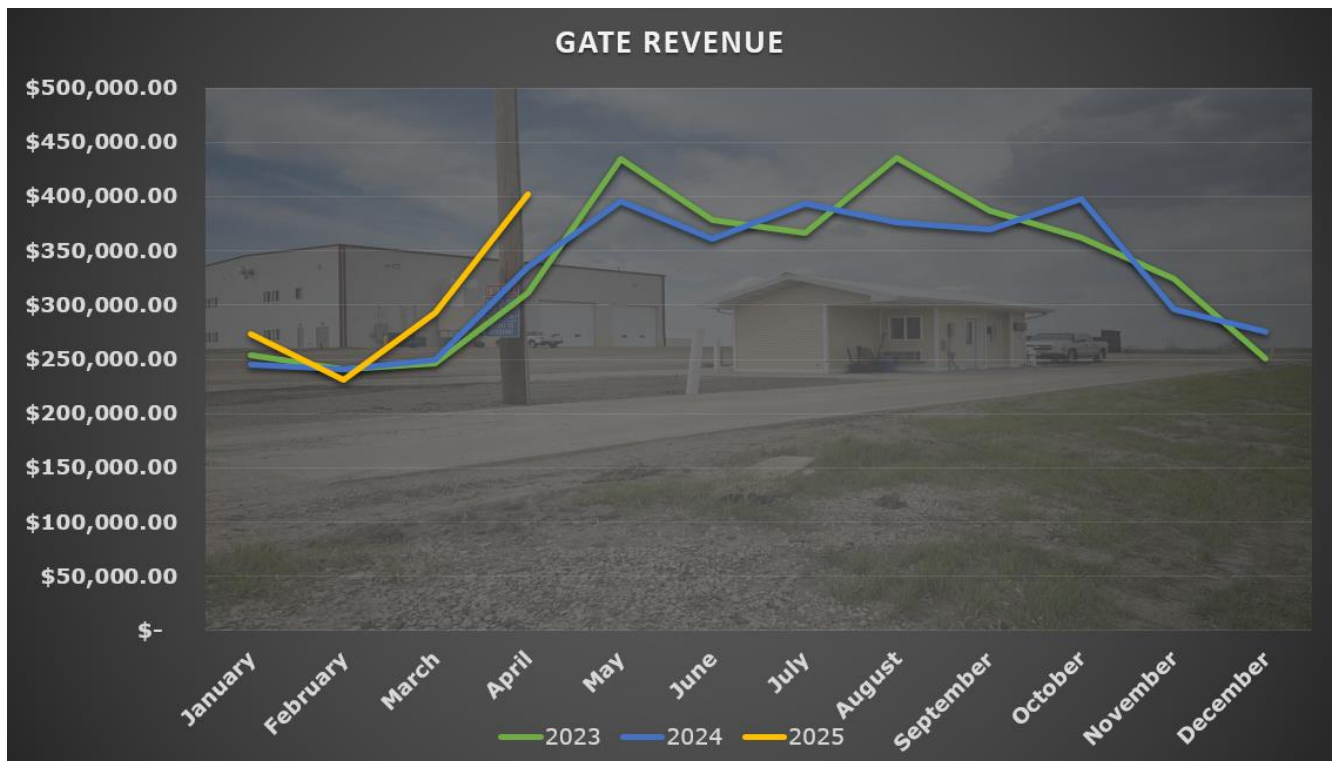
Trees Given Away for Firewood – 12.51 tons

Total number of landfill tickets generated – 5567

April's gate collections were \$401,742.07 compared to \$335,170.71 in 2024.

There was a total of 37 C&D roll-off tanks set out for residential use

203 hours of man power picking paper this year



STEP-BY-STEP GUIDE TO THE NEW BUDGETING PROCESS



Construction of initial Budget Projection

Assumptions for salaries, benefits, insurance and utilities

Finance will populate these items with the following assumptions:

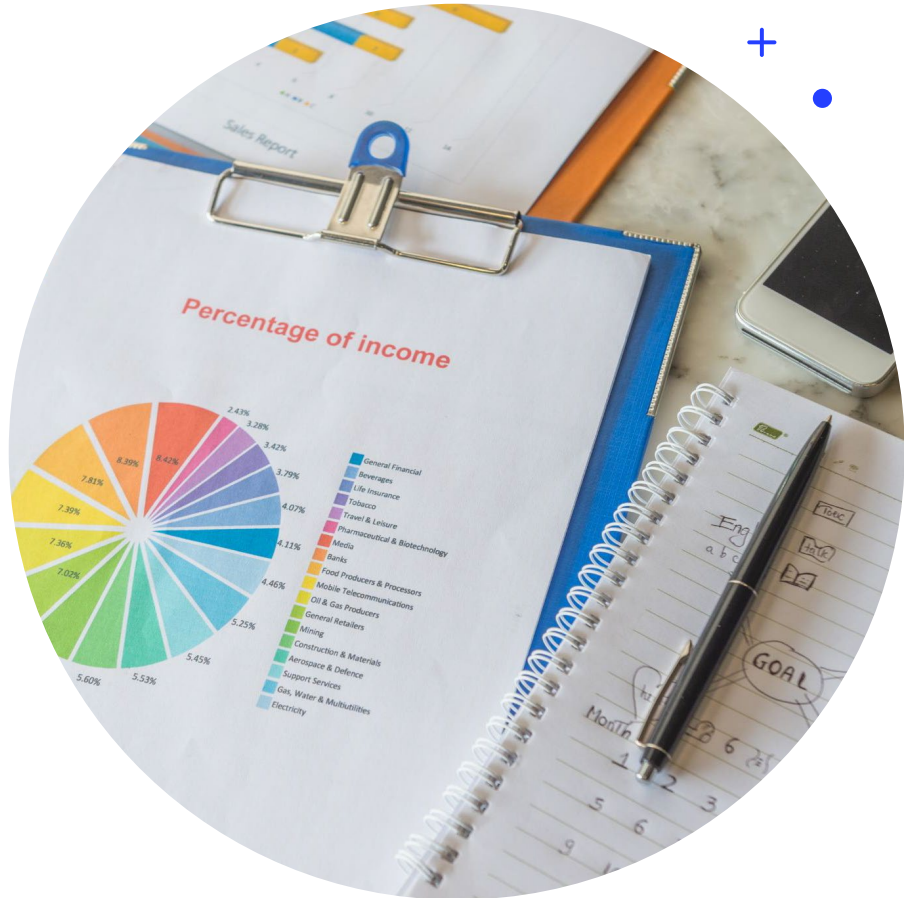
	2026	2027	2028
Salaries	5% increase	4% increase	4% increase
Health Benefit	8% increase	7% increase	7% increase
Short-Term Disability Benefit	15% increase	7% increase	7% increase
All other payroll benefits	5% increase	4% increase	4% increase
Utilities (natural gas, electricity, phone)	3% increase	3% increase	3% increase
Insurance premiums (auto, liability, building, etc.)	0% increase	3% increase	3% increase

Flat budget projection

Departments will complete the remainder of the operating budget projection to arrive at a flat budget YOY for 2026 and a 3% increase for 2027 and 3% increase for 2028.

Detail provided for each object code

Departments will provide line item detail for every object code and include anticipated impacts in the justification field.



Baseline budget will be exported into Excel worksheets to manipulate for 2027 & 2028

Account Type	Organization	Object	Project	Detail Type	Year	Line	Quantity	Amount	Description	Justification
E	10018000	41100		A	2026	10	1	\$1,110,352.95	2025 REVISED BUDGET PLUS 5% INCREASE	
E	10018000	41200		A	2026	10	0	\$0.00	2025 REVISED BUDGET PLUS 5% INCREASE	Cut to reduce budget. This work will need to go back to departments such as Police.
E	10018000	41300		A	2026	10	0	\$0.00	2025 REVISED BUDGET WITH NO INCREASE	Cut to 0 to reduce to flat budget.
E	10018000	42100		A	2026	10	1	\$221,549.04	2025 REVISED BUDGET PLUS 8% INCREASE	
E	10018000	42110		A	2026	10	1	\$643.65	2025 REVISED BUDGET PLUS 5% INCREASE	
E	10018000	42200		A	2026	10	1	\$1,120.35	2025 REVISED BUDGET PLUS 5% INCREASE	
E	10018000	42210		A	2026	10	1	\$14,868.00	2025 REVISED BUDGET PLUS 5% INCREASE	
E	10018000	42300		A	2026	10	1	\$30,789.15	2025 REVISED BUDGET PLUS 5% INCREASE	
E	10018000	42310		A	2026	10	1	\$6,958.35	2025 REVISED BUDGET PLUS 5% INCREASE	
E	10018000	42320		A	2026	10	1	\$89,857.95	2025 REVISED BUDGET PLUS 5% INCREASE	
E	10018000	42700		A	2026	10	1	\$8,943.55	2025 REVISED BUDGET PLUS 15% INCREASE	
E	10018000	42900		A	2026	10	1	\$4,774.35	2025 REVISED BUDGET PLUS 5% INCREASE	
E	10018000	43030		A	2026	60	1	\$15,450.00	Additional audit costs associated with GASB 87 and 96	LeaseQuery fees - \$350/year for new leases; \$150/year for each year after GASB 87: 63 Active (12/31/2023) - \$9,450 GASB 96: 5 Active (12/31/2023) - \$750 Include for new leases/SBITAs (15 new/year) - \$5,250
E	10018000	43030		A	2026	90	1	\$900.00	State Auditor's Office Single Audit Review	
E	10018000	43030		A	2026	100	1	\$64,200.00	Annual Independent Financial Audit Services Contract #300258	Anticipate 7% increase. Will go out for RFP in 25
E	10018000	43300		A	2026	20	1	\$1,500.00	Municipal Financial Advisor Services	PFM performs some of the continued disclosure requirements through EMMA database for our outstanding debt issuances
E	10018000	43900		A	2026	70	4	\$500.00	Sertoma Club of Minot Dues for Finance Director	\$125/quarter
E	10018000	43900		A	2026	80	1	\$1,000.00	GFOA Membership for Organization	New membership model launched in August 2025 with updated pricing structure based on entire agency vs. individual memberships for staff. See attached news release related to membership changes.
E	10018000	43900		A	2026	90	1	\$85.00	ND State Board of Accountancy Dues	\$85/annually Finance Director
E	10018000	43900		A	2026	110	0	\$0.00	ND CPA Society Dues	\$145/annually Finance Director Cut to reduce budget
E	10018000	44110		A	2026	10	1	\$1,154.00	2023/2024 ACTUALS WITH 4% INCREASE FOR USAGE AND RATES	Estimate based on average of 2023/2024 actuals with 4% increase between usage/rates
E	10018000	44210		A	2026	20	12	\$240.00	Document Shredding Services	\$20/month
E	10018000	44350		A	2026	110	13	\$2,076.36	VPN Network Access	per IT estimates 13 users - \$159.72/year
E	10018000	44350		A	2026	120	0	\$0.00	NIGP 11-Digit Commodity Code License Fee	Commodity codes built into ERP system for inventory management module (historically increases 4% annually) Estimated 2025 License Fee: \$2,511.60 x 1.04% = \$2,612.06 Cut to reduce costs- data will not be available to classify purchases.
E	10018000	44350		A	2026	130	15	\$6,615.00	Microsoft Office 365 Enterprise Apps License Fees	per IT estimates 15 users - \$441/year
E	10018000	44350		A	2026	150	15	\$507.15	Microsoft 365 Backup Licensing Fees	per IT estimates 15 users - \$33.81/year
E	10018000	44350		A	2026	170	15	\$810.00	Mimecast E-mail Security Subscription	per IT estimates 15 users - \$54/year
E	10018000	44350		A	2026	190	1	\$1,829.33	Application Xtender Software Support	Prior document depository for AR receipts, AP checks & invoices - must maintain software support until record retention timeframe has passed
E	10018000	44350		A	2026	200	2	\$1,400.00	2 users for Power BI and Copilot	

Construction of initial Budget Projection

Additional budget projections

Finance will download the data from the flat budget projection into a spreadsheet that departments will use to construct two additional projections.

-3% budget projection

Departments will complete the 2026 operating budget projection to arrive at a 3% decrease from 2025 Original Budget .

Departments will provide line item detail for every object code and include anticipated impacts in the justification field.

-3% budget projection

Departments will complete the remainder of the operating budget projection to arrive at a 3% increase YOY for 2027 and 2028.

Departments will provide line item detail for every object code and include anticipated impacts in the justification field.



Construction of initial Budget Projection

Additional budget projections

Finance will download the data from the flat budget projection into a spreadsheet that departments will use to construct two additional projections.

+3% budget projection

Departments will complete the 2026 operating budget projection to arrive at a 3% increase from 2025 Original Budget .

Departments will provide line item detail for every object code and include anticipated impacts in the justification field.

+3% budget projection

Departments will complete the remainder of the operating budget projection to arrive at a 3% increase YOY for 2027 and 2028.

Departments will provide line item detail for every object code and include anticipated impacts in the justification field.



Gathering and Analyzing Financial Data

Upload of budget projections

Finance will upload the spreadsheets into the Munis system.

Informed Decision-Making

Council will provide input regarding Department budget requests and review revenue projections.

Prioritizing Community Needs

Capital projects will be added to the budget projections based on priorities established through the CIP process.



Drafting and Revising the Budget Plan



Presentation of the Draft Budget

The Preliminary Budget will be presented to the Council.

Incorporating Stakeholder Feedback

President of the Council will offer suggested modifications and a Q&A session will be held.

Revisions of the Preliminary Budget

Revenue projections will continue to be evaluated during the budget process and necessary revisions will be made prior to adoption of the final budget.

PROGRESS TO DATE



Flat Budget Scenario

Was to be submitted by May 2nd

Was to include built in assumptions

Was to include detail and impacts for each line item

Submissions ranged from a grade of A- to F.

+3% and -3% Scenarios

Are due May 23rd

Is to include built in assumptions

Is to include detail and impacts for each line item

Submissions will need to be of higher quality than the Flat Scenario.

Necessity of this exercise

This exercise is necessary to identify the impacts of all reductions in the budget and any required reductions in service levels.

We need to plan further ahead than the upcoming year!

We need to evaluate current decisions with future impacts in mind. It does not make sense to implement a program today that won't be funded in future years.

Steps Required For Success

Accountability

Staff need to be accountable for the development and management of their budgets.

NEXT STEPS



Submission of +3% and -3% Scenarios by COB May 23rd.

- Refine revenue projections
- Evaluate impacts of each scenario on the organization
- Prioritize capital equipment requests – VERN funding
- Prioritize capital infrastructure projects
- Compile a list of program/service level changes for Council consideration.

Staff need to be accountable for the development and management of **their** budgets.

QUESTIONS





TO: Mayor and Members of the City Council

FROM: Harold Stewart, City Manager

DATE: May 19, 2025

SUBJECT: POLICE DEPARTMENT FACILITY

I. RECOMMENDED ACTION

It is recommended City Council table this item until the City Council/Police Department Budget review meeting in late June.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 701-857-4721

III. DESCRIPTION

A. Background

At the February 18, 2025 Regular City Council meeting the Council approved a motion to table the Police Department Facility discussion until May. Staff would like to present the information directed by Council during the Police Department/Council budget meeting at the end of June. A reduced scope and cost alternative was briefly provided as part of the CIP presentations/information in May but staff would like to have a more comprehensive conversation with Council.

B. Proposed Project

Seeking direction from Council regarding scope and budget for addressing facility needs at the Police Administration building (Legacy City Hall). A team of Police Department personnel have been developing remodeling concepts over the last few months.

C. Recommendation Detail

Council move to re-table this item until the Council/Police Department Budget review meeting in late June.

IV. IMPACT

A. Aspirations

Safe and Welcoming, Excellent and Connected

B. Service/Delivery Impact:

Not applicable at this time.

C. Fiscal Impact

Dependent on Council and community directive.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council could motion to schedule a Special Council meeting in May to discuss the item or place it on a Regular Council meeting in June.



TO: Mayor and Members of the City Council

FROM: Harold Stewart, City Manager

DATE: May 19, 2025

SUBJECT: HUMAN RESOURCES DIRECTOR APPOINTMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the appointment of Kelly Beck as the Human Resources Director, with a start date of June 3, 2025.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 701-857-4721

III. DESCRIPTION

A. Background

The City contracted with MGT to recruit a new Human Resources Director. The City received 21 applications, of which three were interviewed as finalists. A special thank you to Alderman Samuelson, ACM Joyce, Chief Kronschnabel, Dave Lakefield, and Ryan Miller (Chief HR Officer at Trinity Health) for participating on the interview panel. Feedback was also provided by the HR staff who met with candidates, and Jason Sorenson who provided a community tour to candidates.

The position has been offered to and accepted by Kelly Beck.

As per ordinance the appointment of any head of a department requires Council consent and approval ([Sec. 2-47. - Duties generally. | Code of Ordinances | Minot, ND | Municode Library](#)).

IV. IMPACT

A. Aspirations

Excellent & Connected

B. Service/Delivery Impact:

The Human Resources Department is a critical department to administer employee pay and benefits, as well as advocating for employee safety and needs. The HR Director also serves as the staff liaison to the Civil Service Commission.

C. Fiscal Impact

Position has been offered and accepted within the approved salary range, and is commensurate with Ms. Beck's training and years of experience.

Project Costs

Hiring salary is at a Step 9 of the salary range, \$108,692. Upon a successful completion of a one-year probationary period, all employees receive a two step increase which would take the salary to Step 11, \$114,194. The HR Director would be eligible for any organization-wide raises approved by the City beginning January of 2027.

Project Funding

Current HR Budget includes a \$132,430 for the HR Director wages.

VI. ALTERNATIVES

Council could decline approval and direct the City Manager to bring a different recommendation for appointment.

On May 6, 2025, a Regular Planning Commission Meeting of the Minot Planning Commission was held in the City Council Chambers, City Hall (10 3rd Ave SW). Chairman Offerdahl called the meeting to order at 05:30 PM.

1. ROLL CALL

Members Present: Tim Baumann, Kayla Johnson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick, Tanner Dockter

Members Absent: Erin Iverson, Darrik Trudell, Casey Erickson

City Staff Present: Brian Billingsley, Doug Diedrichsen, Dan Falconer, Hannah Hornberger, Corbin Dickerson

Others Present: John Van Dyke

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

3.1. INTRODUCTIONS AND DECORUM HANDOUT

4. PLANNING COMMISSION

4.1. APPROVAL OF THE MARCH 2025 REGULAR MEETING MINUTES

The motion to Approve the March 2025 Regular Meeting Minutes was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Johnson and carried by the following roll call vote: ayes: Tim Baumann, Kayla Johnson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick, Tanner Dockter; nays: None.

5. PUBLIC HEARING

5.1. CASE #2025-13 - EDEN ADDITION - PRELIMINARY PLAT & ZONING MAP AMENDMENT

Mr. Diedrichsen presented the staff report.

The Commissioners had a discussion.

Staff answered questions.

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

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on staff's recommendation and findings of fact was initiated by Planning Commission Representative Amick seconded by Planning Commission Representative Johnson and carried by the following roll call vote: ayes: Tim Baumann, Kayla Johnson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick, Tanner Dockter; nays: None.

5.2. CASE #2025-14 - 55TH CROSSING 3RD ADDITION - VARIANCE

Mr. Falconer presented the staff report.

The Commissioners had a discussion.

Staff answered questions.

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

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on staff's recommendation and findings of fact was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Longtin and carried by the following roll call vote: ayes: Tim Baumann, Kayla Johnson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick, Tanner Dockter; nays: None.

5.3. CASE #2025-15 - HIGHLANDS AT NORTH HILL 8TH ADDITION - PUD AMENDMENT

Mr. Diedrichsen presented the staff report.

The Commissioners had a discussion.

City staff answered Commissioners questions.

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

John Van Dyke, MPO Director, spoke on the history of the development and subdivision.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on staff's recommendation and findings of fact was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Longtin and carried by the following roll call vote: ayes: Tim Baumann, Kayla Johnson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick, Tanner Dockter; nays: None.

5.4. CASE #2025-16 - HIGHLANDS AT NORTH HILL 8TH ADDITION - PRELIMINARY PLAT & EASEMENT VACATION

Mr. Diedrichsen informed the Commissioners that the Easement Vacation portion of the application had been withdrawn and presented the staff report for the Preliminary Plat.

The Commissioners had a discussion.

City staff answered questions.

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

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

Commissioner Baumann voiced his favor for pedestrian access around the city of Minot.

The motion to Approve based on staff's recommendation and findings of fact was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Mennem and carried by the following roll call vote: ayes: Tim Baumann, Kayla Johnson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick, Tanner Dockter; nays: None.

6. MISCELLANEOUS AND DISCUSSION ITEMS

The August Planning Commission meeting coincides with Minot's special Mayoral election.

The motion to Reschedule August meeting to Wednesday, August 6th, 2025 at City Hall Chambers at 5:30pm was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Amick and carried by the following roll call vote: ayes: Tim Baumann, Kayla Johnson, Robert Kibler, Logan Longtin, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick, Tanner Dockter; nays: None.

Mr. Falconer informed the Commissioners that he had been approached about Minot's sign ordinances and would be bringing the conversation to the next Planning Commission meeting.

7. ADJOURNMENT

With no further business, Chairman Offerdahl adjourned the meeting at 6:29 pm.



TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: May 19, 2025

**SUBJECT: PUBLIC HEARING: CASE #2025-13 - EDEN ADDITION -
PRELIMINARY PLAT & ZONING MAP AMENDMENT**

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122

Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

This is a request to subdivide an agricultural property in the extraterritorial zoning jurisdiction for future rural residential use.

B. Proposed Project

The subject property address is 3001 62nd Ave NW.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

This is a request to subdivide an agricultural property in the extraterritorial zoning jurisdiction for future rural residential use.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



Planning Commission Staff Report

Application Date: 03/28/2025

Date of Staff Report: 04/17/2025

Date of Planning Commission Meeting: 05/06/2025

Staff Contact: Doug Diedrichsen, Principal Planner

Staff Recommendation: Approval

Case Number: 2025-13

Project Name: Eden Addition - Zone Change,
Prelim Plat

Current Legal Description: NE 1/4, NE 1/4, NE1/4
Section 33, Township 156, Range 83

Proposed Legal Description: Eden Addition Lot 1

Present Address: 3001 62nd Ave NW

Entitlements Requested: See Project Description

Owners: Richard Walker

Representative: Rob Berard, Ackerman Surveying

Present Zone(s): "AG" Agricultural District

Present Use(s): Single Family Home, Agricultural

Uses Allowed in Present Zone(s): See Chapter 2.2
for allowed and conditionally permitted uses
within each district.

Present Future Land Use Map Designation: Rural
Residential

Proposed Zone(s): "RR" Rural Residential

Proposed Use(s): vacant

Uses Allowed in Proposed Zone(s): See Chapter 2.2 for
allowed and conditionally permitted uses within each
district

Proposed Future Land Use Map Designation: No
Change

PROJECT DESCRIPTION:

Public hearing request by Richard Walker, owner for a request of a preliminary plat and zoning map amendment on a property zoned "AG" Agricultural District with the requested rezoning to "RR" Rural Residential District. The legal description for the property is NE 1/4, NE 1/4, NE1/4 Section 33, Township 156, Range 83, Ward County, North Dakota.

The subject property address is 3001 62nd Ave NW

An aerial, including the notification boundary, is provided in **Exhibit 1**.

BACKGROUND INFORMATION:

This is a request to subdivide an agricultural property in the extraterritorial zoning jurisdiction for future rural residential use. Since the lots will fall below the minimum acreage requirements for the “AG” Agricultural Zone (10 acres) a zoning map amendment to “RR” Rural Residential has been requested as to make the property size comply with their assigned zoning district.

The preliminary plat is provided in **Exhibit 2**.

The zoning and future land use map of the subject property and immediate vicinity is provided in **Exhibit 3**.

Site photos are provided in **Exhibit 4**.

STAFF ANALYSIS:

Zoning Map Amendment Analysis:

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

The subject property maintains the future land use designation of Rural Residential on the 2040 Future Land Use Map (2040 FLU Map). No Future Land Use map amendment is required for a zoning map amendment to “RR” Rural Residential district.

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

Section 9.1-7 H. relates to whether or not the proposed zoning map amendment is justified due to a change in conditions, error in the zoning map, or in order to fulfill the future land use map of the Comprehensive Plan. The request would align the current zoning with the FLU map designation. Section 9.1-7 H. 1 is satisfied.

The City and other agencies will be able to provide necessary public services and facilities to serve the proposed development. No city services are provided and any future services would only be provided at the expense of the property owner. Section 9.1-7 H. 2 is satisfied.

Section 9.1-7 H. 3 requires that the proposed zoning map amendment will not substantially diminish the condition or value of property in the vicinity. Staff finds no evidence that the amendment would diminish the value or condition of the adjacent properties. Section 9.1-7. H. 3. is satisfied.

Section 9.1-7. H. 4. requires the zoning change to be consistent with the purpose of the Land Development Ordinance of the City of Minot, the Comprehensive Plan, and other adopted plans and policies of the City. The proposed development must comply with all development standards within the Land Development Ordinance of the City of Minot. The zoning map amendment will align with the future land use map designation of Rural Residential within the 2040 Comprehensive Plan, therefore, Section 9.1-7. 4. is satisfied.

Subdivision Design Standards:

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

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

Section 10.3-1, requiring the proposed subdivision to be designed in accordance with the standards of Chapter 10.3, the Land Development Ordinance as a whole, and a list of various other plans and codes, is satisfied with any conditions as further elaborated within this section of the written report.

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout will not create lots that are unsuitable for development. Therefore, Section 10.3-2 is satisfied.

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

Section 10.3-4. A-F. relating to Street Names and Numbering is applicable and satisfied, as there are no additional streets proposed via this subdivision. Addressing will be assigned to each lot following completion of the final plat process, if approved.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as the proposed properties to be created will meet the minimum lot sizes of the respective district for which they will be zoned, if approved. In short, the lots meet the dimensional standards per Section 10.3-11.

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

The requirements of Section 10.3-13 relating to the dedication of right-of-way, easements, and street widths is satisfied with the dedication of right of way along 62nd Ave. NW and 30th St. NW.

Sections 10.3-14 related to sidewalks is not applicable.

Section 10.3-15 related to public utilities is not applicable

Section 10.3-21 relates to financial security provided to the City when infrastructure is being installed is not applicable.

Section 10.3-22 is satisfied, as the applicant is required to follow all City permitting processes for construction. This includes a storm water master plan (SWMP), payment of sewer connection fees, and meeting all floodplain development requirements.

Comments:

- a) There were no public comments at the time of writing this staff report.
- b) The application was distributed to city departments and external public agencies and no comment was received at the time of the writing of this staff report.

FINDINGS OF FACT:

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

- 1) The applicants have submitted a complete application.
- 2) The present zoning is “AG” Agricultural District and the 2040 Comprehensive Plan Future Land Use Map designates this area as Rural Residential.
- 3) The proposed zoning amendment satisfies the evaluative criteria of Section 9.1-7. H. 1. thru 4. of the Land Development Ordinance as explained in the Staff’s Analysis section of the written report.
- 4) The proposed preliminary plat meets the subdivision design requirements of Chapter 10.3, as applicable, subject to conditions as explained in the Staff Analysis section of the written report.

- 5) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether the zoning map amendments, and preliminary plat be approved, with or without conditions, or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

RECOMMENDATION:

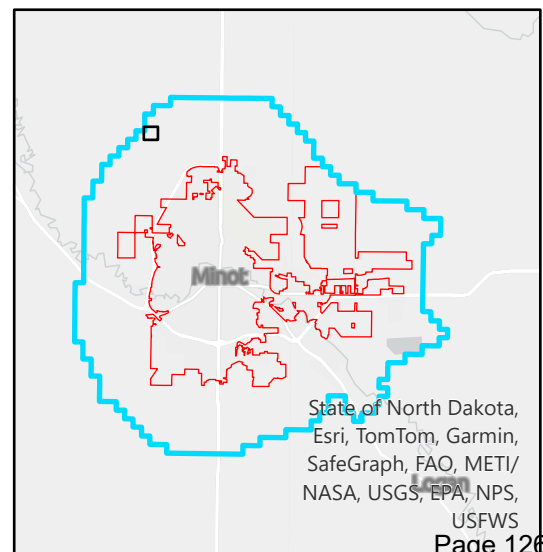
Staff recommends the Planning Commission adopt staff's findings of fact and recommend approval to City Council for:

- 1) A zoning map amendment from "AG" Agricultural District to "RR" Rural Residential District without conditions for Eden Addition Lot 1 and the remaining unplatted acreage.
- 2) A preliminary plat for Eden Addition without conditions.



0 220 440 880 Feet

-  Two Mile Boundary
-  City Limits
-  Case # 2025-13
-  Case # 2025-13 Notification Area



PRELIMINARY PLAT OF EDEN ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA
(BEING AN UNPLATTED PORTION OF THE NE1/4NE1/4NE1/4, SECTION 33, TOWNSHIP 156 NORTH,
RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)

62ND AVENUE NW

33' STATUTORY
RIGHT OF WAY

NW1/4
NE1/4NE1/4

LOT 1
(5.19 ACRES)

RIGHT OF WAY EASEMENT
DOC. # 627502

NE1/4
NE1/4NE1/4

33' STATUTORY
RIGHT OF WAY

SE1/4
NE1/4NE1/4

30TH STREET NW

NOTES:

FOR PLANNING PURPOSES ONLY. AREAS AND
DISTANCES SUBJECT TO FINAL FIELD SURVEY.
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.

A 10' UTILITY EASEMENT IS ON THE STREETSIDE
OF EVERY LOT UNLESS OTHERWISE NOTED.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS.

Scale 1" = 150'
0 75' 150'



- 40' DEDICATED RIGHT OF WAY

OUTLOT 7

OUTLOT BREAKDOWN
LOT 1 = 5.19 ACRES
ROAD R/W = 0.94 ACRES
TOTAL = 6.13 ACRES

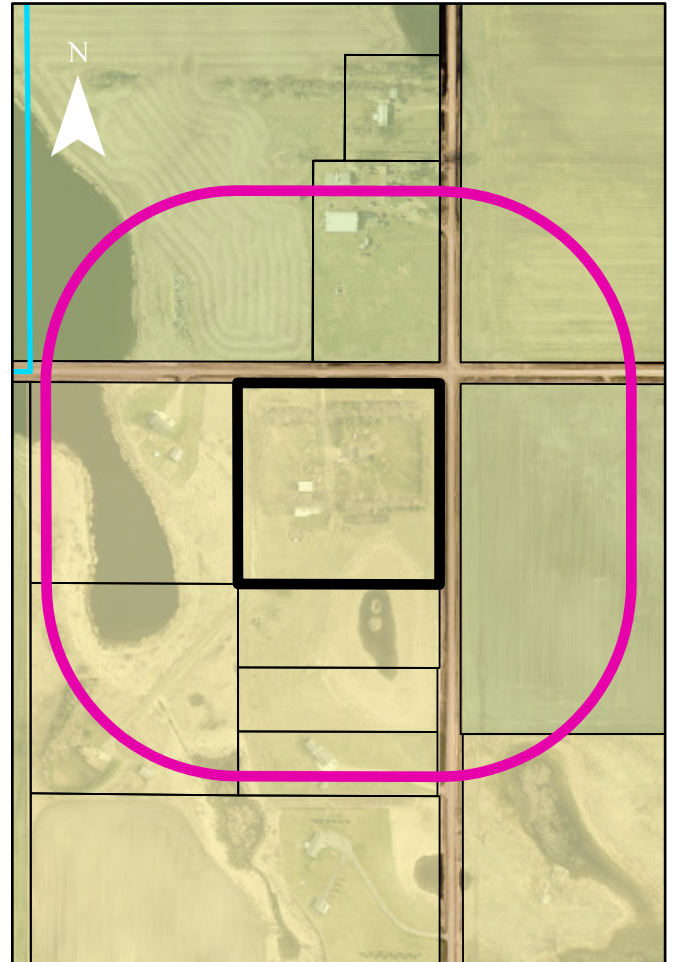
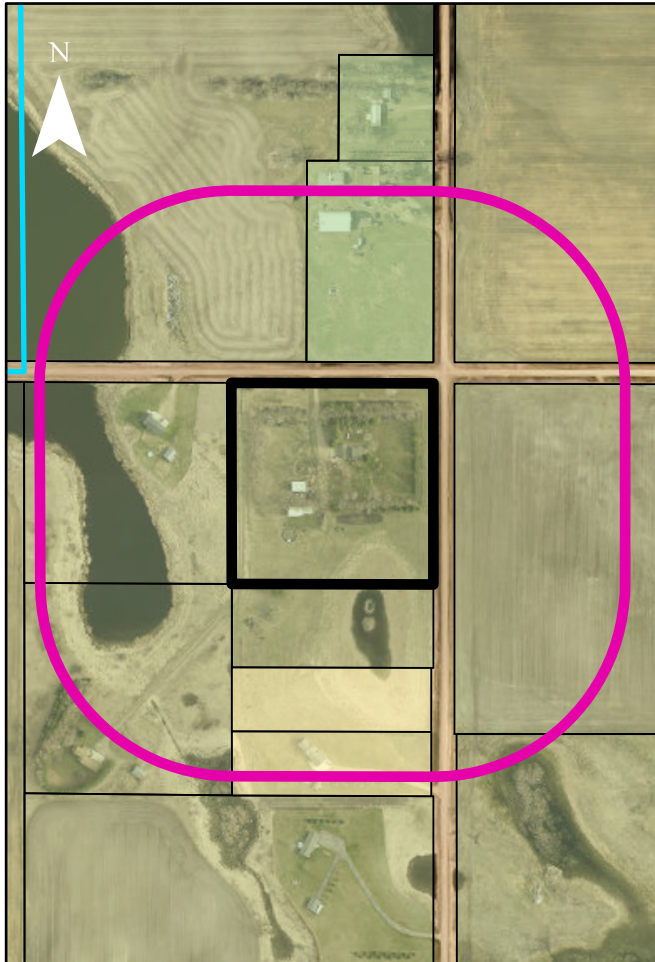


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ZONING

FUTURE LAND USE



0 280 560 1,120 Feet

Zoning



AG
RR

Both Maps

Case # 2025-13
Case # 2025-13
Notification Area

Land Use Type



Agricultural and Open Space
Rural Residential

Exhibit 4 – Site Photos



Facing South



Facing North



Facing West



Facing East

ORDINANCE NO. XXXX

AN ORDINANCE REZONING NE1/4, NE1/4, NE1/4 SECTION 33, TOWNSHIP 156 N, RANGE 83 W, WARD COUNTY, NORTH DAKOTA FROM “AG” AGRICULTURAL DISTRICT TO “RR” RURAL RESIDENTIAL DISTRICT.

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

Section 1. That the property described below is hereby zoned **“RR” Rural Residential District**:

NE1/4, NE1/4, NE1/4 SECTION 33, TOWNSHIP 156 N, RANGE 83 W, WARD COUNTY, NORTH DAKOTA

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

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, City Council President



TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: May 19, 2025

**SUBJECT: PUBLIC HEARING: CASE #2025-15 - HIGHLANDS AT NORTH HILL
8TH ADDITION - PUD AMENDMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Planned Unit Development Plan amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A. The PUD ordinance is included in Attachment B.

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122

Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

City Staff has been working with 701 Development, LLP to finalize the Highlands at North Hill subdivision. This PUD amendment outlines the density of the final phase of the subdivision.

B. Proposed Project

The legal description of the property is Lot 13, Block 1 Highlands at North Hill 7th Addition and Lot 6, Block 3 Highlands at North Hill 7th Addition to the City of Minot, Ward County, North Dakota.

The property's address is unassigned.

C. Recommendation Detail

It is recommended City Council approve the Planned Unit Development Plan amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A. The PUD ordinance is included in Attachment B.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

The amendment would finalize the development of the subdivision.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



Planning Commission Staff Report

Application Date: 02/25/2025

Date of Staff Report: 04/22/2025

Date of Planning Commission Meeting: 05/06/2025

Staff Contact: Doug Diedrichsen, Principal Planner

Staff Recommendation: Approval

Case Number: 2025-15

Project Name: Highlands at North Hill 8th
Addition– PUD

Current Legal Description: See Project
Description

Proposed Legal Description: Highlands at North
Hill 8th Addition

Present Address: See Project Description

Entitlements Requested: PUD Plan Amendment

Owners: 701 Development, LLP

Representative: Andrew Gudmunson, 701
Development & Rob Berard Ackerman Surveying

Present Zone(s): “R2” Two-Family Residential
w/PUD

Present Use(s): Vacant Land

Uses Allowed in Present Zone(s): See Chapter 2.2
for allowed and conditionally permitted uses
within each district.

Present Future Land Use Map Designation:
Urban Residential

Proposed Zone(s): “R2” Two-Family Residential w/PUD

Proposed Use(s): Single-Family Residential

Uses Allowed in Proposed Zone(s): See Chapter 2.2 for
allowed and conditionally permitted uses within each
district

Proposed Future Land Use Map Designation: No
Change

PROJECT DESCRIPTION:

Public hearing request by Andrew Gudmunson, 701 Development LLP, owner for a request of a PUD amendment on a property zoned “R2” Two-Family Residential District with a PUD Overlay with the requested amendment pertaining to the lot density and development of the final phase of the Highlands at North Hill Subdivision. The legal description for the property is Lot 13, Block 1 Highlands at North Hill 7th Addition and Lot 6, Block 3 Highlands at North Hill 7th Addition to the City of Minot, Ward County, North Dakota

An aerial, including the notification boundary, is provided in **Exhibit 1**.

BACKGROUND INFORMATION:

City staff has been working with 701 Development, LLP to finalize the Highlands at North Hill subdivision. This PUD amendment outlines the density of the final phase of the subdivision (Highlands at North Hill 8th Addition)

The previous iterations of the approved PUD plan showed the final phase to be developed with twin homes. The proposed PUD plan modifies the density of the final phase to single family homes.

The letter of intent is provided in **Exhibit 2**.

The updated PUD plan is provided in **Exhibit 3**.

A map of the area zoning and future land use may be found in **Exhibit 4**.

Select site photos are available in **Exhibit 5**.

STAFF ANALYSIS:

Planned Unit Developments

The existing zoning of the property, “R2” Two-Family Residential with a Planned Unit Development “PUD” overlay. The “R2” Two-Family Residential District allows the proposed primary use – single-family residential – within the underlying district. This mimics how the previous phases of the Highlands at North Hill subdivision has been developed to this point and is therefore more appropriate use to be allowed in the updated PUD plan.

Zoning Map Amendment Analysis:

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

The future land use map does not need to be adjusted based on this request. There is no request to change the underlying zoning of the properties and the overall character of the subdivision will match prior approvals of the previous Highlands at North Hill phases.

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

The proposed PUD amendment is justified due to the need to add clarification and simplification to the original Planned Unit Development (PUD) plan on file at the City. Staff in cooperation with the applicants have generated a PUD plan outlining the proposed development of this final phase of development. This proposal is provided in **Exhibit 3**. Section 9.1-7 H. 1 is satisfied.

As the proposal will remove density, city services are adequate to accommodate the development. Section 9.1-7 H. 2 is satisfied.

Section 9.1-7 H. 3 requires that the proposed zoning map amendment will not substantially diminish the condition or value of property in the vicinity. Staff finds no evidence that the amendment of the PUD plan on file at the City will substantially diminish the condition or value of the property in the vicinity. Therefore, Section 9.1-7. H. 3. is satisfied.

Section 9.1-7. H. 4. requires the zoning change to be consistent with the purpose of the Land Development Ordinance of the City of Minot. It is not in line with the 2040 City of Minot Comprehensive Plan; however, the purpose of the PUD amendment is to add clarity and simplicity to the prior approvals that occurred since adoption of the comprehensive plan and to facilitate continued development of the subdivision that was previously stalled. Further, the proposed single-family residential is an extension of the single-family residential development approved for previous Highlands at North Hill Additions. Section 9.1-7. 4. is satisfied.

PUD Plan Amendment Analysis:

Section 2.23-8 Review and Amendments states major changes that alter the overall concept, density, intensity, traffic impact, or environmental impact of a PUD shall require approval of the Planning Commission and City Council through processing as specified in Section 2.23-6. Major changes shall be defined as:

1. Any change in the list of uses presented in the PUD Plan,
2. A building addition of twenty-five percent (25%) or more of the existing floor area,
3. An increase of more than one (1) story or ten (10) feet to the height of an existing building,
4. An increase of more than fifty percent (50%) of the impervious coverage of the property,
5. A change which would result in the development no longer meeting the standards of this Section under which the project was approved,
6. An increase or change to the traffic access, circulation, or impact,
7. A decrease of more than ten percent (10%) of the amount of common open space,
8. An additional building, or
9. Rearrangement of building tracts, lots, blocks, and public right-of-way, plus any other change that requires a re-plat.

This request triggers the requirement in Section 2.23-8. B 9. As it requires a replat of lots within the PUD boundary.

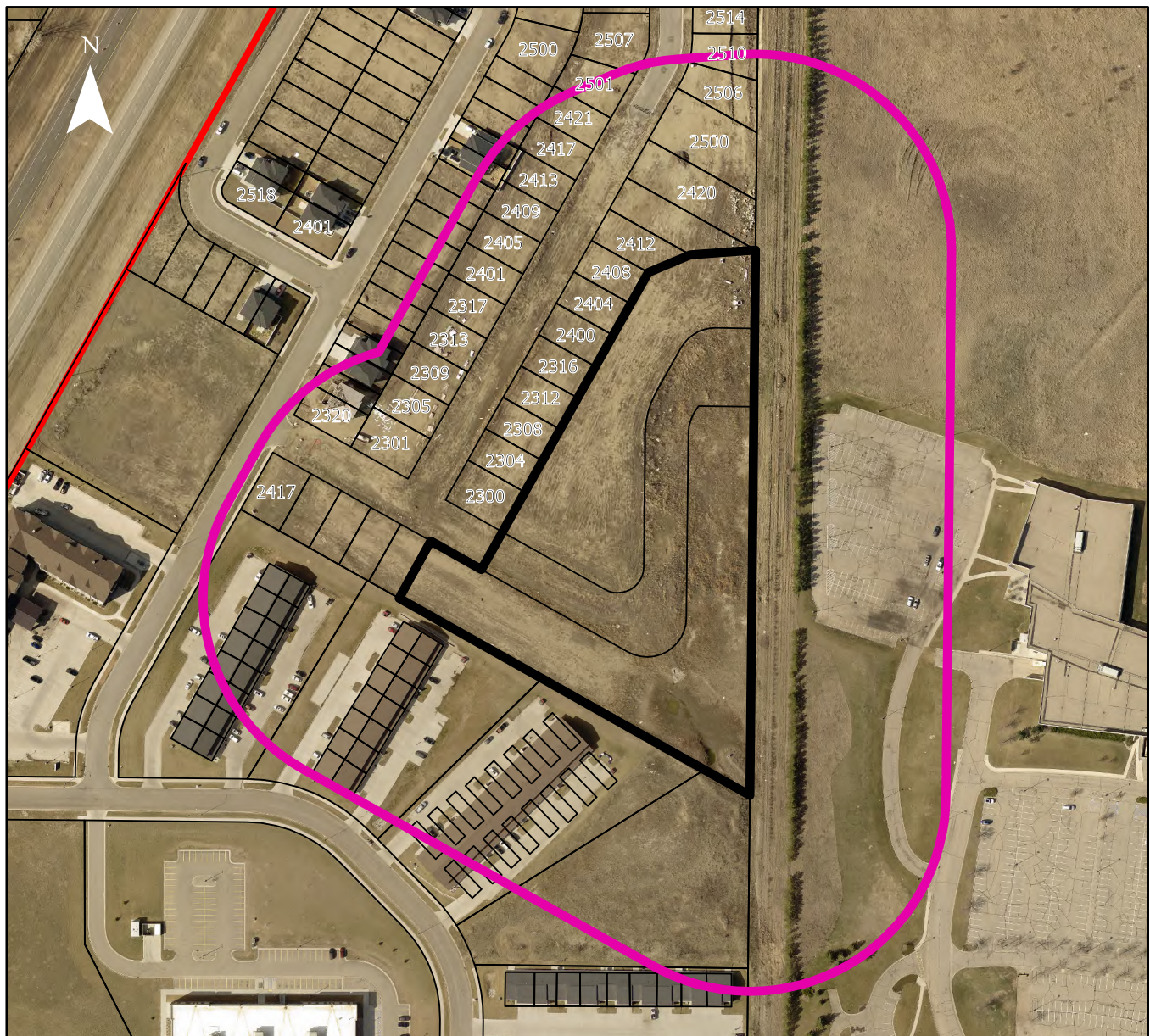
FINDINGS OF FACT:

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

- 1) The applicants have submitted a complete application.
- 2) The present zoning is “R2” Two-Family Residential District with a “PUD Overlay” Planned Unit Development (PUD).
- 3) The City of Minot 2040 Comprehensive Plan Future Land Use (FLU) Map designates this area as Urban Residential.
- 4) Section 9.1-7 H. 1. is satisfied due to the need to add clarification and simplification to the original Planned Unit Development (PUD) plan on file at the City.
- 5) Section 9.1-7 H. 2. is satisfied, as the City and other public agencies will be able to provide services to support the request.
- 6) Section 9.1-7 H. 3. is satisfied, as there is no evidence that the amendment to the PUD plan on file at the City will substantially diminish the condition or value of the property in the vicinity.
- 7) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

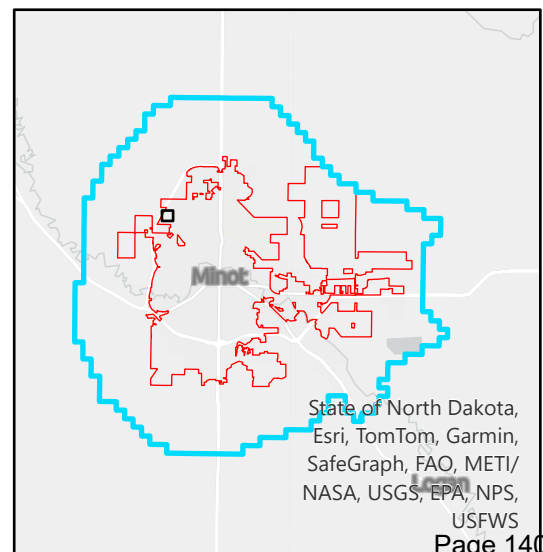
RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval to City Council for a Planned Unit Development Plan amendment finalizing the development plan for the final phase of the Highlands at North Hill subdivision with the inclusion of an ability to include a design for reduced street width to be developed in cooperation with the City Engineering Department.



0 175 350 700 Feet

- Two Mile Boundary
- City Limits
- Case # 2025-15
- Case # 2025-15 Notification Area





Highlands at North Hill 8th Addition Plat, PUD Amendment, and Walkway Easement Vacation

The subject 5.56 ± acre property is zoned R2 with a PUD Overlay and is located in northwest Minot as part the remaining un-built portion of the Highlands at North Hill Residential Subdivision. The owner group / developer is proposing a housing product shift to single family detached to allow for the construction of 25 single family (SF) detached units on lots with a minimum width of 52.0'. The 8th Addition Plat will consist of Block 1 Lots 1-11, Block 2 Lots -14, and 1.34 ± acres of publicly dedicated Right-of-Way improved with required supporting infrastructure.

The PUD Amendment speaks to the single-family housing type to be constructed on the subject 25 lots as provided by attachment (representative models w/elevations). Note that any accessory and secondary uses as allowed within the Minot Land Development Ordinance are not considered limited by the primary uses described in the referenced attachment.

As an extension of the Plat and PUD Amendment, the owner group/ developer is seeking to vacate the existing 20' wide walkway easement located within Block 1 Lots 1, 2, and 13 of the Highlands at North Hill 7th Addition Plat, reference the 20' Walkway Easement Vacation Exhibit provided by attachment. An equivalent pedestrian connection is provided by the sidewalk system being constructed as part of the required Right-of-Way improvements. This sidewalk system provides the interconnection with the new Minot North High School property located immediately to the east of the Highlands at North Hill Subdivision.

HEADQUARTERS
1907 17TH ST SE
MINOT, ND 58701
701.837.8737

3315 45TH ST S
SUITE 100
FARGO, ND 58104
701.551.1250

3210 27TH ST W
SUITE 200
WILLISTON, ND 58801
701.577.4127

7661 W RIVERSIDE DR
SUITE 102
GARDEN CITY, ID 83714
208.853.6470

Exhibit 3

PUD Plan

The following Planned Unit Development Plan (PUD Plan) applies to the following property:

Highlands at North Hill 8th Addition

The Planned Unit Development plan includes the following:

Subdivision

The respective plat of the affected lots is included by reference only and adjustments, not including the dissolution or creation of lots, may be made to alter shared property boundaries in line with the use and dimensional standards delineated in this document through the minor subdivision plat process outlined in the Land Development Ordinance of the City of Minot.

At present and for reference, a development agreement exists that applies to the properties a part of this PUD Plan and to other property outside of this PUD Plan that was approved on November 7, 2022 and recorded as instrument number 3070196. Minor subdivision plats to facilitate fulfillment of this agreement are permitted. All other changes to the referred to subdivision must follow the processes and procedures as prescribed by the Land Development Ordinance of the City of Minot at the time of application.

Housing Type and Future Development

The housing uses of the affected properties shall be limited to those housing types as illustrated in Attachment 'A'. These are considered the primary use of each respective property and nothing in Attachment 'A' prohibits exercising other accessory or secondary uses as allowed within the Land Development Ordinance of the City of Minot (LDO).

Zoning Dimensional Standards

The zoning dimensional standards of the plan shall be as follows:

Setbacks

Front - 25'; Side – 5'; Rear – 20', Street Side – 25'

Lot Coverage

Lot coverage, as the term is defined within the LDO, shall be limited to 55%.

Lot Widths

Lot widths are, at a minimum, fifty feet (50') wide for an interior lot and, at a minimum, sixty-five feet (65') for a corner lot.

Building Elevations and Design

Building elevations and design, including specific floor plans and color schemes, must meet the requirements of the LDO, if any.



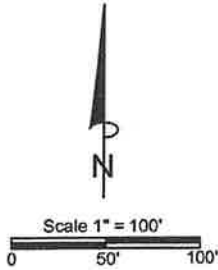
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Highlands N Hill 8th
Lots



PRELIMINARY PLAT OF HIGHLANDS AT NORTH HILL 8TH ADDITION

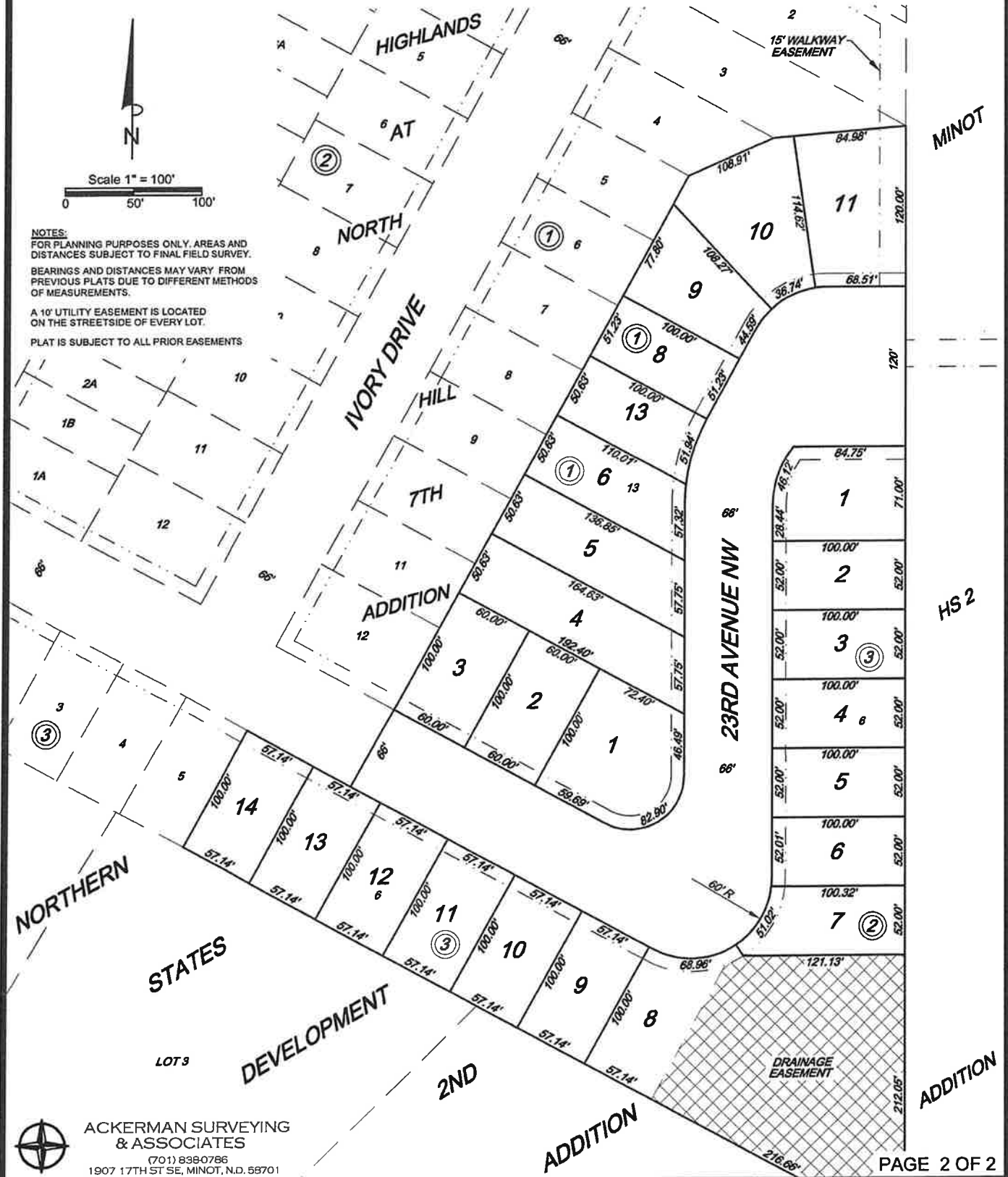
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 13, BLOCK 1 AND LOT 6, BLOCK 3, HIGHLANDS AT NORTH HILL 7TH ADDITION
AND PORTION OF 23RD AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA



NOTES:
FOR PLANNING PURPOSES ONLY. AREAS AND DISTANCES SUBJECT TO FINAL FIELD SURVEY.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.

A 10' UTILITY EASEMENT IS LOCATED ON THE STREETSIDE OF EVERY LOT.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS.

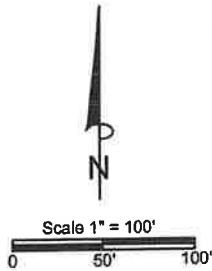


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PAGE 2 OF 2

PRELIMINARY PLAT OF HIGHLANDS AT NORTH HILL 8TH ADDITION

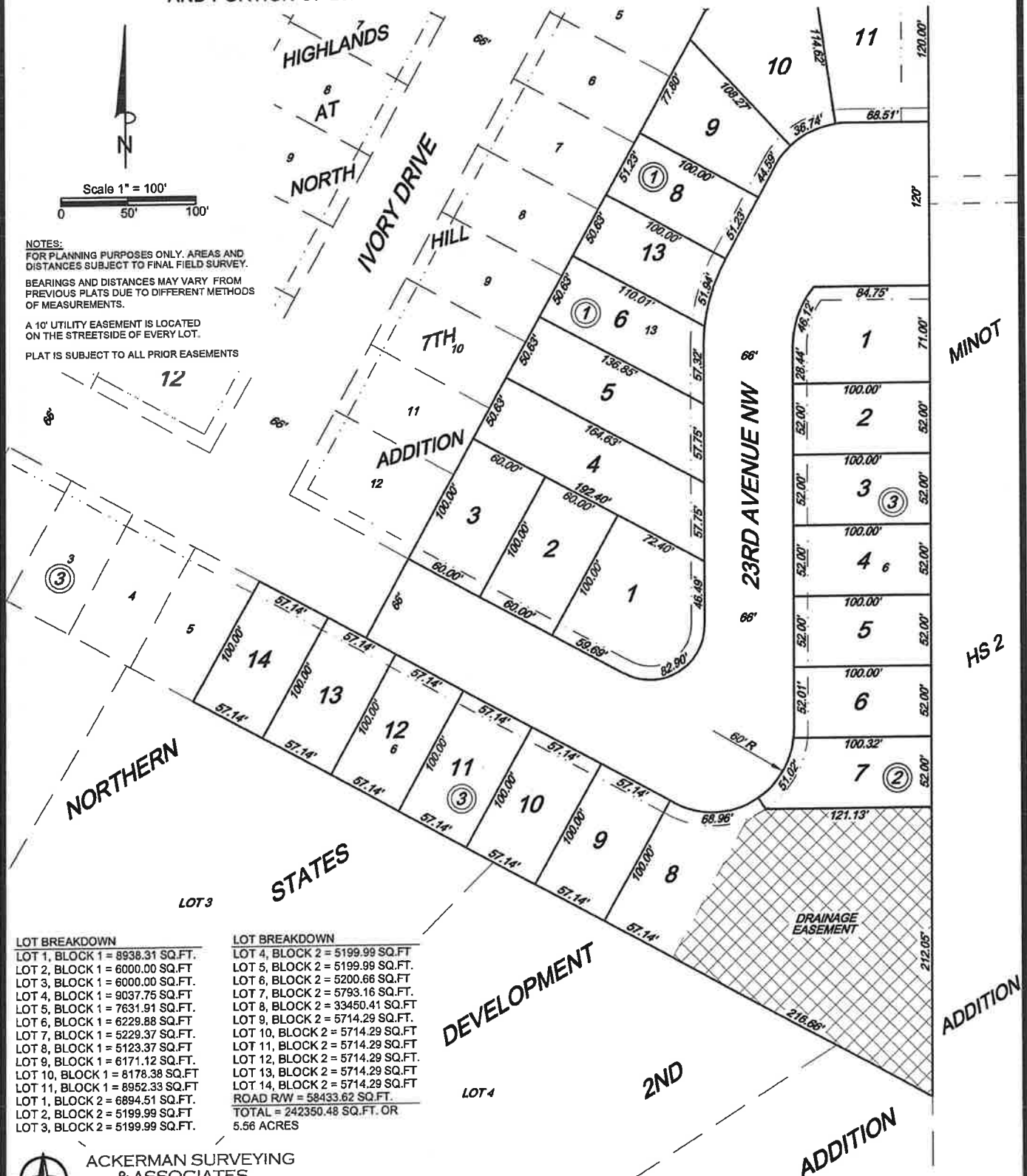
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 13, BLOCK 1 AND LOT 6, BLOCK 3, HIGHLANDS AT NORTH HILL 7TH ADDITION
AND PORTION OF 23RD AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA



NOTES:
FOR PLANNING PURPOSES ONLY. AREAS AND
DISTANCES SUBJECT TO FINAL FIELD SURVEY.
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.

A 10' UTILITY EASEMENT IS LOCATED
ON THE STREETSIDE OF EVERY LOT.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS



LOT BREAKDOWN

LOT 1, BLOCK 1 = 8938.31 SQ.FT.
LOT 2, BLOCK 1 = 6000.00 SQ.FT.
LOT 3, BLOCK 1 = 6000.00 SQ.FT.
LOT 4, BLOCK 1 = 9037.75 SQ.FT.
LOT 5, BLOCK 1 = 7631.91 SQ.FT.
LOT 6, BLOCK 1 = 6229.88 SQ.FT.
LOT 7, BLOCK 1 = 5229.37 SQ.FT.
LOT 8, BLOCK 1 = 5123.37 SQ.FT.
LOT 9, BLOCK 1 = 6171.12 SQ.FT.
LOT 10, BLOCK 1 = 8178.38 SQ.FT.
LOT 11, BLOCK 1 = 8952.33 SQ.FT.
LOT 1, BLOCK 2 = 6894.51 SQ.FT.
LOT 2, BLOCK 2 = 5199.99 SQ.FT.
LOT 3, BLOCK 2 = 5199.99 SQ.FT.

LOT BREAKDOWN

LOT 4, BLOCK 2 = 5199.99 SQ.FT.
LOT 5, BLOCK 2 = 5199.99 SQ.FT.
LOT 6, BLOCK 2 = 5200.66 SQ.FT.
LOT 7, BLOCK 2 = 5793.16 SQ.FT.
LOT 8, BLOCK 2 = 33450.41 SQ.FT.
LOT 9, BLOCK 2 = 5714.29 SQ.FT.
LOT 10, BLOCK 2 = 5714.29 SQ.FT.
LOT 11, BLOCK 2 = 5714.29 SQ.FT.
LOT 12, BLOCK 2 = 5714.29 SQ.FT.
LOT 13, BLOCK 2 = 5714.29 SQ.FT.
LOT 14, BLOCK 2 = 5714.29 SQ.FT.
ROAD R/W = 58433.62 SQ.FT.
TOTAL = 242350.48 SQ.FT. OR
5.56 ACRES



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PAGE 1 OF 2





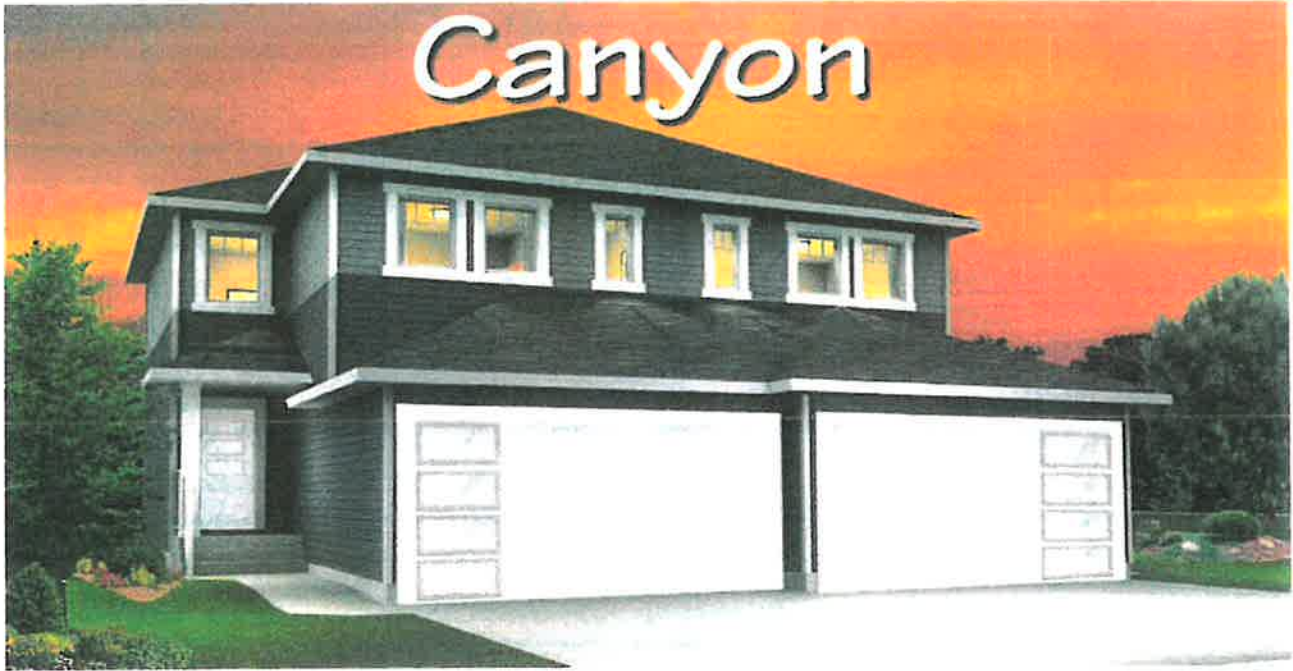
ATTACHMENT A

HIGHLANDS AT NORTH HILL 3RD ADDITION

COLOR PALETTE

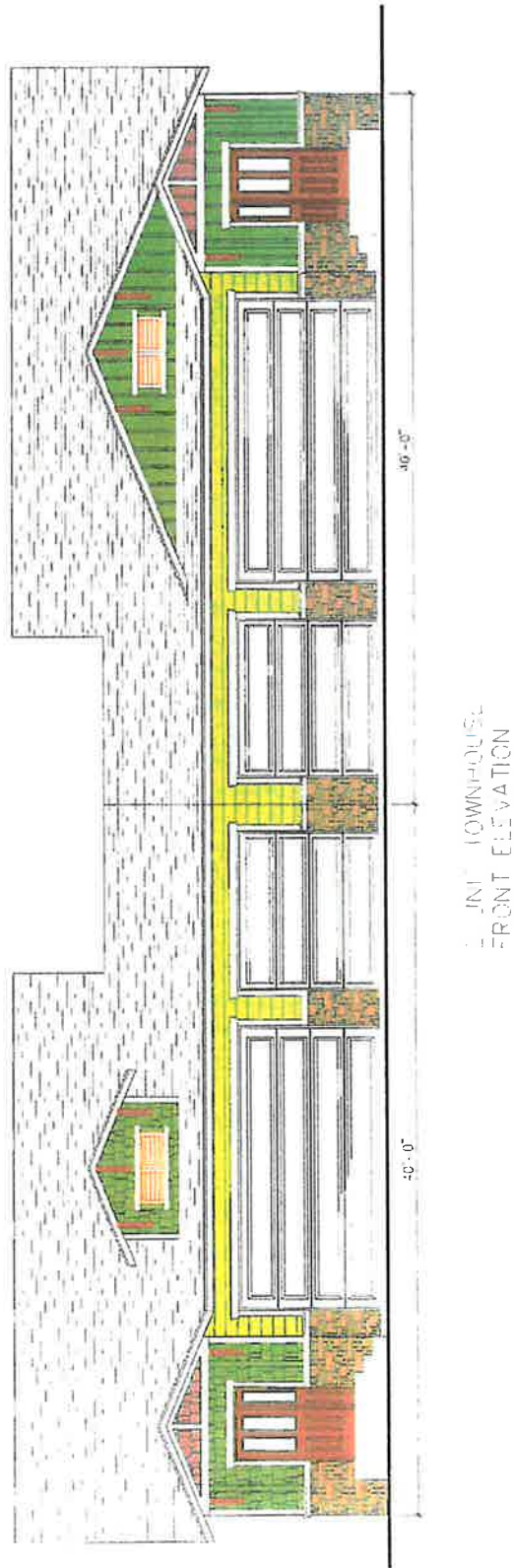






Granite

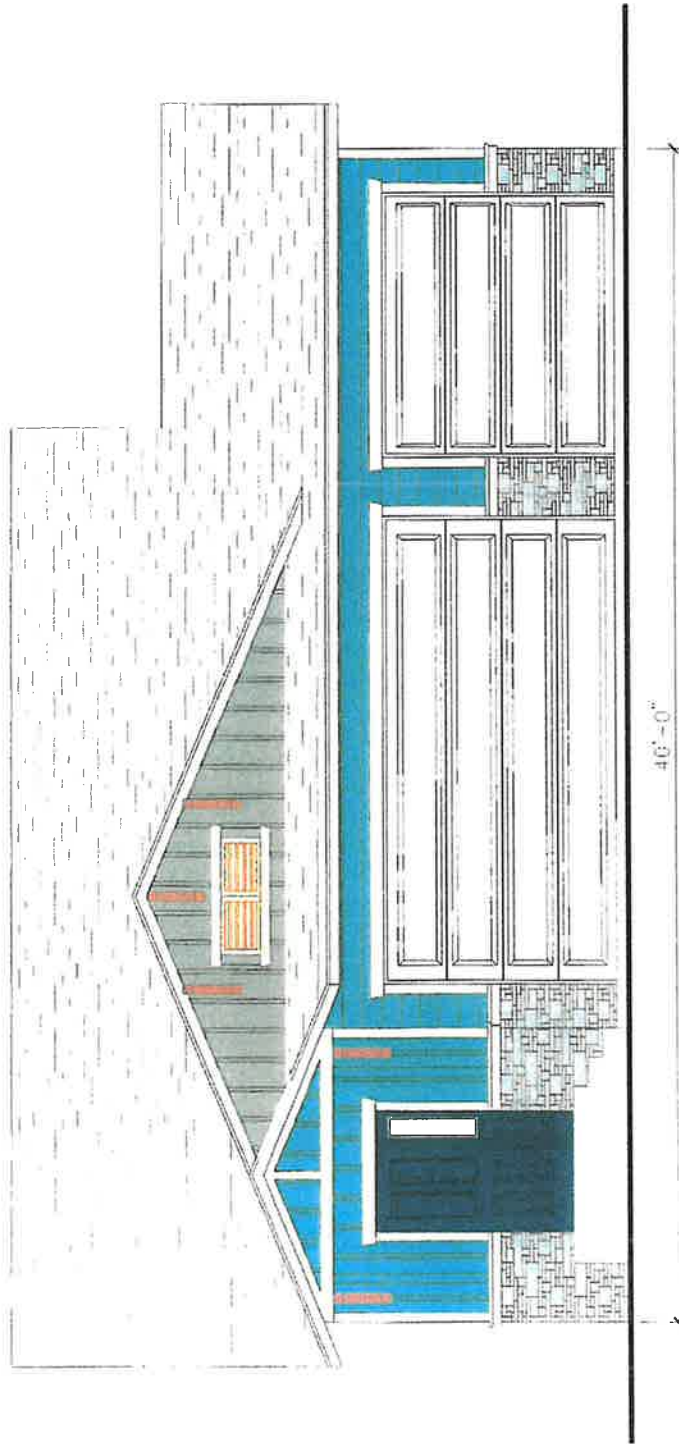






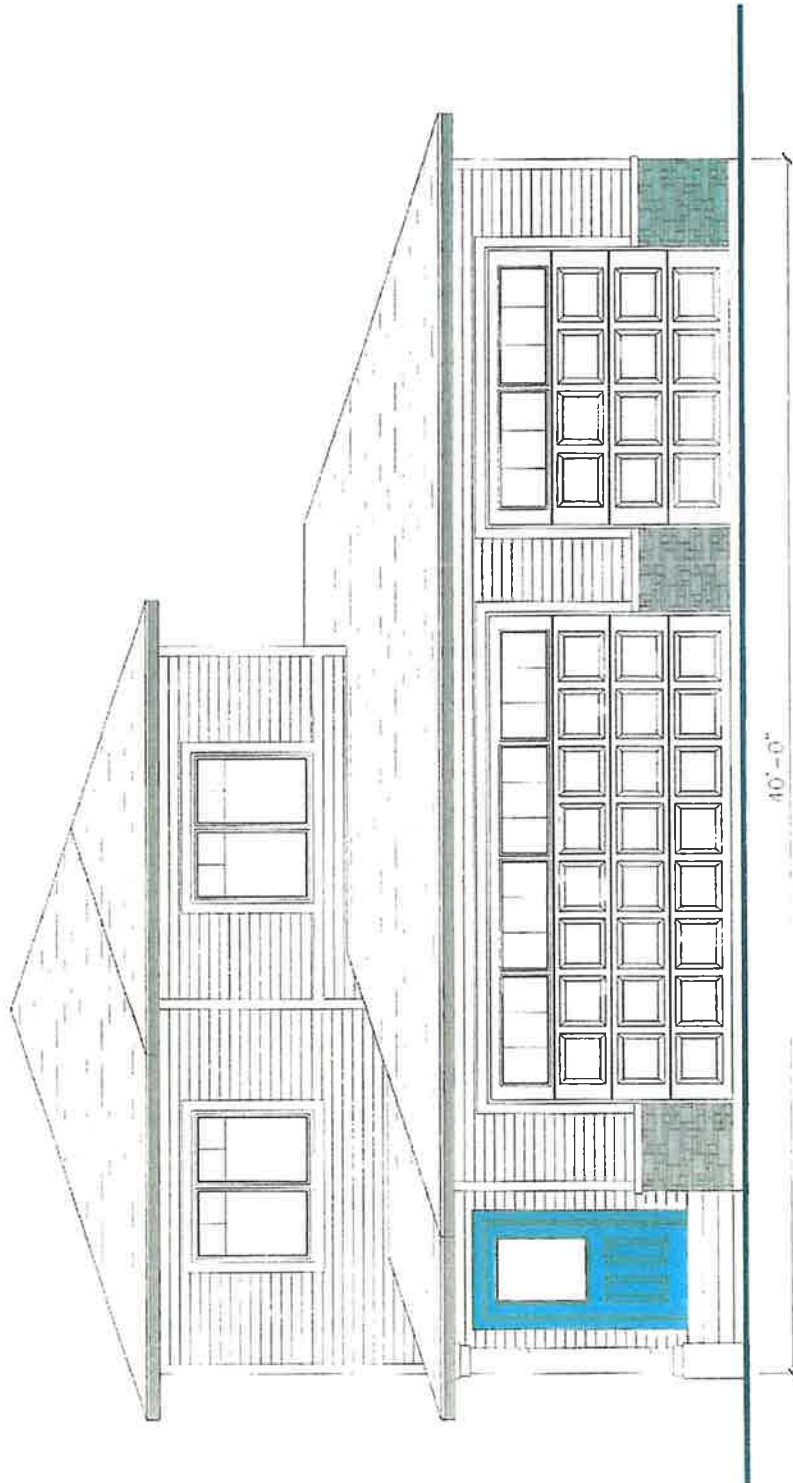
Page 6 of 12

2



40'-0"

SINGLE FAMILY
FRONT ELEVATION



S.C.P.
 SINGLE FAMIL.
 FRON. ELEVATION







Attachment A



Attachment A



Attachment A



Attachment A



Attachment A



FIRST AMENDMENT TO THE HIGHLANDS AT NORTH HILL 2ND AND 3RD ADDITION PLATS DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE HIGHLANDS AT NORTH HILL 2ND AND 3RD ADDITION PLATS DEVELOPMENT AGREEMENT is made and entered into this 9th day of November, 2022, by and between the City of Minot, a municipal corporation, hereinafter the "City," and the successors to the original Development Agreement, 701 Development, LLP, hereinafter "Developer 1", Four Seasons Construction, Inc., hereinafter "Developer 2", and owners of Lots 3A & 3B, Block 1, Lots 1A & 1B, 7A & 7B, 12A & 12B, Block 2, Lots 1A & 1B, 2A & 2B, 7A & 7B, Block 4, all within the Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota, and Lots 9A & 9B, Block 3 Highlands at North Hill 3rd Addition, to the City of Minot, North Dakota, hereinafter "Landowners." Developer 1, Developer 2, and Landowners are collectively referred to herein as the "Property Owners." The City, Developer 1, Developer 2, and Landowners are collectively referred to herein as the "Parties."

WHEREAS, the City and the original Developer entered into the Development Agreement on August 23, 2017; and

WHEREAS, the City may enter into a development agreement with a person having ownership or control of real property within its jurisdiction; and

WHEREAS, this First Amendment To The Highlands At North Hill 2nd And 3rd Addition Plats Development Agreement (hereinafter the "Agreement"), relates to the Highlands at North Hill 2nd Addition and Highlands at North Hill 3rd Addition, owned by the Property Owners, and located within the City of Minot, whose legal description is Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota and Highlands at North Hill 3rd Addition, to the City of Minot, Ward County, North Dakota respectively (hereinafter the "Property"); and

WHEREAS, the Property was originally platted as Highlands at North Hill 2nd Addition to the City of Minot, North Dakota, which was recorded with the Ward County Recorder on November 18, 2015 and assigned instrument number 2992228; and

WHEREAS, a portion of Highlands at North Hill 2nd Addition was re-platted as Highlands at North Hill 3rd Addition to the City of Minot, North Dakota, which was recorded with the Ward County Recorder on August 15, 2017 and assigned instrument number 3011101; and

WHEREAS, the Planning Commission recommended City Council approve the zoning map amendment and subdivision plat of Highlands at North Hill 3rd Addition, subject to conditions, on February 27, 2017; and

WHEREAS, the City Council approved the subdivision plat of Highlands at North Hill 3rd Addition and the first reading of Ordinance 5171, a zoning map amendment, subject to conditions, on March 13, 2017; and

WHEREAS, the City Council approved the second reading of Ordinance 5171, a zoning map amendment of Highlands at North Hill 3rd Addition, subject to conditions, on October 2, 2017; and

WHEREAS, the purpose of this Agreement is to amend and supersede the prior development agreement known as Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement, which was recorded with the Ward County Recorder on September 13, 2017 and assigned instrument number 3012010; and.

WHEREAS, the Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement condition 9. required the formulation of a home owners association to cover the operation and maintenance of the development's common elements; and

WHEREAS, the original Developer sold its interest in the underlying Property to the Property Owners; and

WHEREAS, the Property Owners desire to remove the requirement for a homeowner's association and coordinate dedication of land and long-term operation and maintenance to be performed by the Minot Park District, hereinafter Park District; and

WHEREAS, there are other methods of ensuring common elements such as stormwater ponds do not become the maintenance responsibility of the City that are preferable given the current arrangement of lots and existing Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement; and

WHEREAS, the Parties now desire to amend the Development Agreement; and

WHEREAS, The Parties approved this Agreement and agree that the First Amendment will amend and supersede the Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement; and

WHEREAS, this Agreement is necessary to ensure the orderly development of the site and expound on, modify, and memorialize the conditions of approval of the Property from October 2, 2017; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree that this First Amendment, with the effective date as described above, supersedes the original Development Agreement in its entirety:

Condition #1 (October 2, 2017 Regular City Council Meeting): Developer's Agreement with the City of Minot is required to be approved and recorded before the plat can be recorded.

- a) This condition is the obligation of the Property Owners.
- b) This condition is fulfilled upon recordation of this Agreement with the Ward County Recorder's Office at Developer 1's expense.

Condition #2 (October 2, 2017 Regular City Council Meeting): The information provided on the plans for the proposed open space areas and associated amenity package shall be made part of the agreement.

- a) This condition is the obligation of Developer 1.

- b) Developer 1 shall continue to work with the Park District with regard to the design of park facilities on Lot 1, Highlands at North Hill 4th Addition.
- c) A financial security valued at 120% of the estimated construction costs for the park facilities must be provided to the Park District by February 1, 2023.
- d) The installation of park improvements on Lot 1, Highlands at North Hill 4th Addition (as depicted on the minor plat application on file with the City and further known as Case # 2022-08-01) shall be finalized no later than September 1, 2023.
- e) If the park improvements are not installed by September 1, 2023 the issuance of new residential building permits shall cease until that time the park improvements are finalized.
- f) A one-time extension of up to one year may be granted to Developer 1 upon written concurrence of the City's Community Development Department and Park District.
- g) Upon finalization of the installation of park facilities on Lot 1, Highlands at North Hill 4th Addition, Developer 1 shall transfer ownership of the property to the Park District, who will then be responsible for long-term maintenance.
- h) The lots containing the Community Open Space and Access Easement shall be re-platted to remove said easement.
- i) The approximate mid-block pedestrian pathway to connect Ivory St. and Landmark Dr. shall not be required to provide pedestrian connectivity and rather the public sidewalk system shall be relied upon to provide connection to park facilities on Lot 1, Highlands at North Hill 4th Addition. It is acknowledged that Developer 1 is considering a redesign of the layout of lots and streets in the unimproved area of the Property (23rd Ave. NW and south of 2501 Ivory St.). In any event, as part of the existing development or redevelopment, the Developer shall incorporate a public access and maintenance easement twenty feet (20') in width, including the installation of a five-foot (5') wide sidewalk connection with one tree every twenty (20) lineal feet along each side of the sidewalk connection from Landmark Dr. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. Any modification shall be submitted to the Community Development Department and reviewed and processed in accordance with the City's ordinances.
- j) The installation of the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. shall be finalized no later than August 1, 2024.
- k) If the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. is not installed by August 1, 2024, the issuance of new residential building permits shall cease until that time the sidewalk connection is installed.

- l) A one-time extension of up to one year may be granted to Developer 1 upon written concurrence of the City's Community Development Department and the Park District.
- m) Upon finalization of the installation of the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW., the Park District will be responsible for long-term maintenance of the pedestrian pathway and landscaping improvements contained within the easement.
- n) Building permits will not be issued for the unimproved area of the Property (23rd Ave. NW and south of 2501 Ivory St.) until the five-foot (5') sidewalk connection from Landmark Dr. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW is installed and the required street and utility improvements are completed and approved by the City
- o) The transfer of ownership of proposed Lot 1, Highlands at North Hill 4th Addition, on file at the City, and installation of pedestrian connections shall be considered sufficient to meet the requirements of Chapter 10.4 – Public Land Dedication and no additional park fees are required by the Property Owners.
- p) This condition is fulfilled upon the satisfactory installation of the park and sidewalk connections.

Condition #3 (October 2, 2017 Regular City Council Meeting): Proposed building elevations depicting architectural style and construction materials, finishes and colors shall be made part of the plan.

- a) This condition is the obligation of the Property Owners.
- b) This condition is considered fulfilled as of the second reading of Ordinance 5171 on October 2, 2017.
- c) For clarification, the “plan” is the R2 with a PUD/R4 Plans on file with the City and provided for reference as Attachment A to this Agreement. Modifications to the R2 with a PUD/R4 Plans, if any, must follow the procedures for major or minor change to a PUD as provided in the Land Development Ordinance of the City of Minot (LDO).
- d) For clarification, the setbacks approved by the PUD Plan are twenty-five feet (25') in the front, five feet (5') on the side, and twenty-feet (20') in the rear.
- e) For clarification, the lot coverage allowance is fifty-five percent (55%).
- f) For clarification, the Property Owners collectively or independently may request a zoning map amendment to another designation other than R2 with a PUD/R4 at a future date and the application will be evaluated based on the approval criteria for the respective application types as outlined in the LDO at the time of application. If successful, the

property(ies) subject to the application would no longer need to abide by the R2 with a PUD/R4 Plan on file with the City as provided in Attachment A.

Condition #4 (October 2, 2017 Regular City Council Meeting): Homeowner's association must be created, recorded, and in place for the maintenance of all open space and storm water management areas before plat can be recorded.

- a) This condition is the obligation of Developer 1.
- b) Developer 1 shall either create a homeowner's association, including all Property Owners, or follow the parks improvements and dedication requirements as provided in Condition #2 of this Agreement.
- c) Developer 1 shall complete all of the required improvements identified through the Development Restart Inspection and 2017 Final Punch List as provided in Attachment B and C respectively of this Agreement.
- d) Developer 1 shall submit to the City a financial security meeting the requirements of Section 10.3-21 of the City's Land Development Ordinance, for all improvements identified in Condition #4. c).
- e) Developer 1 shall comply with the approved stormwater management plan (SWMP) on file with the City. Any amendment to the approved SWMP is subject to approval by the City's Engineering Department.
- f) Developer 1 may continue to work with the neighboring property to the north of the Property in an effort to coordinate facilitation of part of the Property's stormwater flows. If possible, the northern stormwater ponds located on Lots 1A & 1B, Block 5, Highlands at North Hill 2nd Addition may seek a re-plat to remove the stormwater easement encumbering these properties and establish new lots to accommodate dwellings. The aforementioned is subject to all City entitlement processes, standards, and specifications and this potentiality is not assurance of approval by the City.
- g) The southernmost stormwater ponds located on Lots 5B & 6A, Block 6, Highlands at North Hill 2nd Addition, if redeveloped, must be incorporated into a lot with a privately-owned primary use/structure to insulate the City from receipt of the land for unpaid taxes.
- h) Developer 1 or one or more maintenance entities created by Developer 1 will be required to operate and maintain the storm water infrastructure that is located outside the right-of-way and in dedicated easements. This includes any pipes, channels, ponds, and outlet structures located throughout Highlands at North Hill 2nd and 3rd Additions.
 1. An operation and maintenance plan must be submitted to the City for approval before the plat will be recorded.

2. If Developer 1 creates one or more maintenance entities, such as a property owner's association, the association must be officially created and recorded at the Ward County Recorder's Office.
3. Developer 1 consents and agrees that if Developer 1 or a maintenance entity created by Developer 1 does not maintain the storm water infrastructure according to the operations and maintenance plan, the City is authorized to enter the property where the infrastructure is located and perform any maintenance required. The City's cost to perform the maintenance will be billed to Developer 1 or an entity Developer 1 creates to be responsible for maintenance. The City also reserves the right to place the cost of maintenance on the ad valorem taxes of the benefitting properties.
4. All storm water infrastructure, including but not limited to channels and ponds, outside the right of way, must have an easement (storm water and access) recorded over the improvements. The easement width and location shall be approved by the City Engineer.

Condition #5 (October 2, 2017 Regular City Council Meeting): All amenities for the open space areas including the trail, picnic tables, grills, trees and seeding shall be completed at such time as fifty percent (50%) of the homes are occupied in Lots 1-6, Block 1 and Lots 1-10, Block 2, and Lots 1-7, 8A-10B, Block 3.

- a) This condition is amended via the requirements within Condition #2 of this Agreement.

Condition #6 (October 2, 2017 Regular City Council Meeting): New water and sewer services must be installed to the proposed lots at locations identified per city specifications. The old water and sewer services must be removed back to the water and sewer mains and properly capped.

- a) This condition is amended via the requirements provided by Condition #4 of this Agreement.

Condition #7 (October 2, 2017 Regular City Council Meeting): The developer shall be responsible for installation of the eight-foot wide public sidewalks at all locations shown on the plat in coordination with the Engineering and Public Works Departments of the City.

- a) This condition is the obligation of the Property Owners.
- b) The preference by the City's Engineering Department is for the inclusion of standard five-foot (5') sidewalks throughout the Development. Those sidewalks that are already established as eight-foot (8') sidewalks shall be reconstructed as five-foot (5') sidewalks at the time of necessary repair by the abutting property owner.

- c) All new sidewalks shall be five-foot (5') in width.
- d) The owners of lots adjoining properties with eight-foot (8') sidewalks shall work with the City's Engineering Department on acceptable installation to "taper" the sidewalk from eight-foot (8') to five-foot (5') in those areas of transition. Sidewalks shall be installed at the same time as new residential construction on the respective lot.
- e) This condition is considered fulfilled upon the installation of sidewalks throughout the Development meeting the standards and specifications of the City's Engineering Department.

This Agreement shall be governed by and interpreted according to North Dakota law. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Ward County, North Dakota.

Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against the Property Owners, their successors and assigns in accordance with its terms.

Neither this Agreement nor any item hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing, signed by the Parties hereto.

If a Court finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.

Property Owners agree to at all times comply and be in compliance with all federal, state, and municipal laws while this agreement is in effect, including but not limited to those relating to the payment of taxes or other charges on tickets, admissions, or in any way connected with Property Owners' activities in connection with this agreement. Property Owners' failure or omission to comply with any such federal, state, or municipal laws will be considered a material breach of this agreement and will justify immediate termination of this agreement by the City.

This Agreement supersedes any and all prior understandings of the Parties, oral or written, in connection with the subject matter hereof and is intended by the Parties to be a complete and exclusive statement of their commitments and responsibilities with respect to the subject matter hereof.

Any notice, demand, or request required or permitted to be given or made under this Agreement must be made in writing unless specifically stated otherwise in this Agreement. Notice will be deemed given when delivered in person, sent via certified mail/return receipt requested, or sent by email with confirmed receipt by the receiving party, to the Parties as specified in the signature blocks at the end of this document.

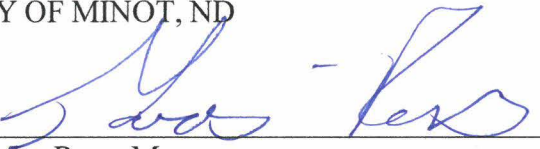
Property Owners agree to indemnify, hold harmless, and defend the City, its officers, employees, and agents, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this agreement, the negligent actions, willful misconduct, or omissions of the Property Owners, and the Property Owners' guests invitees, agents, and sub-contractors, including but not limited to actions for personal injury occurring on the Property Owners' property, and damage to the property of any person(s) while participating in Property Owners' activities related to this agreement, or any other cause of action arising from Property Owners' use of their property under this agreement.

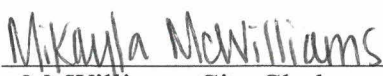
In the event of any dispute hereunder or of any action to interpret or enforce this agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, declaratory or injunctive action, at trial, or on appeal.

This agreement shall be recorded in the Ward County Recorder's Office, and shall constitute a covenant running with the land, and shall be binding on the Property Owners, their administrators, executors, assigns, heirs and any other successors in interests, including any property association.

IN WITNESS WHEREOF, the parties hereto, after due authorization by its respective governing bodies/partners, hereby sign this agreement on the day and year first above written.

CITY OF MINOT, ND

By: 
Thomas Ross, Mayor

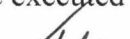
Attest: 
Mikayla McWilliams, City Clerk

Attn: Brian Billingsley, Community and Economic Development Director
PO Box 5006
Minot, ND 58702-5006
Brian.billingsley@minotnd.org



By:

at he executed the same.



Kyle Neethler

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

By:

Notary Public, Ward County,
North Dakota.
My Commission Expires: _____

Owner of Lot 3A, Block 1, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Melinda Spraggs

Melinda Spraggs

2505 Granite Drive

Minot, ND 58703

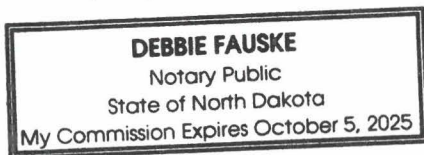
E-mail: Melinda_Spraggs@yahoo.com

STATE OF NORTH DAKOTA)

COUNTY OF Ward) ss

On this 28 day of Oct, 2022, before me personally appeared Melinda Spraggs known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



Debbie Fauske

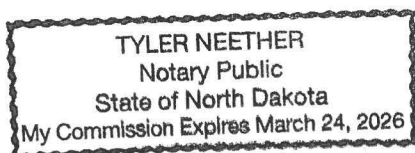
Notary Public, Ward County,
North Dakota.

My Commission Expires: _____

By: 
Richard K Ooms
305 27th Avenue NW
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss
)

(seal)





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

By: 
Sabine Ooms
305 27th Avenue NW
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

Page 175 of 691

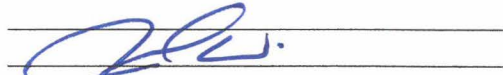
By:

STATE OF NORTH DAKOTA

On this

Joachim, Brazil

(seal)

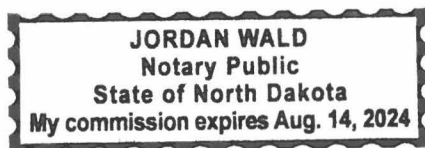


My Commission Expires:

By: [Signature]
Foster Ingram Gilbert III
2518 Granite Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)



Notary Public, Ward County,
North Dakota.
My Commission Expires: _____

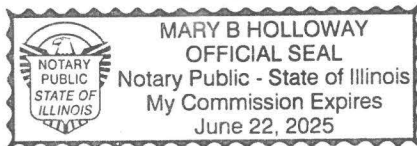
Owner of Lot 1B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Tyler Serr
Tyler Serr
2522 Granite Drive
Minot, ND 58703
E-mail: tylerserr@yahoo.com

Illinois MBH
STATE OF ~~NORTH DAKOTA~~)
COUNTY OF St Clair) SS

On this 1st day of November, 2022, before me personally appeared Tyler Serr,
known to me to be the person who is described in, and who executed the within and foregoing
instrument and who acknowledged to me that he executed the same.

(seal)



Mary B. Holloway
Mary B. Holloway
Notary Public, St Clair County,
North Dakota Illinois
My Commission Expires: 06/22/2025

Owner of Lot 1B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Andrea Serr

Andrea Serr

2522 Granite Drive

Minot, ND 58703

E-mail: andrea.serr.2014@yahoo.com

~~NEH~~ Illinois

STATE OF ~~NORTH DAKOTA~~

COUNTY OF St Clair

On this 1st day of November, 2022, before me personally appeared Andrea R. Serr
known to me to be the person who is described in, and who executed the within and foregoing
instrument and who acknowledged to me that he executed the same.

(seal)



Mary B. Holloway
Mary B. Holloway

Notary Public, St Clair County,

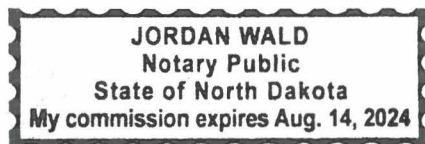
~~North Dakota~~ Illinois

My Commission Expires: 06/22/2025

By: Graysen Trandem
Graysen Trandem
2441 Landmark Drive
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
COUNTY OF WARD) ss
)

(seal)



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

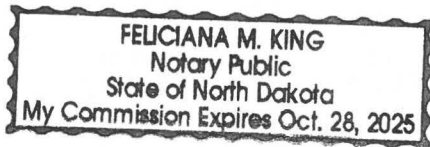
Owner of Lot 12A, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: [Signature]
Tyree Tipke
2405 Landmark Drive
Minot, ND 58703
E-mail: ttipke@gmail.com

STATE OF NORTH DAKOTA)
 Williams) ss
COUNTY OF WARD)

On this 1st day of November, 2022, before me personally appeared Tyree A. Tipke, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

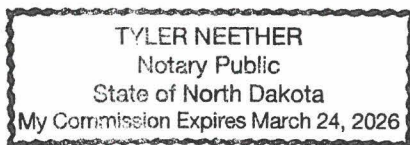


[Signature]
Notary Public, Williams County,
North Dakota.
My Commission Expires: 10/28/2025

By: Kenyatta McLeod
Kenyatta McLeod-Tipke
2405 Landmark Drive
Minot, ND 58703

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Ward)

(seal)

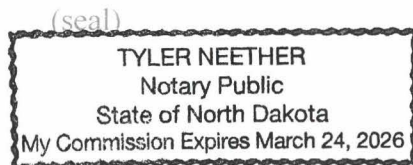


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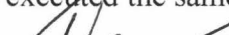
By: Steven Arroyo Baez
Steven Arroyo Baez
2401 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss
)

On this 29th day of October, 2022, before me personally appeared Steven Nino Booz known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.



at he executed the same.



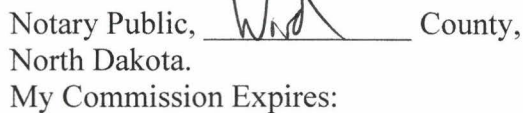
Notary Public, Ward County,
North Dakota.
My Commission Expires:

By:

E-mail:

COUNTY OF

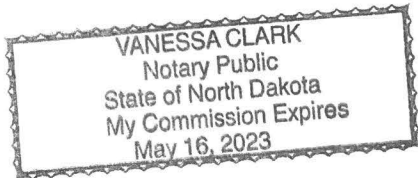
(seal)



By: 
John Manley
2320 Landmark Drive
Minot, ND 58703
E-mail: JOHNIRONMANLEY@GMAIL.COM

STATE OF NORTH DAKOTA)
COUNTY OF Ward) SS
)

(seal)



Vanessa Clark

Vanessa Clark

Notary Public, Walsh County,
North Dakota.
My Commission Expires: May 16, 2023

Owner of Lot 1A, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____

Erika Fray

2320 Landmark Drive

Minot, ND 58703

E-mail: ErikaFray@icloud.com

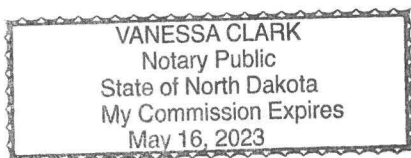
STATE OF NORTH DAKOTA)

) ss

COUNTY OF Ward)

On this 29 day of October, 2022, before me personally appeared Erika Fray, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



Vanessa Clark

Vanessa Clark

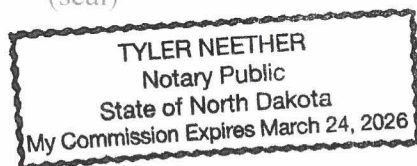
Notary Public, Ward County,
North Dakota.

My Commission Expires: May 16, 2023

By: Jonathan Pineda Salvador
Jonathan Pineda Salvador
2328 Landmark Drive
Minot, ND 58703
E-mail: jsalvador7@outlook.com

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Ward)

(seal)



at he executed the same.



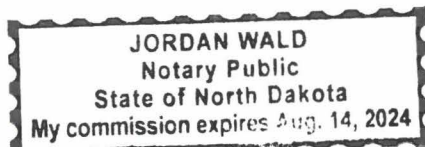
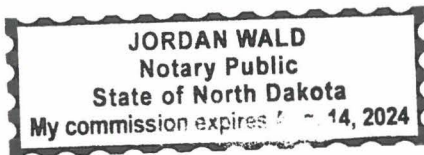
Notary Public, Ward County,
North Dakota.
My Commission Expires: _____

By: Mark Lundstrom

E-mail: mark@MarkSimu.com

COUNTY OF Ward) ss
)

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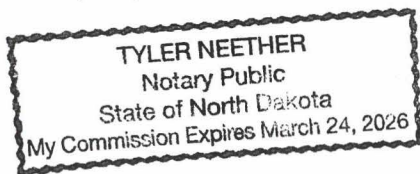


92.

By: Michael Kitchen
Michael Kitchen
2424 Landmark Drive
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)

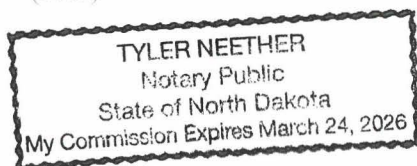


Notary Public, Wood County,
North Dakota.
My Commission Expires:

By: Antania Kitchen
Antania Kitchen
2424 Landmark Drive
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Ward)

(seal)



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

By: 
Maurice Johnson
2428 Landmark Drive
Minot, ND 58703
E-mail:

at he executed the same.



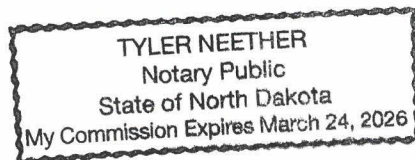
Notary Public, Ward County,
North Dakota.
My Commission Expires:

By: [Signature]

Jaclyn Malbrough
2428 Landmark Drive
Minot, ND 58703
E-mail:

COUNTY OF Wood) SS
)

(seal)



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

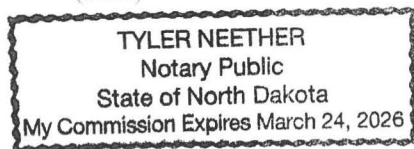
By:

Page 194 of 691

By: 
Emery Jagrup
2522 Landmark Dr.
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)

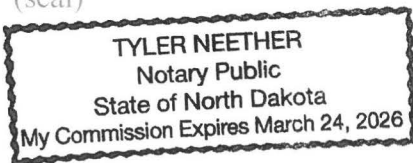


Notary Public, Ward County,
North Dakota.
My Commission Expires:

By: Meimei Liang
Meimei Liang
2522 Landmark Dr.
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss
)

(seal)



Notary Public, Ward County,
North Dakota.
My Commission Expires: _____

ATTACHMENT B



Project: Highlands at North Hill 2 nd & 3 rd Addition	☐ Intermediate Inspection	☒ Final Inspection (Punch List)
Owner: 701 Development, LLP	From: Lance Meyer	
Engineer: Ackerman-Estvold		
To: Andrew Gudmunson, McKenna Gudmunson, Randy Conway	Date: 6/6/2022	
	City Project No: 3958	
Re: Development Restart Inspection	Owner Project No:	

The items listed below were identified during the development walkthrough on May 25, 2022. The items listed are those that were viewed by city staff, the developer, and Ackerman Estvold. Developer must work with city to approve a developer agreement to secure these improvements before permits can be issued. Infrastructure security must be provided by developer per Land Development Ordinance. All improvements must be completed before certificates of occupancy can be issued.

Signed by:

Date:

Inspection Notice

Project: Highlands at North Hill 2 nd & 3 rd Addition	☐ Intermediate Inspection	☐ Final Inspection (Punch List)
Owner Project No:	City Project No: 3958	

Number	Item	Accepted
	Consult with Prairie Engineering (street light designer) to review system integrity. Check to see if wiring can be salvaged in the ground and in the poles. Once the system is connected and powered, a review of the luminaires is required to see if they are operational.	
	Replace lighting feed point cabinet to city specifications.	
	Install ADA ramps at the intersections of Granite Drive/Landmark Drive and Ivory Street/Granite Drive.	
	Install 2 nd lift of asphalt on Granite Drive and Ivory Street	
	Clean, inspect, reseed and establish turf on north detention pond to put the pond in service, also see attached punch list from 2017 for additional requirements. OR explore option to eliminate pond and work with neighboring property owner to acquire an easement	

	to drain storm sewer to larger slough northeast of the development. This will eliminate need for HOA.	
	Clean, inspect, and repair south detention pond to conform to the final design of the system.	
	As recommended by Kemper, install a new gate valve at 23 rd Avenue/Ivory Street to isolate 3 rd phase of development from the water system.	
	Flush, disinfect, and pressure test watermain from the intersection of Landmark Drive/Granite Drive east to Ivory Street and south to end of phase 1 of the development. Repair watermain as necessary to bring system into compliance.	
	Replace lids marked storm sewer with lids marked sanitary sewer where appropriate.	
	Visually inspect sanitary manhole benches on Ivory Street, remove any debris. Lamp lines to see if there is any debris in lines. If debris exists, flush the lines and remove debris.	
	Install missing street lighting system on Granite Drive and Ivory Street. Any new luminaries shall be LED unless electrical engineer says they are not compatible with existing system.	
	Attached final punch list from 2017 needs to be completed before certificates of occupancy are issued.	

ATTACHMENT C



1907 17th Street Southeast · Minot, ND 58701
701.837.8737 · www.ackerman-estvold.com
Minot, ND | Williston, ND

Owner: Randy Rimmer

Contractor: Randy Rimmer

Owner Project #: 3958.1

A-E Project: 14120

Engineer: Sean Weeks

Attendance: Phase 1 Final Acceptance Walk Through; 10-25-17 (City of Minot-Ben Cofell, Grant Goldader, David Wicke)
(Developer-Randy Rimmer) (Ackerman-Estvold-Curtis DeVeny)

Date Issued: 10-30-17 Updated 12-05-17

FINAL PUNCH LIST Highlands at North Hill Minot, ND

<u>Date Completed</u>	<u>Items to be Completed</u>
10/31/2017	CBMH 13 Needs grouted
10/31/2017	CBMH 10 Needs grouted
10/31/2017	San MH B grout adjusting rings, wrong lid
	Hydrant at the corner of 23rd & Landmark needs height adjustment
	Locate end of storm sewer near lot 1A or 1 B off of landmark and 23rd, pipe appears to exit through CBMH 23 to the west
10/31/2017	San MH E wrong lid
10/31/2017	Flush sanitary system from MH G to the south, catch flushings
	CBMH 1 needs new grate
10/31/2017	Finish retaining wall on 23rd Ave. and provide all Engineering information
	Backfill behind the curb in all locations
10/31/2017	Bundle and tape tracer wire in all sanitary sewer manholes
	Provide documentation of who is responsible for maintenance behind the retaining wall on 23rd
	Sidewalk on 23rd needs widened to 8'
	CBMH 22 needs grouted
10/31/2017	San Sewer F, wrong lid
10/31/2017	San Sewer G, wrong lid

	San MH 15 remove 2 steps at bottom of manhole, wrong lid
	Complete street lighting system
12/4/2017	Install the outlet structure at the north detention pond
	Storm MH 16 needs cleaned and grouted
	NORTH DETENTION POND: Grout the lifting eyes on the interior pond storm outlet FES. Install FES on the outer discharge pipe. Verify top elevation of the dike. Complete grading, topsoil placement and seeding. Grading must be completed to specified elevations and slopes. It should accommodate future mowing operations. Install trash racks per City of Minot Specifications. 12-04-17
	SOUTH DETENTION POND: Complete the dike around the discharge outlet and verify top elevation. Fill the pond bottom as needed. Install a FES on the outer discharge pipe. Install trash racks per City of Minot Specifications. Complete grading, topsoil and seeding. Grading must be completed to specified elevations and slopes. It should accommodate future mowing operations. 12-04-17
	Fog coat all "boney" areas of the asphalt
	San Sewer MH D - replace broken casting, wrong lid
10/31/2017	San Sewer MH C clean, wrong lid
	Concrete in ROW needs contractor stamp
10/31/2017	Remove plastic on all ADA ramps truncated domes
10/31/2017	Remove test ball from San Sewer MH 1, hydro vac all solids
	21st Ave. storm sewer, install larger washer on tie bolts, seed surrounding area, install erosion control, fill eroded ditch areas with top soil

The Above list items require completion or correction. Please notify the engineer when these items are being completed. Upon completion the final payment processing will begin. This list is not to be construed as a complete tabulation of all items required for project completion, and does not relieve the Contractor of work included in the Contract Documents.

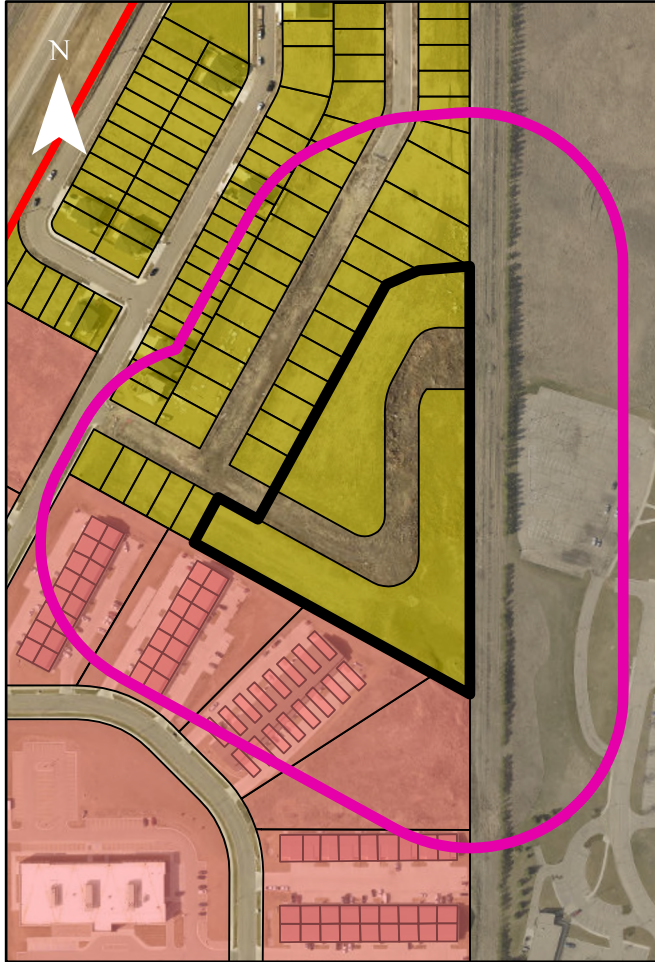
Recorder's Office, Ward, ND 11/22/2022 10:31:46 AM
I certify that this instrument was filed for record this date.
Kristin Kowalczyk, County Recorder

by

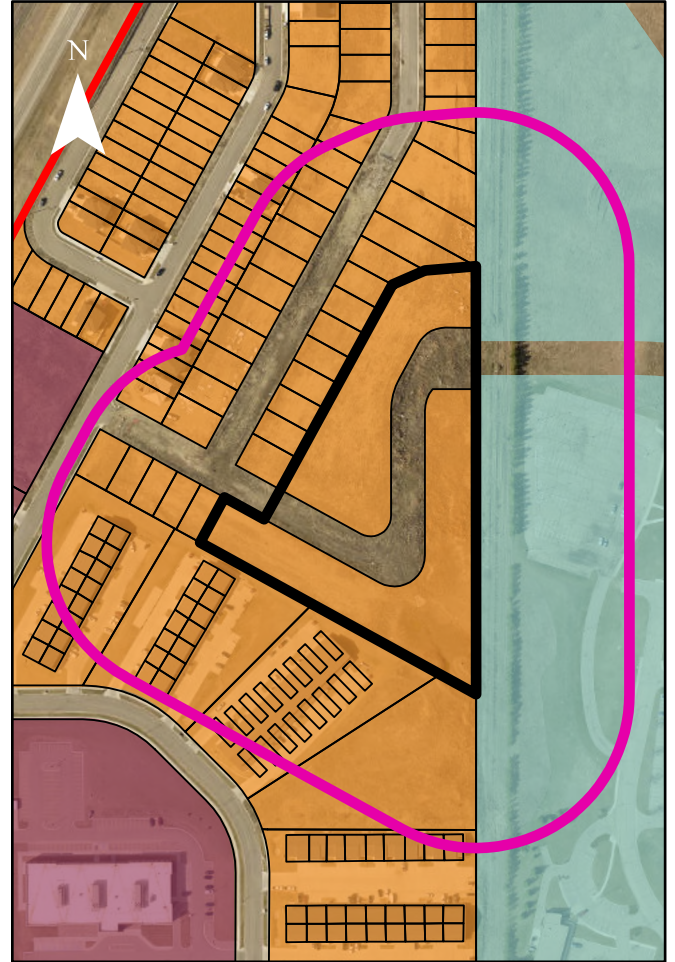
3070196



ZONING



FUTURE LAND USE

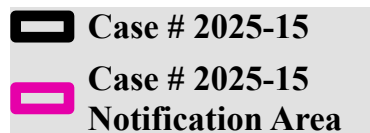


0 185 370 740 Feet

Zoning



Both Maps



Land Use Type

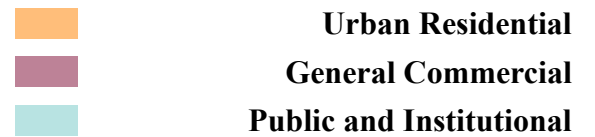


Exhibit 5 – Site Photos



Facing North



Facing Northwest



Facing Southwest



Facing East

ORDINANCE NO. XXXX

**AN ORDINANCE REZONING HIGHLANDS AT HORTH HILL 8TH ADDITION FROM
“R2” TWO-FAMILY RESIDENTIAL DISTRICT TO “R2” TWO-FAMILY
RESIDENTIAL DISTRICT WITH A “PUD OVERLAY” PLANNED UNIT
DEVELOPMENT.**

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

Section 1. That the property described below is hereby zoned **“R2” Two -Family Residential District with a “PUD Overlay” Planned Unit Development:**

**HIGHLANDS AT HORTH HILL 8TH ADDITION TO THE CITY OF MINOT, NORTH
DAKOTA**

Section 2. The **“R2” Two -Family Residential District with a “PUD Overlay” Planned Unit Development** zoning of the above described property and any development thereof shall be in accordance with said zoning district’s provisions as set forth in the Land Development Ordinance of the City of Minot. Additionally, the properties are subject to substantial compliance with the approved PUD plan provided in Exhibit 1 (attached and made part of this ordinance).

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, City Council President

Exhibit 1

PUD Plan

The following Planned Unit Development Plan (PUD Plan) applies to the following property:

Highlands at North Hill 8th Addition

The Planned Unit Development plan includes the following:

Subdivision

The respective plat of the affected lots is included by reference only and adjustments, not including the dissolution or creation of lots, may be made to alter shared property boundaries in line with the use and dimensional standards delineated in this document through the minor subdivision plat process outlined in the Land Development Ordinance of the City of Minot.

At present and for reference, a development agreement exists that applies to the properties a part of this PUD Plan and to other property outside of this PUD Plan that was approved on November 7, 2022 and recorded as instrument number 3070196. Minor subdivision plats to facilitate fulfillment of this agreement are permitted. All other changes to the referred to subdivision must follow the processes and procedures as prescribed by the Land Development Ordinance of the City of Minot at the time of application.

Housing Types

The housing uses of the affected properties shall be limited to single-family residential. This is considered the primary use of each respective property and nothing prohibits exercising other accessory or secondary uses as allowed within the Land Development Ordinance of the City of Minot (LDO).

Zoning Dimensional Standards

The zoning dimensional standards of the plan shall be as follows:

Setbacks

Front - 25'; Side – 5'; Rear – 20', Street Side – 25'

Lot Coverage

Lot coverage, as the term is defined within the LDO, shall be limited to 55%.

Lot Widths

Lot widths are, at a minimum, fifty feet (50') wide for an interior lot and, at a minimum, sixty-five feet (65') for a corner lot.

Building Elevations and Design

Building elevations and design, including specific floor plans and color schemes, must meet the requirements of the LDO, if any. For additional clarification, no specific elevations, design elements, materials, or other special requirements are necessary to be fulfilled within this development other than what is required within the Land Development Ordinance of the City of Minot (LDO).



TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: May 19, 2025

**SUBJECT: PUBLIC HEARING: CASE #2025-16 - HIGHLANDS ON NORTH HILL
8TH ADDITION - PRELIMINARY PLAT**

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122

Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

City Staff has been working with the 701 Development, LLP to finalize the Highlands at North Hill subdivision. This preliminary plat would establish 25 buildable single-family residential lots in the Highlands at North Hill 8th Addition.

B. Proposed Project

The legal description for the property is Lot 13, Block 1 Highlands at North Hill 7th Addition and Lot 6, Block 3 Highlands at North Hill 7th Addition to the City of Minot, Ward County, North Dakota

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

This preliminary plat would establish Highlands at North Hill 8th Addition.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.



Planning Commission Staff Report

Application Date: 02/25/2025

Date of Staff Report: 04/22/2025

Date of Planning Commission Meeting: 05/06/2025

Staff Contact: Doug Diedrichsen, Principal Planner

Staff Recommendation: Approval

Case Number: 2025-15

Project Name: Highlands at North Hill 8th
Addition– Preliminary Plat

Current Legal Description: See Project
Description

Proposed Legal Description: Highlands at North
Hill 8th Addition

Present Address: See Project Description

Entitlements Requested: Preliminary Plat,
Easement Vacation

Owners: 701 Development, LLP

Representative: Andrew Gudmunson, 701
Development & Rob Berard Ackerman Surveying

Present Zone(s): “R2” Two-Family Residential
w/PUD

Present Use(s): Vacant Land

Uses Allowed in Present Zone(s): See Chapter 2.2
for allowed and conditionally permitted uses
within each district.

Present Future Land Use Map Designation:
Urban Residential

Proposed Zone(s): “R2” Two-Family Residential w/PUD

Proposed Use(s): Single-Family Residential

Uses Allowed in Proposed Zone(s): See Chapter 2.2 for
allowed and conditionally permitted uses within each
district

Proposed Future Land Use Map Designation: No
Change

PROJECT DESCRIPTION:

Public hearing request by Andrew Gudmunson, 701 Development LLP, owner for a request of a preliminary plat and easement vacation on a property zoned “R2” Two-Family Residential District with a PUD Overlay. The preliminary Plat is for Highlands at North Hill 8th Addition. The legal description for the properties requesting the easement vacation are Lot 13, Block 1 Highlands at North Hill 7th Addition to the City of Minot, Ward County,

North Dakota and Lots 1, 2 and 3, Block 1 Highlands at North Hill 7th Addition to the City of Minot, Ward County, North Dakota

The subject properties addresses are 2416, 2420 and 2500 Ivory St and the lot to the south of those addresses that remains unassigned

An aerial, including the notification boundary, is provided in **Exhibit 1**.

BACKGROUND INFORMATION:

City staff has been working with 701 Development, LLP to finalize the Highlands at North Hill subdivision. This preliminary plat would establish Highlands at North Hill 8th Addition.

The request for vacation of the easement was withdrawn by the applicant on 4/15/2025.

A Developers agreement is on file with the City outlining the requirements for development of all future phases of the Highlands at North Hill subdivision.

The letter of intent is provided in **Exhibit 2**.

The preliminary plat is provided in **Exhibit 3**.

A map of the area zoning and future land use may be found in **Exhibit 4**.

Select site photos are available in **Exhibit 5**.

The Proposed PUD Plan amendment & Developer's Agreement is included in **Exhibit 6**.

STAFF ANALYSIS:

Subdivision Design Standards:

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

Section 10.2-7. D. requires that staff's report consider the nature of the proposed development as prescribed within Section 10.2-5 relating to whether or not it meets the technical requirements of Article 10, and if not,

whether any such requirements should be waived. To that end, staff provides the following guidance based on the various requirements of Chapter 10.3 – Design Standards:

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

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout, which is suitable for single-family residential construction as proposed. Section 10.3-2 is satisfied.

Section 10.3-3. requires that a subdivision name not already be utilized elsewhere and spelled correctly. The subdivision name Highlands at North Hill 8th Addition has not yet been taken and is spelled correctly. Staff finds Section 10.3-3 is satisfied.

Section 10.3-4. A-F. relating to Street Names and Numbering is not applicable, as there are no additional streets proposed via this subdivision. The streets were already dedicated and named in prior approvals.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as each of the proposed lots meets the minimum lot size of the proposed PUD Plan in Exhibit 7. Section 10.3-11 is satisfied.

As there are no changes to the right-of-way affecting the existing approved block length and the subdivision is eligible for longer-than-standard block lengths through the PUD process, Section 10.3-12 is satisfied.

The requirements of Section 10.3-13 relating to the dedication of right-of-way, easements, and street widths is satisfied, as there are no changes to the right-of-way, and the necessary easements for the pathway connection to the school site is provided as required by the amended development agreement dated November 7, 2022.

Sections 10.3-14 relates to sidewalks, which will be required for this subdivision and shall be installed in alignment with the requirements of this section. Section 10.3-14 is satisfied.

Section 10.3-15 related to public utilities is satisfied, each site is suitable, at a minimum, for residential use.

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

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

Comments:

- a) There were no public comments at the time of writing this staff report.
- b) The application was distributed to city departments and external public agencies within the City for review and the following comments were received:
 - a. Engineering

- a) Development shall comply with the previously approved storm water management plan
- b) Subdivision infrastructure plan required
- c) Infrastructure development agreement required
- d) Sewer connection fee required \$3,787/acre
- e) Sidewalks required

The comments from Engineering are standard general or commercial development policy and will be memorialized as conditions of approval.

FINDINGS OF FACT:

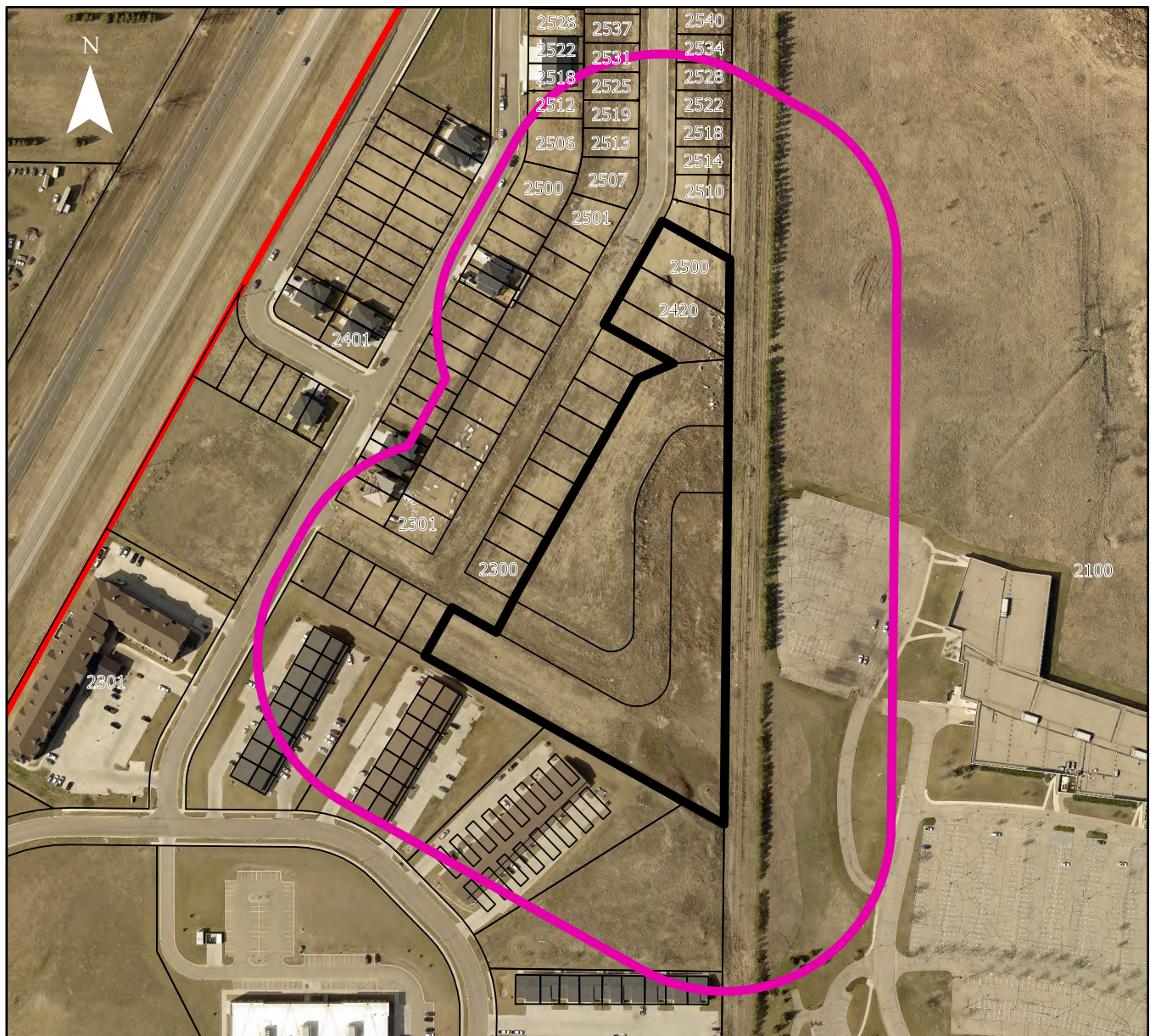
The Minot Planning Commission should accept the following findings of facts:

- 1) The applicants have submitted a complete application.
- 2) The present zoning is “R2” Two-Family Residential District with a “PUD Overlay” Planned Unit Development (PUD).
- 3) The City of Minot 2040 Comprehensive Plan Future Land Use (FLU) Map designates this area as Urban Residential.
- 4) Section 9.1-7 H. 1. is satisfied due to the need to add clarification and simplification to the original Planned Unit Development (PUD) plan on file at the City.
- 5) Section 9.1-7 H. 2. is satisfied, as the City and other public agencies will be able to provide services to support the request.
- 6) Section 9.1-7 H. 3. is satisfied, as there is no evidence that the amendment to the PUD plan on file at the City will substantially diminish the condition or value of the property in the vicinity.
- 7) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

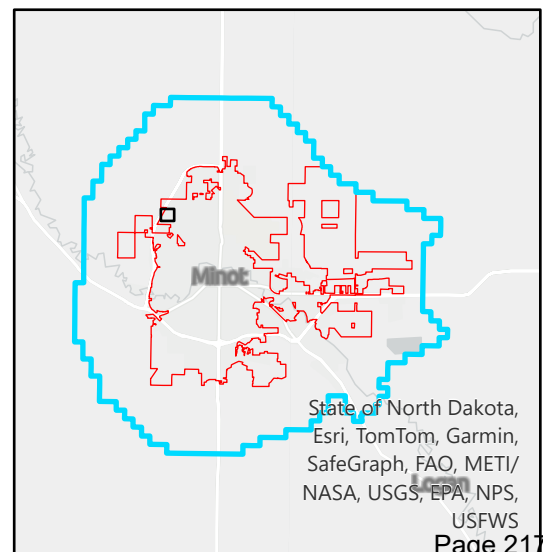
RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval to City Council for a major subdivision preliminary plat for Highlands at North Hill 8th Addition as provided in Exhibit 3 with the following conditions.

1. Development shall comply with the previously approved Development Agreement
2. Development shall comply with the proposed PUD plan amendment
3. Development shall comply with the previously approved storm water management plan
4. Subdivision infrastructure plan required
5. Infrastructure development agreement required
6. Sewer connection fee required \$3,787/acre
7. Sidewalks required



- Two Mile Boundary
- City Limits
- Case # 2025-16
- Case 2025-16 Notification Area





Highlands at North Hill 8th Addition Plat, PUD Amendment, and Walkway Easement Vacation

The subject 5.56 ± acre property is zoned R2 with a PUD Overlay and is located in northwest Minot as part the remaining un-built portion of the Highlands at North Hill Residential Subdivision. The owner group / developer is proposing a housing product shift to single family detached to allow for the construction of 25 single family (SF) detached units on lots with a minimum width of 52.0'. The 8th Addition Plat will consist of Block 1 Lots 1-11, Block 2 Lots -14, and 1.34 ± acres of publicly dedicated Right-of-Way improved with required supporting infrastructure.

The PUD Amendment speaks to the single-family housing type to be constructed on the subject 25 lots as provided by attachment (representative models w/elevations). Note that any accessory and secondary uses as allowed within the Minot Land Development Ordinance are not considered limited by the primary uses described in the referenced attachment.

As an extension of the Plat and PUD Amendment, the owner group/ developer is seeking to vacate the existing 20' wide walkway easement located within Block 1 Lots 1, 2, and 13 of the Highlands at North Hill 7th Addition Plat, reference the 20' Walkway Easement Vacation Exhibit provided by attachment. An equivalent pedestrian connection is provided by the sidewalk system being constructed as part of the required Right-of-Way improvements. This sidewalk system provides the interconnection with the new Minot North High School property located immediately to the east of the Highlands at North Hill Subdivision.

HEADQUARTERS
1907 17TH ST SE
MINOT, ND 58701
701.837.8737

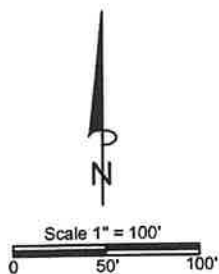
3315 45TH ST S
SUITE 100
FARGO, ND 58104
701.551.1250

3210 27TH ST W
SUITE 200
WILLISTON, ND 58801
701.577.4127

7661 W RIVERSIDE DR
SUITE 102
GARDEN CITY, ID 83714
208.853.6470

PRELIMINARY PLAT OF HIGHLANDS AT NORTH HILL 8TH ADDITION

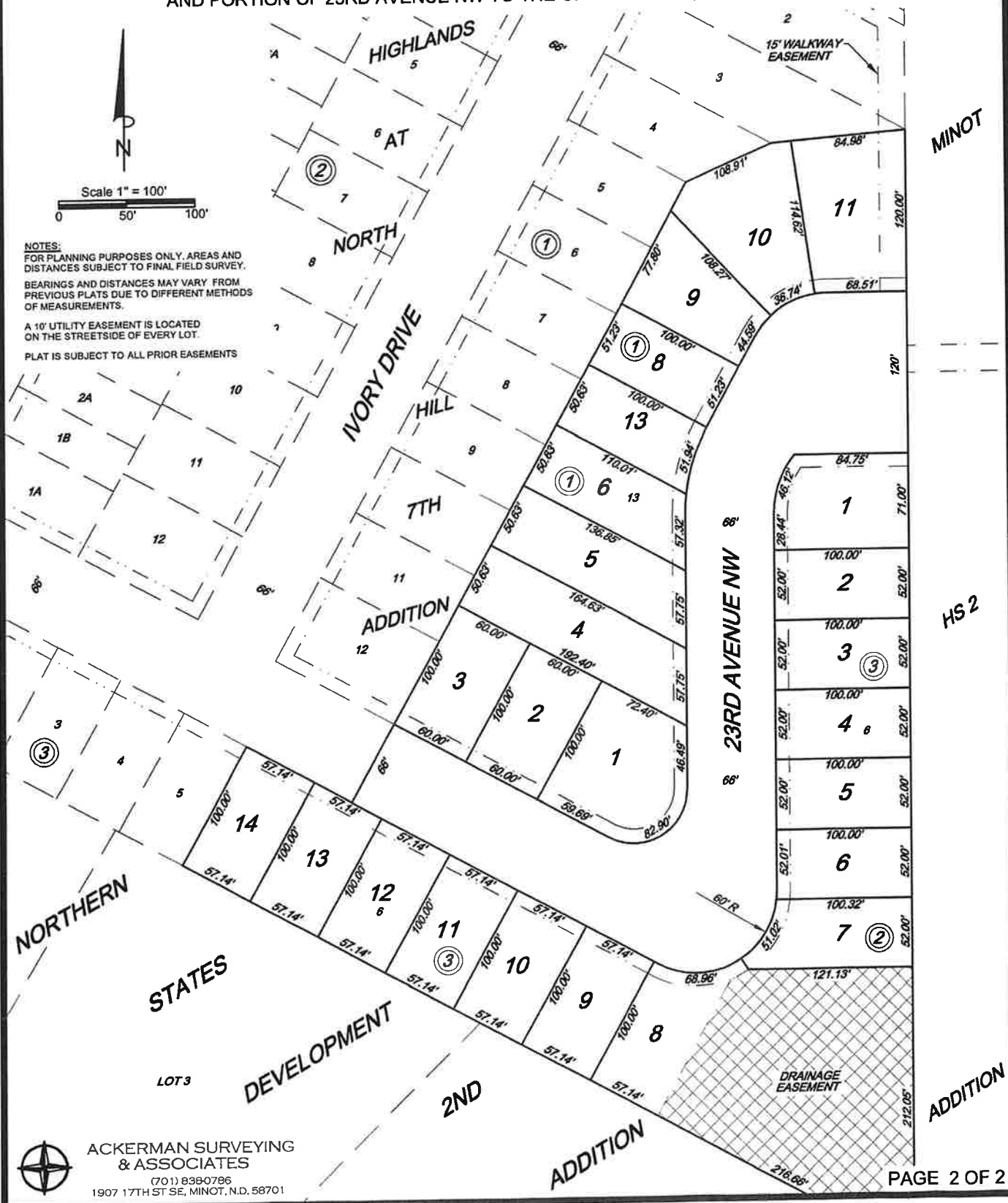
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 13, BLOCK 1 AND LOT 6, BLOCK 3, HIGHLANDS AT NORTH HILL 7TH ADDITION
AND PORTION OF 23RD AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA



NOTES:
FOR PLANNING PURPOSES ONLY. AREAS AND DISTANCES SUBJECT TO FINAL FIELD SURVEY.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.

A 10' UTILITY EASEMENT IS LOCATED ON THE STREETSIDE OF EVERY LOT.

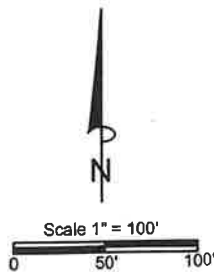
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS



ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

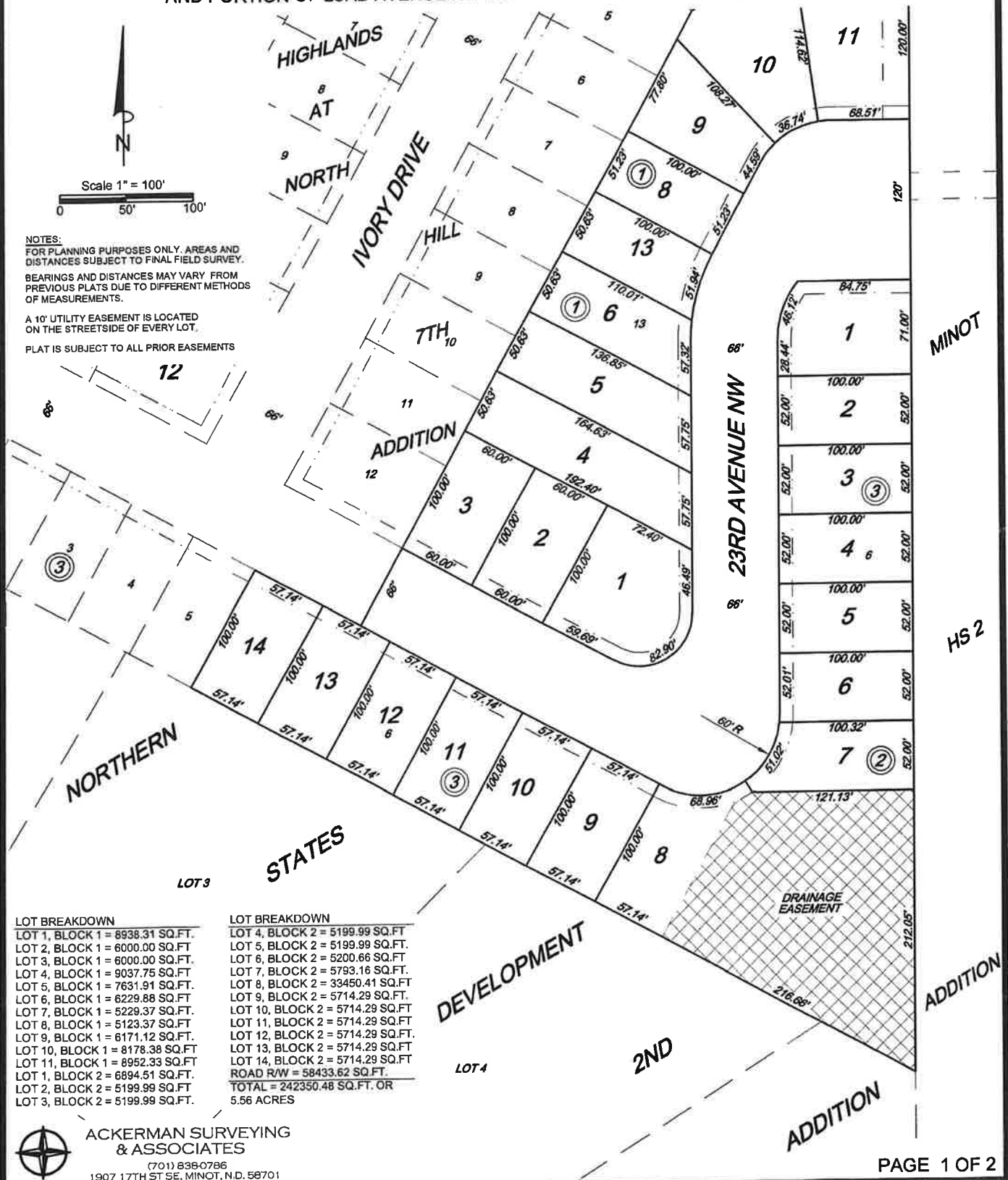
PRELIMINARY PLAT OF HIGHLANDS AT NORTH HILL 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 13, BLOCK 1 AND LOT 6, BLOCK 3, HIGHLANDS AT NORTH HILL 7TH ADDITION
AND PORTION OF 23RD AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA



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PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.

A 10' UTILITY EASEMENT IS LOCATED
ON THE STREETSIDE OF EVERY LOT.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS



LOT BREAKDOWN

LOT 1, BLOCK 1 = 8938.31 SQ.FT.
LOT 2, BLOCK 1 = 6000.00 SQ.FT.
LOT 3, BLOCK 1 = 6000.00 SQ.FT.
LOT 4, BLOCK 1 = 9037.75 SQ.FT.
LOT 5, BLOCK 1 = 7631.91 SQ.FT.
LOT 6, BLOCK 1 = 6229.88 SQ.FT.
LOT 7, BLOCK 1 = 5229.37 SQ.FT.
LOT 8, BLOCK 1 = 5123.37 SQ.FT.
LOT 9, BLOCK 1 = 6171.12 SQ.FT.
LOT 10, BLOCK 1 = 8178.38 SQ.FT.
LOT 11, BLOCK 1 = 8952.33 SQ.FT.
LOT 1, BLOCK 2 = 6894.51 SQ.FT.
LOT 2, BLOCK 2 = 5199.99 SQ.FT.
LOT 3, BLOCK 2 = 5199.99 SQ.FT.

LOT BREAKDOWN

LOT 4, BLOCK 2 = 5199.99 SQ.FT.
LOT 5, BLOCK 2 = 5199.99 SQ.FT.
LOT 6, BLOCK 2 = 5200.66 SQ.FT.
LOT 7, BLOCK 2 = 5793.16 SQ.FT.
LOT 8, BLOCK 2 = 33450.41 SQ.FT.
LOT 9, BLOCK 2 = 5714.29 SQ.FT.
LOT 10, BLOCK 2 = 5714.29 SQ.FT.
LOT 11, BLOCK 2 = 5714.29 SQ.FT.
LOT 12, BLOCK 2 = 5714.29 SQ.FT.
LOT 13, BLOCK 2 = 5714.29 SQ.FT.
LOT 14, BLOCK 2 = 5714.29 SQ.FT.
ROAD R/W = 58433.62 SQ.FT.
TOTAL = 242350.48 SQ.FT. OR
5.56 ACRES

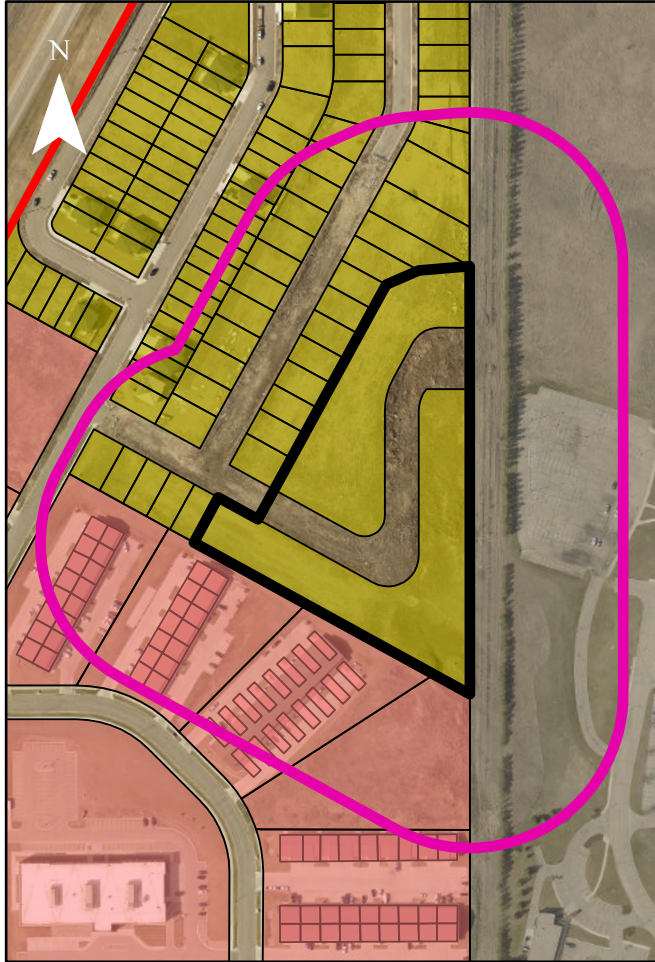


ACKERMAN SURVEYING
& ASSOCIATES

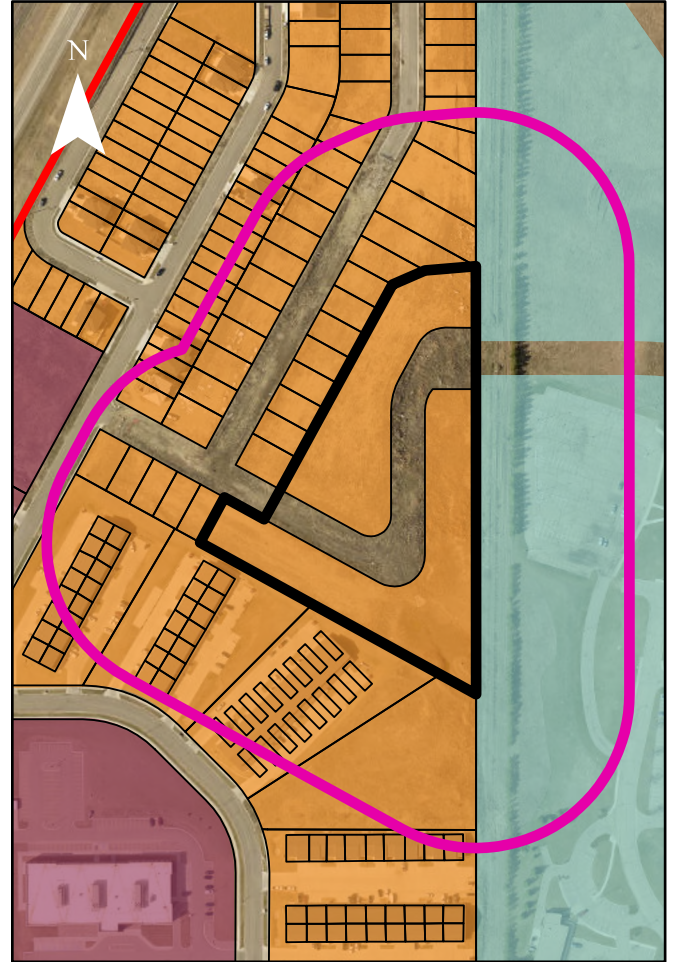
(701) 836-0786
1907 17TH ST SE, MINOT, N.D. 58701

PAGE 1 OF 2

ZONING



FUTURE LAND USE

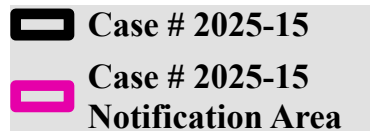


0 185 370 740 Feet

Zoning



Both Maps



Land Use Type

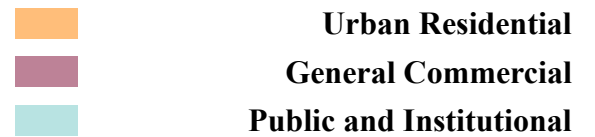


Exhibit 5 – Site Photos



Walking trail



Facing North



Facing Northwest



Facing Southwest



Facing East

PUD Plan

The following Planned Unit Development Plan (PUD Plan) applies to the following property:

Highlands at North Hill 8th Addition

The Planned Unit Development plan includes the following:

Subdivision

The respective plat of the affected lots is included by reference only and adjustments, not including the dissolution or creation of lots, may be made to alter shared property boundaries in line with the use and dimensional standards delineated in this document through the minor subdivision plat process outlined in the Land Development Ordinance of the City of Minot.

At present and for reference, a development agreement exists that applies to the properties a part of this PUD Plan and to other property outside of this PUD Plan that was approved on November 7, 2022 and recorded as instrument number 3070196. Minor subdivision plats to facilitate fulfillment of this agreement are permitted. All other changes to the referred to subdivision must follow the processes and procedures as prescribed by the Land Development Ordinance of the City of Minot at the time of application.

Housing Type and Future Development

The housing uses of the affected properties shall be limited to those housing types as illustrated in Attachment 'A'. These are considered the primary use of each respective property and nothing in Attachment 'A' prohibits exercising other accessory or secondary uses as allowed within the Land Development Ordinance of the City of Minot (LDO).

Zoning Dimensional Standards

The zoning dimensional standards of the plan shall be as follows:

Setbacks

Front - 25'; Side – 5'; Rear – 20', Street Side – 25'

Lot Coverage

Lot coverage, as the term is defined within the LDO, shall be limited to 55%.

Lot Widths

Lot widths are, at a minimum, fifty feet (50') wide for an interior lot and, at a minimum, sixty-five feet (65') for a corner lot.

Building Elevations and Design

Building elevations and design, including specific floor plans and color schemes, must meet the requirements of the LDO, if any.



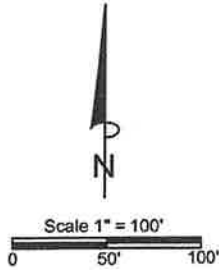
0 100 200 400 Feet

Highlands N Hill 8th
Lots



PRELIMINARY PLAT OF HIGHLANDS AT NORTH HILL 8TH ADDITION

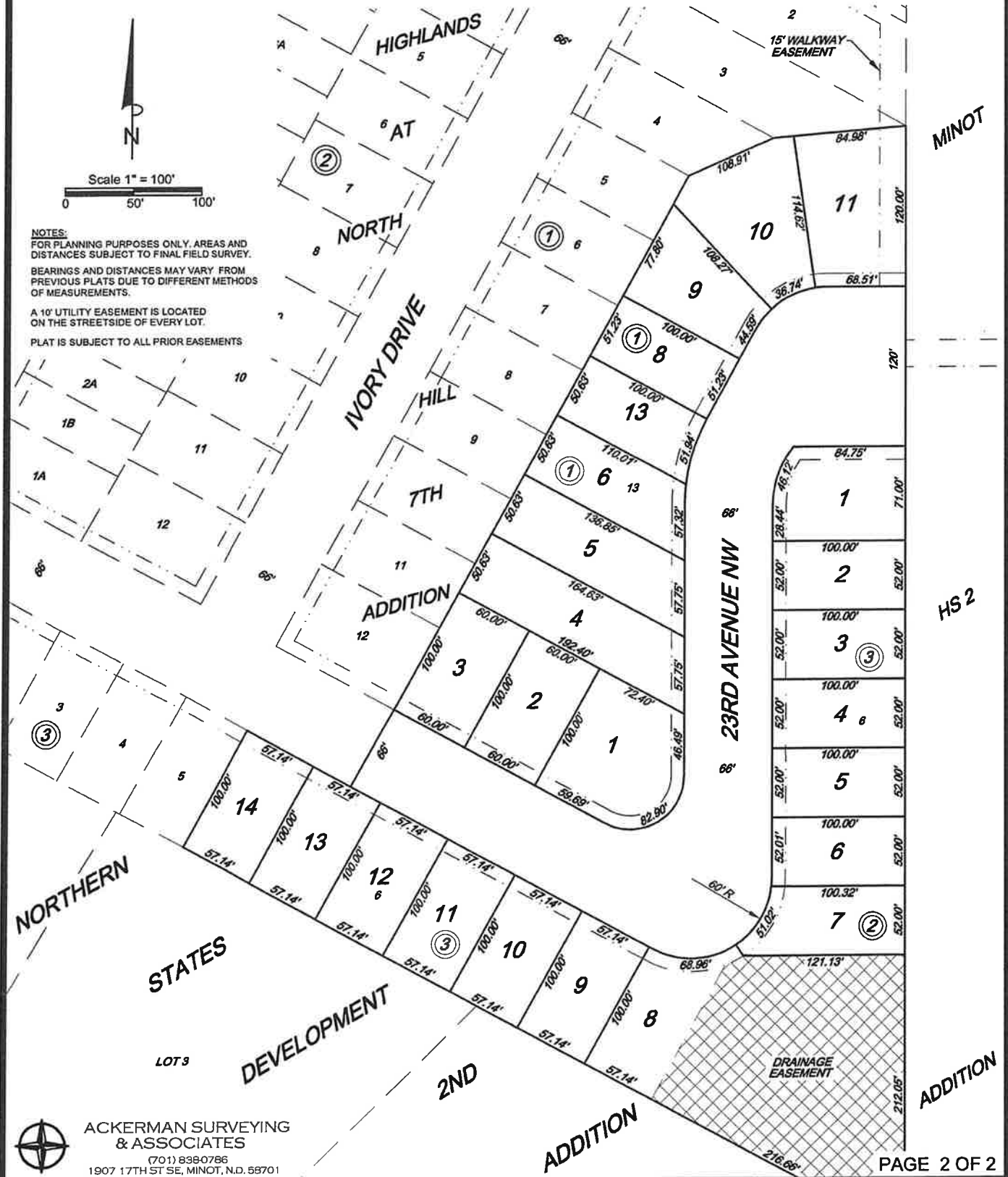
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 13, BLOCK 1 AND LOT 6, BLOCK 3, HIGHLANDS AT NORTH HILL 7TH ADDITION
AND PORTION OF 23RD AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA



NOTES:
FOR PLANNING PURPOSES ONLY. AREAS AND DISTANCES SUBJECT TO FINAL FIELD SURVEY.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.

A 10' UTILITY EASEMENT IS LOCATED ON THE STREETSIDE OF EVERY LOT.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS.

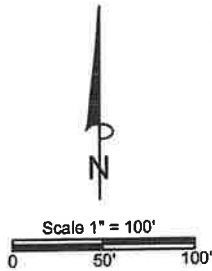


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(701) 839-0786
1907 17TH ST SE, MINOT, N.D. 58701

PAGE 2 OF 2

PRELIMINARY PLAT OF HIGHLANDS AT NORTH HILL 8TH ADDITION

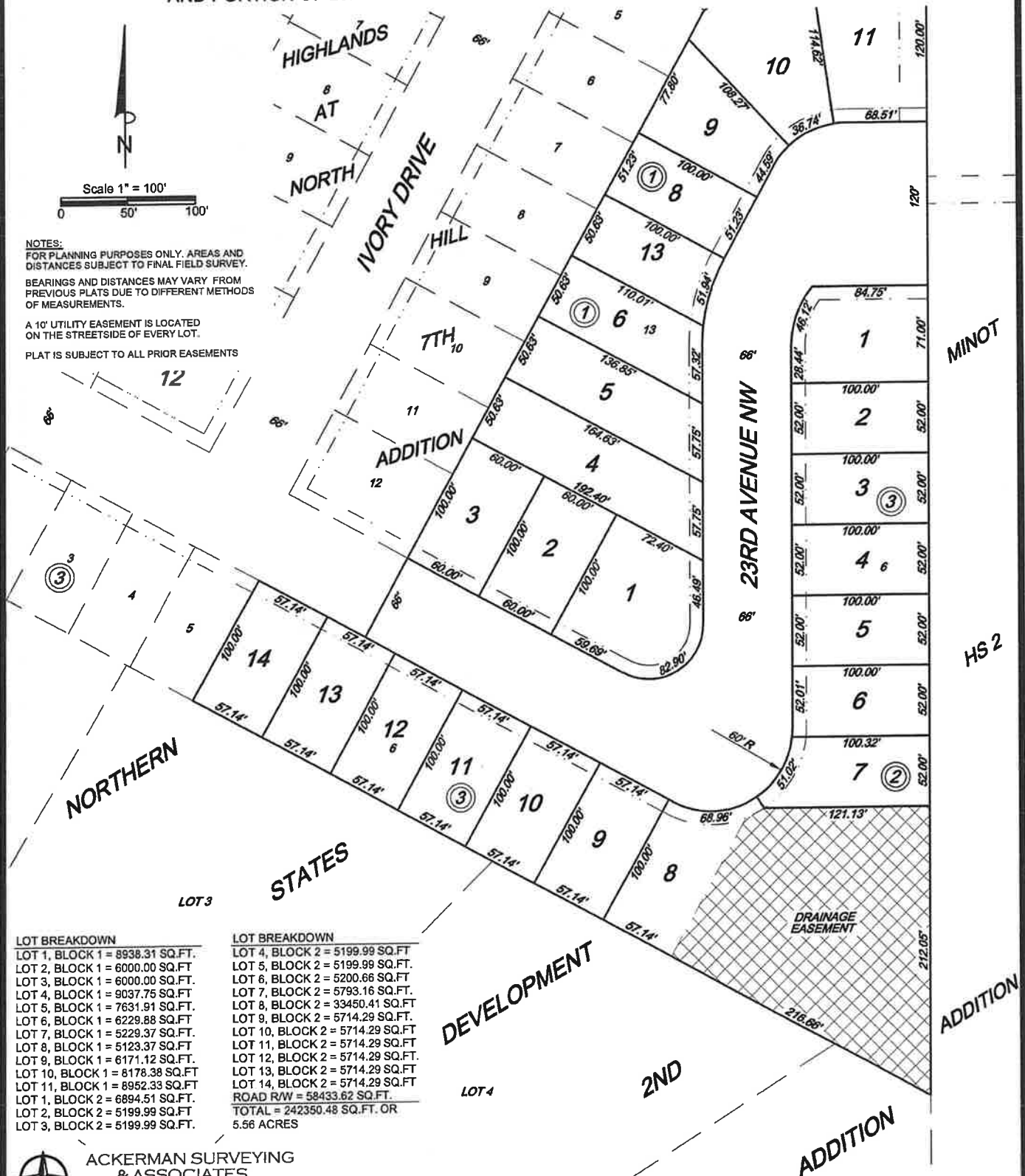
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 13, BLOCK 1 AND LOT 6, BLOCK 3, HIGHLANDS AT NORTH HILL 7TH ADDITION
AND PORTION OF 23RD AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA



NOTES:
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DISTANCES SUBJECT TO FINAL FIELD SURVEY.
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.

A 10' UTILITY EASEMENT IS LOCATED
ON THE STREETSIDE OF EVERY LOT.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS



LOT BREAKDOWN

LOT 1, BLOCK 1 = 8938.31 SQ.FT.
LOT 2, BLOCK 1 = 6000.00 SQ.FT.
LOT 3, BLOCK 1 = 6000.00 SQ.FT.
LOT 4, BLOCK 1 = 9037.75 SQ.FT.
LOT 5, BLOCK 1 = 7631.91 SQ.FT.
LOT 6, BLOCK 1 = 6229.88 SQ.FT.
LOT 7, BLOCK 1 = 5229.37 SQ.FT.
LOT 8, BLOCK 1 = 5123.37 SQ.FT.
LOT 9, BLOCK 1 = 6171.12 SQ.FT.
LOT 10, BLOCK 1 = 8178.38 SQ.FT.
LOT 11, BLOCK 1 = 8952.33 SQ.FT.
LOT 1, BLOCK 2 = 6894.51 SQ.FT.
LOT 2, BLOCK 2 = 5199.99 SQ.FT.
LOT 3, BLOCK 2 = 5199.99 SQ.FT.

LOT BREAKDOWN

LOT 4, BLOCK 2 = 5199.99 SQ.FT.
LOT 5, BLOCK 2 = 5199.99 SQ.FT.
LOT 6, BLOCK 2 = 5200.66 SQ.FT.
LOT 7, BLOCK 2 = 5793.16 SQ.FT.
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ROAD R/W = 58433.62 SQ.FT.
TOTAL = 242350.48 SQ.FT. OR
5.56 ACRES



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& ASSOCIATES

(701) 8360786
1907 17TH ST SE, MINOT, N.D. 58701

PAGE 1 OF 2





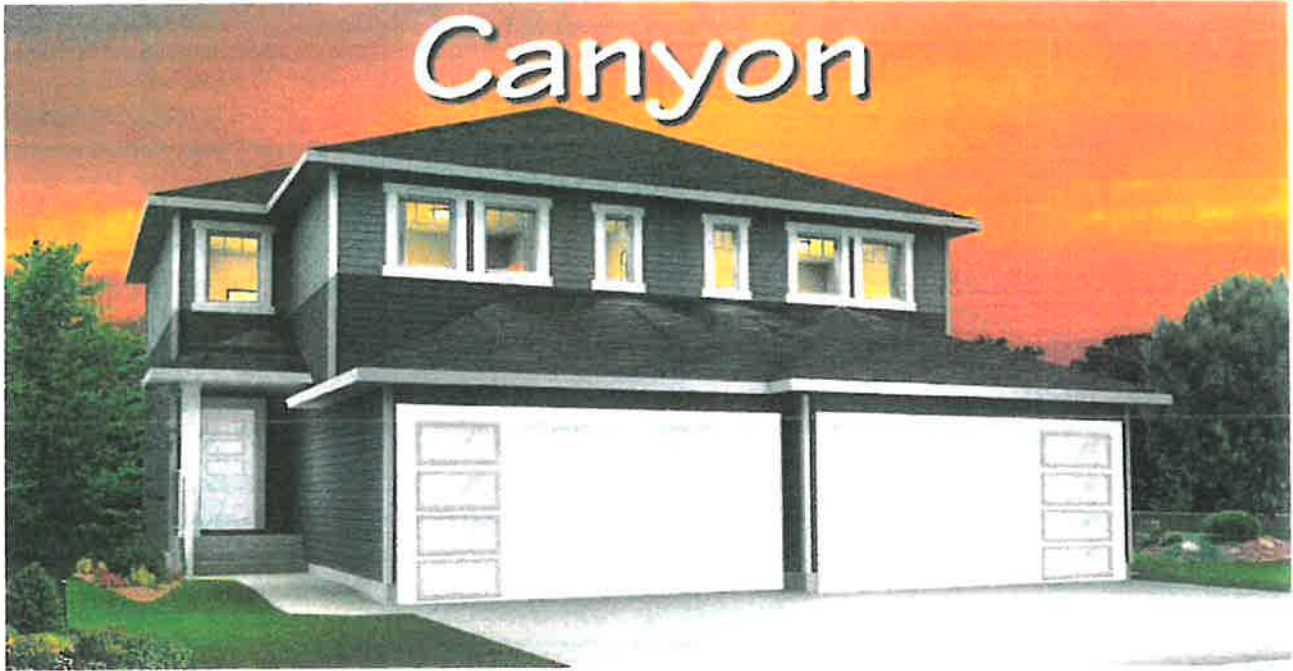
ATTACHMENT A

HIGHLANDS AT NORTH HILL 3RD ADDITION

COLOR PALETTE

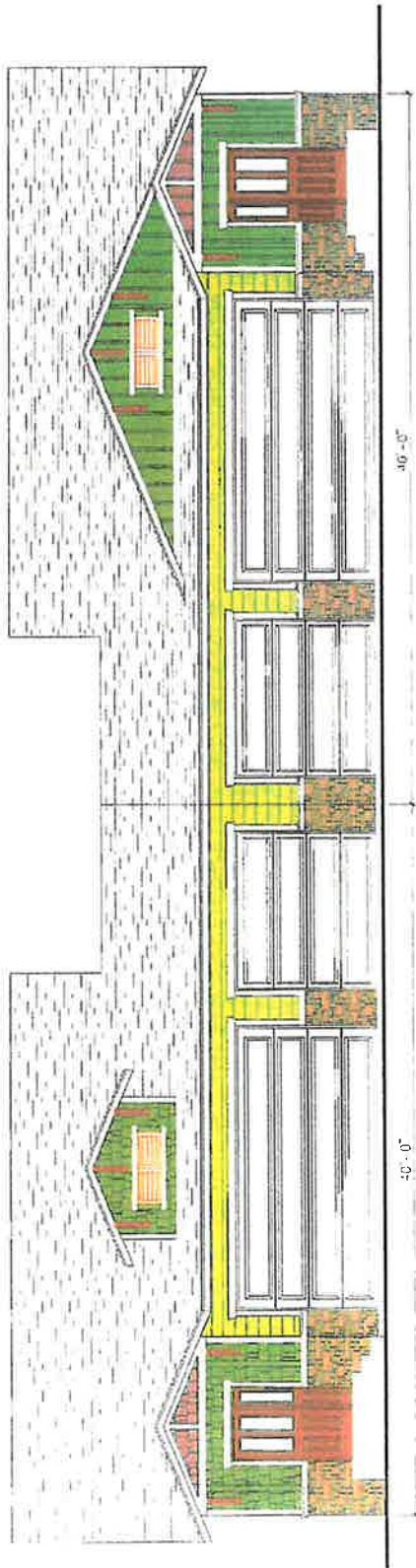






Granite



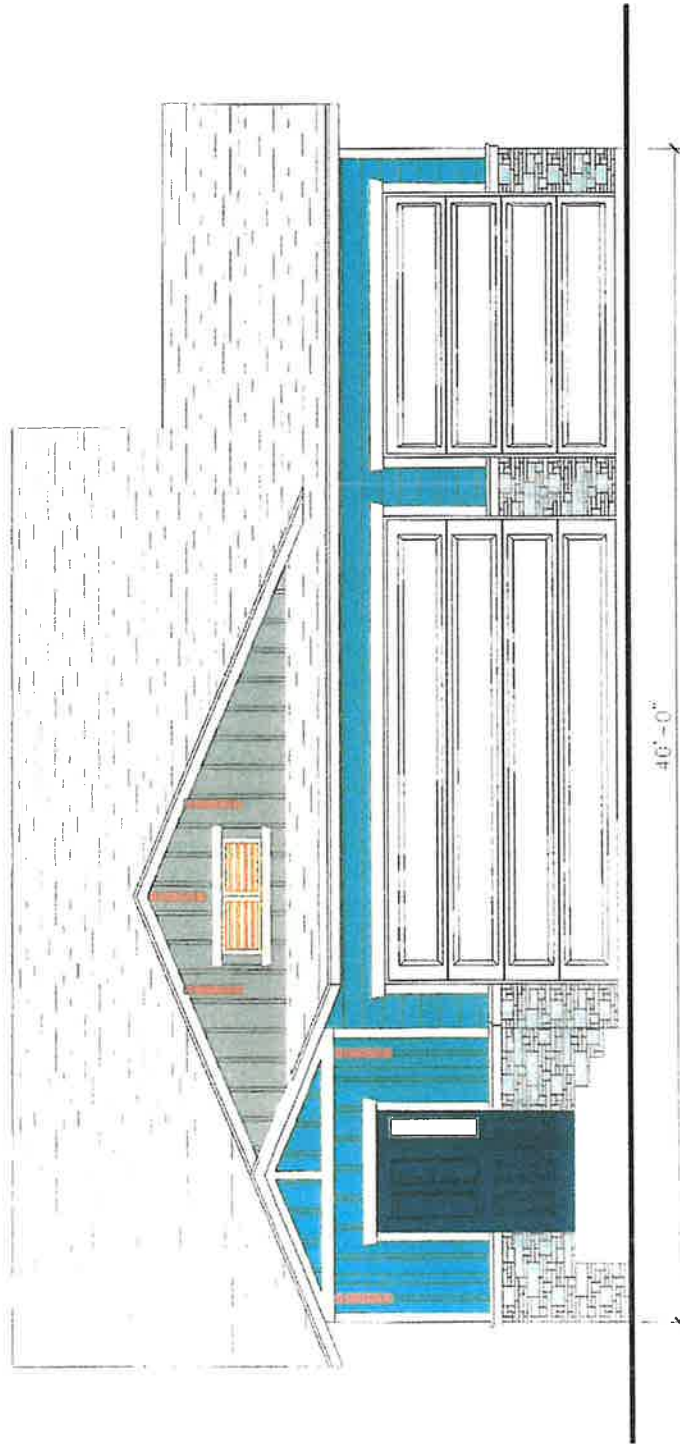


3 UNIT TOWNHOUSE
FRONT ELEVATION

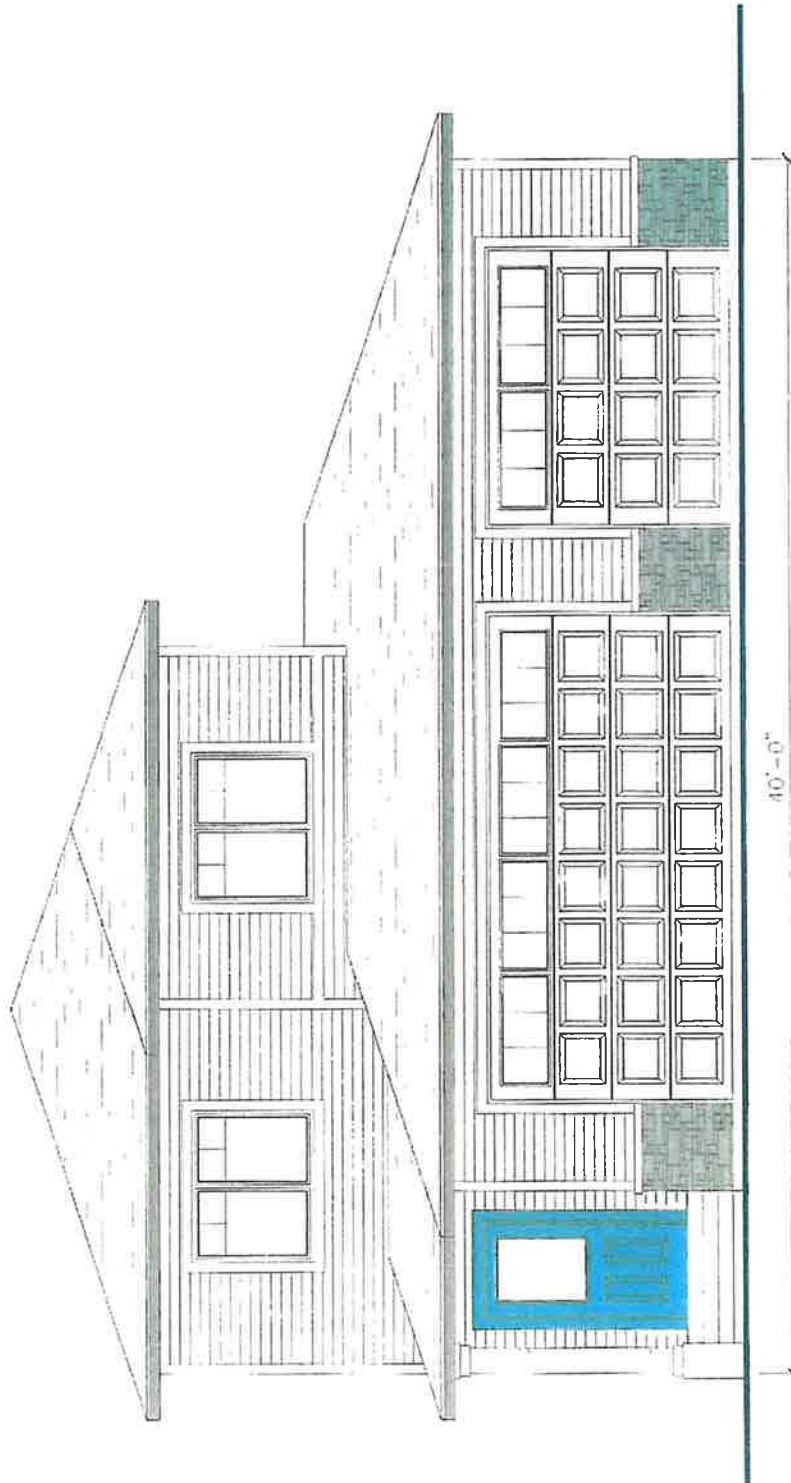


Page 6 of 12

2



SINGLE FAMILY
FRONT ELEVATION



S.C.P.
 SINGLE FAMIL.
 FRON. ELEVATION







Attachment A



Attachment A



Attachment A



Attachment A



Attachment A



FIRST AMENDMENT TO THE HIGHLANDS AT NORTH HILL 2ND AND 3RD ADDITION PLATS DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE HIGHLANDS AT NORTH HILL 2ND AND 3RD ADDITION PLATS DEVELOPMENT AGREEMENT is made and entered into this 9th day of November, 2022, by and between the City of Minot, a municipal corporation, hereinafter the "City," and the successors to the original Development Agreement, 701 Development, LLP, hereinafter "Developer 1", Four Seasons Construction, Inc., hereinafter "Developer 2", and owners of Lots 3A & 3B, Block 1, Lots 1A & 1B, 7A & 7B, 12A & 12B, Block 2, Lots 1A & 1B, 2A & 2B, 7A & 7B, Block 4, all within the Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota, and Lots 9A & 9B, Block 3 Highlands at North Hill 3rd Addition, to the City of Minot, North Dakota, hereinafter "Landowners." Developer 1, Developer 2, and Landowners are collectively referred to herein as the "Property Owners." The City, Developer 1, Developer 2, and Landowners are collectively referred to herein as the "Parties."

WHEREAS, the City and the original Developer entered into the Development Agreement on August 23, 2017; and

WHEREAS, the City may enter into a development agreement with a person having ownership or control of real property within its jurisdiction; and

WHEREAS, this First Amendment To The Highlands At North Hill 2nd And 3rd Addition Plats Development Agreement (hereinafter the "Agreement"), relates to the Highlands at North Hill 2nd Addition and Highlands at North Hill 3rd Addition, owned by the Property Owners, and located within the City of Minot, whose legal description is Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota and Highlands at North Hill 3rd Addition, to the City of Minot, Ward County, North Dakota respectively (hereinafter the "Property"); and

WHEREAS, the Property was originally platted as Highlands at North Hill 2nd Addition to the City of Minot, North Dakota, which was recorded with the Ward County Recorder on November 18, 2015 and assigned instrument number 2992228; and

WHEREAS, a portion of Highlands at North Hill 2nd Addition was re-platted as Highlands at North Hill 3rd Addition to the City of Minot, North Dakota, which was recorded with the Ward County Recorder on August 15, 2017 and assigned instrument number 3011101; and

WHEREAS, the Planning Commission recommended City Council approve the zoning map amendment and subdivision plat of Highlands at North Hill 3rd Addition, subject to conditions, on February 27, 2017; and

WHEREAS, the City Council approved the subdivision plat of Highlands at North Hill 3rd Addition and the first reading of Ordinance 5171, a zoning map amendment, subject to conditions, on March 13, 2017; and

WHEREAS, the City Council approved the second reading of Ordinance 5171, a zoning map amendment of Highlands at North Hill 3rd Addition, subject to conditions, on October 2, 2017; and

WHEREAS, the purpose of this Agreement is to amend and supersede the prior development agreement known as Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement, which was recorded with the Ward County Recorder on September 13, 2017 and assigned instrument number 3012010; and.

WHEREAS, the Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement condition 9. required the formulation of a home owners association to cover the operation and maintenance of the development's common elements; and

WHEREAS, the original Developer sold its interest in the underlying Property to the Property Owners; and

WHEREAS, the Property Owners desire to remove the requirement for a homeowner's association and coordinate dedication of land and long-term operation and maintenance to be performed by the Minot Park District, hereinafter Park District; and

WHEREAS, there are other methods of ensuring common elements such as stormwater ponds do not become the maintenance responsibility of the City that are preferable given the current arrangement of lots and existing Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement; and

WHEREAS, the Parties now desire to amend the Development Agreement; and

WHEREAS, The Parties approved this Agreement and agree that the First Amendment will amend and supersede the Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement; and

WHEREAS, this Agreement is necessary to ensure the orderly development of the site and expound on, modify, and memorialize the conditions of approval of the Property from October 2, 2017; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree that this First Amendment, with the effective date as described above, supersedes the original Development Agreement in its entirety:

Condition #1 (October 2, 2017 Regular City Council Meeting): Developer's Agreement with the City of Minot is required to be approved and recorded before the plat can be recorded.

- a) This condition is the obligation of the Property Owners.
- b) This condition is fulfilled upon recordation of this Agreement with the Ward County Recorder's Office at Developer 1's expense.

Condition #2 (October 2, 2017 Regular City Council Meeting): The information provided on the plans for the proposed open space areas and associated amenity package shall be made part of the agreement.

- a) This condition is the obligation of Developer 1.

- b) Developer 1 shall continue to work with the Park District with regard to the design of park facilities on Lot 1, Highlands at North Hill 4th Addition.
- c) A financial security valued at 120% of the estimated construction costs for the park facilities must be provided to the Park District by February 1, 2023.
- d) The installation of park improvements on Lot 1, Highlands at North Hill 4th Addition (as depicted on the minor plat application on file with the City and further known as Case # 2022-08-01) shall be finalized no later than September 1, 2023.
- e) If the park improvements are not installed by September 1, 2023 the issuance of new residential building permits shall cease until that time the park improvements are finalized.
- f) A one-time extension of up to one year may be granted to Developer 1 upon written concurrence of the City's Community Development Department and Park District.
- g) Upon finalization of the installation of park facilities on Lot 1, Highlands at North Hill 4th Addition, Developer 1 shall transfer ownership of the property to the Park District, who will then be responsible for long-term maintenance.
- h) The lots containing the Community Open Space and Access Easement shall be re-platted to remove said easement.
- i) The approximate mid-block pedestrian pathway to connect Ivory St. and Landmark Dr. shall not be required to provide pedestrian connectivity and rather the public sidewalk system shall be relied upon to provide connection to park facilities on Lot 1, Highlands at North Hill 4th Addition. It is acknowledged that Developer 1 is considering a redesign of the layout of lots and streets in the unimproved area of the Property (23rd Ave. NW and south of 2501 Ivory St.). In any event, as part of the existing development or redevelopment, the Developer shall incorporate a public access and maintenance easement twenty feet (20') in width, including the installation of a five-foot (5') wide sidewalk connection with one tree every twenty (20) lineal feet along each side of the sidewalk connection from Landmark Dr. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. Any modification shall be submitted to the Community Development Department and reviewed and processed in accordance with the City's ordinances.
- j) The installation of the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. shall be finalized no later than August 1, 2024.
- k) If the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. is not installed by August 1, 2024, the issuance of new residential building permits shall cease until that time the sidewalk connection is installed.

- l) A one-time extension of up to one year may be granted to Developer 1 upon written concurrence of the City's Community Development Department and the Park District.
- m) Upon finalization of the installation of the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW., the Park District will be responsible for long-term maintenance of the pedestrian pathway and landscaping improvements contained within the easement.
- n) Building permits will not be issued for the unimproved area of the Property (23rd Ave. NW and south of 2501 Ivory St.) until the five-foot (5') sidewalk connection from Landmark Dr. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW is installed and the required street and utility improvements are completed and approved by the City
- o) The transfer of ownership of proposed Lot 1, Highlands at North Hill 4th Addition, on file at the City, and installation of pedestrian connections shall be considered sufficient to meet the requirements of Chapter 10.4 – Public Land Dedication and no additional park fees are required by the Property Owners.
- p) This condition is fulfilled upon the satisfactory installation of the park and sidewalk connections.

Condition #3 (October 2, 2017 Regular City Council Meeting): Proposed building elevations depicting architectural style and construction materials, finishes and colors shall be made part of the plan.

- a) This condition is the obligation of the Property Owners.
- b) This condition is considered fulfilled as of the second reading of Ordinance 5171 on October 2, 2017.
- c) For clarification, the “plan” is the R2 with a PUD/R4 Plans on file with the City and provided for reference as Attachment A to this Agreement. Modifications to the R2 with a PUD/R4 Plans, if any, must follow the procedures for major or minor change to a PUD as provided in the Land Development Ordinance of the City of Minot (LDO).
- d) For clarification, the setbacks approved by the PUD Plan are twenty-five feet (25') in the front, five feet (5') on the side, and twenty-feet (20') in the rear.
- e) For clarification, the lot coverage allowance is fifty-five percent (55%).
- f) For clarification, the Property Owners collectively or independently may request a zoning map amendment to another designation other than R2 with a PUD/R4 at a future date and the application will be evaluated based on the approval criteria for the respective application types as outlined in the LDO at the time of application. If successful, the

property(ies) subject to the application would no longer need to abide by the R2 with a PUD/R4 Plan on file with the City as provided in Attachment A.

Condition #4 (October 2, 2017 Regular City Council Meeting): Homeowner's association must be created, recorded, and in place for the maintenance of all open space and storm water management areas before plat can be recorded.

- a) This condition is the obligation of Developer 1.
- b) Developer 1 shall either create a homeowner's association, including all Property Owners, or follow the parks improvements and dedication requirements as provided in Condition #2 of this Agreement.
- c) Developer 1 shall complete all of the required improvements identified through the Development Restart Inspection and 2017 Final Punch List as provided in Attachment B and C respectively of this Agreement.
- d) Developer 1 shall submit to the City a financial security meeting the requirements of Section 10.3-21 of the City's Land Development Ordinance, for all improvements identified in Condition #4. c).
- e) Developer 1 shall comply with the approved stormwater management plan (SWMP) on file with the City. Any amendment to the approved SWMP is subject to approval by the City's Engineering Department.
- f) Developer 1 may continue to work with the neighboring property to the north of the Property in an effort to coordinate facilitation of part of the Property's stormwater flows. If possible, the northern stormwater ponds located on Lots 1A & 1B, Block 5, Highlands at North Hill 2nd Addition may seek a re-plat to remove the stormwater easement encumbering these properties and establish new lots to accommodate dwellings. The aforementioned is subject to all City entitlement processes, standards, and specifications and this potentiality is not assurance of approval by the City.
- g) The southernmost stormwater ponds located on Lots 5B & 6A, Block 6, Highlands at North Hill 2nd Addition, if redeveloped, must be incorporated into a lot with a privately-owned primary use/structure to insulate the City from receipt of the land for unpaid taxes.
- h) Developer 1 or one or more maintenance entities created by Developer 1 will be required to operate and maintain the storm water infrastructure that is located outside the right-of-way and in dedicated easements. This includes any pipes, channels, ponds, and outlet structures located throughout Highlands at North Hill 2nd and 3rd Additions.
 1. An operation and maintenance plan must be submitted to the City for approval before the plat will be recorded.

2. If Developer 1 creates one or more maintenance entities, such as a property owner's association, the association must be officially created and recorded at the Ward County Recorder's Office.
3. Developer 1 consents and agrees that if Developer 1 or a maintenance entity created by Developer 1 does not maintain the storm water infrastructure according to the operations and maintenance plan, the City is authorized to enter the property where the infrastructure is located and perform any maintenance required. The City's cost to perform the maintenance will be billed to Developer 1 or an entity Developer 1 creates to be responsible for maintenance. The City also reserves the right to place the cost of maintenance on the ad valorem taxes of the benefitting properties.
4. All storm water infrastructure, including but not limited to channels and ponds, outside the right of way, must have an easement (storm water and access) recorded over the improvements. The easement width and location shall be approved by the City Engineer.

Condition #5 (October 2, 2017 Regular City Council Meeting): All amenities for the open space areas including the trail, picnic tables, grills, trees and seeding shall be completed at such time as fifty percent (50%) of the homes are occupied in Lots 1-6, Block 1 and Lots 1-10, Block 2, and Lots 1-7, 8A-10B, Block 3.

- a) This condition is amended via the requirements within Condition #2 of this Agreement.

Condition #6 (October 2, 2017 Regular City Council Meeting): New water and sewer services must be installed to the proposed lots at locations identified per city specifications. The old water and sewer services must be removed back to the water and sewer mains and properly capped.

- a) This condition is amended via the requirements provided by Condition #4 of this Agreement.

Condition #7 (October 2, 2017 Regular City Council Meeting): The developer shall be responsible for installation of the eight-foot wide public sidewalks at all locations shown on the plat in coordination with the Engineering and Public Works Departments of the City.

- a) This condition is the obligation of the Property Owners.
- b) The preference by the City's Engineering Department is for the inclusion of standard five-foot (5') sidewalks throughout the Development. Those sidewalks that are already established as eight-foot (8') sidewalks shall be reconstructed as five-foot (5') sidewalks at the time of necessary repair by the abutting property owner.

- c) All new sidewalks shall be five-foot (5') in width.
- d) The owners of lots adjoining properties with eight-foot (8') sidewalks shall work with the City's Engineering Department on acceptable installation to "taper" the sidewalk from eight-foot (8') to five-foot (5') in those areas of transition. Sidewalks shall be installed at the same time as new residential construction on the respective lot.
- e) This condition is considered fulfilled upon the installation of sidewalks throughout the Development meeting the standards and specifications of the City's Engineering Department.

This Agreement shall be governed by and interpreted according to North Dakota law. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Ward County, North Dakota.

Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against the Property Owners, their successors and assigns in accordance with its terms.

Neither this Agreement nor any item hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing, signed by the Parties hereto.

If a Court finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.

Property Owners agree to at all times comply and be in compliance with all federal, state, and municipal laws while this agreement is in effect, including but not limited to those relating to the payment of taxes or other charges on tickets, admissions, or in any way connected with Property Owners' activities in connection with this agreement. Property Owners' failure or omission to comply with any such federal, state, or municipal laws will be considered a material breach of this agreement and will justify immediate termination of this agreement by the City.

This Agreement supersedes any and all prior understandings of the Parties, oral or written, in connection with the subject matter hereof and is intended by the Parties to be a complete and exclusive statement of their commitments and responsibilities with respect to the subject matter hereof.

Any notice, demand, or request required or permitted to be given or made under this Agreement must be made in writing unless specifically stated otherwise in this Agreement. Notice will be deemed given when delivered in person, sent via certified mail/return receipt requested, or sent by email with confirmed receipt by the receiving party, to the Parties as specified in the signature blocks at the end of this document.

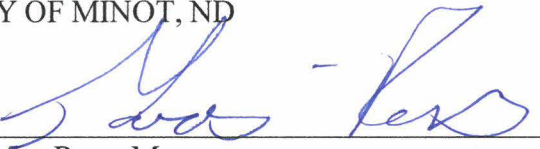
Property Owners agree to indemnify, hold harmless, and defend the City, its officers, employees, and agents, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this agreement, the negligent actions, willful misconduct, or omissions of the Property Owners, and the Property Owners' guests invitees, agents, and sub-contractors, including but not limited to actions for personal injury occurring on the Property Owners' property, and damage to the property of any person(s) while participating in Property Owners' activities related to this agreement, or any other cause of action arising from Property Owners' use of their property under this agreement.

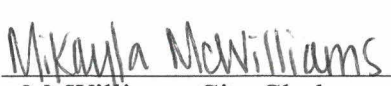
In the event of any dispute hereunder or of any action to interpret or enforce this agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, declaratory or injunctive action, at trial, or on appeal.

This agreement shall be recorded in the Ward County Recorder's Office, and shall constitute a covenant running with the land, and shall be binding on the Property Owners, their administrators, executors, assigns, heirs and any other successors in interests, including any property association.

IN WITNESS WHEREOF, the parties hereto, after due authorization by its respective governing bodies/partners, hereby sign this agreement on the day and year first above written.

CITY OF MINOT, ND

By: 
Thomas Ross, Mayor

Attest: 
Mikayla McWilliams, City Clerk

Attn: Brian Billingsley, Community and Economic Development Director
PO Box 5006
Minot, ND 58702-5006
Brian.billingsley@minotnd.org



By:

By:

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Owner of Lot 3A, Block 1, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Melinda Spraggs

Melinda Spraggs

2505 Granite Drive

Minot, ND 58703

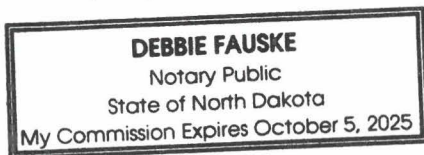
E-mail: Melinda_Spraggs@yahoo.com

STATE OF NORTH DAKOTA)

COUNTY OF Ward) ss

On this 28 day of Oct, 2022, before me personally appeared Melinda Spraggs known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



Debbie Fauske

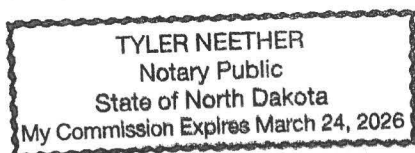
Notary Public, Ward County,
North Dakota.

My Commission Expires: _____

By: 
Richard K Ooms
305 27th Avenue NW
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss
)

(seal)



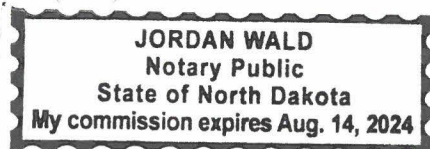


Notary Public, Ward County,
North Dakota.
My Commission Expires:

By: 
Sabine Ooms
305 27th Avenue NW
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)



Page 260 of 691

By:

STATE OF NORTH DAKOTA

On this 1st day of November, 202₁, before me personally appeared Joel M. Brundage known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

Page 13 of 33

By: [Signature]
Foster Ingram Gilbert III
2518 Granite Drive
Minot, ND 58703
E-mail: _____

On this 24 day of October, 202_, before me personally appeared Foster Ingram Gilbert, III known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

Page 262 of 691

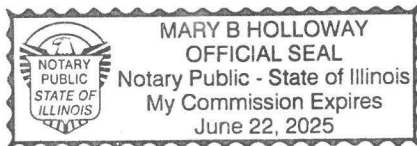
Owner of Lot 1B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Tyler Serr
Tyler Serr
2522 Granite Drive
Minot, ND 58703
E-mail: tylerserr@yahoo.com

Illinois MBH
STATE OF ~~NORTH DAKOTA~~)
COUNTY OF St Clair) SS

On this 1st day of November, 2022, before me personally appeared Tyler Serr,
known to me to be the person who is described in, and who executed the within and foregoing
instrument and who acknowledged to me that he executed the same.

(seal)



MBH
Mary B. Holloway
Notary Public, St Clair County,
~~North Dakota~~ Illinois
My Commission Expires: 06/22/2025

Owner of Lot 1B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Andrea Serr

Andrea Serr

2522 Granite Drive

Minot, ND 58703

E-mail: andrea.serr.2014@yahoo.com

~~NEH~~ Illinois

STATE OF ~~NORTH DAKOTA~~

COUNTY OF St Clair

On this 1st day of November, 2022, before me personally appeared Andrea R. Serr
known to me to be the person who is described in, and who executed the within and foregoing
instrument and who acknowledged to me that he executed the same.

(seal)



Mary B. Holloway
Mary B. Holloway

Notary Public, St Clair County,

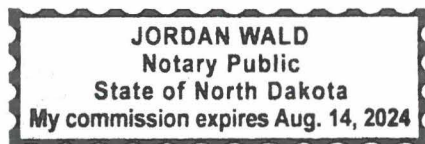
~~North Dakota~~ Illinois

My Commission Expires: 06/22/2025

By: Graysen Trandem
Graysen Trandem
2441 Landmark Drive
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
COUNTY OF WARD) ss
)

(seal)



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

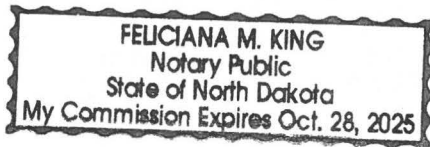
Owner of Lot 12A, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: [Signature]
Tyree Tipke
2405 Landmark Drive
Minot, ND 58703
E-mail: ttipke@gmail.com

STATE OF NORTH DAKOTA)
 Williams) ss
COUNTY OF WARD)

On this 1st day of November, 2022, before me personally appeared Tyree A. Tipke, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



[Signature]
Notary Public, Williams County,
North Dakota.
My Commission Expires: 10/28/2025

By: Kenyatta McLeod
Kenyatta McLeod-Tipke
2405 Landmark Drive
Minot, ND 58703

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Ward)

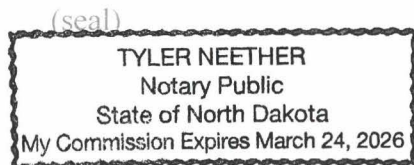
TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

Page 267 of 691

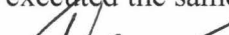
By: 
Steven Arroyo Baez
2401 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss
)

On this 29th day of October, 2022, before me personally appeared Steven Nino Booz known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.



at he executed the same.



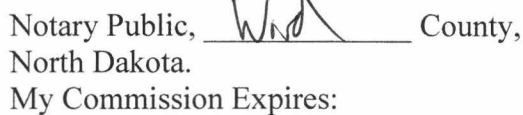
Notary Public, Ward County,
North Dakota.
My Commission Expires:

By:

E-mail:

COUNTY OF

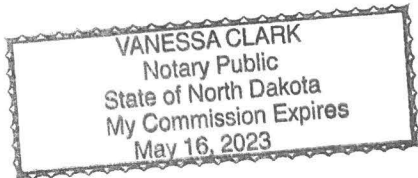
(seal)



By: John Manley
John Manley
2320 Landmark Drive
Minot, ND 58703
E-mail: JOHNIRONMANLEY@GMAIL.COM

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)



Vanessa Clark

Vanessa Clark

Notary Public, Walsh County,
North Dakota.
My Commission Expires: May 16, 2023

Owner of Lot 1A, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: [Signature]

Erika Fray

2320 Landmark Drive

Minot, ND 58703

E-mail: ErikaFray@icloud.com

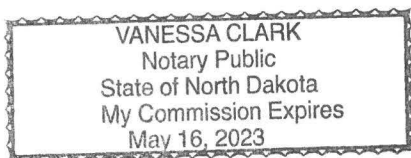
STATE OF NORTH DAKOTA)

) ss

COUNTY OF Ward)

On this 29 day of October, 2022, before me personally appeared Erika Fray, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



[Signature]

Vanessa Clark

Notary Public, Ward County,
North Dakota.

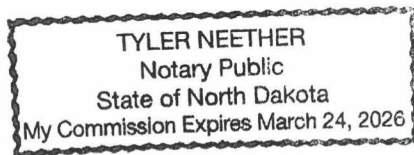
My Commission Expires: May 16, 2023

By:

E-mail:

COUNTY OF Ward)

(seal)



Page 24 of 33

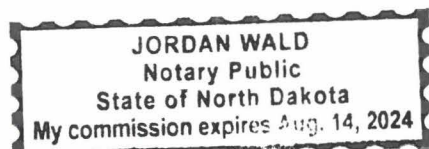
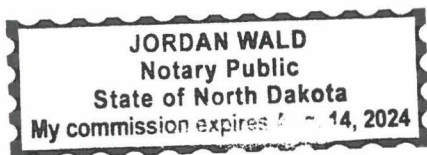
By:

Minot, ND 58703

E-mail:

COUNTY OF

(seal)

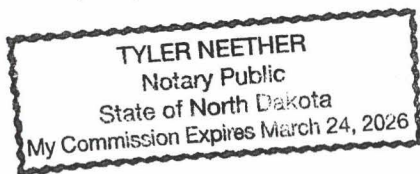


Notary Public, WARD County,
North Dakota.
My Commission Expires:

By: Michael Kitchen
Michael Kitchen
2424 Landmark Drive
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)



Notary Public, Wood County,
North Dakota.
My Commission Expires:

By: Antania Kitchen
Antania Kitchen
2424 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Ward)

On this 12 day of November, 2022, before me personally appeared Antonio K. Baker known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

By: Maurice Johnson
Maurice Johnson
2428 Landmark Drive
Minot, ND 58703
E-mail: _____

at he executed the same.



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

Owner of Lot 7B, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Jaclyn Malbrough

Jaclyn Malbrough

2428 Landmark Drive

Minot, ND 58703

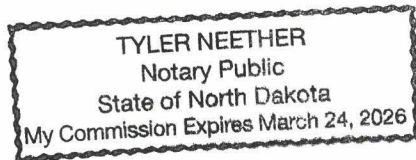
E-mail: _____

STATE OF NORTH DAKOTA)

COUNTY OF Ward) ss

On this 30th day of October, 2022 before me personally appeared Jaclyn Malbrough known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



[Signature]
Notary Public, Ward County,
North Dakota.
My Commission Expires:

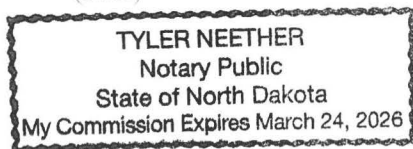
By:

Page 279 of 691

By: 
Emery Jagrup
2522 Landmark Dr.
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)

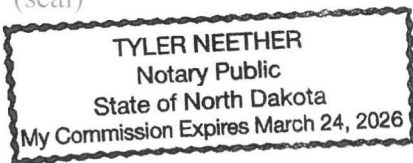


Notary Public, Ward County,
North Dakota.
My Commission Expires:

By: Meimei Liang
Meimei Liang
2522 Landmark Dr.
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss
)

(seal)



Notary Public, Ward County,
North Dakota.
My Commission Expires: _____

ATTACHMENT B



Project: Highlands at North Hill 2 nd & 3 rd Addition	☐ Intermediate Inspection	☒ Final Inspection (Punch List)
Owner: 701 Development, LLP	From: Lance Meyer	
Engineer: Ackerman-Estvold		
To: Andrew Gudmunson, McKenna Gudmunson, Randy Conway	Date: 6/6/2022	
	City Project No: 3958	
Re: Development Restart Inspection	Owner Project No:	

The items listed below were identified during the development walkthrough on May 25, 2022. The items listed are those that were viewed by city staff, the developer, and Ackerman Estvold. Developer must work with city to approve a developer agreement to secure these improvements before permits can be issued. Infrastructure security must be provided by developer per Land Development Ordinance. All improvements must be completed before certificates of occupancy can be issued.

Signed by:

Date:

Inspection Notice

Project: Highlands at North Hill 2 nd & 3 rd Addition	☐ Intermediate Inspection	☐ Final Inspection (Punch List)
Owner Project No:	City Project No: 3958	

Number	Item	Accepted
	Consult with Prairie Engineering (street light designer) to review system integrity. Check to see if wiring can be salvaged in the ground and in the poles. Once the system is connected and powered, a review of the luminaires is required to see if they are operational.	
	Replace lighting feed point cabinet to city specifications.	
	Install ADA ramps at the intersections of Granite Drive/Landmark Drive and Ivory Street/Granite Drive.	
	Install 2 nd lift of asphalt on Granite Drive and Ivory Street	
	Clean, inspect, reseed and establish turf on north detention pond to put the pond in service, also see attached punch list from 2017 for additional requirements. OR explore option to eliminate pond and work with neighboring property owner to acquire an easement	

	to drain storm sewer to larger slough northeast of the development. This will eliminate need for HOA.	
	Clean, inspect, and repair south detention pond to conform to the final design of the system.	
	As recommended by Kemper, install a new gate valve at 23 rd Avenue/Ivory Street to isolate 3 rd phase of development from the water system.	
	Flush, disinfect, and pressure test watermain from the intersection of Landmark Drive/Granite Drive east to Ivory Street and south to end of phase 1 of the development. Repair watermain as necessary to bring system into compliance.	
	Replace lids marked storm sewer with lids marked sanitary sewer where appropriate.	
	Visually inspect sanitary manhole benches on Ivory Street, remove any debris. Lamp lines to see if there is any debris in lines. If debris exists, flush the lines and remove debris.	
	Install missing street lighting system on Granite Drive and Ivory Street. Any new luminaries shall be LED unless electrical engineer says they are not compatible with existing system.	
	Attached final punch list from 2017 needs to be completed before certificates of occupancy are issued.	

ATTACHMENT C



1907 17th Street Southeast · Minot, ND 58701
701.837.8737 · www.ackerman-estvold.com
Minot, ND | Williston, ND

Owner: Randy Rimmer

Contractor: Randy Rimmer

Owner Project #: 3958.1

A-E Project: 14120

Engineer: Sean Weeks

Attendance: Phase 1 Final Acceptance Walk Through; 10-25-17 (City of Minot-Ben Cofell, Grant Goldader, David Wicke)
(Developer-Randy Rimmer) (Ackerman-Estvold-Curtis DeVeny)

Date Issued: 10-30-17 Updated 12-05-17

FINAL PUNCH LIST Highlands at North Hill Minot, ND

<u>Date Completed</u>	<u>Items to be Completed</u>
10/31/2017	CBMH 13 Needs grouted
10/31/2017	CBMH 10 Needs grouted
10/31/2017	San MH B grout adjusting rings, wrong lid
	Hydrant at the corner of 23rd & Landmark needs height adjustment
	Locate end of storm sewer near lot 1A or 1 B off of landmark and 23rd, pipe appears to exit through CBMH 23 to the west
10/31/2017	San MH E wrong lid
10/31/2017	Flush sanitary system from MH G to the south, catch flushings
	CBMH 1 needs new grate
10/31/2017	Finish retaining wall on 23rd Ave. and provide all Engineering information
	Backfill behind the curb in all locations
10/31/2017	Bundle and tape tracer wire in all sanitary sewer manholes
	Provide documentation of who is responsible for maintenance behind the retaining wall on 23rd
	Sidewalk on 23rd needs widened to 8'
	CBMH 22 needs grouted
10/31/2017	San Sewer F, wrong lid
10/31/2017	San Sewer G, wrong lid

	San MH 15 remove 2 steps at bottom of manhole, wrong lid
	Complete street lighting system
12/4/2017	Install the outlet structure at the north detention pond
	Storm MH 16 needs cleaned and grouted
	NORTH DETENTION POND: Grout the lifting eyes on the interior pond storm outlet FES. Install FES on the outer discharge pipe. Verify top elevation of the dike. Complete grading, topsoil placement and seeding. Grading must be completed to specified elevations and slopes. It should accommodate future mowing operations. Install trash racks per City of Minot Specifications. 12-04-17
	SOUTH DETENTION POND: Complete the dike around the discharge outlet and verify top elevation. Fill the pond bottom as needed. Install a FES on the outer discharge pipe. Install trash racks per City of Minot Specifications. Complete grading, topsoil and seeding. Grading must be completed to specified elevations and slopes. It should accommodate future mowing operations. 12-04-17
	Fog coat all "boney" areas of the asphalt
	San Sewer MH D - replace broken casting, wrong lid
10/31/2017	San Sewer MH C clean, wrong lid
	Concrete in ROW needs contractor stamp
10/31/2017	Remove plastic on all ADA ramps truncated domes
10/31/2017	Remove test ball from San Sewer MH 1, hydro vac all solids
	21st Ave. storm sewer, install larger washer on tie bolts, seed surrounding area, install erosion control, fill eroded ditch areas with top soil

The Above list items require completion or correction. Please notify the engineer when these items are being completed. Upon completion the final payment processing will begin. This list is not to be construed as a complete tabulation of all items required for project completion, and does not relieve the Contractor of work included in the Contract Documents.

Recorder's Office, Ward, ND 11/22/2022 10:31:46 AM
I certfiy that this instrument was filed for record this date.
Kristin Kowalczyk, County Recorder

by

3070196





TO: Mayor and Members of the City Council

FROM: Luke Tillema, Building Official

DATE: May 19, 2025

**SUBJECT: PUBLIC HEARING: SAMUEL SERRATO BUILDING RELOCATION
REQUEST TO 2811 62ND ST SE**

I. RECOMMENDED ACTION

It is recommended City Council approve the relocation of the 28' x 24', 2-stall garage from 802 Aster Loop, Minot ND, 58701, also known as Liechty Homes 5th Addition Lot 1, to 2811 62nd St SE, Minot, ND 58701, also known as Whispering Meadows 2nd Addition Lot 1, subject to the following conditions:

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

II. DEPARTMENT CONTACT PERSONS

Luke Tillema, Building Official, 701-857-4102

III. DESCRIPTION

A. Background

The structure to be moved is a 28' x 24', 2-stall garage. The structure has vinyl siding, asphalt shingles and vinyl windows.

B. Proposed Project

Building relocation from mobile home district to rural area in the City of Minot (ETJ). Relocated buildings are required to comply with current building codes prior to occupancy. A building permit will be required for the foundation and the required work for current code compliance. This building is proposed to be used as a detached garage to serve an existing single-family dwelling.

C. Recommendation Detail

It is recommended the Council approve the relocation of the 28' x 24', 2-stall garage from 802 Aster Loop, Minot ND, 58701, also known as Liechty Homes 5th Addition Lot 1, to 2811 62nd St SE, Minot, ND 58701, also known as Whispering Meadows 2nd Addition Lot 1, subject to the following conditions:

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

IV. IMPACT

A. Aspirations

Dynamic and flourishing

B. Service/Delivery Impact:

No Impact

C. Fiscal Impact

No Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

No alternatives.

INSPECTIONS DEPARTMENT

BY:

APPLICATION FOR MOVING A RESIDENTIAL BUILDING

I, Samuel Serrato owner and/or agent hereby make application to the City Building Official to move a(n) 28x24, 2 stall garage structure(s) from:

LOT 132 BLOCK _____
ADDITION Prairie Bluffs Manufactured home Community
ADDRESS 802 Astor Loop, Minot ND 58701
(Liechty Homes 5th Addition Lot 1)

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

LOT 1 BLOCK _____
ADDITION Whispering Meadows 2nd Addition
ADDRESS 2811 102nd St SE, Minot, ND 58701 ZONING RR

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

Moving Fee:

Residential Use: City Council approval fee: \$450.00

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

[Signature] 4-22-2025
Signature of owner/agent Date

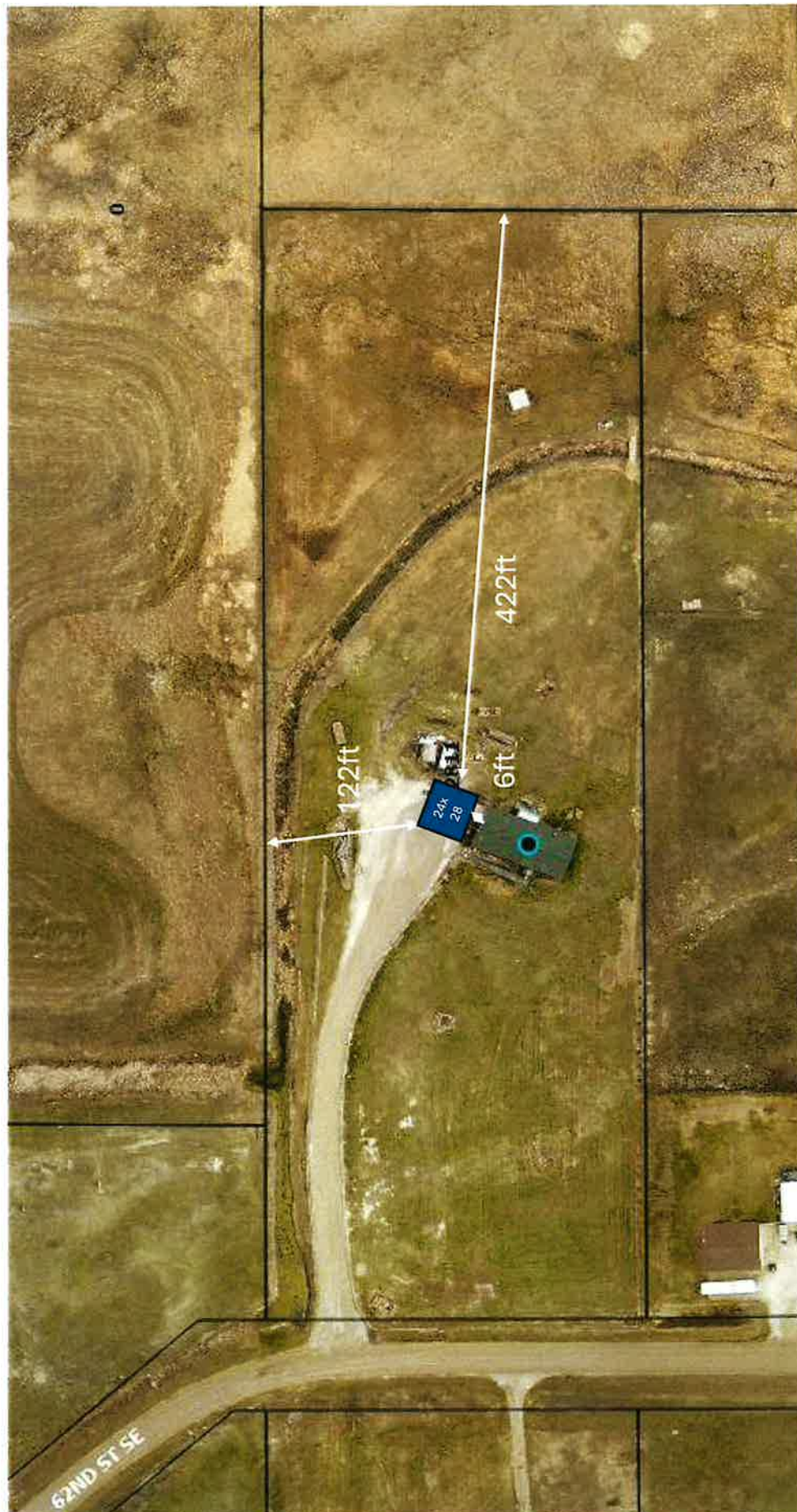
2811 102nd St SE, Minot, ND 58701
Mailing Address

701-444-4674
Phone



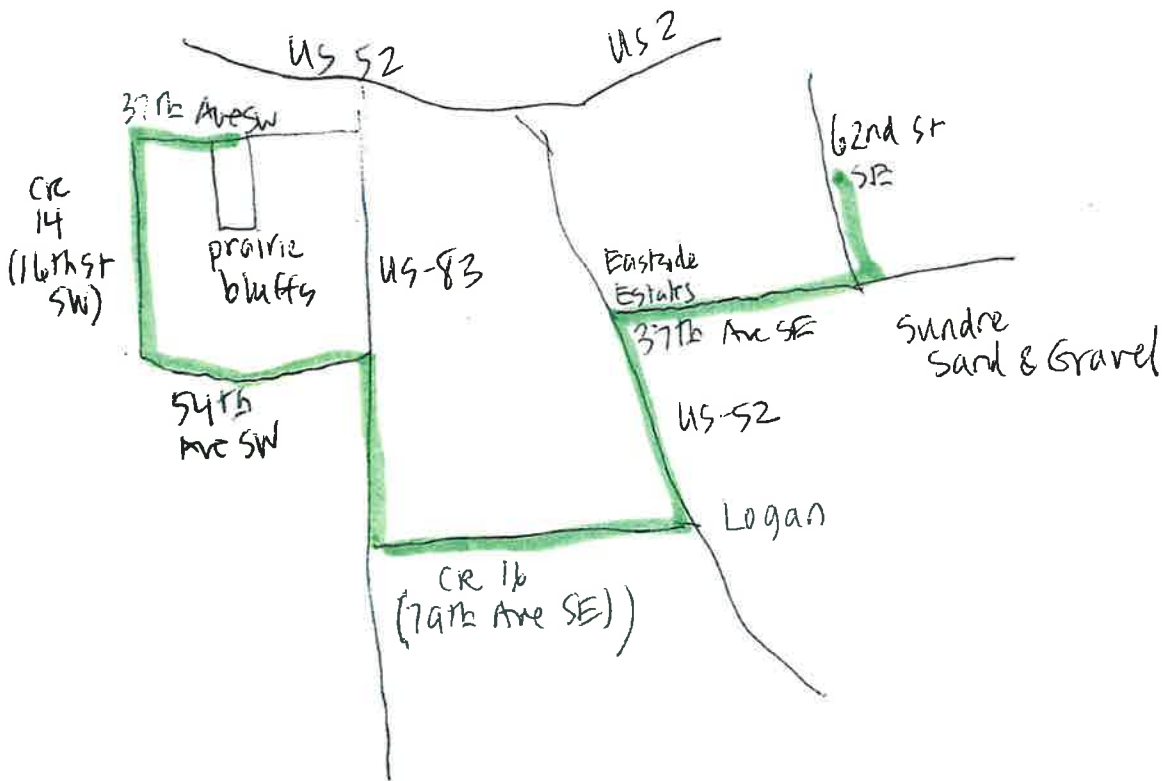






28x24 garage move for Samuel Serrato from Prairie Bluffs to Eastside Estates

- Begin at Prairie Bluffs mobile home community on 37th Ave S
- West on 37th Ave SW to CR 14 (16th Street SW)
- South on 16th Street SW to 54th Ave SW
- East on 54th Ave SW to US-83
- South on US-83 to CR 16 (79th Ave SE)
- East on CR 16 to US-52 at Logan
- North on US-52 to 37th Ave SE (Eastside Estates)
- East on 37th Ave SE to 62nd Street SE to 2811 62nd Street SE





April 30, 2025

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Samuel Serrato to relocate a 28' x 24', 2-stall garage from 802 Aster Loop to 2811 62nd St SE (WHISPERING MEADOWS 2ND ADDITION LOT 1). This property is zoned RR, Rural Residential.

A public hearing regarding the request will be held on Monday, May 19, 2025. The City Council will be reviewing the request on that day, at 5:30 pm in the City Council Chambers at City Hall. If you wish to appear or give comments concerning the request, you may attend this meeting, or you may present comments to this office at 1025 31st Street SE during normal working hours.

Your aldermen are: Mike Blessum, Scott Samuelson, Rob Fuller, Mark Jantzer, Lisa Olson, and Paul Pitner.

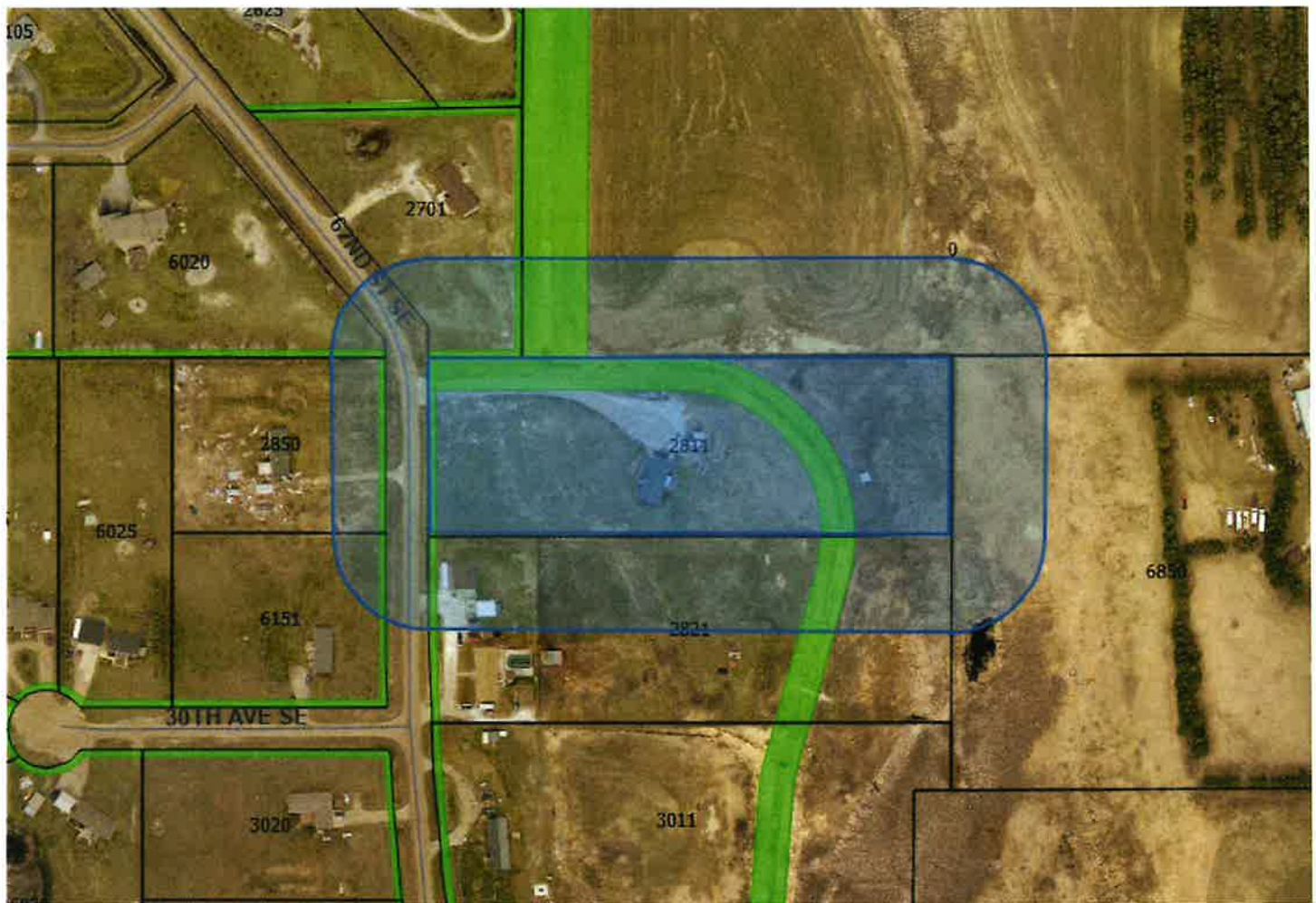
Sincerely,

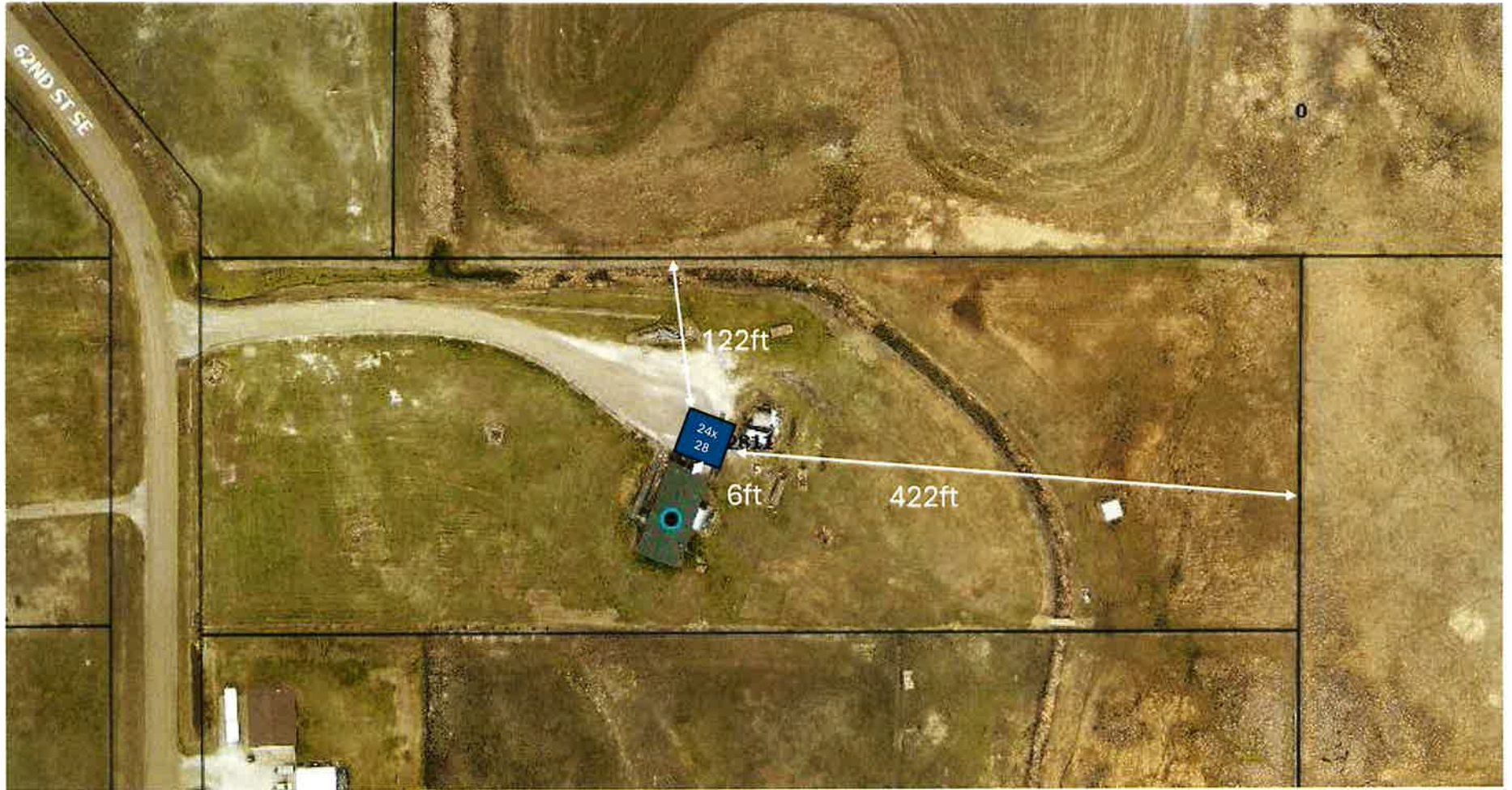
Luke Tillema
Building Official

Enclosures

Certified Mail













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

PROPERTY LOCATION: 802 ASTER LOOP

PROJECT NAME: SERRATO GARAGE MOVE

EXTERIOR:

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

INTERIOR:

1. Are windows in all sleeping rooms egress type (820 Sq. In. Net openable area)? N/A
2. Are smoke detectors installed and in correct location? N/A
3. What is the size and condition of floor supports? N/A
4. Does the building have fuses or circuit breakers and what size is the electrical panel? 100 AMP BREAKERS
5. What is the type and current condition of wiring? COPPER GOOD CONDITION
6. What is the type and current condition of HVAC? N/A

COMMENTS: Interior walls are insulated and covered with OSB. Ceiling is open and not insulated.
Building is in good condition and ok to move.

INSPECTOR'S SIGNATURE: Mike Murphy

Digitally signed by Mike Murphy
DN: CN=Mike Murphy, OU=O365 Test OU,
DC=minot, DC=nd
Date: 2025.04.28 11:07:37-05'00'

DATE: 04/28-2025



✉ assessor@minotnd.gov

🌐 www.minotnd.gov

📞 701.857.4160

📍 10 3rd AVE SW
Minot ND, 58701

MEMO

DATE: 05/07/2025

TO: Minot City Council

FROM: Ryan Kamrowski, City Assessor
Sheila Maragos, Senior Property Appraiser

SUBJECT: Application by Samuel Serrato to move a 1 story accessory building located at 800 Aster Loop Minot, ND to 2811 62ND ST SE Minot, ND.

Background

The application requests to move a 24' x 28', 1 story accessory building located at 800 Aster Loop Minot, ND 58701 also known as Liechty Homes 5th Addition Lot 1 to 2811 62nd ST SE Minot, ND 58701 also known as Whispering Meadows 2ND Additional Lot 1. The 2012 year-built structure is wood frame construction with vinyl siding, asphalt shingles and vinyl windows.

The location that is under consideration for the moving application is in an established subdivision outside of the City of Minot however is within the 2-mile jurisdiction. The property is zoned "RR" for Rural Residential District. The surrounding neighborhood is a mixture of properties zoned "RR" as well as "R1"; Single Family Residential District. The area is made up of mostly 1 story frame construction and manufactured homes built between 2002 and 2014. Both attached and detached accessory buildings are common in the neighborhood. Residential property values in the area range from approximately \$163,000 to over \$384,000 for a larger residential property.

On a building relocation move, city ordinance requires the Assessor's Office to determine if the structure in consideration would meet 60% of its replacement cost and be compatible with the neighborhood. The structure has vinyl siding, an asphalt roof, vinyl windows and 2 entry doors all in good condition. The structure to be moved was built in 2012 and is similar in age and style with other properties in the neighborhood. The subject structure was constructed using modern construction materials and methods. We estimate the structure to meet approximately 86% of its replacement cost as per Sec 9-47(b) (c) of the Minot Code of Ordinances. It is our opinion that this structure would conform to the neighborhood under consideration.

Recommendation

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

Structure to be moved:



Structure to be moved:



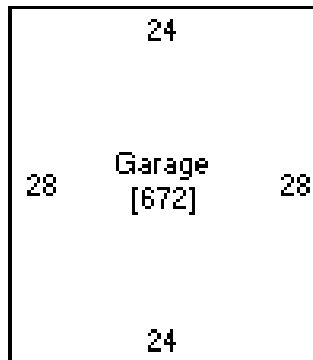
Proposed moving location:



Site plan provided by applicant:



Sketch of proposed building to be moved:



Neighboring property aerial view:



Property north of subject:



Property north of subject:



Property south of subject:



Property south of subject:



Property west of subject:



Property west of subject:



Property west of subject:



Property west of subject:





P.O. Box 5006, Minot ND, 58702



minotnd.gov



701.857.4102



1025 31st Street Southeast,
Minot ND, 58701

Samuel Serrato: You or your representative should appear on behalf of your request at the City Council meeting on Monday May 19, 2025, at 5:30 p.m. in the City Council Chambers. The City Council will be considering your request at that time.

NOTICE OF INTENT TO MOVE A BUILDING

Samuel Serrato, owner of a 28' x 24', 2-stall garage, is requesting to relocate this structure from 802 Aster Loop to **2811 62nd St SE** (Whispering Meadows 2nd Addition Lot 1).

Application has been made to the City Council for a moving permit to move this structure, and a public hearing will be held on May 19, 2025 at 5:30 p.m. in City Council Chambers at City Hall (10 3rd Avenue SW).

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

Publish Legal Ad: May 3, 2025
 May 10, 2015
 May 17, 2025

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

On May 5, 2025, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Alderwoman Olson called the meeting to order at 5:30 PM.

Members Present: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson
Members Absent: None

Alderwoman Olson led the City Council in the Pledge of Allegiance.

There was no mayor's report at the meeting.

CITY MANAGER'S REPORT - Harold Stewart submitted a written report to the City Council. CDM Smith presented about the property acquisition process.

CITY ATTORNEY'S REPORT - Stefanie Stalheim submitted a written report to the City Council.

PUBLIC HEARING: CITY OF MINOT CAPITAL IMPROVEMENT PLAN

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

PUBLIC HEARING: CHAPTER 5 ALCOHOL BEVERAGES ORDINANCE

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

The motion to bring the Chapter 5 Alcohol Beverages Ordinance item back to the Sept 2, 2025, Regular City Council meeting as a miscellaneous/discussion item was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CONSENT ITEMS

The motion to approve consent items 6.1 through 6.12 was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

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

ORDINANCES – Approve the following ordinances on second reading:

Ordinance No 6083 - 2025 BA - Airport Runway 8-26 Rehab
Ordinance No 6084 - 2025 BA - FY23 PD SHSP (2023200009)
Ordinance No 6085 - 2025 BA - Loose Equipment Needs for Used Fire Engines
Ordinance No 6086 - 2025 BA - Airport Parking lot light CFC

ADMINISTRATIVE APPROVALS – Ratify the following administratively approved requests:

MSU Native American Cultural Awareness Club to conduct a raffle on April 25-26, 2025, at the MSU Dome (500 University Ave W).
Sentinels United Inclusion Club to conduct a raffle on April 23, 2025, at Minot North High School (2100 21st Ave NW).
Special Event Permit for Saul's (105 1st St SE).

Seven Special Event Permits for The Pour Farm (201 37th Ave SW).
 Two Special Event Permits for Sports on Tap (202 S Broadway).
 Two Special Event Permits for Saul's (105 1st St SE).
 Special Event Permit for Arny's 2.0 (12 3rd St SE).
 Special Event Permit for the Dakota Lounge (1525 31st Ave SW Ste A).
 Special Event Permit for X-Golf (1621 S Broadway).
 Special Event Permit for the Blue Rider (118 1st Ave SE).

BILLS, TRANSFERS, & PAYROLL - Approve the payroll for the period from March 23, 2025, through April 19, 2025, in the amount of \$2,684,705.20 and the bills and transfers for April in the amount of \$5,054,750.20.

AFLAC \$16,295.25 Vanessa Bruns \$225.00 ND PUBLIC EMPLOYEES RETIREMENT SYSTEM \$218.00 Ward County Clerk Of Court \$750.00 ND PUBLIC EMPLOYEES RETIREMENT SYSTEM \$15,907.80 SOURIS RIVER JOINT WATER RESOURCE \$535,362.37 UNUM LIFE INSURANCE \$4,830.45 VERENDRYE ELECTRIC \$65,009.97 Joseph Wade Fields \$350.00 BRAVERA INSURANCE \$705.00 Nicholas Alexander Crenshaw \$200.00 Kyler David Fjeld 330.00 Ward County Clerk Of Court \$750.00 AAAE \$165.00 MINOT PARK DISTRICT \$1,038.32 ADVANCED BUSINESS METHODS \$356.99 UNUM LIFE INSURANCE \$4,908.38 AGNES BLUE \$1,554.50 Quintina Curtis \$175.00 AGWEEK \$48.55 Scout Avery Plavney \$60.00 AIDEN WELLS & MICHELLE FJELDAHL \$849.83 HEIDI SQUYRES & THOMAS CRAWFORD \$970.20 AMANDA SOMERVILLE & BRENDEN MCCLOUD \$2,384.55 JOB SERVICES OF NORTH DAKOTA \$7,083.00 AMAZON \$146.43 1 CALL SEPTIC SERVICES, INC \$9,795.32 AMBER PERRY & NICHOLAS FLOWERS \$294.00 AARDVARK \$13,723.00 AMBER PITTS \$210.00 ACKERMAN ESTVOLD \$16,872.50 AMERICAN WELDING & GAS, INC. \$4,348.72 ACME TOOLS \$24.99 APEX ENGINEERING GROUP \$6,138.00 AMERICAN TRUCK & TRAILER, LLC \$21.82 APH/AUTO VALUE \$669.19 AMERICAN WELDING & GAS, INC. \$55.00 APPLE BOOKS, LLC \$239.72 ANDREA STEWART \$135.00 BAKER & TAYLOR BOOKS \$7,124.74 APEX ENGINEERING GROUP \$1,446.00 BALCO UNIFORM COMPANY, INC. \$225.00 APH/AUTO VALUE \$972.21 BOLTON & MENK, INC \$14,655.93 APPLIED CONCEPTS, INC. \$29,370.00 BRITTINI MADSEN & LUCKY MADSEN JR. \$1,019.45 BALCO UNIFORM COMPANY, INC. \$641.86 BUTLER MACHINERY CO. \$12,485.81 BARR ENGINEERING \$1,243.50 CAROLINA SOFTWARE \$475.00 BECHTOLD PAVING \$4,496.00 Brenda & Donnell Fry \$7,162.90 BRAINSTORM INC \$383.80 Felipe A. Tepeco \$3,925.00 BUTLER MACHINERY CO. \$4,775.33 Holiday Village Community \$2,550.00 CITY OF MINOT \$110.00 Jerilyn Martin \$1,350.00 CLARK HILL PLC \$33,536.35 CITY OF BISMARCK \$14,161.11 COOKIES FOR YOU \$900.00 CITY OF WILLISTON \$30.00 CURALINC, LLC \$6,750.00 CLUTE OFFICE EQUIP., INC. \$45.00 DAKOTA FLUID POWER, INC. \$913.91 CONNOLE & SOMERVILLE \$4,375.30 DAKOTA TRUCK & FARM \$3,869.32 CONTINENTAL BLOWER, LLC \$32,761.00 DECOMM VENTURES, LP \$525.00 CPS, LTD \$3,844.75 DL BARKIE CONSTRUCTION, INC. \$53,740.00 CUSTOMS AND BORDER PROTECTION \$8,284.50 DOMESTIC VIOLENCE CRISIS CENTER \$1,189.30 D & J EQUIPMENT SALES & SERVICE \$64,240.06 DRONE WORKS \$5,309.00 DACOTAH PAPER CO. \$1,768.86 ECOLAB PEST ELIMINATION DIVISION \$708.60 DAKOTA FENCE \$675.00 EIDE BAILLY LLP \$42,000.00 DAKOTA FIRE EXTINGUISHER \$63.05 EMERGENCY AUTOMOTIVE TECHNOLOGIES \$518.15 DAKOTA FLUID POWER, INC. \$1,279.46 Aaron Sims \$88.40 DAN PASIVE & MADISON MCCLOUD \$193.33 Alicia Romann \$211.60 DELL MARKETING L.P. \$4,724.05 Andres Casarez \$340.00 DIAMOND TRUCK EQUIPMENT \$240.49 Anthony Cuypers \$211.60 DOMESTIC VIOLENCE CRISIS CENTER (\$11,755.88) Ben Knight (\$88.40) DR. ANTHONY TATMAN \$100.00 Brian Billingsley \$115.48 EBSCO \$4,294.00 Brian Horinka \$470.40 ELDORADO NATIONAL – CALIFORNIA \$508.83 Bryan Banfill \$204.00 Amanda Somerville \$238.00 Caisee Sandusky \$340.00 Andrew Hess \$272.00 Carrie Petersen \$1,040.67 Anthony Cuypers \$224.40 Cory Burnley \$88.40 Ashley May \$88.40 Cullen Hall (\$272.00) Bryan Banfill \$232.00 Dana Pollman \$206.60 Christina Bullard Wolf \$1,024.00 Dana Solberg \$88.40 Christina Wolf \$382.00 Dave Rodman \$102.00 Daniel Raymond \$204.00 David Lakefield \$34.00 Danny Raymond \$729.00 Derek Robinson \$88.40 Garrett Scofield \$285.60 Gabriel Hernandez \$211.60 Jaelee Olson \$223.60 Gerald Heizelman \$156.40 Janet Parton \$88.40 Jacqueline Lausch \$20.40 John Parsons \$88.40 Jameson Hayden \$215.00 Josh Kraft \$382.00 Justin Seifert \$311.80 Marissa Dinsmoore \$88.40 Kristian Shaide \$380.80 Melody Shelkey \$223.60 Krystle Foster \$69.30 Nick Reynolds \$382.00 Luke Tillema \$156.40 Randi Monley \$32.06 Mark Jantzer \$174.40 Robby Brown \$974.55 Melissa Anderson \$73.15 Taylor Foley \$224.40 Mike Murphy \$156.40 Tristan Schettler \$224.40 Richard J Andrysiak \$88.40 Zach Renaud \$88.40 Rob Cimino \$88.40 Zachary Grant \$285.60 Ron Carter \$340.00 ENERBASE \$9,075.65 Sam Smith \$395.50 FACTORY MOTOR PARTS \$572.97 Samantha Newman \$20.40 FIRE EQUIPMENT CO. \$206.50 Seth LaBodda \$272.00 FIRST INTERNATIONAL BANK & TRUST \$748.00 Shannon Marmon \$34.00 FLEET PRIDE \$89.08 Stephen Lawrence \$5.00 FLEETMIND SOLUTIONS, INC. \$2,370.19 Taylor Foley \$211.60 FLEXIBLE PIPE TOOLS & EQUIPMENT \$1,240.00 Taylor Jensen \$206.60 G & P COMMERCIAL SALES \$4,710.00 Thomas Burghardt \$272.00 GARVER, LLC

\$3,000.00 Tim Sloboden \$34.00 GEFROH ELECTRIC \$1,527.50 Tristan Schettler \$211.60 Carl Davidson \$10.00 Tyler Christen
 \$277.04 Jameson P Lesmann \$25.00 ENERBASE \$17,446.40 Marla Ann Zietz \$10.00 FACTORY MOTOR PARTS \$954.94
 Minot Senior Coalition \$160.00 FASTENAL COMPANY \$10.24 ND Child Support \$75.00 FEDEX \$15.86 Pamela Pulley
 \$60.00 FIRE EQUIPMENT CO. \$4,049.50 Patrick Schroeder \$10.00 FIRST DISTRICT HEALTH UNIT \$26,500.00 Sarah
 Brien \$100.00 FIRST INTERNATIONAL BANK & TRUST \$748.00 Schatz Crossroads \$15.00 FLOW CONTROL
 AUTOMATION, INC \$6,364.00 Target \$20.00 G & P COMMERCIAL SALES \$1,709.09 Teresa Hunt \$25.00 GALLAGHER
 BENEFIT SERVICES, INC. \$6,350.00 Teresa Hunt \$25.00 GALLS, LLC \$2,824.08 Wal-Mart \$5.00 GEFROH ELECTRIC
 \$2,531.00 Wal-Mart \$47.12 Ward County Clerk of Court \$750.00 GENERAL TRADING \$211.18 Holdrege Area Public Library
 \$16.00 GERDAU RECYCLING \$1,412.82 Italo Brandon Camacho \$25.00 GILLIG, LLC \$796.02 Joe Melvin Stenvold Jr
 \$100.00 GOLDSTAR PRODUCTS, INC. \$789.50 Katelynn Bowen \$25.00 GRAINGER \$94.47 Lavaun Mackey \$10.00
 GRAVEL PRODUCTS, INC \$179.18 Marketplace Foods \$22.79 GREAT PLAINS TECHNICAL SERVICES \$2,139.00 ND
 Child Support \$10.00 HANSON'S EXCAVATING \$2,781.00 ND Child Support \$10.00 HAWKINS, INC. \$31,863.62 Rodney
 Brian Neuhalfen \$100.00 HEIDI SQUYRES & THOMAS CRAWFORD \$970.20 Schatz Crossroads \$27.98 HID GLOBAL
 CORPORATION \$4,286.21 GENERAL TRADING \$121.17 HIGH POINT NETWORKS, LLC \$53,042.75 GERDAU
 RECYCLING \$305.05 HOUSTON ENGINEERING, INC. \$498.60 GILLIG, LLC \$796.02 HYDRO KLEAN \$180,681.12
 GOETTLE LAW, PLLC \$7,500.00 ICMA \$1,200.00 GRAINGER \$15.24 IDEAL ENERGY, LLC \$120,839.45 GRAYMONT
 WESTERN US INC. \$88,678.61 INFORMATION TECHNOLOGY DEPARTMENT \$3,571.25 GUARDIAN FLEET SAFETY
 \$16,474.55 INFOUSA MARKETING, INC. \$1,920.00 H.A. THOMPSON & SONS, INC. \$6,245.00 INTERNATIONAL CITY
 MANAGEMENT ASSOCIATION RET. \$640.18 HACH \$8,944.75 JASPER ENGINEERING & EQUIPMENT COMPANY
 \$35,431.60 HARLOW'S BUS SALES, INC. – ROLETTE \$225.77 JAYDE HAUGROSE \$569.91 HAWKINS, INC. \$4,118.42
 JIMS WELDING, INC. \$93.75 HOUSTON ENGINEERING, INC. \$13,184.25 JOHN CIMINO \$147.00 INTERNATIONAL
 CITY MANAGEMENT ASSOCIATION RET. \$647.02 JOHNSON CONTROLS \$5,167.74 JET LINE SALES & SERVICE,
 LLC \$2,614.61 KEVIN'S PLUMBING & HEATING \$132.00 JIMS WELDING, INC. \$125.00 KLJ ENGINEERING, LLC
 \$4,230.50 KIWANIS CLUB OF MINOT \$150.00 LEARNING OPPORTUNITIES, INC. \$2,101.37 LANGUAGE
 LINE SERVICES \$250.77 LOCATORS & SUPPLIES \$443.21 M-B COMPANIES, INC \$4,698.66 LOWES PRINTING, INC.
 \$275.00 MAD DOG BROKERAGE INC \$6,964.04 LUCI AHMED & SULTAN AHMED & CASEY MEYERS \$512.73 MAIN
 ELECTRIC CONSTRUCTION \$7,114.22 LUMACUVE AIRFIELD SIGNS \$9,938.02 MATTSON CONSTRUCTION
 \$140,794.81 MAGIC CITY DISCOVERY CENTER \$300.00 MENARDS \$245.66 MAGIC CITY GARAGE DOOR
 COMPANY \$2,049.00 MIDSTATES WIRELESS, INC. \$200.00 MAIN ELECTRIC CONSTRUCTION \$1,793.83 MILLER
 LAW OFFICE, P.C. \$210.00 MARCHUS-BATTERIES PLUS \$235.68 MINOT AREA COUNCIL OF THE ARTS,
 INC \$3,333.33 MASIMO AMERICAS, INC. \$546.94 MINOT AUTO \$395.47 MED-TECH RESOURCE, INC. \$522.18
 MINOT COMMISSION ON AGING \$12,875.00 MELANIE MOORE \$60.00 MINOT EMPLOYEE DONATIONS \$806.09
 MGT IMPACT SOLUTIONS \$10,128.15 MOTOROLA \$38,233.35 MIDSTATES WIRELESS, INC. \$352.50 NAPA AUTO
 PARTS \$3,407.89 MIDWEST TAPE \$4,293.47 ND DEPT OF TRANSPORTATION \$5,519.19 MINOT AREA CHAMBER
 EDC \$46,637.50 ND DEPT OF WATER RESOURCES \$12,794.38 MINOT AUTO \$1,562.96 ND PUBLIC EMPLOYEES
 RETIREMENT SYSTEM \$15,982.80 MINOT EMPLOYEE DONATIONS \$804.19 NDPOA \$40.00 MINOT PARK DISTRICT
 \$47,873.13 NEPTUNE FLOOD INCORPORATED \$15,946.29 MOTOROLA \$5,533.74 NEW HALI-BRITE, INC. \$184.08
 MOWBRAY & SONS \$4,628.88 NORTH PRAIRIE RURAL WATER DISTRICT \$60.84 MR. LAWN \$1,280.00
 NORTHWEST TIRE AND RETREAD \$677.02 NAPA AUTO PARTS \$2,676.15 O'REILLY AUTO PARTS \$71.88 ND
 DEPARTMENT OF EMERGENCY SERVICES \$4,458.00 OLSON'S TOWING \$468.13 ND DEPT OF ENVIRONMENTAL
 QUALITY \$20.39 ONE CALL CONCEPTS, INC. \$260.70 ND FIREFIGHTER'S ASSOCIATION \$543.25 PARKLAND USA
 CORPORATION \$2,452.07 ND FRATERNAL ORDER OF POLICE \$1,309.50 PATRIOT FIRE & SAFETY INC \$1,032.82
 ND WATER COALITION \$1,000.00 PBBS EQUIPMENT CORPORATION \$2,372.64 NORTHWEST TIRE AND RETREAD
 \$2,041.96 PENCCO, INC. \$15,959.36 O'REILLY AUTO PARTS \$83.76 POST BOARD \$100.00 OFFICE OF
 ADMINISTRATIVE HEARINGS \$3,100.50 PRO INDUSTRIAL LLC \$3,846.89 OHNSTAD TWICHELL, P.C. \$3,332.50
 PROTECH INTEGRATIONS, LLC \$178.00 ONE CALL CONCEPTS, INC. \$87.40 SANITATION PRODUCTS \$12,297.67
 OVERDRIVE \$161.50 SCHOCKS SAFE AND LOCK SERVICE \$230.95 OVERHEAD DOOR CO. OF MINOT \$24,290.00
 SHORT ELLIOTT HENDRICKSON, INC \$96,155.00 PARKLAND USA CORPORATION \$4,369.62 SIGNS TODAY
 \$1,344.90 PBBS EQUIPMENT CORPORATION \$47.90 SMART PLANET SOFTWARE, LLC \$539.73 PHIL SCHULTZ
 \$400.00 SMITTY'S ALL SEASON \$1,575.00 PLAYAWAY PRODUCTS LLC \$59.99 SOURIS BASIN PLANNING
 COUNCIL \$1,666.00 PRAIRIE ENGINEERING, P.C. \$822.50 SOURIS RIVER JOINT WATER RESOURCE (\$535,362.37)
 PRINGLE & HERIGSTAD, P.C. \$262.50 SOURIS VALLEY HUMANE SOCIETY, INC. \$14,169.65 PROCOLLECT \$327.49
 STRATEGIC NON-MEDICAL SOLUTIONS, LLC \$7,990.00 PROCONTROLS MIDWEST \$1,341.90 SWANSTON
 EQUIPMENT COMPANIES \$6,547.42 RAE-DEAN & BREONNA WOLFE \$943.09 TEAM ELECTRONICS, INC. \$530.70

RAYNE MARIE OLSON \$784.50 THEIN WELL \$52,387.61 RDO EQUIPMENT \$3,022.15 TITAN MACHINERY \$150.85
 ROLLKALL TECHNOLOGIES LLC \$18.00 TRAPEZE SOFTWARE GROUP INC \$177,925.00 ROTARY CLUB OF MINOT
 \$222.00 TRINITY HEALTH \$1,188.00 RUSSELL CANTRELL \$518.82 TRINITY MEDICAL GROUP \$558.00
 SANITATION PRODUCTS \$15,847.58 U.S. POST OFFICE \$5,000.00 SOLTIS BUSINESS FORMS CO. \$522.00 UNIFORM
 CENTER \$145.30 SOURIS RIVER JOINT WATER RESOURCE \$611,001.95 UNITED MAILING SERVICE \$258.00 SRF
 CONSULTING GROUP \$1,785.54 UNITED QUALITY COOPERATIVE \$47,227.82 SWANSTON EQUIPMENT
 COMPANIES \$3,134.12 VESSCO, INC. \$366.33 TARA KENNER \$848.25 VISIT MINOT \$13,524.27 TEAM
 ELECTRONICS, INC. \$57.38 WESTLIE FORD \$158.36 THE IRIS COMPANIES \$465.08 WESTLIE TRUCK CENTER
 \$837.35 THOMSON REUTERS-WEST PAYMENT CENTER \$398.61 WORTHY COMMUNICATION LLC \$4,565.39
 THORSRUD SUPPLY CO., INC. \$468.00 ZACHARY JOHN SHOY \$454.83 TIM & GAYLENE RYAN \$309.27 Renaldo
 Jeneil Dupree \$725.00 TIMMONS GROUP \$6,382.20 ADP, INC \$15,346.61 TRINITY HEALTH \$1,692.00 Ben Knight \$88.40
 UNITED MAILING SERVICE \$388.74 Cullen Hall \$272.00 UNUM LIFE INSURANCE \$95.24 Geraldo Flores \$975.00
 VANGUARD APPRAISALS \$3,040.00 Haley Conklin \$20.00 VISIT MINOT \$7,354.04 James Richard Smith \$725.00
 WALLWORK TRUCK CENTER MINOT \$2,334.13 Katie Bryant \$330.00 WAYNE MOE \$200.00 Lindsey Leigh Hillman
 \$50.00 WESTLIE FORD \$321.16 ND Child Support \$175.00 WESTLIE TRUCK CENTER \$3,869.84 ND Child Support \$25.00
 WEX HEALTH, INC \$302.40 Noah James Bledsoe \$20.00 WHITE CAP, LP \$1,944.00 Tyrah Lomei Madracheluib Atalig
 \$225.00 ZACHARY JOHN SHOY \$1,835.04

GAMING SITE AUTHORIZATION RENEWALS - Approve the following gaming site authorizations for the following organizations to conduct games of chance during the license year of July 1, 2025, through June 30, 2026, at the following locations:

MSU Beaver Boosters

Sports on Tap (220 S Broadway)
 Lamplighter Lounge (200 16th St SW)
 The Pour Farm (201 37th Ave SW)
 The Spot (215 E Central Ave)

Minot Hockey Boosters

X-Golf (1621 S Broadway)
 The "O"riginal (720 N Broadway)
 On the Rocks (614 3rd St NE)
 Nola's Lounge (919 Burdick Expy W)
 The Depot & Baggage Claim (15 Main St N)
 Aces Lounge and Casino (1524 S Broadway Ste 3)

ACCEPTANCE OF BIDS AND CONTRACT FOR GENERAL AVIATION ACCESS ROAD RECONSTRUCTION - PHASE 1 (AIP 3-38-0037-075-2025) – Authorize City staff to accept the lowest compliant bid from Strata Corporation for the 2025 General Aviation Access Road Reconstruction – Phase 1 project (including base bid and alternate 1) which opened on April 29, 2025; approve the application for funding, accept if awarded, award contracts to Strata and SEH contingent upon receiving grants; and authorize the Mayor, City Attorney, and the Airport Director to sign contracts, grants, and necessary documents.

DEVELOPMENT AGREEMENT - CIRCLE K/HOLIDAY IMPROVEMENTS (4769) – Approve the Holiday Stationstores Development Agreement with Cass Oil, LLC and authorize the Mayor to sign.

PAYMENTUS CONTRACT AMENDMENT - Approve the Finance Director to sign the Paymentus contract amendment to reduce the renewal period from 3 to 2 years.

MINOT PUBLIC LIBRARY - SUMMER READING PROGRAM - Accept the donation from the Patrons of the Library group to enhance the Minot Public Library's offerings for the community and approve the budget amendment on first reading.

BA FROM NON-FEDERAL FORFEITURE FUNDS TO PURCHASE MINOT POLICE DEPARTMENT SWAT TEAM AR RIFLE UPPER RECEIVER REPLACEMENTS – Approve the budget amendment on first reading, increasing revenues \$7,800 from non-federal forfeiture funds and increasing the materials and supplies expenditures; and authorize the purchase of the 13 AR Upper Receivers.

CASE #2025-18 - WOODSIDE 20TH ADDITION - MINOR PLAT – Approve the proposed minor subdivision plat as provided in Attachment A.

ACCEPTANCE OF BID 2025 HIGH-SPEED PLOW ACQUISITION PROJECT FOR AIRPORT (AIP 3-38-0037-076-2025) - Authorize City staff to accept the lowest compliant bid from MB Companies for the 2025 High-Speed Plow and associated attachment acquisition, which was opened on April 29, 2025; approve the application for funding, accept if awarded; and authorize the Mayor, City Attorney, and the Airport Director to sign contracts, grants, and necessary documents.

ACTION ITEMS

MINOT POLICE DEPARTMENT AND MINOT STATE UNIVERSITY CRIMINAL JUSTICE PARTNERSHIP

The motion to approve the partnership program with Minot State University; permit the Minot Police Department and MSU to recruit applicants and hire them as part-time Community Service Officers; and approve the budget amendment to appropriate the funds was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

BROADWAY CIRCLE SUBRECIPIENT AWARD

The motion to authorize staff to proceed with the development of an agreement with Pathfinder Services of North Dakota to operate the commercial space, Family Homeless Shelter and LMI Apartment Complex, along with reassigning the existing commercial leases to PSND was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

Billy Gunderson spoke to the City Council about ADA accessibility. Jedadiah Radar discussed his concern for retired residents and their strain on paying property tax. Charles Tuttle mentioned issues with the Minot Police Department and budgeting. Josiah Roise also discussed issues with the Minot Police Department and the idea of a constitutional sheriff for Ward County and the City of Minot.

OVERVIEW OF 2025 CONSTRUCTION PROJECTS

Lance Meyer, City Engineer, provided an overview of the 2025 construction projects on the GIS Hub.

The motion to adjourn the meeting at 7:29 pm was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

APPROVED: Mark Jantzer, President & Acting Mayor; ATTEST: Mikayla McWilliams, City Clerk - PURSUANT TO NDCC 40-01-09.1, THESE MINUTES PUBLISHED SUBJECT TO THE COUNCIL'S REVIEW AND REVISION

On May 5, 2025, a Special City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Alderwoman Olson called the meeting to order at 04:27 PM.

Members Present: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson

Members Absent: None

Alderwoman Olson led the City Council in the Pledge of Allegiance.

EXECUTIVE SESSION: CITY OF MINOT V. PARKVIEW MHP, LLC (EMINENT DOMAIN) – PENDING LITIGATION

Alderwoman Olson mentioned the next item on the agenda is an executive session to discuss a pending eminent domain case with Parkview MHP, LLC. The legal authority for closing this portion of the meeting is North Dakota Century Code section 44-04-17.1, 44-04-19.1, and 44-04-19.2.

The topic or purpose of the executive session is to allow time for the City Council to consult with its attorney, discuss negotiating strategy, and provide negotiating instructions for its attorneys and other negotiators. At this time, a motion would be in order to discuss agenda item number 3 in executive session.

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

The executive session will be recorded, and all members of the Council are reminded to limit their discussion during the executive session to the announced topic. Any collective decision, collective commitment, or other final action by the Council will occur after it is reconvened in an open meeting, unless final action is specifically required by law to be taken during the executive session.

Since this executive session is being held to provide guidance and instructions to our attorney and other negotiators pursuant to N.D.C.C. § 44-04-19.1, the prohibition on taking final action during the executive session does not apply to providing negotiating instructions to the City's attorneys and other negotiators.

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

The minutes will show that the executive session began at 4:39 pm and was attended by the City Council, Acting Mayor Jantzer, Attorney John Warcup, City Manager, Assistant City Manager, Utilities Director, Finance Director, NDR Program Administrator, City Attorney, City Clerk, and City Assessor.

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

The minutes will show that the executive session was adjourned at 4:55 pm. The City Council has returned to the dais in the Council Chambers, and we are now back in open session.

There was no potential action following the executive session.

The motion to adjourn the meeting at 4:56 pm was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

APPROVED: Mark Jantzer, President & Acting Mayor; ATTEST: Mikayla McWilliams, City Clerk - PURSUANT TO NDCC 40-01-09.1, THESE MINUTES PUBLISHED SUBJECT TO THE COUNCIL'S REVIEW AND REVISION

ORDINANCE NO: 6087

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

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

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

21067000-48206		\$4,275
21000000-36400		4,275

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

PASSED FIRST READING:

May 5, 2025

PASSED SECOND READING:

May 19, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6088

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT MATERIALS & SUPPLIES EXPENDITURES FOR THE
PURCHASE OF NEW RIFLES, USING NON-FEDERAL ASSET FORFEITURE
FUNDS.**

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

§1: Amend the 2025 annual budget to increase the police department
Materials & Supplies expenditures for the purchase of new rifles, using
non-federal asset forfeiture funds:

10021000-46101	2021210001	\$7,800
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§2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: May 5, 2025

PASSED SECOND READING: May 19, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6089

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT TEMPORARY & PART-TIME EMPLOYEES, SOCIAL SECURITY, MEDICARE, AND TUITION REIMBURSEMENT EXPENDITURES FOR A PARTNERSHIP WITH THE MINOT STATE UNIVERSITY CRIMINAL JUSTICE PROGRAM, USING POLICE DEPARTMENT SALARY FUNDS.

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

- §1: Amend the 2025 annual budget to increase the police department Temporary & Part-time Employees, Social Security, Medicare, and Tuition Reimbursement expenditures for A partnership with the Minot State University Criminal Justice program, using police department Salary funds:

10021000-41200		\$156,450
10021000-42200		9,700
10021000-42210		2,269
10021000-42400		31,500
10021000-41100		(199,919)

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

PASSED FIRST READING: May 5, 2025

PASSED SECOND READING: May 19, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: May 19, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. MCDL Booster Club to conduct a raffle on May 17, 2025, at the Ann Nicole Nelson Hall - MSU (500 University Ave W).**
- 2. Ice Cold Ryders Motorcycle Club to conduct a raffle on August 23, 2025, at Ice Cold Ryders Clubhouse (316 20th Ave SE).**
- 3. Three Special Event Permits for Bones BBQ (437 N Broadway).**
- 4. Special Event Permit for X-Golf (1621 S Broadway).**
- 5. Two Special Event Permits for the Blue Rider (118 1st Ave SE).**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

- 1. The payment by the applicant of a nonrefundable fee of twenty-five dollars (\$25.00).**
- 2. The submission by the applicant, as part of the application required by the city clerk, of a brief narrative explaining:**
 - a. The nature of the occasion for the permit (e.g., wedding dance, trade show or promotion, etc.); and**
 - b. The steps which will be undertaken by the permittee to restrict the sale to, and consumption of, alcoholic beverages by minors at such occasion.**

3. The written approval by the chief of police of the issuance of the permit.
4. A permit issued pursuant to this subsection may not be used for the off-sale of alcoholic beverages.

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

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

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: May 19, 2025

SUBJECT: GAMING SITE AUTHORIZATION RENEWALS

I. RECOMMENDED ACTION

It is recommended City Council approve the following gaming site authorizations for the following organizations to conduct games of chance during the license year of July 1, 2025, through June 30, 2026, at the following locations:

Minot Junior Golf

**Bootleggrz (515 20th Ave SE Suite 2B)
Trappers Lounge (2401 Elk Drive)
Ranger Lounge (1218 S Broadway)
Capri Bar (2030 Burdick Exwy W)
Dakota Lounge (1525 31st Ave SW)
Lucky Strike Lounge and Casino (1901 N Broadway)**

Beulah Convention and Visitor's Bureau

**Uncle Maddio's (3310 16th St SW #100)
Comfort Suites (601 22nd St SW)**

American Foundation for Wildlife

Landing Bar and Bottleshop (2015 N Broadway)

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Site approval by the City Council is required as a precondition to obtain a state games of chance license. Each organization submits documentation annually in

order to conduct games of chance at locations throughout the city of Minot. These locations have submitted documentation and received approval from the Police Chief.

B. Proposed Project

N/A

C. Recommendation Detail

This is a yearly process for all sites. The gaming year is July 1st - June 30th every year. Site authorizations must be approved in a timely manner in order for organizations to submit their approved gaming form to the Attorney General's Office by the expiration deadline.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: May 19, 2025

SUBJECT: GAMING SITE AUTHORIZATION - DAKOTA RATTLERS WRESTLING CLUB

I. RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for the Dakota Rattlers Wrestling Club to conduct games of chance during the licensing year of July 1, 2025, through June 30, 2026, at the Beowulf Grill located at 1912 Valley Bluffs Dr.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project

N/A

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor and Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: May 19, 2025

**SUBJECT: 2025 STREET IMPROVEMENT ADDITIONAL AREAS - AWARD OF
BID (4866.3)**

I. RECOMMENDED ACTION

- 1. It is recommended City Council award the bid for 2025 Street Improvement - Additional Areas to the low bidder, Minot Paving Co. LLC in the amount of \$1,184,617.21; and**
- 2. Authorize the Acting Mayor to sign the Agreement.**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Jesse Hoffart, Project Manager, 701-857-4117

III. DESCRIPTION

A. Background

In March 2025, bids were opened for all of our planned road maintenance projects. Most of the bids were lower than the engineer's estimate, which led to a surplus of budgeted funds. This project is being proposed to make more use of that surplus of funds.

This is an annual maintenance project to repair and rehabilitate streets that are showing moderate to severe pavement distresses. Mill and overlays, leveling, cement stabilized base, asphalt reconstruction and other treatments to distressed streets will improve ride and safety, and increase the pavement life. The \$11 million Street Maintenance budget will be split between this street improvement project, two other street improvement projects, the street seal project, the street patching project, and the microsurfacing project.

B. Proposed Project

This project is focused on 2 areas in Minot, and are listed below. They are also shown in the plan sheets attached to this agenda item.

Area Description/Location

- | | |
|---|--|
| 1 | 25th St/10th Ave NW, from 26th St NW to 27th St NW |
| 2 | 13th St SW, from 37th Ave SW to 32nd Ave SW |

C. Recommendation Detail

On Tuesday, May 13th, 2025, at 11:00 AM, bids were publicly opened via Microsoft Teams for this project. Below and attached is a bid tabulation summary that shows the bid comparisons as they relate to the engineer's estimate:

Engineer's Estimate	\$ 1,419,744.50
Bidder	Total Bid
Minot Paving Co. LLC	\$ 1,184,617.21
Keller Paving & Landscaping, Inc.	\$ 1,193,195.84
Bechtold Paving Inc.	\$ 1,235,385.05
Knife River Materials	\$ 1,635,704.80

It is recommended that the project be awarded to Minot Paving Co. LLC with their low bid of \$1,184,617.21 which is 16.6% below the Engineer's Estimate.

IV. IMPACT

A. Aspirations

Resilient and Prepared - This project moves us in the right direction as we address our roadway maintenance backlog.

Excellent and Connected - This project directly addresses what residents have said they want to see - better roadway maintenance. Overall maintenance of city streets and sidewalks ranked first overall in importance to residents in the 2023 City of Minot Community Survey.

B. Service/Delivery Impact:

This project will provide needed maintenance and rehabilitation of existing infrastructure throughout the City to extend the life of the roadways. Some units include more well-travelled roadways. Traffic control and detour routes will be in place to manage traffic during construction.

C. Fiscal Impact

Project Costs

Contractor's Bid Price	\$ 1,184,617.21
Other Anticipated Project Expenses	\$ 20,000.00
Total	\$ 1,204,617.21

Project Funding

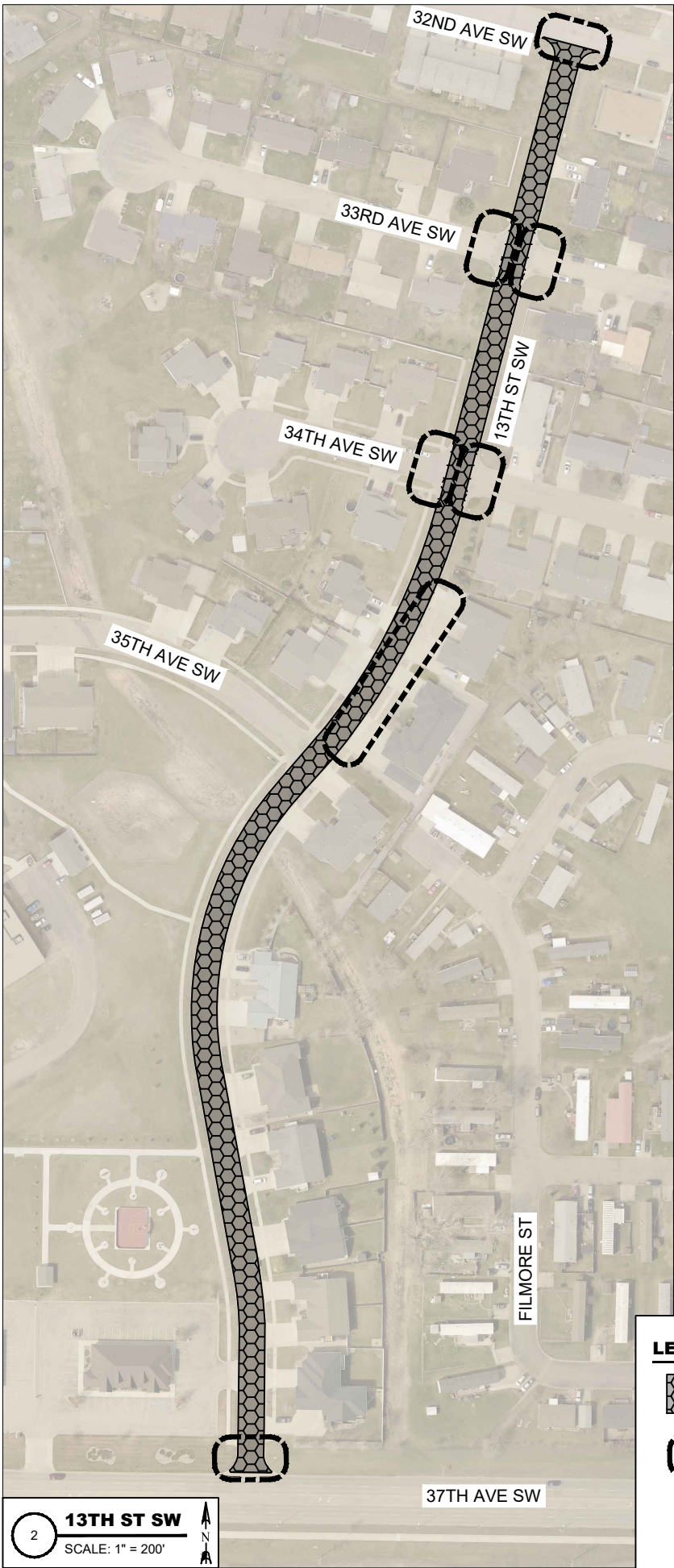
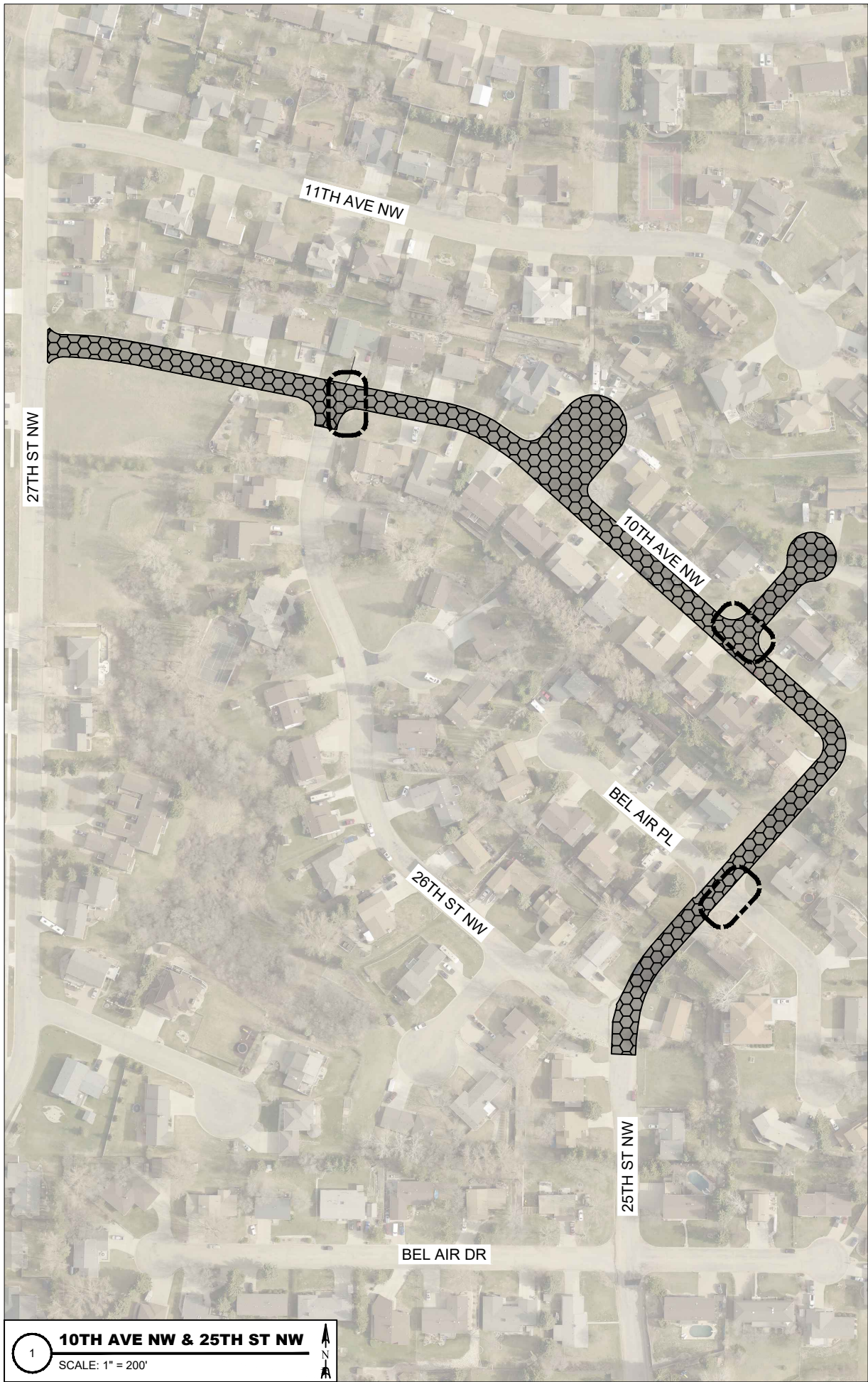
Street Maintenance Account No. 10038000-44508	\$ 11,000,000.00
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VI. ALTERNATIVES

Council could choose not to award the project, which would further delay needed roadway maintenance.

Section Title	Line Item	Item Description	UoM	Quantity	Engineer Estimate		Minot Paving Co LLC		Keller Paving & Landscaping, Inc.		Bechtold Paving Inc.		Knife River Materials - Northern MN Division	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	CONTRACT BOND	LS	1	\$8,000.00	\$8,000.00	\$5,895.00	\$5,895.00	\$4,800.00	\$4,800.00	\$6,500.00	\$6,500.00	\$5,400.00	\$5,400.00
	2	MOBILIZATION (13TH ST SW)	LS	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$13,100.00	\$13,100.00	\$21,500.00	\$21,500.00	\$91,800.00	\$91,800.00
	3	MOBILIZATION (10TH AVE NW & 25TH ST NW)	LS	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$13,100.00	\$13,100.00	\$20,000.00	\$20,000.00	\$91,800.00	\$91,800.00
	4	TRAFFIC CONTROL-TYPE 1 (13TH ST SW)	LS	1	\$10,000.00	\$10,000.00	\$5,700.00	\$5,700.00	\$5,762.74	\$5,762.74	\$6,250.00	\$6,250.00	\$3,678.00	\$3,678.00
	5	TRAFFIC CONTROL-TYPE 1 (10TH AVE NW & 25TH ST NW)	LS	1	\$10,000.00	\$10,000.00	\$4,345.00	\$4,345.00	\$3,708.78	\$3,708.78	\$4,800.00	\$4,800.00	\$2,345.00	\$2,345.00
	6	STORM DRAIN INLET PROTECTION	EA	2	\$250.00	\$500.00	\$195.00	\$390.00	\$377.65	\$755.30	\$225.00	\$450.00	\$195.00	\$390.00
	7	REMOVE CURB AND GUTTER	LF	2501	\$20.00	\$50,020.00	\$12.00	\$30,012.00	\$15.24	\$38,115.24	\$14.00	\$35,014.00	\$15.00	\$37,515.00
	8	REMOVE SIDEWALK	SY	70	\$40.00	\$2,800.00	\$26.00	\$1,820.00	\$26.64	\$1,864.80	\$34.00	\$2,380.00	\$25.00	\$1,750.00
	9	REMOVE DRIVEWAY PAVEMENT	SY	305	\$50.00	\$15,250.00	\$20.00	\$6,100.00	\$19.62	\$5,984.10	\$32.00	\$9,760.00	\$25.00	\$7,625.00
	10	REMOVE BITUMINOUS PAVEMENT	SY	503	\$30.00	\$15,090.00	\$4.50	\$2,263.50	\$34.52	\$17,363.56	\$11.00	\$5,533.00	\$25.00	\$12,575.00
	11	SALVAGE AND REINSTALL SIGN	EA	2	\$275.00	\$550.00	\$500.00	\$1,000.00	\$310.86	\$621.72	\$265.00	\$530.00	\$250.00	\$500.00
	12	MILL PAVEMENT	SY	16301	\$5.50	\$89,655.50	\$4.15	\$67,649.15	\$4.30	\$70,094.30	\$4.90	\$79,874.90	\$5.50	\$89,655.50
	13	ADJUST CASTING-MANHOLE	EA	22	\$950.00	\$20,900.00	\$900.00	\$19,800.00	\$912.53	\$20,075.66	\$900.00	\$19,800.00	\$2,000.00	\$44,000.00
	14	REPLACE CASTING-MANHOLE	EA	6	\$1,750.00	\$10,500.00	\$1,450.00	\$8,700.00	\$1,311.15	\$7,866.90	\$1,400.00	\$8,400.00	\$2,500.00	\$15,000.00
	15	ADJUST VALVE BOX	EA	36	\$325.00	\$11,700.00	\$300.00	\$10,800.00	\$289.78	\$10,432.08	\$300.00	\$10,800.00	\$750.00	\$27,000.00
	16	REPLACE VALVE BOX TOP SECTION	EA	13	\$1,500.00	\$19,500.00	\$1,100.00	\$14,300.00	\$731.63	\$9,511.19	\$1,000.00	\$13,000.00	\$1,000.00	\$13,000.00
	17	COMMON EXCAVATION	CY	506	\$35.00	\$17,710.00	\$15.00	\$7,590.00	\$12.49	\$6,319.94	\$29.00	\$14,674.00	\$65.00	\$32,890.00
	18	TOPSOIL-IMPORTED	CY	59	\$60.00	\$3,540.00	\$57.50	\$3,392.50	\$43.74	\$2,580.66	\$110.00	\$6,490.00	\$115.00	\$6,785.00
	19	AGGREGATE BASE, CLASS 5	TON	777	\$40.00	\$31,080.00	\$34.00	\$26,418.00	\$26.00	\$20,202.00	\$30.00	\$23,310.00	\$70.00	\$54,390.00
	20	CEMENT STABILIZED BASE	SY	16301	\$18.00	\$293,418.00	\$15.75	\$256,740.75	\$16.32	\$266,032.32	\$15.25	\$248,590.25	\$16.00	\$260,816.00
	21	BITUMINOUS TACK COAT	GAL	815	\$6.00	\$4,890.00	\$3.95	\$3,219.25	\$5.11	\$4,164.65	\$4.50	\$3,667.50	\$2.50	\$2,037.50
	22	HOT MIX ASPHALT (HMA) FAA 43 PG 58S-28	TN	3619	\$115.00	\$416,185.00	\$102.50	\$370,947.50	\$102.00	\$369,138.00	\$99.50	\$360,090.50	\$130.00	\$470,470.00
	23	HMA FULL DEPTH PATCH	SF	6096	\$8.50	\$51,816.00	\$8.00	\$48,768.00	\$7.89	\$48,097.44	\$8.00	\$48,768.00	\$10.00	\$60,960.00
	24	CONCRETE CURB AND GUTTER	LF	2496	\$50.00	\$124,800.00	\$38.81	\$96,869.76	\$54.38	\$135,732.48	\$54.50	\$136,032.00	\$70.50	\$175,968.00
	25	CURB 6 IN	LF	20	\$110.00	\$2,200.00	\$28.00	\$560.00	\$110.65	\$2,213.00	\$79.00	\$1,580.00	\$81.50	\$1,630.00
	26	VALLEY GUTTER - CLASS ASE	SY	490	\$160.00	\$78,400.00	\$175.00	\$85,750.00	\$110.86	\$54,321.40	\$157.00	\$76,930.00	\$125.75	\$61,617.50
	27	CONCRETE SIDEWALK-4 IN	SY	70	\$140.00	\$9,800.00	\$61.00	\$4,270.00	\$96.63	\$6,764.10	\$146.00	\$10,220.00	\$112.00	\$7,840.00
	28	CONCRETE SIDEWALK-6 IN	SY	31	\$160.00	\$4,960.00	\$284.00	\$8,804.00	\$96.63	\$2,995.53	\$154.00	\$4,774.00	\$120.00	\$3,720.00
	29	DRIVEWAY PAVEMENT-6 IN	SY	305	\$160.00	\$48,800.00	\$93.00	\$28,365.00	\$104.68	\$31,927.40	\$126.00	\$38,430.00	\$115.50	\$35,227.50
	30	PIGMENTED IMPRINTED CONCRETE-6 IN	SY	12	\$180.00	\$2,160.00	\$819.00	\$9,828.00	\$145.33	\$1,743.96	\$471.00	\$5,652.00	\$280.00	\$3,360.00
	31	DETECTABLE WARNING PANEL-CAST IRON	SF	40	\$80.00	\$3,200.00	\$49.00	\$1,960.00	\$78.34	\$3,133.60	\$48.00	\$1,920.00	\$40.00	\$1,600.00
	32	SEEDING (HYDRO-MULCH)-SUNNY MIX	SY	692	\$10.00	\$6,920.00	\$5.65	\$3,909.80	\$7.03	\$4,864.76	\$5.95	\$4,117.40	\$5.65	\$3,909.80
	33	SPRINKLER AND IRRIGATION REPAIR	LS	1	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00	\$8,082.48	\$8,082.48	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
	34	SALVAGE AND REINSTALL LANDSCAPE ROCKS	SY	65	\$60.00	\$3,900.00	\$30.00	\$1,950.00	\$26.55	\$1,725.75	\$31.50	\$2,047.50	\$30.00	\$1,950.00
Base Bid Total:						\$1,419,744.50		\$1,184,617.21		\$1,193,195.84		\$1,235,385.05		\$1,635,704.80

P:\PROJECTS\4866 - 2025 Street Improvement\4866_3\Design\Plans\4866.3 - 2025 Street Improvement.dwg Scope-4/17/2025 10:37 AM-(jesse.hoffart)



- 10TH AVE NW & 25TH ST NW**
MILL PAVEMENT (9233 SY)
CEMENT STABILIZED BASE (9233 SY)
HOT MIX ASPHALT (HMA) FAA 43 PG 58-28 (2050 TONS)
BITUMINOUS TACK COAT (462 GAL)
ADJUST GV (19 EA)
ADJUST CASTING - MANHOLE (11 EA)
REPLACE VALVE BOX TOP SECTION (IF EX IS DAMAGED) (7 EA)
REPLACE CASTING - MANHOLE (IF EX IS DAMAGED) (3 EA)
- 13TH ST SW**
MILL PAVEMENT (7068 SY)
CEMENT STABILIZED BASE (7068 SY)
HOT MIX ASPHALT (HMA) FAA 43 PG 58-28 (1569 TONS)
BITUMINOUS TACK COAT (353 GAL)
ADJUST GV (17 EA)
ADJUST CASTING - MANHOLE (11 EA)
REPLACE VALVE BOX TOP SECTION (IF EX IS DAMAGED) (6 EA)
REPLACE CASTING - MANHOLE (IF EX IS DAMAGED) (3 EA)

- LEGEND**
- FULL DEPTH MILL, CEMENT STABILIZATION, AND 4" HMA
 - ENLARGED PLAN IMPROVEMENT AREA - SEE PLANS



2025 STREET IMPROVEMENT - ADDITIONAL AREAS
SCOPE OF WORK

GH	AR	MK	04/14/2025	4866.3
Surveyed by	Drawn by	Designed by	Date	Project No.
SHEET				
2 OF 47				

-	-	-	-	No.	Revision	Date	By
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-



TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: May 19, 2025

SUBJECT: ENTITLEMENT ASSURANCES AND CERTIFICATIONS

I. RECOMMENDED ACTION

It is recommended City Council authorize the President of the Council to sign the required Assurance and Certification forms for submission, along with the Annual Action Plan.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot receives an annual allocation from the Department of Housing and Urban Development (HUD) to help support programs designed to benefit low to moderate income (LMI) residents within city limits. The City submitted an approved Consolidated Plan to HUD outlining a 5 year plan which included the identification of areas in which services are needed. Each year, Minot is required to submit an Annual Action Plan that will outline activities that have the potential of being funded in a particular fiscal year. The Action Plan gathers input from stakeholders and citizens that will be used in the identification of areas they see as a need.

B. Proposed Project

HUD requires municipalities who are receiving funds to sign and submit certain paperwork along with their Action Plan. The required paperwork includes Assurances for Non-Construction Programs; Certifications, along with the SF-424 form, which provides HUD with our Federal Entity Number and DUNS identifiers.

C. Recommendation Detail

Staff recommends Council authorize the President of the Council to sign the required Assurance and Certification forms for submission along with the Annual Action Plan.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The activities funded with CDBG funds will be used to enrich the lives of the LMI individuals in the City of Minot

C. Fiscal Impact

FY 2025 allocations have not been released at the time of this memo. HUD has advised municipalities to use the FY24 allocation numbers for funding.

Project Funding

FY24 allocation was \$331,580

VI. ALTERNATIVES

The Council can not authorize the President of the Council to sign the Assurances, Certifications and SF-424 form. By doing so, this would prevent the submission of the Action Plan therefore delaying funding.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

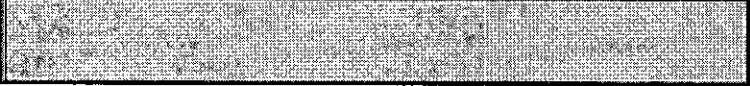
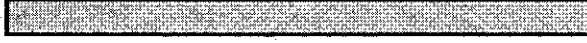
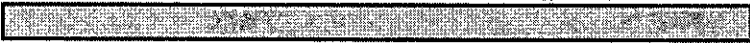
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

38-0037

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Minot

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

45-6002126

*** c. UEI:**

D33RGAW88JU9

d. Address:

*** Street1:**

10 3RD Ave SW

Street2:

*** City:**

Minot

County/Parish:

*** State:**

ND: North Dakota

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

58701-5006

e. Organizational Unit:

Department Name:

NDR Administration

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Chris

Middle Name:

*** Last Name:**

Plank

Suffix:

Title:

NDR Grant Administrator

Organizational Affiliation:

*** Telephone Number:**

701-857-1553

Fax Number:

*** Email:**

chris.plank@minotnd.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Housing and Urban Development

11. Assistance Listing Number:

14.218

Assistance Listing Title:

Community Development Block Grant/Entitlement

* 12. Funding Opportunity Number:

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Minot ND Community Development Block Grant (CDBG)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant ND005

* b. Program/Project ND0005

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2025

* b. End Date: 06/30/2026

18. Estimated Funding (\$):

* a. Federal	331,580.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	331,580.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Mark

Middle Name:

* Last Name: Jantzer

Suffix:

* Title: President, Minot City Council

* Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:



TO: Mayor and Members of the City Council

FROM: Brian Horinka, Transit Superintendent

DATE: May 19, 2025

SUBJECT: TRANSIT TRANSFER CENTER CONSTRUCTION - FINAL PAYMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment for the Transit Transfer Station Construction at 205 1st Street SW to Rolac Contracting, Inc., in the amount of \$23,268.90.

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112

Brian Horinka, Transit Superintendent, 701-857-4144

III. DESCRIPTION

A. Background

The Minot City Transit Transfer Station was constructed in the Renaissance Parking Structure at 205 1st Street SW. This allowed the Transit Department to move its passenger transfer operations downtown and out of the temporary location at the city auditorium. Construction has been completed on this facility and we are requesting approval to make the final payment and close out the project.

B. Proposed Project

This project received funding from Federal Section 5339 Bus and Bus Facilities grant funds administered by the North Dakota DOT. Total costs for the construction effort were shared between Federal and Local funds. (80% of the construction was reimbursed to the city through this grant with 20% cost share paid by the city)

C. Recommendation Detail

Recommendation for final payment is based on the requirement to close out project and authorize payment for final pay app.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing, Safe and Welcoming, Excellent and Connected

B. Service/Delivery Impact:

The addition of this Transit Transfer Station in downtown Minot has improved citizens access to the downtown area as well as making Minot City Transit more visible and accessible in this centralized location.

C. Fiscal Impact

This project was significantly funded with Federal Section 5339 Bus and Bus Facilities grant funds administered by the North Dakota DOT. 80% of the cost of construction was reimbursed to the city through this grant and 20% cost share was paid by the city. The local match for this project was funded by sales tax improvements.

Project Costs

Project Costs

Contractors Low Bid	\$627,100.00
Net Change	\$ 17,560.90
Final Construction Cost	\$644,660.90

The project had change orders for the addition of epoxy flooring, an additional ADA door opener not in the original design, an added roof vent, additional heat trace on main sewer line, and the removal of three window canopies.

Project Funding

Project Cost Splits

Federal Section 5339 Grant	\$515,727.00
Local Cost Share Match	\$128,934.00

Project Funding

Buildings	\$128,934.00
Account No. 42066000.57300	

VI. ALTERNATIVES

N/A

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF One PAGES

TO OWNER: City of Minot
10 3rd Ave SW
Minot, ND 58701

PROJECT: Bus Transfer Station

APPLICATION NO: 6

Distribution to:

☐	OWNER
☒	ARCHITECT
☐	CONTRACTOR
☐	
☐	

PERIOD TO: 3/4/2025

FROM CONTRACTOR:

Rolac Contracting, Inc.
PO Box 1872
Minot, ND 58702

VIA ARCHITECT: Engineers-Architects, P.C.
2080 36th Ave SW
Suite 210
Minot, ND 58701

PROJECT NOS:

CONTRACT DATE: 4/1/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	627,100.00
2. Net Changes in Contract	17,560.90
3. CONTRACT SUM TO DATE	644,660.90
4. TOTAL COMPLETED & STORED TO DATE	644,660.90
5. RETAINAGE:	

Total Retainage	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 644,660.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 621,392.00
8. CURRENT PAYMENT DUE	\$ 23,268.90
9. BALANCE TO FINISH, INCLUDING RETA (Line 3 less Line 6)	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	(\$708.00)	
Total approved this Month	\$18,268.90	
TOTALS	\$0.00	
NET CHANGES by Change Order	\$17,560.90	

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

CONTRACTOR: Rolac Contracting, Inc.

By: Logan Braster Date: March 4, 2025

State of: ND North Dakota County of: Ward
Subscribed and sworn to me before this 4th day of March
Notary Public: Shariate Marchant
My Commission expires: October 19, 2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 23,268.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Richard Larsgaard, EAAC
By: [Signature] Date: 3-6-25

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

Rolac Contracting Inc.

Project: Minot Bus Transfer Station

Application #6

Ending

3/4/25

NO.	Description of Work	Original Value	Changes	New Value	Work Completed		Materials Stored	Total Completed and Stored	% Complete	Balance to Finish
					Previous	This Period				
1	General Conditions	\$ 38,100.00	\$ -	\$ 38,100.00	\$ 38,100.00	\$ -	\$ -	\$ 38,100.00	100.0%	\$ -
2	Demolition	\$ 28,250.00	\$ -	\$ 28,250.00	\$ 28,250.00	\$ -	\$ -	\$ 28,250.00	100.0%	\$ -
3	Concrete	\$ 82,000.00	\$ -	\$ 82,000.00	\$ 82,000.00	\$ -	\$ -	\$ 82,000.00	100.0%	\$ -
4	Interior Carpentry	\$ 14,635.00	\$ -	\$ 14,635.00	\$ 14,635.00	\$ -	\$ -	\$ 14,635.00	100.0%	\$ -
5	Cabinets/Millwork	\$ 12,920.00	\$ -	\$ 12,920.00	\$ 12,920.00	\$ -	\$ -	\$ 12,920.00	100.0%	\$ -
6	Doors	\$ 19,515.00	\$ -	\$ 19,515.00	\$ 19,515.00	\$ -	\$ -	\$ 19,515.00	100.0%	\$ -
7	Aluminum Storefront/Windows	\$ 25,485.00	\$ -	\$ 25,485.00	\$ 25,485.00	\$ -	\$ -	\$ 25,485.00	100.0%	\$ -
8	Metal Stud Framing	\$ 39,835.00	\$ -	\$ 39,835.00	\$ 39,835.00	\$ -	\$ -	\$ 39,835.00	100.0%	\$ -
9	Acoustical Ceilings	\$ 10,360.00	\$ -	\$ 10,360.00	\$ 10,360.00	\$ -	\$ -	\$ 10,360.00	100.0%	\$ -
10	Painting	\$ 13,225.00	\$ -	\$ 13,225.00	\$ 13,225.00	\$ -	\$ -	\$ 13,225.00	100.0%	\$ -
11	Specialties	\$ 19,605.00	\$ -	\$ 19,605.00	\$ 19,605.00	\$ -	\$ -	\$ 19,605.00	100.0%	\$ -
12	Site Equipment	\$ 34,500.00	\$ -	\$ 34,500.00	\$ 34,500.00	\$ -	\$ -	\$ 34,500.00	100.0%	\$ -
13	Fire Protection	\$ 7,840.00	\$ -	\$ 7,840.00	\$ 7,840.00	\$ -	\$ -	\$ 7,840.00	100.0%	\$ -
14	Mechanical	\$ 175,500.00	\$ -	\$ 175,500.00	\$ 175,500.00	\$ -	\$ -	\$ 175,500.00	100.0%	\$ -
15	Electrical	\$ 105,330.00	\$ -	\$ 105,330.00	\$ 105,330.00	\$ -	\$ -	\$ 105,330.00	100.0%	\$ -
16	CO 2 Window Canopies	\$ -	\$ (7,908.00)	\$ (7,908.00)	\$ (7,908.00)	\$ -	\$ -	\$ (7,908.00)	100.0%	\$ -
17	CO 3 Epoxy Flooring	\$ -	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00	100.0%	\$ -
18	CO 4 ADA Operator	\$ -	\$ 5,137.00	\$ 5,137.00	\$ -	\$ 5,137.00	\$ -	\$ 5,137.00	100.0%	\$ -
17	CO 5 Roof Vent	\$ -	\$ 5,377.00	\$ 5,377.00	\$ -	\$ 5,377.00	\$ -	\$ 5,377.00	100.0%	\$ -
18	CO 6 Heat Trace	\$ -	\$ 7,754.90	\$ 7,754.90	\$ -	\$ 7,754.90	\$ -	\$ 7,754.90	100.0%	\$ -
	Subtotals	\$ 627,100.00	\$ 17,560.90	\$ 644,660.90	\$ 626,392.00	\$ 18,268.90	\$ -	\$ 644,660.90	100.00%	\$ -

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond #387718X

PROJECT: <i>(Name and address)</i> Bus Transfer Station 205 1st St. SW Minot, ND 58701	ARCHITECT'S PROJECT NUMBER: 20232290 CONTRACT FOR: General Construction	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Minot 10 3rd Ave SW Minot, ND 58701	CONTRACT DATED: April 01, 2024	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Ohio Farmers Insurance Company
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

on bond of
(Insert name and address of Contractor)

Rolac Contracting, Inc.
PO Box 1872
Minot, ND 58702

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Minot
10 3rd Ave SW
Minot, ND 58701

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

Ohio Farmers Insurance Company

(Surety)



(Signature of authorized representative)

Attest:
(Seal):

Diane J. Peterson, Attorney-in-Fact
(Printed name and title)

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3372252 02

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DIANE J. PETERSON, TAUSHA SCHMALTZ, BRENT J. MATTSON, LORETTA F. ROUTLEDGE, KARLA J. HENSON, MARILYN D. TURNER, JEFFREY J. LARSON, LISA M. FLICK, JULIE SWEERE, MIKE SWEERE, JOINTLY OR SEVERALLY

of MINOT and State of ND its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

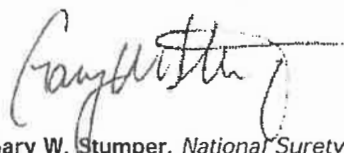
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2024 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MAY A.D., 2024 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:


David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28th day of February A.D., 2025 .




Frank A. Carrino, Secretary



Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Bus Transfer Station 205 1st St. SW Minot, ND 58701	ARCHITECT'S PROJECT NUMBER: 20232290	OWNER: ☒
TO OWNER: <i>(Name and address)</i> City of Minot 10 3rd Ave SW Minot, ND 58701	CONTRACT FOR: General Construction	ARCHITECT: ☒
	CONTRACT DATED: April 01, 2024	CONTRACTOR: ☒
		SURETY: ☐
		OTHER: ☐

STATE OF: North Dakota
COUNTY OF: Ward

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Rolac Contracting, Inc.
PO Box 1872
Minot, ND 58702

BY:


(Signature of authorized representative)
Jason Sanders, President
(Printed name and title)

Subscribed and sworn to before me on this date:

2/28/2025

Notary Public:

My Commission Expires:

Shariatte Marchant
Notary Public
State of North Dakota
Expiration Date: October 19, 2026



Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Bus Transfer Station 205 1st St. SW Minot, ND 58701	ARCHITECT'S PROJECT NUMBER: 20232290	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Minot 10 3rd Ave SW Minot, ND 58701	CONTRACT FOR: General Construction CONTRACT DATED: April 01, 2024	

STATE OF: North Dakota
COUNTY OF: Ward

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Rolac Contracting, Inc.
PO Box 1872
Minot, ND 58702

BY:

(Signature of authorized representative)

Jason Sanders, President
(Printed name and title)

Subscribed and sworn to before me on this date:

2/28/25

Notary Public:

My Commission Expires:

Shariatte Marchant
Notary Public
State of North Dakota
Expiration Date: October 19, 2026



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: May 19, 2025

SUBJECT: MOSQUITO INSECTICIDE SOLE SOURCE APPROVAL

I. RECOMMENDED ACTION

It is recommended City Council approve the sole source procurement of AMVAC's (AMGUARD) Trumpet EC insecticide to be used for this year's mosquito spray missions.

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112

III. DESCRIPTION

A. Background

AMVAC's (AMGUARD) Trumpet® EC insecticide, solely made by AMVAC (AMGUARD), requires sole source authorization per the City's procurement policy. The City has used Trumpet EC for almost a decade due to its lower drift rates compared to other insecticides and its effectiveness in reducing mosquito populations and West Nile virus (WNV) risk. Trumpet® EC is optimal for insect control with a density of 13.9 lbs/gal, outperforming competitors like DeltaGard and Imperium. Its unique emulsifier allows equipment to be flushed with water after use, reducing corrosion. Designed for Ultra-Low Volume (ULV) applications, it produces small droplets that maximize effectiveness, minimize drift, and reduce environmental contamination.

B. Proposed Project

The Street Department coordinates mosquito spraying operations twice each summer to mitigate the potential spread of mosquito-borne viruses. The City is responsible for the cost of the insecticide, Trumpet EC, requiring 12 barrels per year (two missions). Youngstown Air Reserve Unit conducts the spraying at no additional charge, benefiting the City both financially and operationally.

C. Recommendation Detail

Based on AMVAC's Trumpet® EC insecticide being exclusively produced by AMVAC (AMGUARD), sole source authorization in accordance with the City's procurement policy is necessary.

IV. IMPACT

A. Aspirations

Prepared and Resilient: Minot is prepared to take effective action when faced with challenges.

B. Service/Delivery Impact:

By authorizing the sole source procurement of AMVAC's (AMGUARD) Trumpet EC insecticide, the City aims to improve the dispersal efficiency and effectiveness, which has been proven to reduce mosquito populations and decrease the incidence of mosquito-borne viruses.

C. Fiscal Impact

Project Costs

Trumpet EC (Naled 78%; 30-gal drum - 12 drums): \$103,221.20

Project Funding

10040000 (46101): \$129,000 available budget (budgeted for 2025 chemical procurement)

VI. ALTERNATIVES

Council could choose not to authorize the sole-source procurement and instruct staff to explore other options. Previous studies have identified alternative chemical options; however, these alternatives tend to drift more outside of the spray area, which may result in lower effectiveness.



Sole Source Checklist over \$50,000

Item to be purchased: Insecticide - Trumpet EC (Mosquito Mission)

Account Number: 10040000 (46101)

City of Minot Project #: 3626

Purchasing Agent

Check which instance is applicable for the sole source purchase:

Material, product, or item is regarded as one-of-a-kind. ☒

The item or product is a manufacturer direct sale with no distributors. ☐

The item or product is a patented or proprietary item. ☒

The purchase is necessary for repairing or replacing parts or components of existing City assets or equipment. ☐

Explanation for why the goods are the only goods that meet the department needs:

AMVAC's Trumpet® EC insecticide is the optimal choice for insect control, due to its superior density of 13.9 lbs/gal, which enhances its effectiveness compared to lighter competitors like DeltaGard - Imperium. Its unique formulation includes an emulsifier that allows equipment to be flushed with water after application, reducing corrosion risk. Designed for Ultra-Low Volume (ULV) applications, Trumpet® EC produces small droplets that maximize effectiveness and minimize drift, ensuring precise control over droplet size and reducing environmental contamination and damage to non-target surfaces.

Why is the vendor the only practicable source available from which to obtain the required goods?

AMVAC Chemical Corporation is the sole manufacturer of the Trumpet® EC insecticide

Explanation as to whether the proposed price is fair and reasonable:

Proposed pricing for 2025 consumable purchase increased 4.8% from last year (increase of \$413.70 per barrel). The increase was slightly higher than national inflation rate averages. The national average increase was ~3% for industrial chemical procurements. Due to AMVAC being the sole manufacturer of the Trumpet EC and the proven track record from previous mosquito missions within the City of Minot, the additional cost is justifiable / acceptable.

Explanation that a particular supplier or service is required to standardize or maintain standardization with the department for purposes or reducing financial expenses or simplifying administration:

No standardization is required in this instance. AMVAC Chemical Corporation is the sole manufacturer of the Trumpet® EC insecticide, ensuring its unique formulation and superior density of 13.9 lbs/gal are maintained to deliver effective insect control. Given its exclusive production, AMVAC provides the only practical source for this highly specialized chemical product, guaranteeing that users receive a consistent, high-quality solution designed for optimal performance and environmental safety.

Explanation that a particular supplier or vendor is required to be used to match equipment, materials, or supplies currently in use:

AMVAC (ADAPCO) have provided a sole manufacturer letter.

Explanation of whether the vendor possesses exclusive and/or predominant capabilities or the items contained a patented feature providing superior utility not obtainable from similar products:
AMVAC (ADAPCO) have provided a sole manufacturer letter.

Department Head Approval:
Bryan Banfill

Purchasing agent will consult with Purchasing Office and City Manager or Finance Director. Then purchasing agent will submit a memo for City Council.

City Council

Date of Council Meeting: 19 May 2025 **Approval:** Yes ☐ No ☐

If approved, Purchasing Agent complete purchase. Include copy of City Council approval with invoice for payment.



September 16, 2024

Ms. Kathy Russell
Adapco, LLC.
100 Colonial Center Parkway, Suite 170
Lake Mary, FL 32746

Subject: AMVAC Public Health Products Distribution

This letter is to certify that AMVAC CHEMICAL CORPORATION is the sole manufacturer of DIBROM Concentrate® and TRUMPET® EC insecticides ("AMVAC Products"). ADAPCO is one of the distributors of the AMVAC Products for public health use. The following outlines the terms for distribution of AMVAC Products by ADAPCO in the year ending December 31, 2025.

1. ADAPCO is the exclusive distributor of AMVAC Products delivered to the U.S. Military in all 50 United States.
2. ADAPCO is the exclusive distributor for the AMVAC Products to non-military customers in the following states and territories:

Alabama	Florida	Nevada	Rhode Island
Arizona	Georgia	New Hampshire	South Carolina
Arkansas	Louisiana	New Jersey	Tennessee
California	Maine	New Mexico	Texas
Cayman Islands	Maryland	New York	US Virgin Islands
Connecticut	Massachusetts	North Carolina	Vermont
Delaware	Mississippi	Pennsylvania	Virginia
District of Columbia	Missouri	Puerto Rico	West Virginia

3. ADAPCO is a non-exclusive distributor of the AMVAC Products to non-military customers in the following states:

Alaska	Iowa	Montana	Oregon
Colorado	Kansas	Nebraska	South Dakota
Hawaii	Kentucky	North Dakota	Washington
Illinois	Michigan	Ohio	Wisconsin
Indiana	Minnesota	Oklahoma	

We appreciate your efforts in the 2024 season and look forward to working with you in the coming year. Sincerely,

A handwritten signature in black ink, appearing to read "Shayne M. Wetherall".

Shayne M. Wetherall
CEO, AMGUARD Environmental Technologies



TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: May 19, 2025

SUBJECT: 3RD STREET BRIDGE REPAIR - APPROVE PLANS AND SPECIFICATIONS; AUTHORIZE THE CALL FOR BIDS

I. RECOMMENDED ACTION

It is recommended City Council approve plans and specifications for the project and authorize the call for bids.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

In March 2025, Council approved Option 1 for the 3rd St Bridge Repair project. Option 1 will detour northbound traffic during the bridge repair. The concrete pier will be repaired, and a bridge bearing will be replaced. A deck drainage system will be installed near this pier to capture runoff and divert it away from the pier.

B. Proposed Project

The proposed project is nearly ready for bid and staff requests authorization to approve the plans and specifications and authorize a call for bids. There will be two bid requests for this project: a bridge bearing procurement which will be advertised ahead of the repair project, and the full repair project.

Once bids are obtained, a budget amendment will be brought before the Council to align the budget with actual bid costs.

C. Recommendation Detail

The project has been designed per required standards and Council direction. The engineering team is ready to obtain bids for the project.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Once pier 3 is repaired, a significant safety issue will be corrected for many years.

C. Fiscal Impact

In the 2025 budget, \$350,000 was allocated for a preliminary engineering effort for a major rehabilitation project in 2027. However, due to the rapid change in bridge conditions, the preliminary engineering project had to be changed to a bridge repair project.

Project Costs

Construction cost is estimated to be \$242,000

Project Funding

Funds are currently budgeted in the capital infrastructure fund. Staff will recommend a budget amendment with the award of bid to move the appropriation to the general fund as this repair project does not meet the definition of a capital project.

VI. ALTERNATIVES

Alternative 1: Council could choose not to approve the project. This will delay the critical repair.

City of Minot - Engineer's Opinion of Probable Cost
MNOT10 (4873) Bridge Repair
 3rd Street - Minot, ND



SPEC	CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
103	0100	CONTRACT BOND	L SUM	1.00	\$ 5,000.00	\$ 5,000.00
256	0100	RIPRAP GRADE I	CY	34.00	\$ 125.00	\$ 4,250.00
261	0106	FIBER ROLLS 6IN	LF	50.00	\$ 10.00	\$ 500.00
261	0107	REMOVE FIBER ROLLS 6IN	LF	50.00	\$ 5.00	\$ 250.00
616	0360	STRUCTURAL STEEL	LBS	354.00	\$ 35.00	\$ 12,390.00
702	0100	MOBILIZATION	L SUM	1.00	\$ 40,000.00	\$ 40,000.00
704	1000	TRAFFIC CONTROL SIGNS	UNIT	1,200.00	\$ 5.00	\$ 6,000.00
704	1052	TYPE III BARRICADE	EA	12.00	\$ 100.00	\$ 1,200.00
704	1060	DELINEATOR DRUMS	EA	45.00	\$ 25.00	\$ 1,125.00
930	3043	BEARINGS (FIXED) - REMOVE AND INSTALL	EA	1.00	\$ 6,500.00	\$ 6,500.00
930	8230	SHORING	EA	1.00	\$ 25,000.00	\$ 25,000.00
930	8684	POLYMER MODIFIED ASPHALT BRIDGE JOINT	LF	32.00	\$ 200.00	\$ 6,400.00
930	9510	FRP STRENGTHENING	SF	105.00	\$ 125.00	\$ 13,125.00
930	9535	DECK DRAINAGE SYSTEM	L SUM	1.00	\$ 20,000.00	\$ 20,000.00
930	9620	PIER REPAIR	SF	40.00	\$ 1,800.00	\$ 72,000.00
SUB-TOTAL						\$ 213,740.00
CONTINGENCIES (10%)						\$ 21,374.00
EARLY RELEASE PACKAGE						\$ 6,600.00
CONSTRUCTION TOTAL						\$ 241,714.00
DESIGN ENGINEERING (Contracted Phases 1-2)						\$ 102,935.00
CONSTRUCTION ENGINEERING (Contracted Phase 3)						\$ 69,035.00
GRAND TOTAL						\$ 413,684.00



TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: May 19, 2025

**SUBJECT: COST PARTICIPATION AND MAINTENANCE AGREEMENT WITH
NDDOT FOR 16TH ST SW INTERCHANGE REHABILITATION**

I. RECOMMENDED ACTION

It is recommended City Council approve the CPM agreement with the NDDOT and authorize the Mayor, City Attorney and Finance Director to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The 16th Street Interchange Rehabilitation project has been in design for over a year. The project will include a bridge deck concrete overlay, replacement of approach slabs, concrete panel replacement, diamond grinding, correction of negative offset left turn lanes, and three new traffic signals. The design process is now complete and the NDDOT has approved the plans.

B. Proposed Project

The proposed cost participation and maintenance agreement (CPM) will provide up to \$3,625,359 in Federal aid for this project. The cost share is 80.93% Federal and 19.07% local funds. Since the project cost will exceed the Federal funding cap, the project cost above the cap will be 100% City funds. The city's maintenance responsibilities stay the same for this project as it is a city-owned bridge.

C. Recommendation Detail

The attached agreement contains the standard federal language used on recent CPM agreements. The project's maintenance responsibilities stay the same. Staff recommends Council approve this agreement.

IV. IMPACT

- A. Aspirations
Resilient and Prepared

- B. Service/Delivery Impact:
Staff envisions this project correcting several known issues such as correcting negative offset left turns, potential for adding turn arrows, and repairing bad concrete. All issues the public has expressed concerns about in the past.

- C. Fiscal Impact
The below costs are estimates based on the final design for the project.

Project Costs

16th Street Interchange Estimated Cost	
Federal Funds	\$ 3,625,359.00
City Funds	\$ 2,888,929.00
	\$ 6,514,288.00
10% Contingency	\$ 651,428.80
Construction Engineering	\$ 500,000.00
Total City Cost	\$ 4,040,357.80

In the 2024 budget, \$680,000 was allocated for engineering on this project. The funding is in reserves awaiting the execution of the final engineering contract for this project. Staff estimates the engineering will be under \$500,000. Any remaining reserve funding will be applied to the project's construction cost. The other project funding is included in the 2026 CIP awaiting final budget approval from the council.

Project Funding

Hub City Oil & Gas and Capital Infrastructure Reserves

VI. ALTERNATIVES

Alternative 1: Council could choose not to approve the CPM agreement with the NDDOT. This will stop the project since the agreement is required to move forward with the project.

MEMO TO: Chad Orn
Deputy Director for Planning

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

DATE: 5/6/2025

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project
SU-4-989(132) PCN 24033

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Minot 16th St Interchange (24th Ave - N Frontage Rd) project.

Contract # 38250544

- The type of work is CPR, Traffic Signals, Bridge Deck Overlay, Approach Panels, ADA Ramps
- The SU Federal Funds for this project is limited to \$ 3,625,359.
- Any costs over the above limited amount will be City responsibility.
- There is no one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Stacey Hanson
Derek Pfeifer
Nicole Lagasse
Lance Meyer - Minot City Engineer
City of Minot Officials
Seng Marohl
Legal
Chad Orn

NDDOT Contract No. 38250544

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

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Marohl, Sengaroun

Telephone: (701) 328-4449

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

For NDDOT use only.

FHWA Authorization date:

Project No. SU-4-989(132) PCN: 24033

LPA: CITY OF MINOT

Location: MINOT 16TH ST INTERCHANGE FROM 24TH AVE TO N FRONTAGE RD

Type of Improvement: CONCRETE PAVEMENT REPAIR, SIGNALS, BRIDGE DECK OVERLAY, APPROACH PANELS, ADA RAMPS

Length: 0.39 MILE

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

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

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

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

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$3,625,359. The balance of the project is the obligation of the LPA.

Additional Funding Clause
None

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



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

PART I

LPA Obligation:

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

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

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

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

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



PART II

Contracting and Construction:

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

PART III

Post Construction:

After the project is completed the LPA agrees to:



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

PART IV

General:

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

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

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



5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

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

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



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

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

★

NAME (TYPE OR PRINT)

SIGNATURE

★

TITLE

DATE

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

APPROVED as to substance:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SA

Derek Pfeifer

SIGNATURE

05/07/25

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

M

DATE

*Mayor, President or Chairperson of Commission

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



CERTIFICATION OF LOCAL MATCH

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

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

Source:

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

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor, President or Chairperson of Commission

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



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 6-24



DESIGN DATA				
Traffic	Average Daily			
Current: 2023	Pass: 23,800	Trucks: 350	Total: 24,150	
Forecast: 2045	Pass: 33,000	Trucks: 485	Total: 33,485	
Preventive Maintenance				
Bridges: #0002-145,343				

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SU-4-989(132)
City of Minot #4753

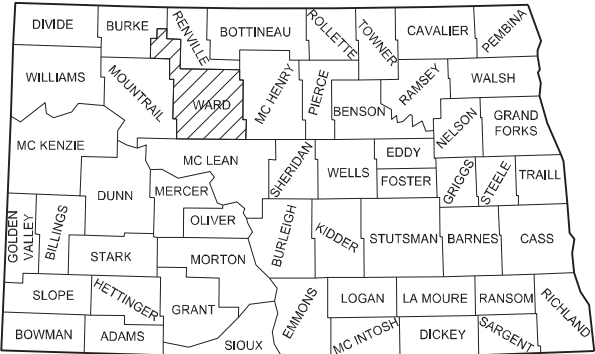
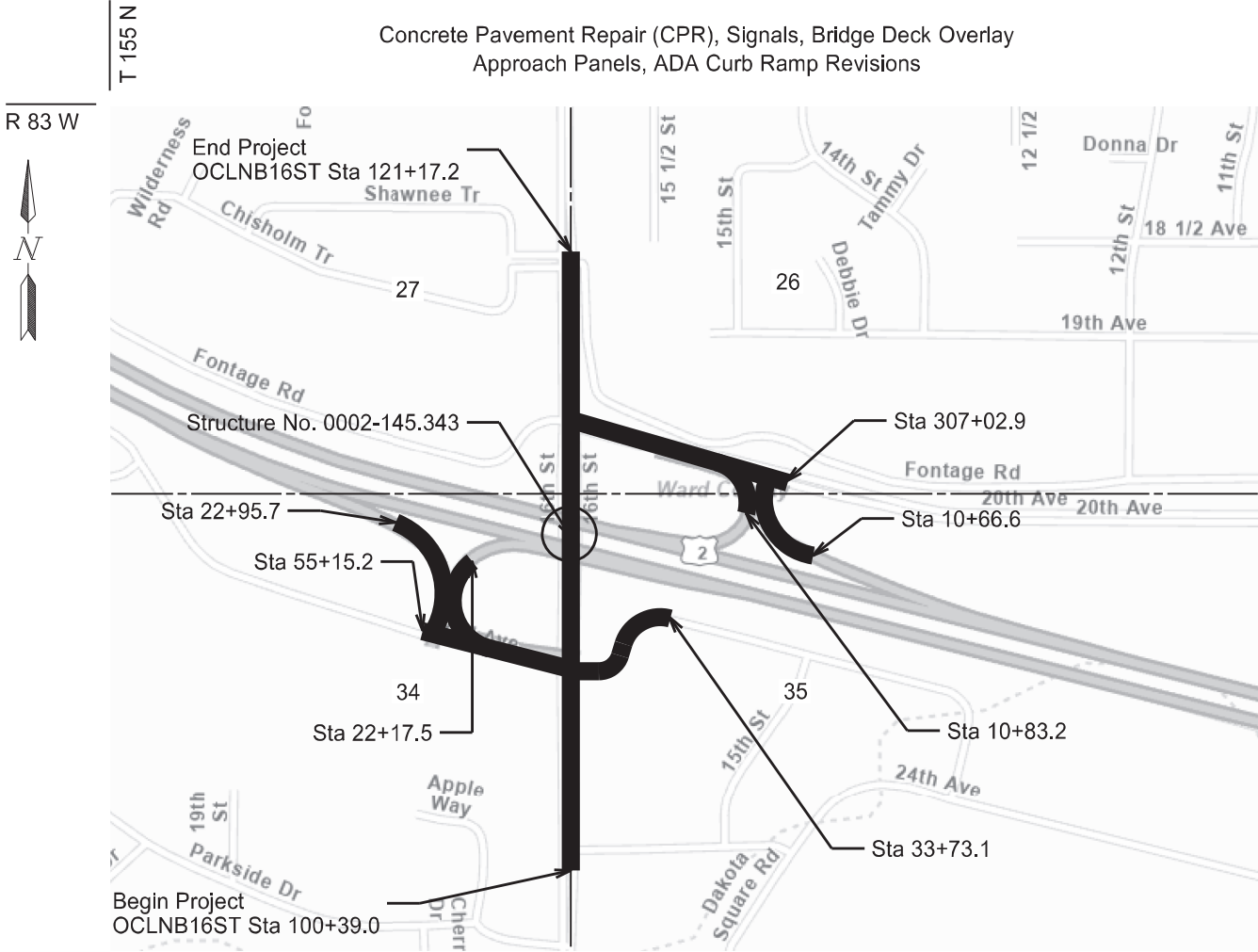
Ward County
16th St. Interchange

	STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
	ND	SU-4-989(132)	24033	1	1

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2024
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
SU-4-989(132)	0.39	0.39

BASIS OF SURVEY
All contours, elevations, and coordinates for the project are based on state Plan Coordinate System NAVD-83(2011)



STATE COUNTY MAP

DESIGNER Stacy Johnson
DESIGNER Brian Meyers
DESIGNER Ryan Rykowski
DESIGNER Hannah Mueller
DESIGNER Michael Salwei

CITY OF MINOT



Lance Meyer
04/25/25

ND DEPARTMENT OF TRANSPORTATION
OFFICE OF PROJECT DEVELOPMENT



Jon Ketterling
04/25/25

SRF Consulting Group



Certificate Of Completion

Envelope Id: E664B54E-CEA6-4528-BD57-E596AC5785B4

Status: Sent

Subject: Contract #38250544: Please DocuSign: CPM Agreement for Minot 16th St Interchange project PCN 24033

Contract Number: 38250544

PCN: 24033

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

Sengaroun Marohl

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

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

smarohl@nd.gov

IP Address: 165.234.92.126

Record Tracking

Status: Original

Holder: Sengaroun Marohl

Location: DocuSign

5/6/2025 9:47:50 AM

smarohl@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: Docusign

Transportation CLOUD

Signer Events

Signature

Timestamp

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

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

St

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 5/6/2025 10:02:00 AM

Viewed: 5/6/2025 10:25:32 AM

Signed: 5/6/2025 10:26:51 AM

Authentication Details

SMS Auth:

Transaction: 66d6c1fc-3ae2-4a61-8bcc-270d7ac38928

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 5/6/2025 10:25:26 AM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Derek Pfeifer

ddpfeifer@nd.gov

Local Gov Eng

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

Derek Pfeifer

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 5/6/2025 10:26:55 AM

Viewed: 5/7/2025 1:50:04 PM

Signed: 5/7/2025 1:52:51 PM

Authentication Details

SMS Auth:

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 5/7/2025 1:49:58 PM

Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 5/7/2025 1:52:54 PM Viewed: 5/7/2025 2:20:07 PM Signed: 5/7/2025 2:23:40 PM

Authentication Details

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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/7/2025 2:20:01 PM
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign Stacey Hanson smhanson@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 165.234.252.245	Sent: 5/6/2025 9:48:06 AM Viewed: 5/6/2025 9:52:21 AM Completed: 5/6/2025 10:01:59 AM
Agent Delivery Events	Status	Timestamp
Lance Meyer lance.meyer@minotnd.gov City Engineer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 5/7/2025 2:23:42 PM Viewed: 5/7/2025 2:24:59 PM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Korby Sward kseward@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2025 9:48:06 AM
Envelope Updated	Security Checked	5/6/2025 10:02:00 AM
Envelope Updated	Security Checked	5/6/2025 10:02:00 AM
Envelope Updated	Security Checked	5/6/2025 10:02:00 AM
Envelope Updated	Security Checked	5/6/2025 10:02:00 AM
Envelope Updated	Security Checked	5/6/2025 10:02:00 AM
Envelope Updated	Security Checked	5/6/2025 10:02:00 AM
Payment Events	Status	Timestamps

Cost Estimate

Project Number:	SU-4-989(132)	Bid Opening:	1/1/2025
PCN:	24033	Estimate Scope:	PSE
Length	0.39	Tied Project(s):	
City:	Minot		
County:	Ward	Prepared By:	<i>sjohnson</i>
Work Description: Concrete Pavement Repair (CPR), Signals, Bridge Deck Overlay, ADA Curb Ramp Revisions			
Location:	16th St. Interchange - Minot		

Spec	Code	Item Description	Unit	Quantity	Unit Cost	Total Cost
103	0100	CONTRACT BOND	L SUM	1	\$47,000.00	\$47,000.00
202	0111	REMOVAL OF CONCRETE	L SUM	1	\$60,000.00	\$60,000.00
202	0114	REMOVAL OF CONCRETE PAVEMENT	SY	937	\$30.00	\$28,110.00
202	0130	REMOVAL OF CURB & GUTTER	LF	2889	\$20.00	\$57,780.00
203	0113	COMMON EXCAVATION-WASTE	CY	74	\$30.00	\$2,220.00
302	0121	AGGREGATE BASE COURSE CL 5	CY	8	\$100.00	\$800.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	5	\$300.00	\$1,500.00
550	0112	8IN NON-REINF CONCRETE PAVEMENT CL AE	SY	1336	\$200.00	\$267,200.00
550	0210	PCC PAVEMENT GRINDING	SY	23397	\$10.00	\$233,970.00
550	0240	DOWELED CONTRACTION JOINT ASSEMBLY	LF	1035	\$25.00	\$25,875.00
570	0424	DOWEL BARS	EA	1626	\$15.00	\$24,390.00
570	0650	CONCRETE PAVEMENT REPAIR-FULL DEPTH-DOWELED	SY	2553	\$280.00	\$714,840.00
570	1512	SPALL REPAIR-PARTIAL DEPTH	SF	893	\$65.00	\$58,045.00
570	1600	EPOXY COATED DEFORMED BARS	EA	2790	\$20.00	\$55,800.00
602	1133	CONCRETE BRIDGE APPROACH SLAB	SY	380.6	\$525.00	\$199,815.00
602	1250	PENETRATING WATER REPELLENT TREATMENT	SY	2872	\$10.00	\$28,720.00
602	7000	SPECIAL SURFACE FINISH	SF	8346	\$10.00	\$83,460.00
624	0126	PEDESTRIAN CANOPY	LF	240.5	\$400.00	\$96,200.00
650	0704	OVERLAY CONCRETE	CY	125	\$4,500.00	\$562,500.00
650	0707	DECK CONCRETE	CY	12	\$2,500.00	\$30,000.00
650	0710	CLASS 1-H REMOVAL	SY	2264	\$185.00	\$418,840.00
650	0720	CLASS 1 REMOVAL	SY	2155	\$55.00	\$118,525.00
650	0723	CLASS 3 REMOVAL	SY	70	\$200.00	\$14,000.00
650	0724	CLASS 4 REMOVAL	SY	20	\$1,000.00	\$20,000.00
702	0100	MOBILIZATION	L SUM	1	\$315,000.00	\$315,000.00
704	0100	FLAGGING	MHR	320	\$50.00	\$16,000.00
704	1000	TRAFFIC CONTROL SIGNS	UNIT	3250	\$3.50	\$11,375.00
704	1052	TYPE III BARRICADE	EA	38	\$120.00	\$4,560.00
704	1054	SIDEWALK BARRICADE	EA	9	\$80.00	\$720.00
704	1058	PEDESTRIAN WALKWAY	LF	1300	\$22.00	\$28,600.00
704	1060	DELINEATOR DRUMS	EA	192	\$30.00	\$5,760.00
704	1067	TUBULAR MARKERS	EA	478	\$8.00	\$3,824.00
704	1072	FLEXIBLE DELINEATORS	EA	25	\$47.00	\$1,175.00
704	2108	TEMPORARY CURB RAMP	EA	10	\$570.00	\$5,700.00

Spec	Code	Item Description	Unit	Quantity	Unit Cost	Total Cost
704	3510	PRECAST CONCRETE MED BARRIER-STATE FURNISHED	EA	78	\$60.00	\$4,680.00
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	\$3,300.00	\$13,200.00
708	1540	INLET PROTECTION-SPECIAL	EA	19	\$320.00	\$6,080.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	EA	19	\$50.00	\$950.00
722	6160	ADJUST INLET	EA	4	\$800.00	\$3,200.00
722	6200	ADJUST MANHOLE	EA	10	\$1,000.00	\$10,000.00
748	0140	CURB & GUTTER-TYPE I	LF	735	\$75.00	\$55,125.00
748	0141	CURB & GUTTER-TYPE 1 SPECIAL	LF	158	\$100.00	\$15,800.00
748	0150	MOUNTABLE CURB & GUTTER-TYPE 1 SEC A	LF	89	\$130.00	\$11,570.00
750	0115	SIDEWALK CONCRETE 4IN	SY	158	\$150.00	\$23,700.00
750	0210	CONCRETE MEDIAN NOSE PAVING	SY	136	\$200.00	\$27,200.00
750	2115	DETECTABLE WARNING PANELS	SF	112	\$60.00	\$6,720.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	188	\$33.00	\$6,204.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	174.5	\$33.00	\$5,758.50
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	63.3	\$25.00	\$1,582.50
754	0592	RESET SIGN PANEL	EA	2	\$100.00	\$200.00
762	1250	PREFORMED THERMO PLASTIC PVMT MK 4IN LINE	LF	6433	\$6.00	\$38,598.00
762	1255	PREFORMED THERMO PLASTIC PVMT MK 6IN LINE	LF	637	\$10.00	\$6,370.00
762	1260	PREFORMED THERMO PLASTIC PVMT MK 8IN LINE	LF	5583	\$14.00	\$78,162.00
762	1270	PREFORMED THERMO PLASTIC PVMT MK 24IN LINE	LF	513	\$58.00	\$29,754.00
762	1282	PREFORMED CONTRAST THERMO PLASTIC PVMT MK MES	SF	1012	\$25.00	\$25,300.00
764	0131	W-BEAM GUARDRAIL	LF	51.9	\$60.00	\$3,114.00
764	0145	W-BEAM GUARDRAIL END TERMINAL	EA	1	\$5,000.00	\$5,000.00
772	2810	TEMPORARY TRAFFIC SIGNALS	EA	3	\$250,000.00	\$750,000.00
772	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	EA	1	\$547,700.00	\$547,700.00
772	9812	TRAFFIC SIGNAL SYSTEM - SITE 2	EA	1	\$666,900.00	\$666,900.00
772	9813	TRAFFIC SIGNAL SYSTEM - SITE 3	EA	1	\$495,700.00	\$495,700.00
930	7012	ROADWAY CANOPY	L SUM	1	\$50,000.00	\$50,000.00
930	9639	APPROACH SLAB LIP REPAIR	LF	177.4	\$400.00	\$70,960.00
970	0008	LANDSCAPE PREPARATION	SY	519	\$24.00	\$12,456.00
					Subtotal	\$6,514,288.00

Estimate Summary and Totals

Engineering Percent: 10.00%

Subtotal:

\$6,514,288.00 + 10.00% Engineering = \$7,165,716.80



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: May 19, 2025

SUBJECT: ADVERTISING AGREEMENTS WITH SKY DANCER CASINO & RESORT AT AIRPORT

I. RECOMMENDED ACTION

It is recommended City Council approve the advertising contracts between Sky Dancer Casino & Resort and City of Minot located at Minot International Airport and authorize the Mayor to sign the contracts.

II. DEPARTMENT CONTACT PERSONS

Jessica Long, Business & Development Man., 701-857-4725
Jennifer Eckman, Airport Director, 701-857-4739

III. DESCRIPTION

A. Background

Sky Dancer Casino & Resort (Sky Dancer) and Minot International Airport (MOT) had previous advertising contracts since 2023, using six locations within the terminal to advertise for its establishment. Upon expiration of the most recent contracts in April 2025, the new marketing director for Sky Dancer requested new contracts for the same six locations used the prior year with a request that the price match the prior year's cost.

B. Proposed Project

The agreement will allow additional advertising in the terminal and provide a continued working relationship between Sky Dancer and MOT.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

Promotion of businesses provides additional services to customers as well as businesses.

C. Fiscal Impact

Advertising is revenue-generating. The six locations are broken down below, including a discount that is offered to all advertisers that choose multiple locations and/or an extended contract.

Location	Location Use Cost	Contract Length (months)	Total
TSA Checkpoint - Static	\$400	12	\$4800
Gate 4 Exit Lane - Static	\$400	12	\$4800
Northside TSA door - Static	\$150	12	\$1800
ATM 1st Floor - Static	\$300	12	\$3600
Baggage Claim - Electronic	\$250	12	\$3000
Power Bar - Electronic	\$300	12	\$3600
Total			\$21600
10% Discount			-\$2160
New Total			\$19440

VI. ALTERNATIVES

Reject the advertising agreement and lose the additional revenue source. The spaces will be vacant until a different advertiser contracts to use them.



**MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS**

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1. **Services.** Advertiser's **Static Media** will be displayed and located as described (see attached map for location(s)) **Baggage Claim Lobby Wall Adjacent to ATM** of the commercial terminal interior of the Minot International Airport starting on **April 1, 2025** and ending on **March 31, 2026** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$270** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
3. **Advertisement.** Advertiser grants MOT a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of the Agreement. At all times during the Term, Advertiser covenants, represents, and warrants the Advertisement shall not: (a) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory or libelous; (d) be pornographic, obscene, or inconsistent with the purpose of the Advertisement; or (e) violate any laws regarding unfair competition, anti discrimination, or false advertising. Advertiser shall be solely responsible for delivering the Advertisement to MOT. Airport Administration may refuse to display an Advertisement at its sole discretion and/or if the Advertisement violates this agreement.
4. **Deletions & Modifications of Advertisement Information.** During the Term of the Advertisement, should any of the Advertisement information change, the Advertiser shall contact and inform MOT of the intent to change and shall coordinate access to the Advertisement with Airport Administration in advance. The Advertiser is solely responsible for any costs associated with modifications to Advertising media. The Airport accepts digital advertising only in specified sizes and file formats (see attached list). All static advertisements, including their mounting methods and fixtures, must be approved by MOT prior to installation. MOT is not responsible for costs incurred in the production, installation, or removal of Advertisements. Airport Administration reserves the right to approve or deny any modifications as requested by the Advertiser. Should it be determined and verified by Airport Administration that the Advertiser is no longer in business and/or providing the advertised product and/or service, Airport Administration shall then have the right, without any liability, to remove the advertisement from public display in the terminal.
5. **Liability Limitation.** In no event shall MOT be liable for any consequential, incidental, indirect, punitive, or special damages for lost business or profits related to the Agreement. In no event shall MOT's liability to Advertiser exceed the fees actually paid under the Agreement. The



Parties hereto agree to promptly report to the other any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

6. **Indemnity and Waiver of Damages.** If the Advertiser or Advertisement violates this agreement, Advertiser shall indemnify and hold MOT harmless to the extent indemnification is allowed by North Dakota law from any claims and demands of third persons, including the United States of America, resulting from the Advertiser or Advertisement's noncompliance with any provisions of this Agreement and Advertiser shall reimburse MOT for any loss or expense incurred by reason of such noncompliance.
7. **Termination.** This Agreement will terminate upon the expiration of the Term. The Parties may only terminate the Agreement prior to expiration of the Term by mutual written consent. Otherwise, either Party may terminate the Agreement: (a) if the other Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy proceeding; or (b) in the case of a material breach on the part of the other Party, provided the non-breaching Party first notifies the breaching Party of the material breach and affords the breaching Party ten (10) days to cure the breach, failing which the Agreement shall be deemed terminated upon the expiration of this ten (10) business day period.
8. **Notice.** All payments, demands and notices required herein shall be deemed to be properly served is hand delivered, or if sent by certified or registered mail, postage prepaid, or courier to the last address previously furnished by the Parties hereto. Until hereafter changed by the Parties, in writing, notices shall be addressed to the Parties as follows:

SKY DANCER CASINO AND RESORT
3965 Sky Dancer Way NE
Belcourt, ND 58316

MINOT INTERNATIONAL AIRPORT
305 Airport Road, Suite 216
Minot, ND 58703

9. **Miscellaneous.** The Parties hereby agree that North Dakota law will be used to govern and interpret this Agreement. The Parties will maintain the facts and terms of the Agreement as strictly confidential, to the extent allowed by North Dakota's open records laws. No Party may assign the Agreement without the other's express written consent. Any other assignment shall be void and without force or effect. The Parties agree that any action/lawsuit regarding this Agreement shall be brought in Ward County, North Dakota. The prevailing Party in any action/lawsuit shall be awarded its reasonable attorneys' fees and costs. The Agreement is the entire and only agreement between the Parties regarding its subject matter, and all prior agreements between or among the Parties and related to the subject matter of the Agreement are of no force or effect. The individuals signing the Agreement personally represent, warrant, and covenant they have the authority to bind to the Agreement the Party on whose behalf they are signing. Neither Party makes any representation, covenant, or warranty except as expressly set forth in the Agreement. This Agreement will not be construed against either Party by virtue of that Party having written all or any part of the Agreement. The failure on the part of a Party to enforce a term or provision of the Agreement will not constitute a waiver of the right to later enforce that provision. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by North Dakota law. The Parties may not amend the Agreement except in writing, signed by both Parties. The Parties may execute the Agreement in counterparts. Unmodified faxed or electronically stored executed



copies of the Agreement will be regarded as originals of the Agreement. No third party may claim any rights under the Agreement. The waiving of any portion of this Agreement by either Party must be in writing and shall be limited to that particular instance and shall not be deemed to waive any other breach of this Agreement. The consent by MOT to any act by Advertiser requiring MOT's consent shall not be deemed to constitute consent to any subsequent similar act by Advertiser.

By signing this Agreement, you are certifying you have read the foregoing and agree to all terms set out above.

SKY DANCER CASINO AND RESORT

3965 Sky Dancer Way NE
Belcourt, ND 58316

Tel:
Fax:

X *[Signature]*

Name: *Randy Brunelle*
Title: *GM*
Date: *5-8-25*

CITY OF MINOT

Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703
Tel: 701-857-4724
Fax: 701-857-4710

X

Mayor
Date:

ATTEST

X

Mikayla McWilliams
City Clerk
Date:



**MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS**

This agreement is between the City of Minot, Minot International Airport ("MOT"), a municipal corporation, and **Sky Dancer Casino and Resort** ("Advertiser"), (the "Parties" and each a "Party").

1. **Services.** Advertiser's **Digital** media will be displayed and located as described **1st Floor Landside** (see attached map for location(s)) within the **Baggage Claim** of the commercial terminal interior of the Minot International Airport starting on **April 1, 2025** and ending on **March 31, 2026** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$225.00** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
3. **Advertisement.** Advertiser grants MOT a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of the Agreement. At all times during the Term, Advertiser covenants, represents, and warrants the Advertisement shall not: (a) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory or libelous; (d) be pornographic, obscene, or inconsistent with the purpose of the Advertisement; or (e) violate any laws regarding unfair competition, anti discrimination, or false advertising. Advertiser shall be solely responsible for delivering the Advertisement to MOT. Airport Administration may refuse to display an Advertisement at its sole discretion and/or if the Advertisement violates this agreement.
4. **Deletions & Modifications of Advertisement Information.** During the Term of the Advertisement, should any of the Advertisement information change, the Advertiser shall contact and inform MOT of the intent to change and shall coordinate access to the Advertisement with Airport Administration in advance. The Advertiser is solely responsible for any costs associated with modifications to Advertising media. The Airport accepts digital advertising only in specified sizes and file formats (see attached list). All static advertisements, including their mounting methods and fixtures, must be approved by MOT prior to installation. MOT is not responsible for costs incurred in the production, installation, or removal of Advertisements. Airport Administration reserves the right to approve or deny any modifications as requested by the Advertiser. Should it be determined and verified by Airport Administration that the Advertiser is no longer in business and/or providing the advertised product and/or service, Airport Administration shall then have the right, without any liability, to remove the advertisement from public display in the terminal.
5. **Liability Limitation.** In no event shall MOT be liable for any consequential, incidental, indirect, punitive, or special damages for lost business or profits related to the Agreement. In no event shall MOT's liability to Advertiser exceed the fees actually paid under the Agreement. The



Parties hereto agree to promptly report to the other any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

6. **Indemnity and Waiver of Damages.** If the Advertiser or Advertisement violates this agreement, Advertiser shall indemnify and hold MOT harmless to the extent indemnification is allowed by North Dakota law from any claims and demands of third persons, including the United States of America, resulting from the Advertiser or Advertisement's noncompliance with any provisions of this Agreement and Advertiser shall reimburse MOT for any loss or expense incurred by reason of such noncompliance.
7. **Termination.** This Agreement will terminate upon the expiration of the Term. The Parties may only terminate the Agreement prior to expiration of the Term by mutual written consent. Otherwise, either Party may terminate the Agreement: (a) if the other Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy proceeding; or (b) in the case of a material breach on the part of the other Party, provided the non-breaching Party first notifies the breaching Party of the material breach and affords the breaching Party ten (10) days to cure the breach, failing which the Agreement shall be deemed terminated upon the expiration of this ten (10) business day period.
8. **Notice.** All payments, demands and notices required herein shall be deemed to be properly served is hand delivered, or if sent by certified or registered mail, postage prepaid, or courier to the last address previously furnished by the Parties hereto. Until hereafter changed by the Parties, in writing, notices shall be addressed to the Parties as follows:

SKY DANCER CASINO AND RESORT
3965 Sky Dancer Way NE
Belcourt, ND 58316

MINOT INTERNATIONAL AIRPORT
305 Airport Road, Suite 216
Minot, ND 58703

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By signing this Agreement, you are certifying you have read the foregoing and agree to all terms set out above.

SKY DANCER CASINO AND RESORT

3965 Sky Dancer Way NE
Belcourt, ND 58316

Tel:
Fax:

X 

Name: Randy Brunelle
Title: CM
Date: 5-8-25

CITY OF MINOT

Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703
Tel: 701-857-4724
Fax: 701-857-4710

X

Mayor
Date:

ATTEST

X

Mikayla McWilliams
City Clerk
Date:



**MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS**

This agreement is between the City of Minot, Minot International Airport ("MOT"), a municipal corporation, and **Sky Dancer Casino and Resort** ("Advertiser"), (the "Parties" and each a "Party").

Services. Advertiser's **Digital** media will be displayed and located as described **1st Floor Landside** (see attached map for location(s)) within the **Power Bar in front of Trestle Tap House** of the commercial terminal interior of the Minot International Airport starting on **April 1, 2025** and ending on **March 31, 2026** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.

Rates. Advertiser agrees to pay a monthly rate of **\$270.00** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.

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Parties hereto agree to promptly report to the other any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

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SKY DANCER CASINO AND RESORT
3965 Sky Dancer Way NE
Belcourt, ND 58316

MINOT INTERNATIONAL AIRPORT
305 Airport Road, Suite 216
Minot, ND 58703

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copies of the Agreement will be regarded as originals of the Agreement. No third party may claim any rights under the Agreement. The waiving of any portion of this Agreement by either Party must be in writing and shall be limited to that particular instance and shall not be deemed to waive any other breach of this Agreement. The consent by MOT to any act by Advertiser requiring MOT's consent shall not be deemed to constitute consent to any subsequent similar act by Advertiser.

By signing this Agreement, you are certifying you have read the foregoing and agree to all terms set out above.

SKY DANCER CASINO AND RESORT

3965 Sky Dancer Way NE
Belcourt, ND 58316

Tel:
Fax:

X 

Name: Randy Brunkle
Title: GM
Date: 5-8-25

CITY OF MINOT

Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703
Tel: 701-857-4724
Fax: 701-857-4710

X

Mayor
Date:

ATTEST

X

Mikayla McWilliams
City Clerk
Date:



**MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS**

This agreement is between the City of Minot, Minot International Airport ("MOT"), a municipal corporation, and **Sky Dancer Casino and Resort** ("Advertiser"), (the "Parties" and each a "Party").

1. **Services.** Advertiser's **Static Media** will be displayed and located as described (see attached map for location(s)) **Holdroom Wall Space Adjacent to TSA** of the commercial terminal interior of the Minot International Airport starting on **April 1, 2025** and ending on **March 31, 2026** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$135.00** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
3. **Advertisement.** Advertiser grants MOT a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of the Agreement. At all times during the Term, Advertiser covenants, represents, and warrants the Advertisement shall not: (a) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory or libelous; (d) be pornographic, obscene, or inconsistent with the purpose of the Advertisement; or (e) violate any laws regarding unfair competition, anti discrimination, or false advertising. Advertiser shall be solely responsible for delivering the Advertisement to MOT. Airport Administration may refuse to display an Advertisement at its sole discretion and/or if the Advertisement violates this agreement.
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5. **Liability Limitation.** In no event shall MOT be liable for any consequential, incidental, indirect, punitive, or special damages for lost business or profits related to the Agreement. In no event shall MOT's liability to Advertiser exceed the fees actually paid under the Agreement. The



Parties hereto agree to promptly report to the other any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

6. **Indemnity and Waiver of Damages.** If the Advertiser or Advertisement violates this agreement, Advertiser shall indemnify and hold MOT harmless to the extent indemnification is allowed by North Dakota law from any claims and demands of third persons, including the United States of America, resulting from the Advertiser or Advertisement's noncompliance with any provisions of this Agreement and Advertiser shall reimburse MOT for any loss or expense incurred by reason of such noncompliance.
7. **Termination.** This Agreement will terminate upon the expiration of the Term. The Parties may only terminate the Agreement prior to expiration of the Term by mutual written consent. Otherwise, either Party may terminate the Agreement: (a) if the other Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy proceeding; or (b) in the case of a material breach on the part of the other Party, provided the non-breaching Party first notifies the breaching Party of the material breach and affords the breaching Party ten (10) days to cure the breach, failing which the Agreement shall be deemed terminated upon the expiration of this ten (10) business day period.
8. **Notice.** All payments, demands and notices required herein shall be deemed to be properly served is hand delivered, or if sent by certified or registered mail, postage prepaid, or courier to the last address previously furnished by the Parties hereto. Until hereafter changed by the Parties, in writing, notices shall be addressed to the Parties as follows:

SKY DANCER CASINO AND RESORT
3965 Sky Dancer Way NE
Belcourt, ND 58316

MINOT INTERNATIONAL AIRPORT
305 Airport Road, Suite 216
Minot, ND 58703

9. **Miscellaneous.** The Parties hereby agree that North Dakota law will be used to govern and interpret this Agreement. The Parties will maintain the facts and terms of the Agreement as strictly confidential, to the extent allowed by North Dakota's open records laws. No Party may assign the Agreement without the other's express written consent. Any other assignment shall be void and without force or effect. The Parties agree that any action/lawsuit regarding this Agreement shall be brought in Ward County, North Dakota. The prevailing Party in any action/lawsuit shall be awarded its reasonable attorneys' fees and costs. The Agreement is the entire and only agreement between the Parties regarding its subject matter, and all prior agreements between or among the Parties and related to the subject matter of the Agreement are of no force or effect. The individuals signing the Agreement personally represent, warrant, and covenant they have the authority to bind to the Agreement the Party on whose behalf they are signing. Neither Party makes any representation, covenant, or warranty except as expressly set forth in the Agreement. This Agreement will not be construed against either Party by virtue of that Party having written all or any part of the Agreement. The failure on the part of a Party to enforce a term or provision of the Agreement will not constitute a waiver of the right to later enforce that provision. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by North Dakota law. The Parties may not amend the Agreement except in writing, signed by both Parties. The Parties may execute the Agreement in counterparts. Unmodified faxed or electronically stored executed



copies of the Agreement will be regarded as originals of the Agreement. No third party may claim any rights under the Agreement. The waiving of any portion of this Agreement by either Party must be in writing and shall be limited to that particular instance and shall not be deemed to waive any other breach of this Agreement. The consent by MOT to any act by Advertiser requiring MOT's consent shall not be deemed to constitute consent to any subsequent similar act by Advertiser.

By signing this Agreement, you are certifying you have read the foregoing and agree to all terms set out above.

SKY DANCER CASINO AND RESORT

3965 Sky Dancer Way NE
Belcourt, ND 58316

Tel:

Fax:

X *Randy Brunelle*

Name: *Randy Brunelle*
Title: *GM*
Date: *5-8-25*

CITY OF MINOT

Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703
Tel: 701-857-4724
Fax: 701-857-4710

X

Date:

ATTEST

X

Mikayla McWilliams
City Clerk
Date:



**MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS**

This agreement is between the City of Minot, Minot International Airport ("MOT"), a municipal corporation, and **Sky Dancer Casino and Resort** ("Advertiser"), (the "Parties" and each a "Party").

1. **Services.** Advertiser's **Static Media** will be displayed and located as described (see attached map for location(s)) within the **TSA Checkpoint** of the commercial terminal interior of the Minot International Airport starting on **April 1, 2025** and ending on **March 31, 2026** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$400.00** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
3. **Advertisement.** Advertiser grants MOT a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of the Agreement. At all times during the Term, Advertiser covenants, represents, and warrants the Advertisement shall not: (a) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory or libelous; (d) be pornographic, obscene, or inconsistent with the purpose of the Advertisement; or (e) violate any laws regarding unfair competition, anti discrimination, or false advertising. Advertiser shall be solely responsible for delivering the Advertisement to MOT. Airport Administration may refuse to display an Advertisement at its sole discretion and/or if the Advertisement violates this agreement.
4. **Deletions & Modifications of Advertisement Information.** During the Term of the Advertisement, should any of the Advertisement information change, the Advertiser shall contact and inform MOT of the intent to change and shall coordinate access to the Advertisement with Airport Administration in advance. The Advertiser is solely responsible for any costs associated with modifications to Advertising media. The Airport accepts digital advertising only in specified sizes and file formats (see attached list). All static advertisements, including their mounting methods and fixtures, must be approved by MOT prior to installation. MOT is not responsible for costs incurred in the production, installation, or removal of Advertisements. Airport Administration reserves the right to approve or deny any modifications as requested by the Advertiser. Should it be determined and verified by Airport Administration that the Advertiser is no longer in business and/or providing the advertised product and/or service, Airport Administration shall then have the right, without any liability, to remove the advertisement from public display in the terminal.
5. **Liability Limitation.** In no event shall MOT be liable for any consequential, incidental, indirect, punitive, or special damages for lost business or profits related to the Agreement. In no event shall MOT's liability to Advertiser exceed the fees actually paid under the Agreement. The



Parties hereto agree to promptly report to the other any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

6. **Indemnity and Waiver of Damages.** If the Advertiser or Advertisement violates this agreement, Advertiser shall indemnify and hold MOT harmless to the extent indemnification is allowed by North Dakota law from any claims and demands of third persons, including the United States of America, resulting from the Advertiser or Advertisement's noncompliance with any provisions of this Agreement and Advertiser shall reimburse MOT for any loss or expense incurred by reason of such noncompliance.
7. **Termination.** This Agreement will terminate upon the expiration of the Term. The Parties may only terminate the Agreement prior to expiration of the Term by mutual written consent. Otherwise, either Party may terminate the Agreement: (a) if the other Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy proceeding; or (b) in the case of a material breach on the part of the other Party, provided the non-breaching Party first notifies the breaching Party of the material breach and affords the breaching Party ten (10) days to cure the breach, failing which the Agreement shall be deemed terminated upon the expiration of this ten (10) business day period.
8. **Notice.** All payments, demands and notices required herein shall be deemed to be properly served is hand delivered, or if sent by certified or registered mail, postage prepaid, or courier to the last address previously furnished by the Parties hereto. Until hereafter changed by the Parties, in writing, notices shall be addressed to the Parties as follows:

SKY DANCER CASINO AND RESORT
3965 Sky Dancer Way NE
Belcourt, ND 58316

MINOT INTERNATIONAL AIRPORT
305 Airport Road, Suite 216
Minot, ND 58703

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By signing this Agreement, you are certifying you have read the foregoing and agree to all terms set out above.

SKY DANCER CASINO AND RESORT

3965 Sky Dancer Way NE
Belcourt, ND 58316

Tel:

Fax:

X 

Name:

Title:

Date:

Randy B Ruess
GM
5-8-25

CITY OF MINOT

Minot International Airport
305 Airport Road, Suite 216

Minot, ND 58703

Tel: 701-857-4724

Fax: 701-857-4710

X 

Mayor

Date:

ATTEST

X 

Mikayla McWilliams

City Clerk

Date:



**MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS**

This agreement is between the City of Minot, Minot International Airport ("MOT"), a municipal corporation, and **Sky Dancer Casino and Resort** ("Advertiser"), (the "Parties" and each a "Party").

1. **Services.** Advertiser's **Static Media** will be displayed and located as described (see attached map for location(s)) **Gate 4 Wall Space Adjacent to the Exit Lane** of the commercial terminal interior of the Minot International Airport starting on **April 1, 2025** and ending on **March 31, 2026** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$360** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
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Belcourt, ND 58316

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Minot, ND 58703

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By signing this Agreement, you are certifying you have read the foregoing and agree to all terms set out above.

SKY DANCER CASINO AND RESORT

3965 Sky Dancer Way NE
Belcourt, ND 58316

Tel:
Fax:

X 

Name: Randy Bruvella
Title: GM
Date: 5-8-25

CITY OF MINOT

Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703
Tel: 701-857-4724
Fax: 701-857-4710

X

Mayor
Date:

ATTEST

X

Mikayla McWilliams
City Clerk
Date:



TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: May 19, 2025

SUBJECT: 2025 WATERMAIN REPLACEMENT - NW ALLEYS - AWARD OF BID

I. RECOMMENDED ACTION

- 1. It is recommended City Council award the bid for the 2025 Watermain Replacement - NW Alleys Project to Post Construction, Inc. for the lowest bid of \$334,108.00;**
- 2. Authorize the Mayor to sign contract documents on behalf of the City; and**
- 3. Approve the budget amendment on first reading to allocate the funds.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Each year, the Water and Sewer Department budgets funds for watermain replacement in areas where old watermains are in poor condition. This year, \$2 million was allocated for this project. The area was chosen based on being an area that required significant maintenance repairing watermain breaks.

On Tuesday, May 13, 2025, bids were opened for the 2025 Watermain Replacement - NW Alleys Project. Below is a copy of the bid tabulation:

2025 Watermain Replacement - NW Alleys Project Bid Tabulation
City Project #4877.1

Engineers Estimate: \$576,860.00

Bidder	Total Bid
Post Construction, Inc.	\$334,108.00
Kemper Construction Co.	\$400,023.87

The lowest responsible bid was received from Post Construction, Inc. in the amount of \$334,108.00.

B. Proposed Project

Work for this project will concentrate in an area of town where there are frequent watermain breaks east of Oak Park.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

Engineer's Estimate: \$576,860.00

Contractor's Bid: \$334,108.00

Project Funding

Funds for this project were budgeted in the 2025 Watermain Maintenance budget in the amount of \$2,000,000 (Account 14061000-44501).

After awarding a previous watermain replacement project, this project cost came in above what was remaining in available funding. A budget amendment in the amount of \$82,000 is necessary to allocate \$32,000 from reserves to cover the budget shortfall along with \$50,000 to cover any contingencies on both watermain replacement projects.

VI. ALTERNATIVES

Council could elect to decline approval of the budget amendment. In that case, the project could be scaled back to fit the available budget, but the remaining pipe would need to be replaced as part of a different project.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
WATER DISTRIBUTION WATERMAIN MAINTENANCE EXPENDITURES FOR
THE WATERMAIN REPLACEMENT – NW ALLEYS PROJECT AND APPROVE THE
USE OF WATER/SEWER CASH RESERVES.**

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

- §1: Amend the 2025 annual budget to increase the water distribution
watermain maintenance expenditures for the watermain replacement –
NW alleys project:

14061000-44501		82,000
----------------	--	--------

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Brent Weber, Fire Battalion Chief

DATE: May 19, 2025

**SUBJECT: APPROVE EMERGENCY VEHICLE OPERATOR COURSE (EVOC)
TRAINING CONTRACT WITH THE NORTH DAKOTA STATE FAIR
ASSOCIATION**

I. RECOMMENDED ACTION

It is recommended City Council approve the contract with the North Dakota State Fair and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Revision of the contract between the City of Minot and the NDSF grounds to use the midway for EVOC training (driver training).

B. Proposed Project

This allows fire units to be within city limits, and a large enough area to complete sufficient training.

C. Recommendation Detail

This area was used in the past and worked well for training. Approve contract and have mayoral signature.

IV. IMPACT

A. Aspirations

Safe and prepared. EVOC training is a way to keep the operators held to a high standard when operating on the road.

B. Service/Delivery Impact:

This keeps fire units in City limits and allows a large enough area to complete necessary training.

C. Fiscal Impact

There is no fiscal impact related to this item.

VI. ALTERNATIVES

Option 1: The training is held at a different location without ample area to complete the entire course.

Option 2: The training is canceled.



**LEASE AGREEMENT FOR BUILDINGS AND EQUIPMENT
AND CONTRACT FOR SERVICES**
NORTH DAKOTA STATE FAIR
SFN 58693 (10-2007)

Contract Number
11089-25

This agreement is made this **14th day of May, 2025**, between the State of North Dakota, d/b/a The North Dakota State Fair Association, hereafter "NDSF", and City of Minot hereby "Lessee", for the express purpose of presenting a "Scheduled Event" known as **Fire Fighter Exercise**.

Name City of Minot		Daytime Telephone Number 701.441.9135	
Address 1704 Main Street South		City Minot	State ND
		ZIP Code 58701	
Fax Number	Cell Phone Number	E-mail Address tullygarberg@minotnd.gov	

1. Consideration:

In consideration of the mutual promises and agreements contained herein, NDSF hereby leases and contracts to provide to Lessee the use of buildings, equipment, and services described below. This agreement is VOID if not signed and returned with non-refundable deposit, and fully executed by NDSF before **6/1/2025**.

2. Building Lease:

- A. **Building(s):** NDSF agrees to lease, let and demise to Lessee and Lessee agrees to rent from NDSF the building(s) located on the North Dakota State Fair Grounds commonly known as **Midway @ \$2,400.00** hereinafter "Leased Premises".
- B. **Term:** The term of this lease shall commence on **Tuesday, May 27th, 2025 at 8am and terminate on Friday, May 30th, 2025 at 11:59PM.**
- C. **Base Lease Rent:** The lessee agrees to pay to NDSF a minimum amount of **\$2,400.00** or 0% of gross daily admissions, less applicable sales taxes, whichever is greater.
- D. **Additional Rent Charge(s):** Lessee agrees to pay a minimum of **\$600.00** per day (for any portion of a day) for occupancy and use of the Leased Premises in excess of the lease term listed above.
- E. **Deposit:** A NON-REFUNDABLE deposit in the amount of **\$0.00** AND an additional equipment deposit in the amount of **\$0.00** are both due at the signing of this Agreement. Total deposit due at signing is **\$0.00**
- F. **Novelty Sales:** The Lessee shall pay NDSF **15%** of the gross sales, plus labor and credit card fees, plus pay applicable sales tax directly to taxing authority for all novelty type items sold by the lessee, or any licensee of the lessee. Lessee shall provide NDSF with a complete accounting of all such sales within 24 hours of the termination of Event.
- G. **Concessions:** NDSF retains all food and beverage concession privileges. The Lessee, its invitees, patrons, and guests are prohibited from bringing any food or beverage into the leased premises for any purpose. NDSF may allow concessionaires to be open during all events, and if so, access to concession areas will not be restricted by any party.
- H. **Beverages:** The North Dakota State Fair Center has an exclusive agreement with Pepsi Cola. Any beverages brought in for an event for any reason, whether it be for give away, paid for, donated, or otherwise must be a Pepsi Cola product. This includes, but is not limited to soda, tea, sports drinks and water. (Initial)

SUMMARY OF FEES: (Note: additional fees may apply and will be billed separately.)

Building(s) Subtotal (par. 2c)	+\$2,400.00	Misc. Fee for: Insurance	0.00
Equipment Subtotal (par. 3c)	0.00	Misc. Fee for:	
Box Office Fee (par. 4a)	0.00	Deposit: NDSF Sponsorship	-\$2,400.00
Credit Card Fee (par. 4a)		Equipment Deposit:	
Cleaning Fee (par. 4a)	0.00	BALANCE DUE	0.00
Facility Fee (par. 4a)		The additional equipment deposit of \$200.00 will be credited after termination of the lease term with any remaining balance, if any, refunded to lessee.	
Ticket Printing Fee (par. 4a)			

LESSEE:

**LESSORS: STATE OF NORTH DAKOTA D/B/A
THE NORTH DAKOTA STATE FAIR ASSOCIATION**

Print Name		By
Signature	Date	Its Contract & Event Coordinator

- I. **Security:** Lessee shall notify and provide, at its sole expense, appropriate security to be determined by the Ward County Sheriff, if applicable. 701-857-6500) (initial)
- J. **Ticket Policy:** Tickets are required for all events in which rental fees are based on a percentage of admissions. NDSF must approve all pass out procedures prior to event. All printing of admission tickets must be performed by a bonded ticket printing company. All copy, colors, and numbering systems shall be approved by NDSF prior to the printing of the tickets. Further, Lessee must provide to NDSF a certified, notarized manifest from the approved ticket company indicating the total number of tickets printed, as to the price and stock color. Rolled tickets may be purchased, at a nominal fee, from NDSF for use as increased door price tickets.
- K. **Box Office Reporting:** If NDSF is not providing box office services, then Lessee shall provide NDSF with a complete accounting of all admissions within 24 hours of the termination of the Scheduled Event, and shall further make all records, books, unsold tickets, and other documents regarding the admissions available for inspection, review, audit, and acceptance by NDSF.
- L. **Parking:** Lessee shall be allowed access to parking within the fenced area known as the North Dakota State Fair Grounds property. Lessee and its invitees, guests and patrons using the parking lot at the North, along the tracks, are informed that this area belongs to the Burlington Northern Railroad. The Burlington Northern Railroad and NDSF accept no responsibility for any damage to any cars on this lot. Patrons must observe all fire lanes, no parking, reserved parking, and handicapped parking areas 24 hours a day. Violators will be ticketed and may be towed at vehicle owner's expense.
- M. **Alcoholic Beverages:** The sale, display, or dispensation by Lessee of alcoholic beverages upon the premises is strictly prohibited. The Lessee shall not allow any third party to sell, display, or disperse alcoholic beverages upon the premises. Any agreed-upon sale, dispensation, or consumption of alcohol shall be subject to the laws of the State of North Dakota, and local and City Resolutions and Ordinances. The Lessee shall procure all necessary licenses and permits as required by law. NDSF may allow concessionaires to open during all events covered by this Agreement, and if so, said concession areas will not be restricted by any party.
- N. **Decorations and Posters:** Arrangements for hanging banners, announcement cards, and the like must be made in advance with NDSF. Decorations are not permitted on ceilings, glass, painted surfaces, fabrics, or decorated walls. All decorative materials must be flame proof in accordance with the fire codes. NDSF prohibits placement of adhesive materials (such as scotch tape or masking tape) on painted surfaces, glass, and any equipment.
- O. **Cleaning:** The Lessee acknowledges that it has inspected the Leased Premises and the same are fit for the use and purpose of the Lessee. During the term of this Agreement, the Lessee shall maintain the Leased Premises in a clean and sanitary condition. Lessee shall place all rubbish, garbage, and other waste into receptacles. At the termination of this Agreement, the Lessee shall return the leased premises to NDSF in as good a condition as when received, ordinary wear and tear accepted. Normal expected cleaning costs to be paid by the Lessee are indicated on page one and three of this Agreement. Unexpected additional cleaning that may be required and shall be paid by the Lessee. **THE USE OF CONFETTI IS STRICTLY PROHIBITED! A cleaning fee of \$3,000.00 will be assessed for any and all confetti use.**
- P. **Dirt:** Lessee, at its sole expense, shall contract and pay for all services related to installing and removing dirt from the floor when required by the Lessee's event. All additional cleaning costs incurred by NDSF for cleaning the premises or any portion thereof at the close of the Lessee's event shall be paid by the Lessee.
- Q. **Public Access:** Lessee agrees that it will not in any manner barricade, obstruct, or block any stairway, hallway, doorway, or concession stand of any structure leased under this Agreement. All driveways, walk areas, open ground areas permitted by NDSF to be used by the Lessee during the term of this Agreement are understood and agreed by the Lessee not to be reserved for the exclusive use of the Lessee, but are to be used in conjunction with the general public. Control of walkways, grounds, public areas, and roadways, is reserved entirely to NDSF.
- R. **Set Up and Take Down of Equipment:** Lessee shall be responsible for the set up of all equipment leased as part of this Agreement. If NDSF or All Seasons Arena employees are engaged for set up, Lessee shall reimburse NDSF for the use of said employees at the rate of \$23.00 per man hour. Any mechanical, or electrical equipment leased by the Lessee shall be operated by NDSF employees only.
- S. **Settlement of Accounts and Payments Due NDSF:** All accounts are due immediately. If the Lessee has not received a statement or billing from NDSF within 10 days of event it is the responsibility of the Lessee to contact NDSF's business manager to obtain all charges payable under this Agreement and to make payment to NDSF immediately. Interest rate of 1½% per month shall be charged on all accounts which are thirty (30) days past due.
- T. **Cancellation:** Cancellation of the Scheduled Event, and this Agreement by the Lessee shall be permitted at the exclusive option of the NDSF. If cancellation is permitted, the Lessee shall pay one-half of the agreed Base Lease Rental fee for the Schedule Event. If cancellation is permitted after NDSF has begun set-up of building and equipment, then the Lessee shall also pay for all equipment leased. Box office fees and charges actually incurred prior to a permitted cancellation shall be paid in full by the Lessee in accordance with the terms of this Agreement. Additional fees and labor required to process ticket refunds shall also be paid by Lessee, if applicable. In the event the fairground facility is destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence renders the fulfillment of the agreement by NDSF impossible, this Agreement will terminate and Lessee waives any claim for damages or compensation beyond the return of monies previously paid to NDSF as part of this Agreement.
- U. **NDSF Sound:** If a Scheduled Event uses NDSF house sound for its event and house sound fails or is deemed inoperable and can't be remedied in a timely manner, Lessee waives any claim for damages or compensation.
- V. **Animals:** Lessee will adhere to and enforce ND Century Code Chapter 25-13-01 thru 25-13-06 regarding animals on grounds or in buildings.

3. Equipment Lease :

- A. **Equipment:** NDSF agrees to lease to Lessee and Lessee agrees to rent from NDSF "Equipment" to be used by Lessee in presenting their Scheduled Event. A listing of Equipment available to Lessee, along with the rental fee(s) associated with each piece of Equipment, has been detailed in the attached Exhibit A.
- B. **Term:** The term of this Equipment Lease shall coincide with the term of the Building Lease, unless the Lessee is only leasing equipment, in which case the term of the Equipment Lease shall commence on [insert date] at [insert time] and terminate on [insert date] at [insert time].
- C. **Equipment List:** If this is an Equipment Only Lease, or if listing of specific equipment utilized is appropriate, list below itemizes such equipment. Rates are based on time of possession of equipment, not actual amount of usage.

Name of Item	Number of Items		Price per Item		Number of Days Rented		Total Cost
Tables – 8' banquet or 5' round		@	0.00	X		=	0.00
Metal chairs		@	0.00	X		=	0.00
4 x 8 stage sections		@	0.00	X		=	0.00
Pipe and Drape		@	0.00	X		=	0.00
		@		X		=	
		@		X		=	
							0.00

4. Contract for Services :

- A. **Services:** NDSF agrees to provide the below listed Services which have been selected by the Lessee in the furtherance of lessee's Scheduled Event. Lessee agrees to pay NDSF for the below listed Service selected by the Lessee at the contract rates and upon the terms set forth below:
- **Box Office:** If NDSF shall provide box office services to Lessee, the Lessee shall pay an additional box office fee of a minimum of 0.00 or 4% of gross admissions, less applicable taxes, whichever is greater, plus all office costs for box office services including but not limited to credit card fees, postage, tickets, envelopes, or other office supplies shall be additional and paid to NDSF by lessee, at time of settlement. Advertising and ticket sales will NOT begin until this agreement is executed by both parties.
 - **Credit Card Fees:** The lessee agrees to pay NDSF 3% of sales made with approved bank card.
 - **Cleaning:** Lessee agrees to pay NDSF an additional cleaning fee of 0.00 .
 - **Facility Fee:** Lessee agrees to pay additional NDSF facility fee(s) of \$0.00 per person in attendance.

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

6. **Insurance:** Lessee shall secure and keep in force during the term of this agreement and Lessee shall require all subcontractors, prior to the commencement of an agreement between Lessee and the subcontractor, to 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, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
 - (2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - (3) Property insurance insuring the full and true value of all Lessee's (or Tenant's) real and personal property located on or in the building in which the leased premises are located for all losses.
 - (4) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
 - (5) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

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

1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Lessee.
2. 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 the State. The policies shall be in form and terms approved by the State.

The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.

- (4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State 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 Lessee.
- (5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
 - c) a provision 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. § 54-12-08;
 - d) a provision that Lessee's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Lessee's insurance and shall not contribute with it;
 - e) cross liability/severability of interest for all policies and endorsements;
 - f) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
 - g) The insolvency or bankruptcy of the insured Lessee shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Lessee from meeting the retention limit under the policy.
- (6) The Lessee shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- (7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

7 Damages / Risk of Loss: Lessee shall be solely and exclusively responsible for any and all damages to the leased premises, fixtures, equipment, furnishings, or any other property of NDSF, whether caused by the Lessee, its invitees, patrons, or guests. Lessee shall pay, upon demand, the full cost of any and all such damage. All property of any kind belonging to the Lessee, its invitees, patrons, or guests and located upon the leased premises shall be located there at the sole risk of the Lessee. NDSF shall not be responsible to the Lessee, its invitees, patrons, or guests for any injury, loss, or damage to said property.

8. Other Conditions: The Lessee further agrees:

- A. Telephone:** All NDSF and All Seasons Arena telephone numbers are reserved exclusively, and the Lessee shall not use, issue, or publish any number for any purpose.
- B. Employees:** Employees and agents of NDSF and All Seasons Arena shall not provide any services to the Lessee, its invitees, patrons, or guests beyond those provided by this Agreement.
- C. Legal Compliance:** Lessee shall conduct its Scheduled Event and other activities in strict legal compliance with the laws of the State of North Dakota, the Resolutions of Ward County, and the City of Minot Ordinances as applicable. Lessee shall be solely responsible to obtain all necessary licenses and permits. Lessee shall also pay, when due, all taxes, whether state federal, county, or local. The fire marshal shall have final jurisdiction on all questions of capacity and fire safety.
- D. Subletting:** This Agreement may not be sublet without prior written approval of NDSF.
- E. Convenience Fee:** The NDSF will charge 3% of the value of this contract when processing payments with credit/debit cards.
- F. Disputes:** Any disagreement or dispute of any kind will be settled by the State Fair Manager and will be final and binding on all parties.
- G. Modification of Agreement:** This Agreement is not subject to modification unless said modification is made in writing and executed by both Lessee and NDSF.
- H. Governing Laws:** The terms and conditions of this Agreement shall be governed by the laws of the State of North Dakota.
- I. Successors and Assigns:** This Agreement shall be binding on, and shall inure to the benefit of the parties, their respective heirs, legal representatives, successors.
- J. Notices:** All notices and demands to the Lessee shall be made to the person and address listed on page one of this Agreement. All notices and demands to NDSF shall be made to the North Dakota State Fair General Manager, P.O. Box 1796, Minot, ND 58702-1796.
- K. Reporting:** Lessee shall notify NDSF personnel immediately upon information about or witnessing an incident that results in damage or injury whether as a result of Lessee's operations or the operations of another vendor or NDSF.



Named Member MINOT, CITY OF
Memorandum Number GL-0000405-39
Effective Date 1/1/2025 to 1/1/2026

**ADDITIONAL COVERED PARTY
GENERAL LIABILITY ENDORSEMENT
STATE OF NORTH DAKOTA**

The State of North Dakota is a "covered party" but only with respect to liability incurred for "personal injury" or "property damage" caused in whole or part, by:

3. Your acts or omissions; or
4. The acts or omissions of those acting on your behalf;
In the performance of your on-going operations in completion of:
lease agreement for the contract number 1108-25.

In addition:

5. Any attorney who represents the State must be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. 54-12-08.
6. 2. The coverage afforded the State is primary as respects any insurance or self-retention maintained by the State and shall be noncontributory.
7. 3. The State will be defended as an added covered party in accordance with the terms and conditions of this Memorandum of Coverage.
8. 4. Any right of recovery we may have against the State because of payments we make on behalf of the State for "personal injury" or "property damage" arising out of this endorsement is waived.

Exclusion:

With respect to the coverage afforded to the State of North Dakota, the following exclusion applies:
Coverage does not apply to "personal injury" or "property damage" occurring:

3. After work to be performed as part of your responsibilities has been completed; or
4. After that portion of work to be performed as part of your responsibilities has been put to its intended use.



Named Member	MINOT, CITY OF
Memorandum Number	GL-0000405-39-06
Effective Date	1/1/2025 to 1/1/2026

Effective 5/9/2025:

In consideration of additional flat contribution amount of \$211.00, it is agreed that ND State Fair as an additional covered party per GL 3020 (04/08).



TO: Mayor and Members of the City Council

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

DATE: May 19, 2025

SUBJECT: FIRSTLINK 988 CALL TRANSFER

I. RECOMMENDED ACTION

It is recommended City Council approve the MOU with FirstLink and authorize the Mayor sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

FirstLink answers various helplines, including 2-1-1 information and referral helpline and the 9-8-8 suicide and crisis phone line and local area calls such as Human Service Centers. The helpline provides help-seekers with 24-hour, telephone crisis/suicide prevention, and community information and referrals. Minot Central Dispatch serves as a dispatch center for law enforcement agencies, fire departments, and emergency responders for the City of Minot and Ward County in North Dakota. Calls to 9-1-1 in this region are directed to the Minot Central Dispatch center, and they handle the calls and dispatch the appropriate public safety agency or agencies to the appropriate location. In the case of suicide and crisis calls made to 9-1-1, Minot Central Dispatch receives those calls, processes those calls and certain calls meeting specific guidelines may be transferred to FirstLink.

B. Proposed Project

This memorandum describes and documents the working relationship between FirstLink, and the Minot Central Dispatch in order to enhance the delivery of information & referral, crisis, intervention, and suicide prevention services to community residents.

Each party to this memorandum is a separate and independent organization, and nothing herein shall be constructed to create a joint venture or legal partnership. Each organization shall retain its own identity in providing services.

C. Recommendation Detail

It is recommended City Council approve the MOU with FirstLink and authorize

the Mayor sign the agreement.

IV. IMPACT

A. Aspirations

safe and welcoming; resilient and prepared

B. Service/Delivery Impact:

The service/delivery impact of our center being able to use the 988 transfer hotline for the community would reshape how mental health crises are addressed. The following are some of the key service and delivery level effects:

- Enhanced service triage & routing
- Expanded access to mental health services
- Reduction in inappropriate emergency dispatch
- Integrated, collaborative response models
- Increased equity and trust in service delivery
- Improved training and protocol development

C. Fiscal Impact

This project does not have any financial obligation to the City or FirstLink; it is a free service. There would be a cost savings from reduced emergency response; fewer law enforcement dispatches and lower EMS and ER usage.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny the MOU.

MEMORANDUM OF UNDERSTANDING

FirstLink and Minot Central Dispatch

This Memorandum of Understanding is entered into effective the _____, 2025, by and between FirstLink, a North Dakota non-profit corporation, whose address is 4342 15 Ave S STE 201A Fargo, North Dakota 58103 ("FirstLink") and the City of Minot.

FirstLink answers various helplines, including 2-1-1 information and referral helpline and the 9-8-8 suicide and crisis phone line and local area calls such as Human Service Centers. The helpline provides callers with 24-hour, telephone crisis/suicide prevention, and community information and referrals. Minot Central Dispatch serves as a dispatch center for law enforcement agencies, fire departments, and emergency responders for the City of Minot and Ward County in North Dakota. Calls to 9-1-1 in this region are directed to the Minot Central Dispatch center and they handle the calls and dispatch the appropriate public safety agency or agencies to the appropriate location. In the case of suicide and crisis calls made to 9-1-1, Minot Central Dispatch receives those calls, processes those calls and certain calls meeting specific guidelines may be transferred to FirstLink.

Purpose:

This memorandum describes and documents the working relationship between FirstLink, and the Minot Central Dispatch in order to enhance delivery of information & referral, crisis, intervention, and suicide prevention services to community residents.

Each party to this memorandum is a separate and independent organization, and nothing herein shall be constructed to create a joint venture or legal partnership. Each organization shall retain its own identity in providing services.

FirstLink and City of Minot agree to the following:

1. Confidentiality

FirstLink and City of Minot will comply with all applicable federal, state, and local confidentiality laws.

2. Community Collaboration

FirstLink and City of Minot will communicate, at least annually, to evaluate mutual processes and practices and to make changes to this MOU as needed.

3. Client Contacts

A. Minot Central Dispatch may direct callers requesting non-emergency related information and referral services to FirstLink through referral or call transfer processes following guidelines mutually agreed-upon by Minot Central Dispatch and FirstLink.

B. Minot Central Dispatch may direct callers in crisis or those individuals wanting to speak with a crisis counselor to FirstLink through referral or call transfer processes following guidelines mutually agreed-upon by Minot Central Dispatch and FirstLink.

4. Termination

Shall either FirstLink or City of Minot decide to terminate this memorandum of agreement, the terminating party shall send a written notice of intent to the other party 30 days prior to termination, which shall conclude all activity detailed in this agreement. Upon termination, each party shall remove references to this agreement from their website and other similar documents.

FIRSTLINK,
a North Dakota Non-profit Corporation

by: _____
Jennifer Illich, its Executive Director

Date: _____

City of Minot

by: _____
Name:
Mayor

Date: _____

Addresses for Notices:

FirstLink
4342 15 Ave S STE 201A
Fargo, North Dakota 58103

City of Minot
10 3rd Ave SW
Minot, North Dakota 58701



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: May 19, 2025

SUBJECT: REALLOCATION OF WATER/SEWER CAPITAL FUNDS

I. RECOMMENDED ACTION

It is recommended City Council approve the reallocation of funds for a capital purchase to buy items that address a more urgent need for the Water/Sewer Department.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

There is \$52,500 in the Sewage Collection budget for the trade in and purchase of a tractor. Due to unforeseen circumstances, staff is requesting to reallocate funding for the tractor purchase to purchase a plate packer, a flail mower and a pipe cutter.

The Water Department currently has two plate compactors that were both purchased in about 2010. Due to their age regular breakdowns are making it difficult to have two working compactors. Staff is requesting to replace one of the units so there is at least one reliable compactor. The other would be added to a future budget for replacement.

In 2024, a compact tractor was purchased for mowing around the lagoon cells. Adequate funding was available to purchase the tractor and a mower. Staff at the time thought the existing mower was adequate to be used on the new tractor so the mower wasn't purchased. Recent issues with the mower attachment indicate replacement is necessary.

During a recent watermain break repair, an operator was injured while cutting a pipe within the excavation. Staff have identified a hydraulic pipe cutter that would make pipe cutting a much safer operation for the operators that perform these repairs. The hydraulic cutter connects to an existing piece of equipment.

B. Proposed Project

This would reallocate funds budgeted for a capital purchase that council approved. The intent is to alert Council that previously approved funds for a capital purchase are being reallocated to make purchases that are more urgent than what was originally budgeted.

C. Recommendation Detail

The annual trade of the utility tractor for the water/sewer department was much more costly than originally expected. Thus, that machine will remain in the fleet and the funds made available will be used to make operations safer and more efficient.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

These purchases will enhance worker safety and make operations and maintenance of infrastructure more efficient.

C. Fiscal Impact

Project Costs

Plate Compactor	\$10,500
Flail Mower	\$ 6,500
Hydraulic Pipe Cutter	<u>\$15,500</u>
Total Equipment Cost	\$32,500

Project Funding

Funding in the amount of \$52,500 was budgeted for a tractor with an anticipated trade-in value of \$46,000 and the remaining \$6,500 was to be funded using water-sewer-storm sewer rate revenue. The Sewer department would like to forego purchasing the tractor and purchase the 3 pieces of equipment listed above utilizing water-sewer-storm sewer rates revenue and cash reserves if needed.

VI. ALTERNATIVES

Council could elect to reject the purchases. However, the needs will still exist and will need to be added to future budgets.



TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: May 19, 2025

SUBJECT: APPROVAL OF THE 2026-2030 CAPITAL IMPROVEMENT PLAN

I. RECOMMENDED ACTION

It is recommended City Council approve the 2026-2030 Capital Improvement Plan

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Emily Huettl, Asst. City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

The 2026-2030 Capital Improvement Plan has been reviewed by Council and a public hearing took place at the last Council meeting. Staff incorporated the previous comments by Council. There were no requests for changes from the public.

B. Proposed Project

The only major change to the draft document presented at the May 5th Council meeting is the funding allocation for the police station remodel project (PD-1). Staff suggests using money already allocated to the police station project in the FY24 budget to fund the architectural services to design the project. The funding for construction, potentially in 2028, will come from various sources that will be identified in the development of the 2028 budget.

C. Recommendation Detail

Staff followed the CIP process to develop CIP projects. Council and the public had the opportunity to review and comment on the proposed projects. Once approved, staff can include project costs in the budget for council consideration.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing; Safe and Welcoming; Resilient and Prepared;
Excellent and Connected

B. Service/Delivery Impact:

The implementation of the various projects in the CIP will improve the infrastructure throughout the city.

C. Fiscal Impact

The total CIP for 2026-2030 is \$813,121,479.

Project Costs

Department	Total 5-Year Costs
Airport	\$ 35,655,000
Engineering	115,380,629
Fire	7,308,750
Police	18,162,500
Public Works	566,400,000
Public Works Operations	400,000
Sanitary Sewer	11,000,000
Storm Sewer	16,217,000
Water	42,597,600
Total CIP	\$ 813,121,479

Project Funding

Funding Sources	
Federal Funds	\$ 167,584,598
State Funds	378,780,914
Local: Sales Tax	193,898,692
Local: Tax Levy	151,500
Local: Special Assessments	4,982,500
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	4,997,000
Local: Revenue Bonds	11,025,000
Other	51,701,275
Total CIP	\$ 813,121,479

VI. ALTERNATIVES

Alternative 1: Council could request additional changes to the CIP.



2026-2030

City of Minot

CAPITAL IMPROVEMENT PLAN

PREPARED BY THE CITY OF MINOT ENGINEERING DEPARTMENT

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Appendix G – Sanitary Sewer Worksheets

Appendix H – Storm Sewer Worksheets

Appendix I – Water Worksheets

Preface

A capital improvement plan is one of the most valuable documents a City can produce. It provides decision makers the data and information needed to make informed decisions regarding capital projects over the next 5 years.

The document will also assist the public, engineers and architects, developers, and others within the community to understand the City's direction for infrastructure planning and development.

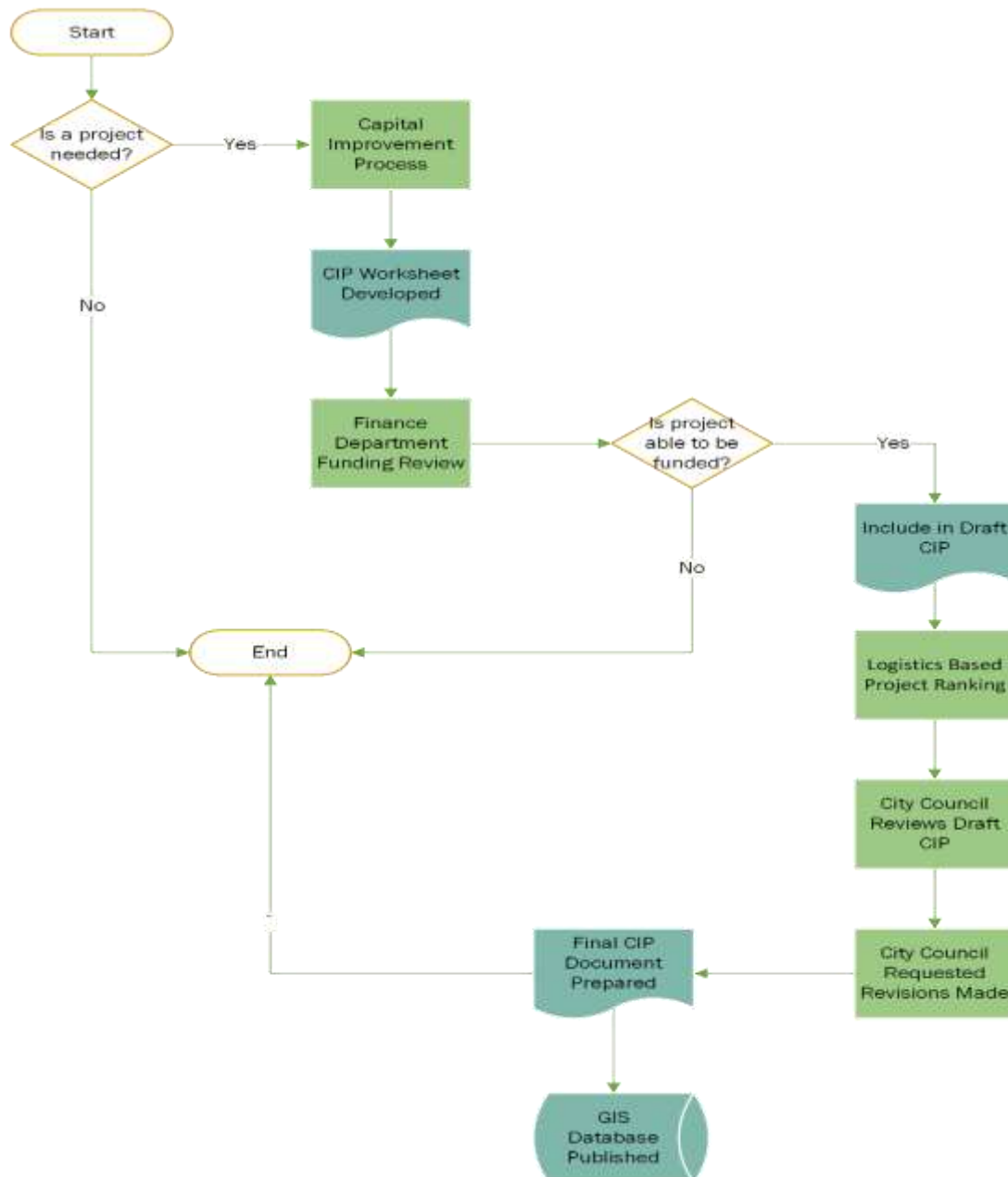
The highest skilled professionals in each department review projects to be brought forth using ranking criteria developed by the department. The ranking criteria are based on industry standards and professional judgement for the development of infrastructure projects.

Capital Improvement Plan Process

Each year, departments prepare plans and estimates for capital projects over a five-year horizon. As time progresses within the five-year window, estimates are refined as more data is known. Federal and State funding plays a significant role in the development of projects as most projects receive significant funding from those agencies.

Below is a process diagram showing the typical capital improvement plan (CIP) process:

Figure 1 CIP Process



If a CIP project is determined to be needed, the department submitting the project will begin by scoping the project. The department will use any reports or studies on file (if available), will gather any other data within the department's ability, and then use the data to develop a preliminary scope for the project.

Next, using best available data, a cost estimate is developed for the project. Best estimates are determined for engineering, construction, personnel, equipment, and long-term operation and maintenance.

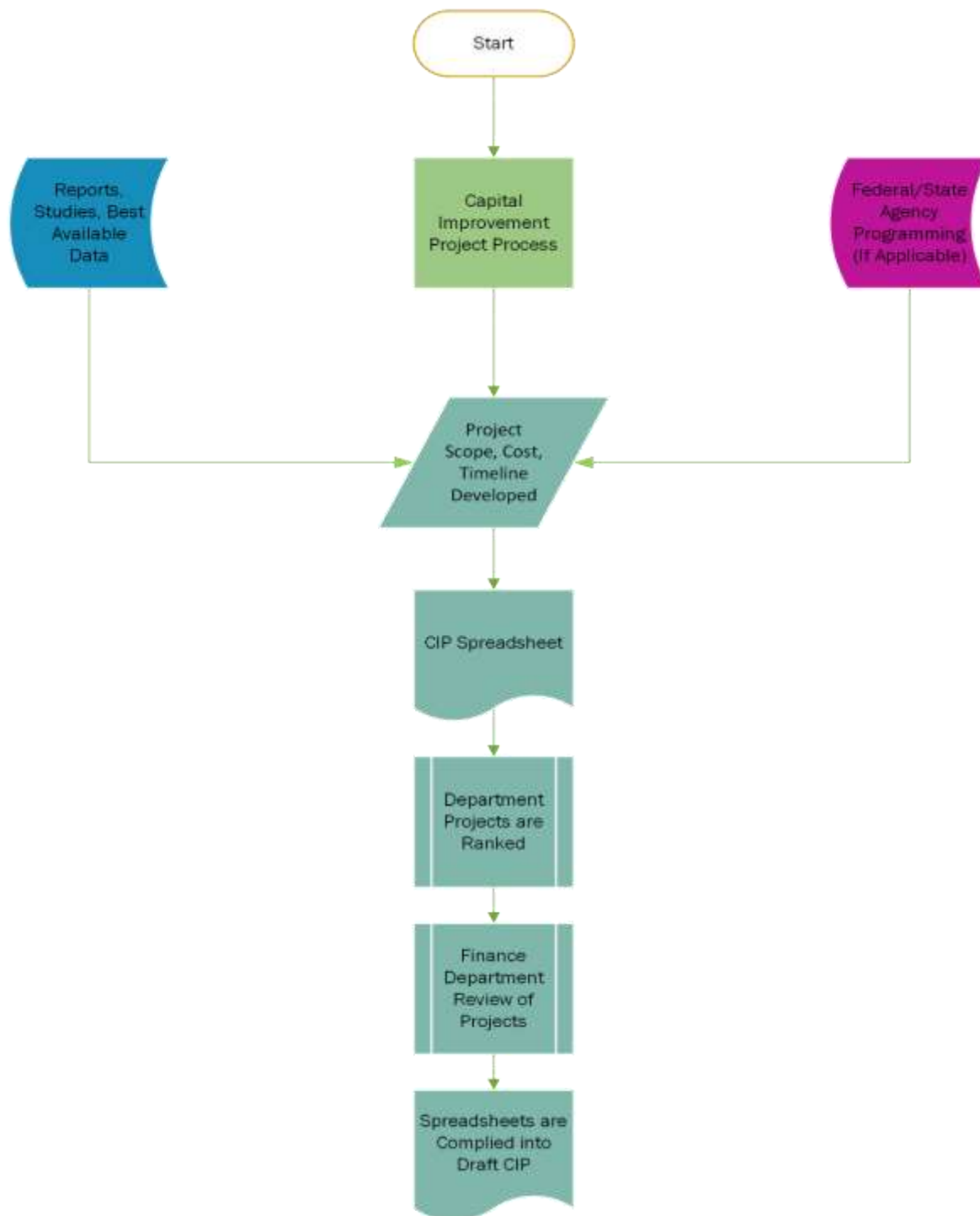
Because federal or state funding can play a significant role in determining project timing and cost shares, programming with these agencies starts early in the overall process. Approval of federal or state participation is generally sent to the City council for approval before a project is placed into the CIP. In instances where federal or state funding is anticipated, but not programmed, departments may place projects into the CIP with anticipated agency funding. In future years, the project is moved forward or backward when the funds are finally programmed.

Once the scope, estimated cost, and project timeframes are developed, the information is compiled into the City's CIP project spreadsheet. The spreadsheet is used to assemble the data for the project into one document that shows the above information in addition to a project map, ranking, and a list of questions that helps to describe the project.

Once the spreadsheets are completed, the finance department reviews the projects and the funding categories. Initial project requests may have funding accounts changed based on available resources. The project may also shift forward or backward in time based on other agency funding or local City funding availability.

The detailed spreadsheet process is shown below:

Figure 2 CIP Spreadsheet Process



Department Ranking Procedures

Each department submitting CIP projects, was tasked with developing criteria by which to rank each proposed project being submitted. By ranking the projects, the departments are able to prioritize the projects in an objective way based on industry standards and professional judgement.

Listed below are the ranking criteria used by each department:

Airport

1. Funding Eligibility (20):

- (10) Is the project eligible for AIP Funding from FAA?
 - AIP Projects typically receive 90% FAA funding
 - To be eligible, the project must be shown on the Airport Layout Plan (ALP) and Capital Improvement Plan (CIP)
- (5) Is the project eligible for State Funding?
 - AIP projects are typically eligible for 5% State funding
 - Non-AIP projects are typically funded 50/50 between State and Sponsor
- (5) Is there an opportunity for a PPP or a third-party developer willing to fund/invest in the project?

2. Facility Requirements (20):

- (10) Does the project meet a facility or operational need identified in the following airport documents: Master Plan Update, Wildlife Hazard Management Plan, and Stormwater Management Plan?
 - Improves pavement condition through rehab or reconstruction
 - Improves management of airport wildlife and stormwater
 - Improves or increases aircraft storage or tie-down space
 - Resolves non-compliance with FAA design standards
 - Resolves non-compliance with FAA Part 139 inspections
 - Increases or maintains operational capacity and efficiency
 - Larger aprons, better approach minimums, snow removal capability, etc.
- (10) Does the project replace existing infrastructure, nav aids, or equipment that has reached its useful life?

3. Safety and Security (20):

- (15) Does the project maintain or increase safety or security standards at the airport?
 - Terminal and landside considerations
 - Security system, parking lots and access roads
 - Airside and perimeter considerations
 - Fencing and gates, general aviation, museum
- (5) Do the added safety and security measures enhance airport/tenant operations and/or improve customer service at the airport?

4. Revenue Generation and Cost Reduction Capability (20)

- (15) Does the project enable airport administration to maintain or increase revenue generation and/or diversify revenue sources thereby improving the financial sustainability of the airport?
 - Maintains or improves existing revenue generation
 - Allows compatible aeronautical development/land use
 - Allows compatible non-aeronautical development/land use
- (5) Would the project improve in-house operational efficiency resulting in overall cost savings to the airport?

5. Constraints and Considerations (20):

- (10) Does the project present minimal constraints to implementation? Can these constraints be feasibly mitigated?
 - Environmental Impacts (wetlands, noise, SHPO, land use, etc.)
 - Operational Impacts (runway or taxiway closures, traffic detours, etc.)
- (10) Does the project consider future growth within the 20-year planning period?
 - Permits further development if needed
 - Offers flexibility from a development and operational standpoint

Engineering

1. Federal/State Funding Opportunity (20):

- (10) Does the project qualify for Federal/State funding?
- (10) Is Federal/State funding programmed?

- Current budget year – 10 pts
- One year out – 8 pts
- Two years out – 7 pts
- Three years out – 5 pts
- Four years out – 3 pts
- Five-year s out – 2 pts

2. Replacement of Critical Infrastructure (20):

- (20) Is the infrastructure past its typical design life?
 - Can technology upgrades be implemented?
 - Does the project serve a large population?

3. Safety Improvement (20):

- (20) Will the project increase safety of the public?
 - Is there a known safety issue?
 - Is infrastructure capacity causing safety issues?

4. Classification of the Roadway (20)

- (20) What is the functional classification of the roadway?
 - Primary, Secondary Arterial – 20 pts
 - Minor Arterial – 15 pts
 - Major Collector – 10 pts
 - Minor Collector – 10 pts
 - Local Roadway/Alley/Access Road/Other – 5 pts

5. Project Feasibility (20):

- (10) How feasible is the project to construct?
 - How complex will the design and permitting be?
 - Do existing right of way and easement exist?
 - Is a consultant needed?
- (10) Can the project be programmed with other infrastructure replacements or be phased to save costs, enhance functionality, shorten project timelines?

1. Master Plans (20 points):

Master plans include documents that have been prepared internally to assure consistent adherence to industry best practices, as well as those documents that have been created with the assistance of outside consultants. A component of master planning includes public discussion and/or citizen engagement. The score could be based on answers to the following questions:

- a. Is the proposed project contained in one more of the department's master plans?
- b. Is the proposed project listed as a high priority, or over time, has it become a high priority of staff or the City Council due to an expressed need?
- c. Has the proposed project been fully developed and defined in enough detail so that the specifics are known?
- d. Have adequate public discussion and an appropriate level of citizen engagement around the project transpired, and does there appear to be broad community support?

2. Regulatory Compliance (20 points):

This includes compliance with regulatory mandates such as Environmental Protection Agency (EPA) directives, the Americans with Disabilities Act (ADA) or other County, State and Federal laws. This also includes compliance with self-imposed City ordinances. The score could be based on answers to the following example questions:

- a. Does the project address a current regulatory mandate?
- b. Will the project proactively address a foreseeable (within the next 5 years) regulatory mandate?
- c. Does the project have a lasting impact on promoting regulatory compliance over the long term (more than 10 years)?

3. Infrastructure/Public Safety (20 points):

This item relates to infrastructure needs for the departments need as well as improves the overall safety of the community. Projects to address employee safety issues and to proactively manage risk, would also be included. The score could be based on answers to the following example questions:

- a. How would the proposed project impact the safety of Minot residents and/or employees and how widespread is that potential impact?
- b. Is the infrastructure project needed?

- c. Will the project address an existing facility that is outdated or has exceeded its useful life?
- d. What is the degree of seriousness of the safety issue that is being addressed through the proposed project?
- e. Does the project help assist the City to respond more effectively and efficiently to emergencies throughout the community?
- f. Is the project supported by a life cycle analysis of repair versus replacement?
- g. Does the project extend service to support/promote new growth?

4. Impact on Operational Budget (20 points):

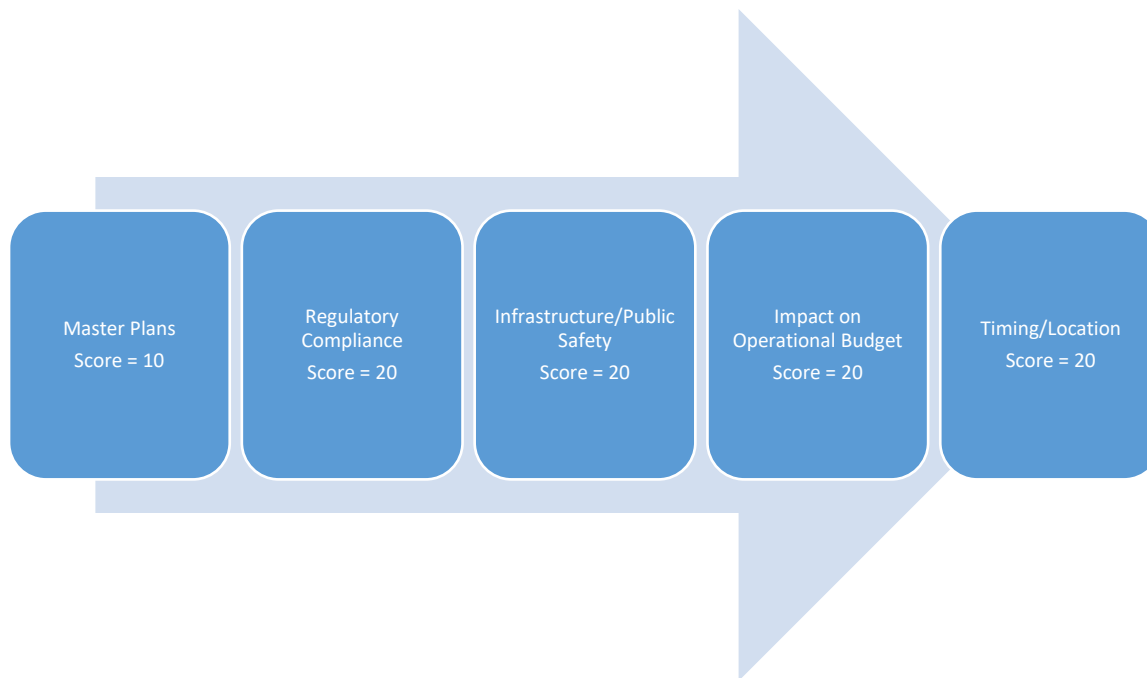
Some projects may affect the operating budget for the next few years or for the life of the facility. A new facility will need to be staffed and supplied, therefore having an impact on the operating budget for the life of the facility. Replacing a light with a more energy efficient model may actually decrease operational costs. The score could be based on the answers to the following questions:

- a. Will the project require additional personnel to operate?
- b. Will the project require additional annual maintenance?
- c. Will the project require additional equipment not included in the project budget?
- d. Will the project reduce staff time and City resources currently being devoted, and thus have a positive effect on the operational budget?
- e. Will the efficiency of the project save money?
- f. Will the project present a revenue generating opportunity?

5. Timing/Location (20 points):

The timing and location of the project is an important piece of a project. IF this project is not needed for many years, it would score low in this category. If the project is close in proximity to many other projects and/or if a project is urgent or many need to be completed before another one can be started, it would score high in this category. The score could be based on the answers to the following example questions:

- a. When is the project needed?
- b. Do other projects require this one to be completed first?
- c. Does this project require others to be completed first?
- d. Can this project be done in conjunction with other projects?
- e. Will it be more economical to build multiple projects together, thus reducing construction costs?
- f. Is this an existing facility at or near the end of its functional life?



Police

1. **Public Safety Infrastructure (30)**

- (10) Is there an impact on the employees?
 - Can minimal investments be made to correct concerns?
 - Do the corrections require major construction or investment?
- (10) Is there an impact on the public?
 - Are there privacy concerns for victims?
 - Is it convenient and easy to access?
- (10) Is the infrastructure designed for its intended use?
 - Are the mechanical systems outdated?
 - Do the current designs/functions meet industry standards?

2. **Regulatory Compliance (30)**

- (20) Will the project increase the safety of public/employees?
 - Are there known safety issues?

- Is the location or design causing a safety issue?
- (10) Is the project needed to address code compliance issues?

3. **Project Feasibility (20)**

- (10) How feasible is the project to construct?
 - Is there a location available?
 - Is a consultant needed?
 - Complexity of design and permitting?
- (10) Timing of project.
 - Will this project impact other departments?
 - Can project coincide with other needed infrastructure projects?

4. **Project Funding (20)**

- (10) Is there a funding source for the project?
- (10) Does the project qualify for Federal/State funding?

Public Works

1. **Health and Safety (20):**

- (20) Does the project address an immediate health or safety issue?
 - Flood control rehabilitation
 - Flood control construction
 - New facility needs
 - Environmental sustainability

2. **New Federal/State Guidelines or Requirements (20):**

- (20) Does the project solve or address new rules or regulations mandated by State or Federal agencies?
 - USACE, SWC, FEMA, or other agency requirements

3. **Capacity Constraints/Future Growth (20):**

- (20) Is the project needed to address current or future projected growth issues?
 - Lack of operational storage space
 - Landfill expansion needs

4. Federal/State Funding (20)

- (10) Does the project have State or Federal funds or do the funds have a time limitation on them for use?
- (10) Is Federal/State funding programmed?
 - Current budget year – 10 pts
 - One year out – 8 pts
 - Two years out – 7 pts
 - Three years out – 5 pts
 - Four years out – 3 pts
 - Five-year s out – 2 pts

5. Existing Operational Deficiencies (20):

- (10) Does the project address existing operations issues or deficiencies?
- (10) Does the project make operations more efficient?

Sanitary Sewer

1. Health and Safety (20):

- (20) Does the project address an immediate health or safety issue?
 - Lack of public sewer
 - Failing septic systems
 - Sanitary sewer overflows

2. New Federal/State Guidelines or Requirements (20):

- (20) Does the project solve or address new rules or regulations mandated by State or Federal agencies?
 - Effluent limit requirements
 - Detention time requirement
 - Nutrient removal requirements

- Lift station construction standards

3. Capacity Constraints/Future Growth (20):

- (20) Is the project needed to address current or future projected growth issues?
 - Is infrastructure needed to support a growth area identified in the comprehensive plan?
 - Does existing infrastructure have a capacity issue that needs to be resolved?
 - Is existing infrastructure at the end of its functional life?

4. Federal/State Funding (20)

- (10) Does the project have State or Federal funds or do the funds have a time limitation on them for use?
- (10) Is Federal/State funding programmed?
 - Current budget year – 10 pts
 - One year out – 8 pts
 - Two years out – 7 pts
 - Three years out – 5 pts
 - Four years out – 3 pts
 - Five-year s out – 2 pts

5. Existing Operational Deficiencies (20):

- (10) Does the project address existing operations issues or deficiencies?
 - Failing pipes or infrastructure
 - Record of sewer backups
- (10) Does the project make operations more efficient?

Storm Sewer

1. Severity of Flooding (20):

- (10) Does the flooding impact private property?
 - Impact to property access
 - Impact to vehicle damage
 - Impact to other utilities

- (10) Duration of Flooding
 - 0 to 30 minutes – 3 pts
 - 30 minutes to 1 hour – 5 pts
 - Over 1 hour – 10 pts

2. Development of the Project Area (20):

- (20) Is the area developed?
 - Type and density of development
 - Percentage of watershed development

3. Safety to the Public (20):

- (20) What are the safety impacts due to flooding?
 - Rapid velocity and high depth – 6 to 15 pts
 - Ponding only – 0 to 5 pts

4. Classification of the Roadway (20)

- (20) What is the functional classification of the roadway?
 - Primary, Secondary Arterial – 20 pts
 - Minor Arterial – 15 pts
 - Major Collector – 10 pts
 - Minor Collector – 10 pts
 - Local Roadway – 5 pts

5. Project Feasibility (20):

- (10) How feasible is the project to construct?
 - How complex will the design and permitting be?
 - Do existing right of way and easement exist?
- (10) How large are the anticipated special assessments to average properties
 - Will many large special assessments be anticipated?

Water

1. **Health and Safety (20):**

- (20) Does the project address an immediate health or safety issue?
 - Lack of public water
 - Failing or contaminated wells or water systems
 - Lack of available fire flow
 - Addressing water quality issues

2. **New Federal/State Guidelines or Requirements (20):**

- (20) Does the project solve or address new rules or regulations mandated by State or Federal agencies?
 - Drinking water standards
 - Federal project requirements

3. **Capacity Constraints/Future Growth (20):**

- (20) Is the project needed to address current or future projected growth issues?
 - Is infrastructure needed to support a growth area identified in the comprehensive plan?
 - Maintain existing water demands
 - Does existing infrastructure have capacity issues that need to be resolved?
 - Are fire flows, pressures, flow rates adequate?
 - Is existing infrastructure at the end of its functional life?

4. **Federal/State Funding (20)**

- (10) Does the project have State or Federal funds or do the funds have a time limitation on them for use?
- (10) Is Federal/State funding programmed?
 - Current budget year – 10 pts
 - One year out – 8 pts
 - Two years out – 7 pts
 - Three years out – 5 pts

- Four years out – 3 pts
- Five-year s out – 2 pts

5. Existing Operational Deficiencies (20):

- (10) Does the project address existing operations issues or deficiencies?
 - Frequency of watermain breaks
- (10) Does the project make operations more efficient?
 - Does the project coincide with other adjacent projects

Department Summaries

As each department submits projects into the CIP, the projects are scheduled into the five-year program after costs and funding categories are determined. Below are the summary tables for each department. There are four tables for each department. The first table includes a list of projects with the priority, score, start/finish years, and total five-year cost. The second table displays the projects and costs by year. The third table displays the funding source breakdown for the department's five-year program. The final table shows the funding sources by year.

Airport

The airport is planning several major projects over the next five-years. These include rehabilitating Runway 8-26/Taxiway Bravo pavements, T-Hangar replacement, and Taxiway A, D and F reconstructions.

Table 1 Airport Project List

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Crack Seal & Painting	A-1	0	90	2026	2026	75,000
GA Access Road Rehab & Reconstruct - Phase II	A-2	0	90	2026	2026	600,000
RW 8-26, TW B Phase I & II	A-3	0	90	2025	2026	13,350,000
SRE Replacement - Broom Truck	A-4	0	95	2026	2026	800,000
Terminal Roadway Improvements - Phase II (Design	A-5	0	85	2026	2026	800,000
Terminal Security Door Repairs	A-6	0	85	2026	2026	180,000
T-Hangar Replacement	A-7	0	90	2026	2026	1,800,000
Crack Seal & Painting	A-8	0	90	2027	2027	75,000
Mower Attachment	A-9	0	95	2027	2027	75,000
RW 8-26, TW B Phase III	A-10	0	90	2027	2027	2,500,000
SRE Replacement - Small Loader w/ Blower	A-11	0	95	2027	2027	500,000
Master Plan/ALP Update	A-12	0	95	2028	2028	800,000
Taxiway A Reconstruction	A-13	0	90	2028	2028	600,000
Taxiway D Reconstruction & Widening	A-14	0	90	2028	2028	6,200,000
Taxiway F Reconstruction	A-15	0	90	2028	2028	200,000
Wildlife Hazard Management Plan (WHMP) Update	A-16	0	95	2028	2028	100,000
Taxiway A Reconstruction	A-17	0	90	2029	2029	600,000
Taxiway D Reconstruction & Widening	A-18	0	90	2029	2029	6,200,000
Taxiway F Reconstruction	A-19	0	90	2030	2030	200,000
Department Total						<u>\$ 35,655,000</u>

Table 2 Airport Project List by Year

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Crack Seal & Painting	A-1	\$ 75,000	\$ -	\$ -	\$ -	\$ -
GA Access Road Rehab & Reconstruct - Phase II	A-2	600,000	-	-	-	-
RW 8-26, TW B Phase I & II	A-3	13,350,000	-	-	-	-
SRE Replacement - Broom Truck	A-4	800,000	-	-	-	-
Terminal Roadway Improvements - Phase II (Design	A-5	800,000	-	-	-	-
Terminal Security Door Repairs	A-6	180,000	-	-	-	-
T-Hangar Replacement	A-7	1,800,000	-	-	-	-
Crack Seal & Painting	A-8	-	75,000	-	-	-
Mower Attachment	A-9	-	75,000	-	-	-
RW 8-26, TW B Phase III	A-10	-	2,500,000	-	-	-
SRE Replacement - Small Loader w/ Blower	A-11	-	500,000	-	-	-
Master Plan/ALP Update	A-12	-	-	800,000	-	-
Taxiway A Reconstruction	A-13	-	-	600,000	-	-
Taxiway D Reconstruction & Widening	A-14	-	-	6,200,000	-	-
Taxiway F Reconstruction	A-15	-	-	200,000	-	-
Wildlife Hazard Management Plan (WHMP) Update	A-16	-	-	100,000	-	-
Taxiway A Reconstruction	A-17	-	-	-	600,000	-
Taxiway D Reconstruction & Widening	A-18	-	-	-	6,200,000	-
Taxiway F Reconstruction	A-19	-	-	-	-	200,000
Department Total		<u>\$ 17,605,000</u>	<u>\$ 3,150,000</u>	<u>\$ 7,900,000</u>	<u>\$ 6,800,000</u>	<u>\$ 200,000</u>

Table 3 Airport Project Funding Sources

Funding Sources:	
Federal Funds	\$ 30,583,500
State Funds	2,480,750
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	25,000
Other (Airport Reserves)	2,565,750
Department Total	<u>\$ 35,655,000</u>

Table 4 Airport Project Funding Sources by Year

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ 16,333,500	\$ 2,700,000	\$ 6,180,000	\$ 5,190,000	\$ 180,000
State Funds	550,750	255,000	860,000	805,000	10,000
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	25,000	-	-	-
Other (Airport Reserves)	720,750	170,000	860,000	805,000	10,000
Department Total	<u>\$ 17,605,000</u>	<u>\$ 3,150,000</u>	<u>\$ 7,900,000</u>	<u>\$ 6,800,000</u>	<u>\$ 200,000</u>

Figure 3 Airport Funding Sources

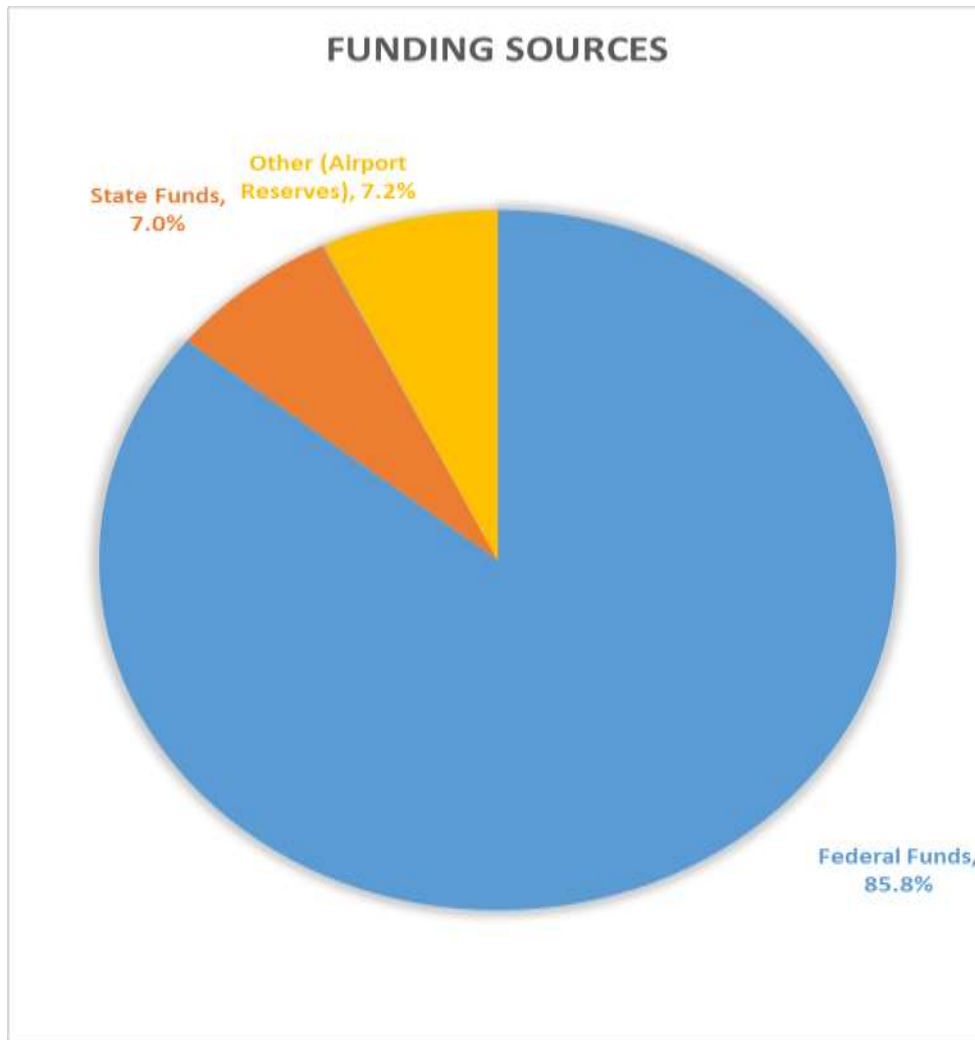
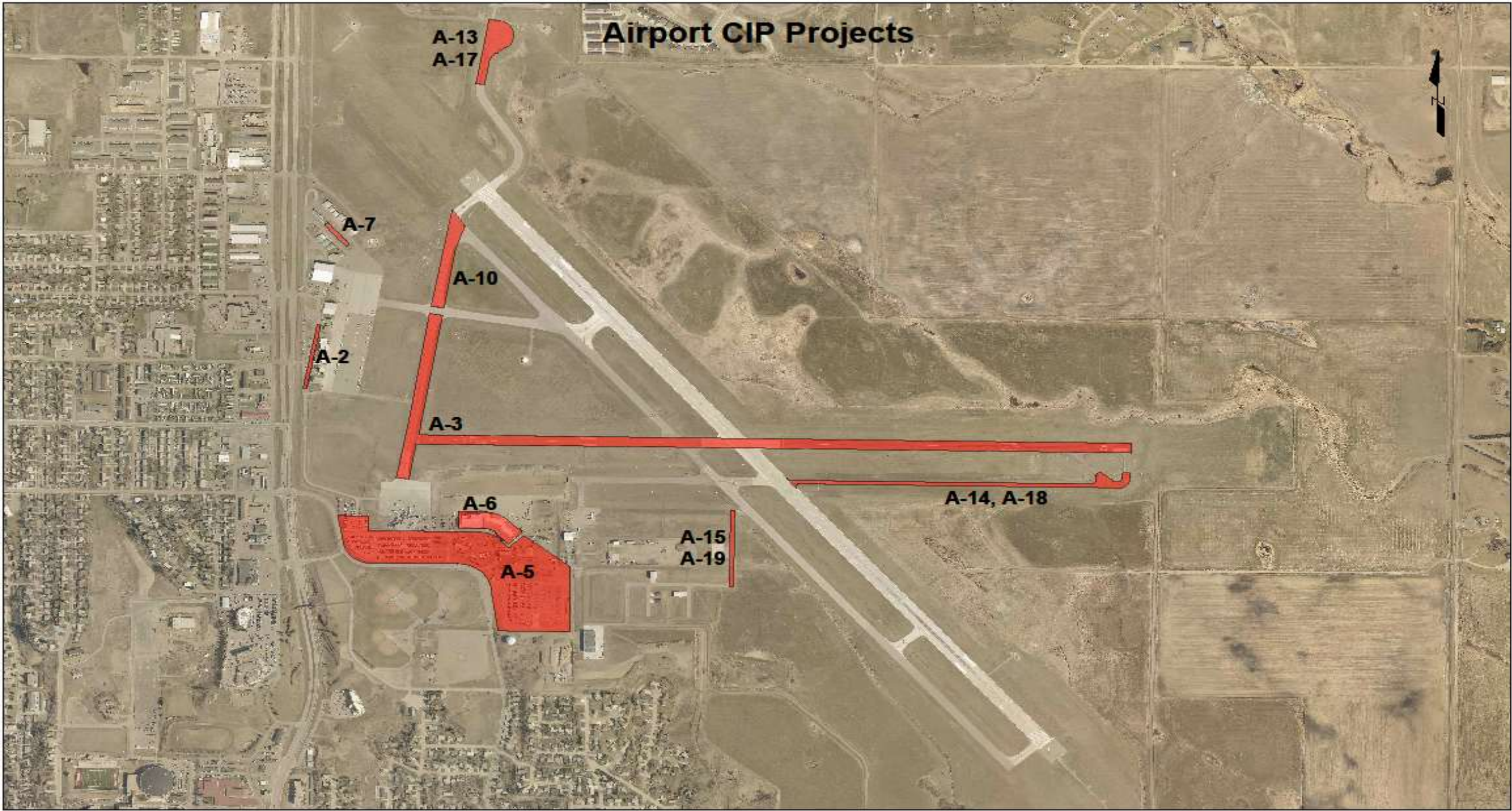


Figure 4 Airport CIP Project Map



Engineering

The engineering department has several major projects scheduled over the next five-years.

Several traffic signals will receive equipment upgrades over the next five years.

Several safety projects are programmed including Lewis & Clark, and Bel Air Elementary Safe Routes to School projects, two highway safety improvement projects that will be focused on traffic signal improvements in 2026 and traffic speed reductions in 2028.

Several major street reconstructions are planned in the next five years including 16th Street SW Reconstruction and 16th St Interchange, 3rd Street SE, South Broadway, and 11th Avenue SW (included in the Storm Sewer Capital Program).

In 2026, the 16th St Interchange will have a bridge deck overlay and major rehabilitation of all pavement. In addition, the traffic signals will also be replaced.

In 2027, 3rd St NE to 2nd Avenue SE through downtown is scheduled for a reconstruction. This will also include one block of Central Avenue east of 3rd St.

Also in 2029, Phase 2 of 3rd Street Reconstruction will take place from 2nd Avenue SE to 5th Avenue SE.

In 2028 Phase 2 of the 16th Street Reconstruction will take place from Burdick Expressway to 2nd Avenue SW.

Last in 2030, the city is anticipating the reconstruction of South Broadway from the south city limits to 19th Avenue SW. This project will likely be broken up into multiple phases over multiple years, but since the project has not been programmed by the NDDOT the city is assuming all the work in 2030. Also listed in 2030 is the Anne St Bridge replacement. Council has requested this project stay in the CIP, but be funded with 100% federal funds. Staff have not found a grant that will fulfill that request.

Table 5 Engineering Project List

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Traffic Signal Highway Safety Improvement	E-1	1	95	2026	2026	\$ 1,608,603
16th St SW Interchange Rehabilitation	E-2	2	90	2026	2027	7,330,000
Traffic Signal Replacements	E-3	3	88	2025	2029	4,353,000
2028 Highway Safety Improvement	E-4	4	86	2028	2028	83,600
16th St SW Reconstruction Phase 2	E-5	5	84	2026	2028	12,876,400
3rd St Bridge Replacement	E-6	6	83	2026	2026	1,500,000
Broadway ADA Ramp Improvements	E-7	7	83	2028	2028	880,000
South Broadway Reconstruction	E-8	8	83	2030	2030	45,473,026
11th Avenue SE Sidewalk	E-9	9	80	2028	2029	1,038,000
16th Avenue SE Sidewalk	E-10	10	80	2027	2028	359,000
North Broadway Airport Street Lighting District	E-11	11	80	2028	2029	350,000
3rd St E and Central Ave Reconstruction	E-12	12	79	2027	2029	21,860,000
Lewis & Clark/Bel Air SRTS	E-13	13	76	2025	2026	1,816,000
21st Avenue NW Sidewalk Phase 1	E-14	14	75	2025	2026	392,000
Hiawatha Street Slope Stability	E-15	15	63	2028	2029	2,559,000
Street Light Feed Point Replacement	E-16	16	63	2025	2030	300,000
Anne Street Bridge	E-17	17	62	2027	2030	8,450,000
Eastwood Park Bridge Rehabilitation	E-18	18	59	2026	2028	760,000
Street Light LED Conversion	E-19	19	56	2025	2030	625,000
17th and 18th Ave SE Extensions	E-20	20	49	2029	2030	1,010,000
City Hall Site Improvements	E-21	21	48	2028	2029	1,118,000
2nd Avenue and Main Street Pocket Park	E-22	22	45	2029	2030	639,000
Department Total						\$ 115,380,629

Table 6 Engineering Project List by Year

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Traffic Signal Highway Safety Improvement	E-1	\$ 1,608,603	\$ -	\$ -	\$ -	\$ -
16th St SW Interchange Rehabilitation	E-2	7,000,000	330,000	-	-	-
Traffic Signal Replacements	E-3	805,000	841,000	867,000	898,000	942,000
2028 Highway Safety Improvement	E-4	-	-	83,600	-	-
16th St SW Reconstruction Phase 2	E-5	2,000,000	-	10,876,400	-	-
3rd St Bridge Replacement	E-6	1,500,000	-	-	-	-
Broadway ADA Ramp Improvements	E-7	-	-	880,000	-	-
South Broadway Reconstruction	E-8	-	-	-	-	45,473,026
11th Avenue SE Sidewalk	E-9	-	-	118,000	920,000	-
16th Avenue SE Sidewalk	E-10	-	41,000	318,000	-	-
North Broadway Airport Street Lighting District	E-11	-	-	40,000	310,000	-
3rd St E and Central Ave Reconstruction	E-12	-	11,548,000	-	10,312,000	-
Lewis & Clark/Bel Air SRTS	E-13	1,816,000	-	-	-	-
21st Avenue NW Sidewalk Phase 1	E-14	392,000	-	-	-	-
Hiawatha Street Slope Stability	E-15	-	-	738,000	1,821,000	-
Street Light Feed Point Replacement	E-16	50,000	55,000	60,000	65,000	70,000
Anne Street Bridge	E-17	-	950,000	-	-	7,500,000
Eastwood Park Bridge Rehabilitation	E-18	100,000	-	660,000	-	-
Street Light LED Conversion	E-19	125,000	125,000	125,000	125,000	125,000
17th and 18th Ave SE Extensions	E-20	-	-	-	110,000	900,000
City Hall Site Improvements	E-21	-	-	145,000	973,000	-
2nd Avenue and Main Street Pocket Park	E-22	-	-	-	73,000	566,000
Department Total		\$ 15,396,603	\$ 13,890,000	\$ 14,911,000	\$ 15,607,000	\$ 55,576,026

Table 7 Engineering Project Funding Sources

Funding Sources:	
Federal Funds	\$ 69,141,098
State Funds	22,247,964
Local: Sales Tax	12,104,067
Local: Tax Levy	-
Local: Special Assessments	1,237,500
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	10,650,000
Department Total	\$ 115,380,629

Table 8 Engineering Project Funding Sources by Year

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ 7,408,906	\$ 5,825,000	\$ 6,251,550	\$ 4,600,000	\$ 45,055,642
State Funds	2,400,000	4,874,000	2,826,580	6,430,000	5,717,384
Local: Sales Tax	5,587,697	1,117,000	1,532,870	2,163,500	1,703,000
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	337,500	900,000
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	-	2,074,000	4,300,000	2,076,000	2,200,000
Department Total	\$ 15,396,603	\$ 13,890,000	\$ 14,911,000	\$ 15,607,000	\$ 55,576,026

Figure 5 Engineering Funding Sources

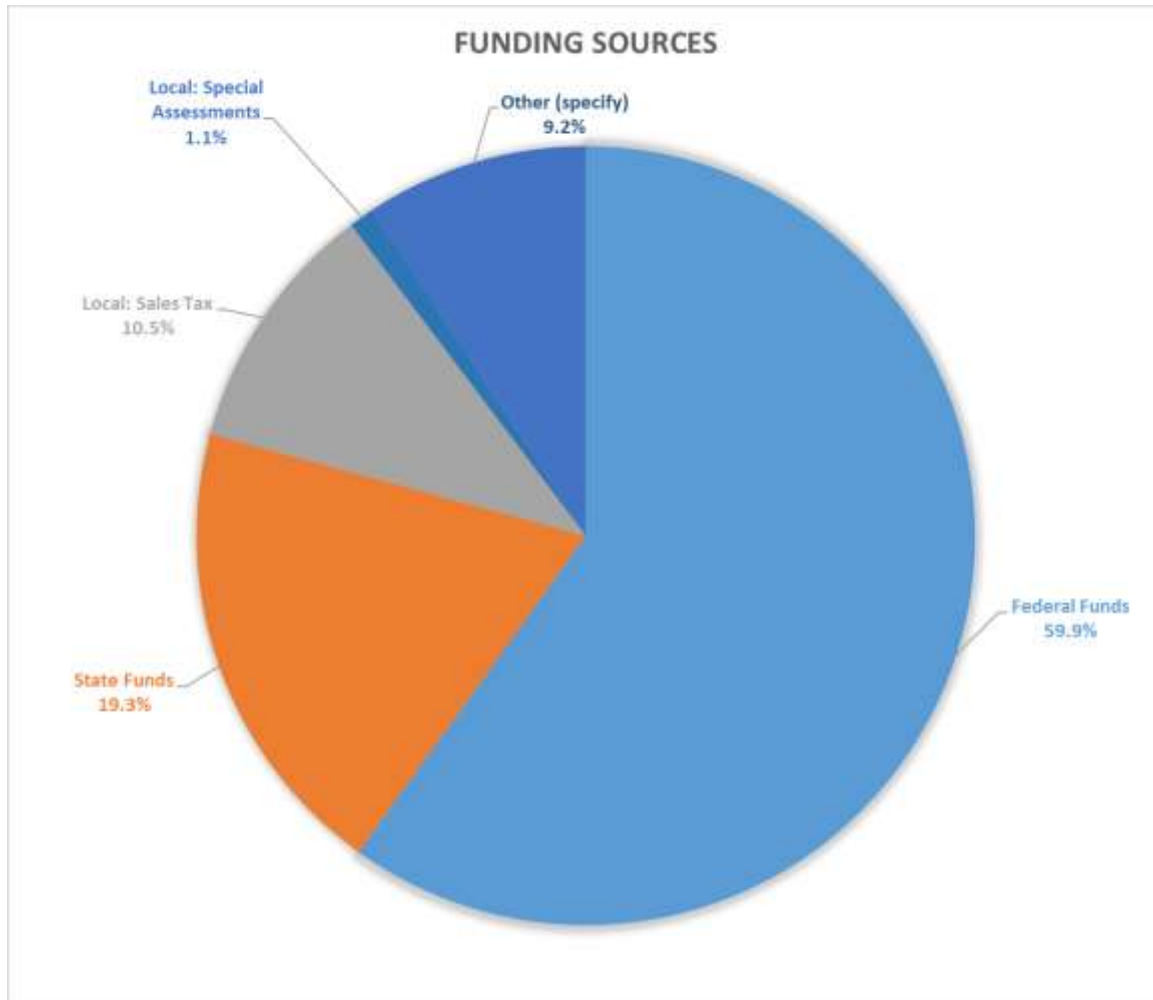
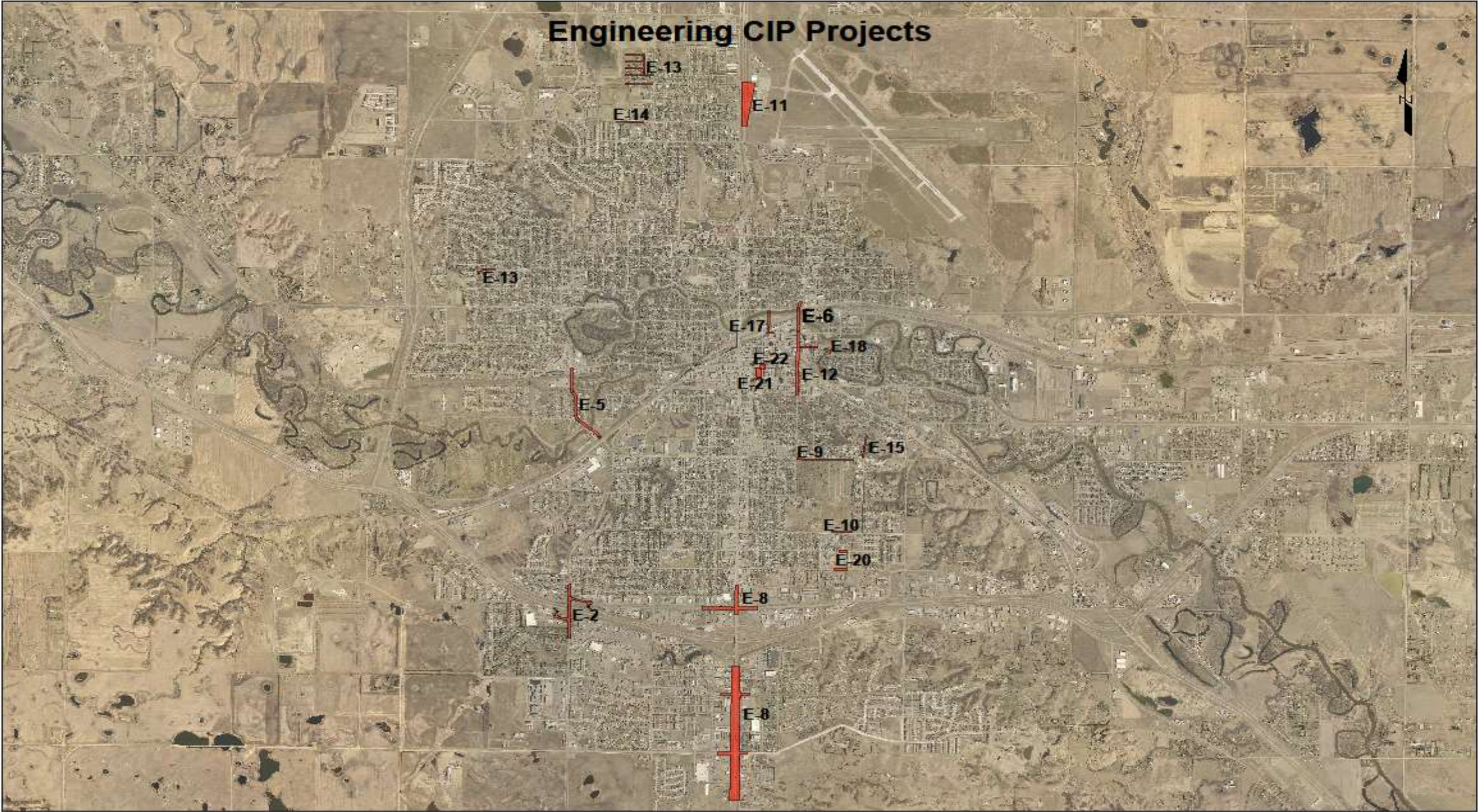


Figure 6 Engineering CIP Project Map



Fire

The fire department is working on four building projects within the five-year CIP. The primary project involves relocating Station 1 further into southwest Minot to serve a greater area of the city with improved response times. The proposed project will be phased over several years with land acquisition starting in 2026.

Projects at Station 3 and 4 are bedroom upfits and additions respectively and depend on council's approval of the fire department's staffing plan.

Table 9 Fire Project List

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Station 1 Relocation Land	F-1	1	81	2026	2028	6,375,000
Station 4 bedroom upfit	F-2	1	81	2027	2027	20,000
Station 3 bedroom addition	F-3	1	81	2027	2028	\$ 107,500
Training Classroom	F-4	1	67	2028	2029	806,250
Department Total						<u>\$ 7,308,750</u>

Table 10 Fire Project List by Year

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Station 1 Relocation Land	F-1	\$ 1,000,000	\$ -	\$ 281,250	\$ 5,093,750	\$ -
Station 4 bedroom upfit	F-2	-	20,000	-	-	-
Station 3 bedroom addition	F-3	-	6,375	101,125	-	-
Training Classroom	F-4	-	-	42,188	764,063	-
Department Total		<u>\$ 1,000,000</u>	<u>\$ 26,375</u>	<u>\$ 424,563</u>	<u>\$ 5,857,813</u>	<u>\$ -</u>

Table 11 Fire Project Funding Sources

Funding Sources:	
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	6,905,625
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	403,125
Department Total	<u>\$ 7,308,750</u>

Table 12 Fire Project Funding Sources by Year

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	-	-	-	-
Local: Sales Tax	1,000,000	26,375	403,469	5,475,781	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	-	-	21,094	382,031	-
Department Total	<u>\$ 1,000,000</u>	<u>\$ 26,375</u>	<u>\$ 424,563</u>	<u>\$ 5,857,812</u>	<u>\$ -</u>

Figure 7 Fire Funding Sources

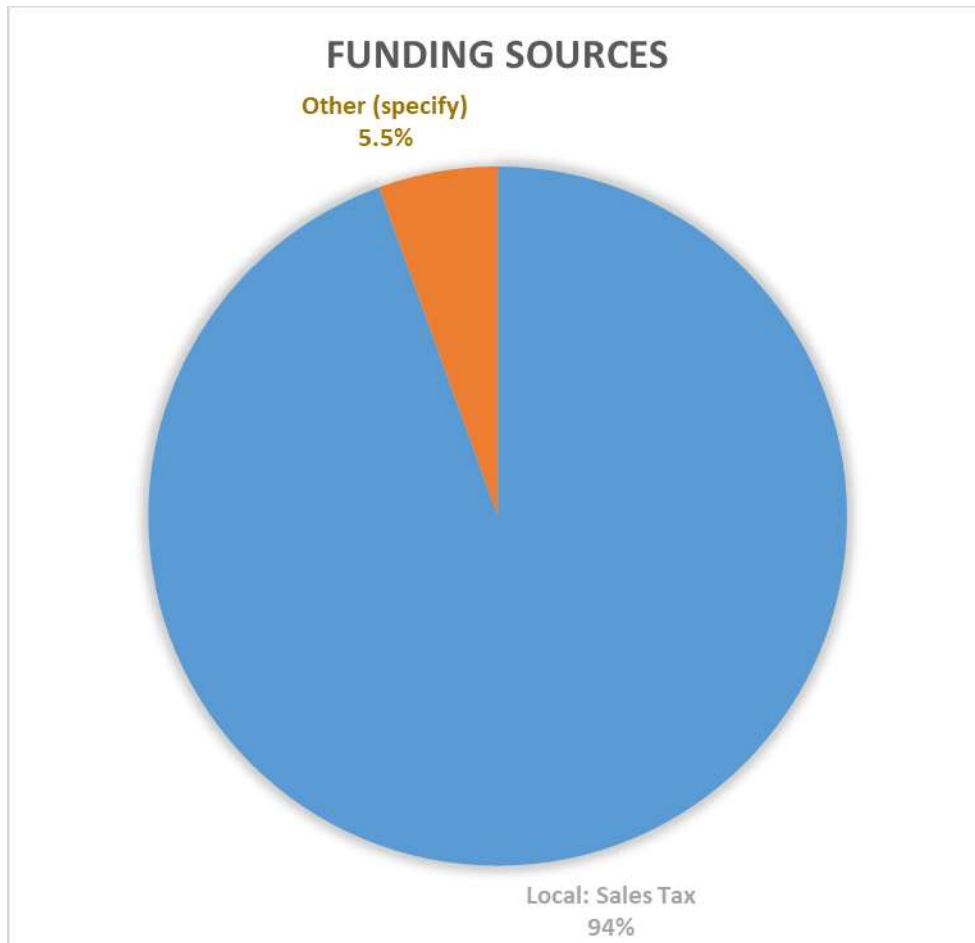


Figure 8 Fire CIP Project Map



Police

The police department has one project in the CIP which is to remodel the existing police station. The project's size, scope, and timing are currently being discussed by the council. At the Council CIP Workshop which was held in April 2025, council requested that a reduced scope be developed for this project. Staff is estimating the remodel expenses similar to that of city hall. At this time, an architect needs to be hired to assist in further project development.

Table 13 Police Project List

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Police Department Facility	PD-1	1	75	2026	2029	18,162,500
Department Total						\$ 18,162,500

Table 14 Police Project List by Year

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Police Department Facility	PD-1	\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500
Department Total		\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500

Table 15 Police Project Funding Sources

Funding Sources:	
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	151,500
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	18,011,000
Department Total	\$ 18,162,500

Table 16 Police Project Funding Sources by Year

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	-	-	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	75,000	76,500
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	786,000	-	17,225,000	-	-
Department Total	\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500

Figure 9 Police Funding Sources

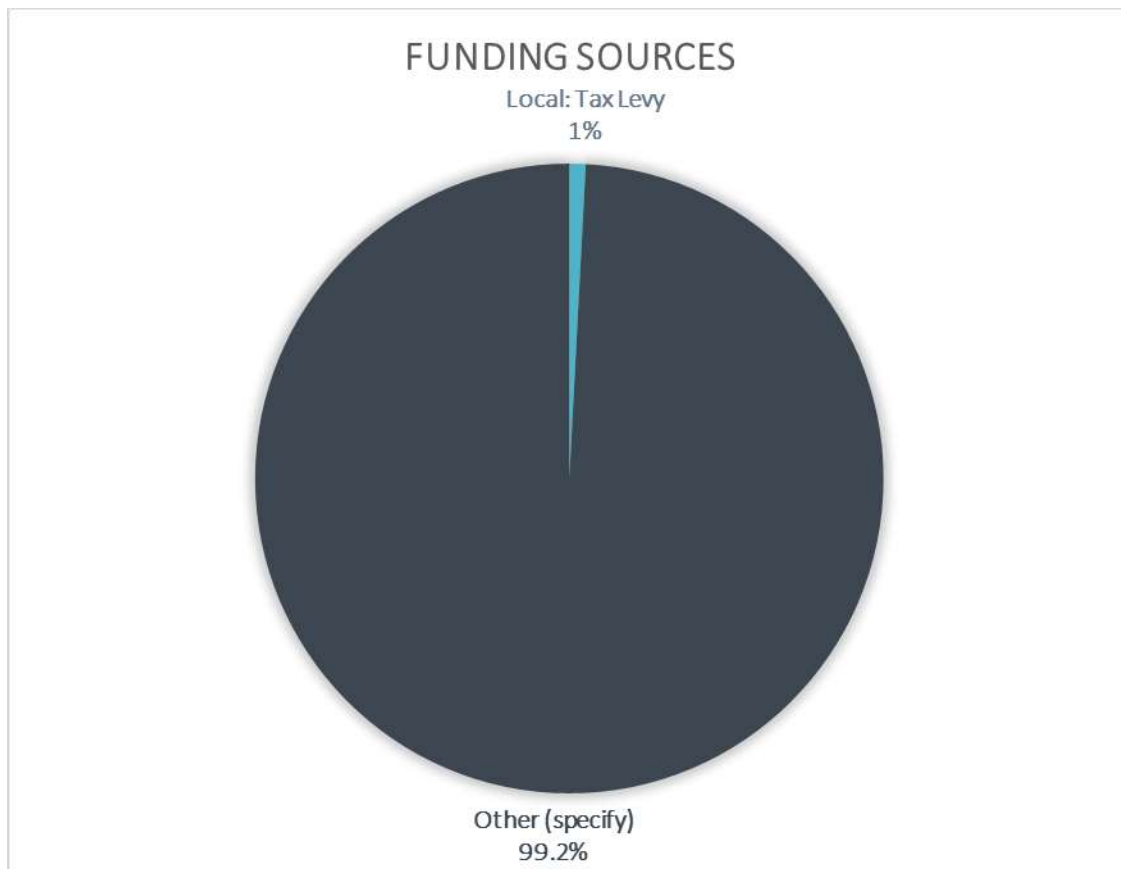


Figure 10 Police CIP Project Map



Public Works Operations

The public work operations department has one project in the CIP to replace the fuel farm at the public works complex. The cost will be allocated over four years.

Table 17 Public Works Operations Project List

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Fuel Farm	PWO-1	1	32	2026	2029	400,000
Department Total						\$ 400,000

Table 18 Public Works Operations Project List by Year

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Fuel Farm	PWO-1	100,000	100,000	100,000	100,000	-
Department Total		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -

Table 19 Public Works Operations Project Funding Sources

Funding Sources:	
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	400,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other	-
Department Total	\$ 400,000

Table 20 Public Works Operations Project Funding Sources by Year

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	-	-	-	-
Local: Sales Tax	100,000	100,000	100,000	100,000	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other	-	-	-	-	-
Department Total	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -

Figure 11 Public Works Operations Funding Sources

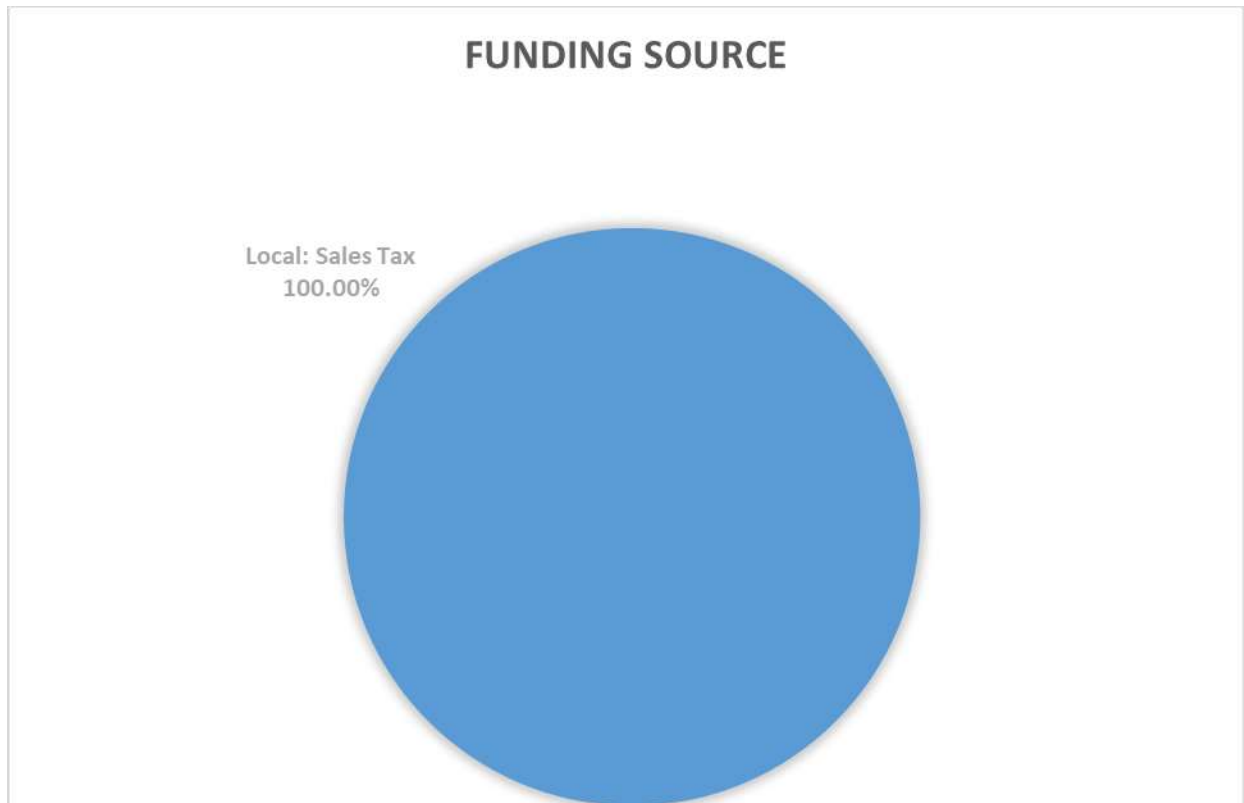


Figure 12 Public Works Operations CIP Project Map



Public Works Utilities

The public works utility department's five-year program is all flood control related projects. The water, sanitary sewer, and storm sewer departments are kept separate due to their funding categories.

Mouse River Enhanced Flood Protection Project (MREFPP) Phases 1, 2, 3, and 5 are complete. MI-6 and 7 are currently under construction. MI-4 will begin construction in 2026. The flood control project with its multiple phases is the largest expenditure in the CIP.

Table 21 Public Works Utilities Project List

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Maple Diversion MI-4C	PW-1	1	100	2025	2030	104,400,000
Library & Police Station Floodproofing - MI-4D	PW-2	2	100	2026	2028	23,100,000
3rd Street Floodwall MI-1B	PW-3	3	100	2026	2028	15,800,000
Downtown Levee MI-6C	PW-4	4	100	2025	2027	9,000,000
Roosevelt Park Zoo Relocation MI-7E	PW-5	5	100	2025	2027	9,300,000
Burdick Bridge, West Valer Road Levee MI-8/9	PW-6	6	100	2025	2029	77,100,000
Fairgrounds Levee MI-10	PW-7	7	100	2026	2029	61,000,000
North Roosevelt Park Levee MI-11	PW-8	8	100	2026	2029	14,600,000
East Burdick Levee MI-12	PW-9	9	100	2026	2029	16,600,000
Trinity Levee MI-13	PW-10	10	100	2026	2029	25,500,000
27th Street Diversion MI-14	PW-11	11	100	2026	2030	147,100,000
Livingston Coulee Bypass MI-15	PW-12	12	100	2026	2028	59,800,000
River Oaks Acquisitions MI-16	PW-13	13	100	2026	2026	3,100,000
Department Total						\$ 566,400,000

Table 22 Public Works Utilities Project List by Year

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Maple Diversion MI-4C	PW-1	12,100,000	20,800,000	26,800,000	27,600,000	17,100,000
Library & Police Station Floodproofing - MI-4D	PW-2	7,900,000	13,900,000	1,300,000	-	-
3rd Street Floodwall MI-1B	PW-3	9,000,000	5,900,000	900,000	-	-
Downtown Levee MI-6C	PW-4	7,300,000	1,700,000	-	-	-
Roosevelt Park Zoo Relocation MI-7E	PW-5	7,200,000	2,100,000	-	-	-
Burdick Bridge, West Valer Road Levee MI-8/9	PW-6	15,700,000	36,300,000	20,800,000	4,300,000	-
Fairgrounds Levee MI-10	PW-7	5,600,000	22,300,000	23,000,000	10,100,000	-
North Roosevelt Park Levee MI-11	PW-8	700,000	6,800,000	6,300,000	800,000	-
East Burdick Levee MI-12	PW-9	800,000	7,800,000	7,100,000	900,000	-
Trinity Levee MI-13	PW-10	1,300,000	11,900,000	10,900,000	1,400,000	-
27th Street Diversion MI-14	PW-11	12,500,000	24,100,000	41,400,000	42,700,000	26,400,000
Livingston Coulee Bypass MI-15	PW-12	6,100,000	40,800,000	12,900,000	-	-
River Oaks Acquisitions MI-16	PW-13	3,100,000	-	-	-	-
Department Total		\$ 89,300,000	\$ 194,400,000	\$ 151,400,000	\$ 87,800,000	\$ 43,500,000

Table 23 Public Works Utilities Funding Sources

Funding Sources:	
Federal Funds	\$ 67,860,000
State Funds	324,051,000
Local: Sales Tax	174,489,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other	-
Department Total	\$ 566,400,000

Table 24 Public Works Utilities Funding Sources by Year

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ 7,865,000	\$ 13,520,000	\$ 17,420,000	\$ 17,940,000	\$ 11,115,000
State Funds	52,932,750	117,572,000	87,087,000	45,409,000	21,050,250
Local: Sales Tax	28,502,250	63,308,000	46,893,000	24,451,000	11,334,750
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other	-	-	-	-	-
Department Total	\$ 89,300,000	\$ 194,400,000	\$ 151,400,000	\$ 87,800,000	\$ 43,500,000

Figure 13 Public Works Utilities Funding Sources

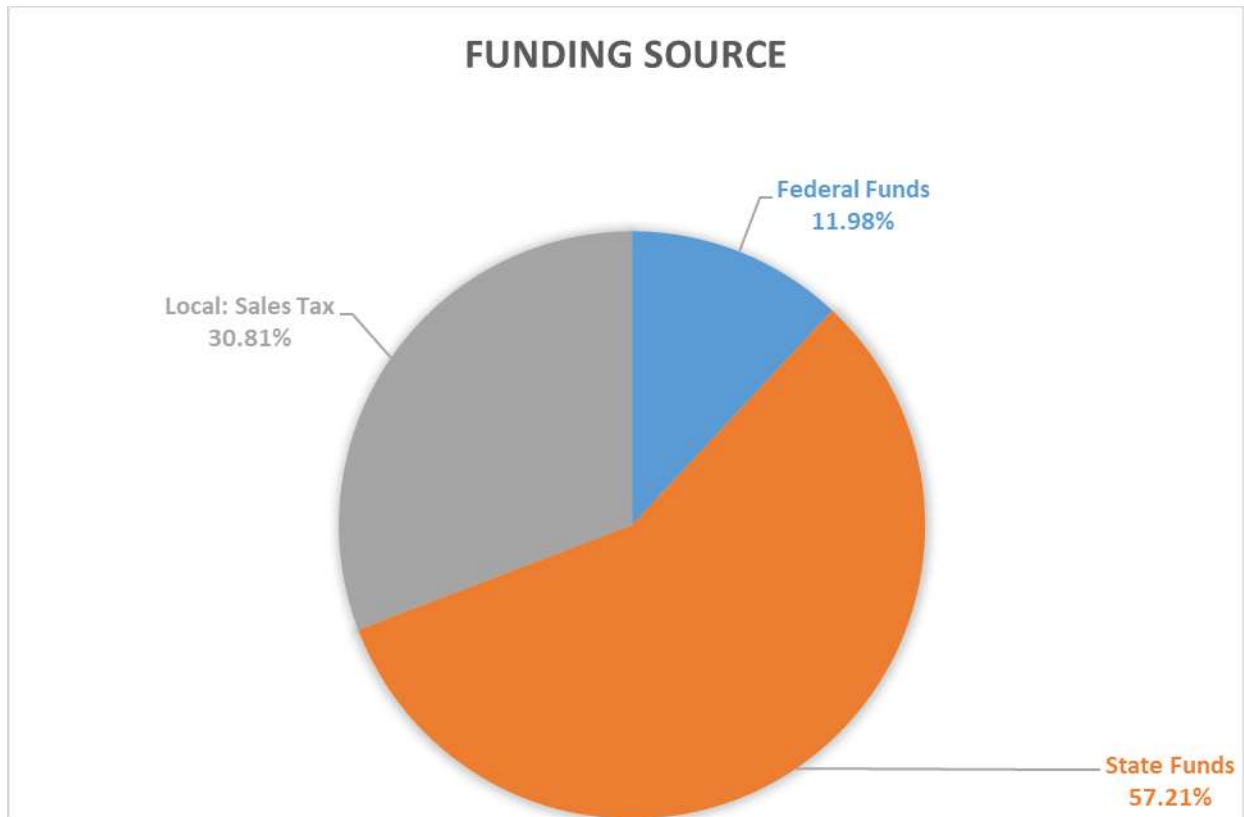
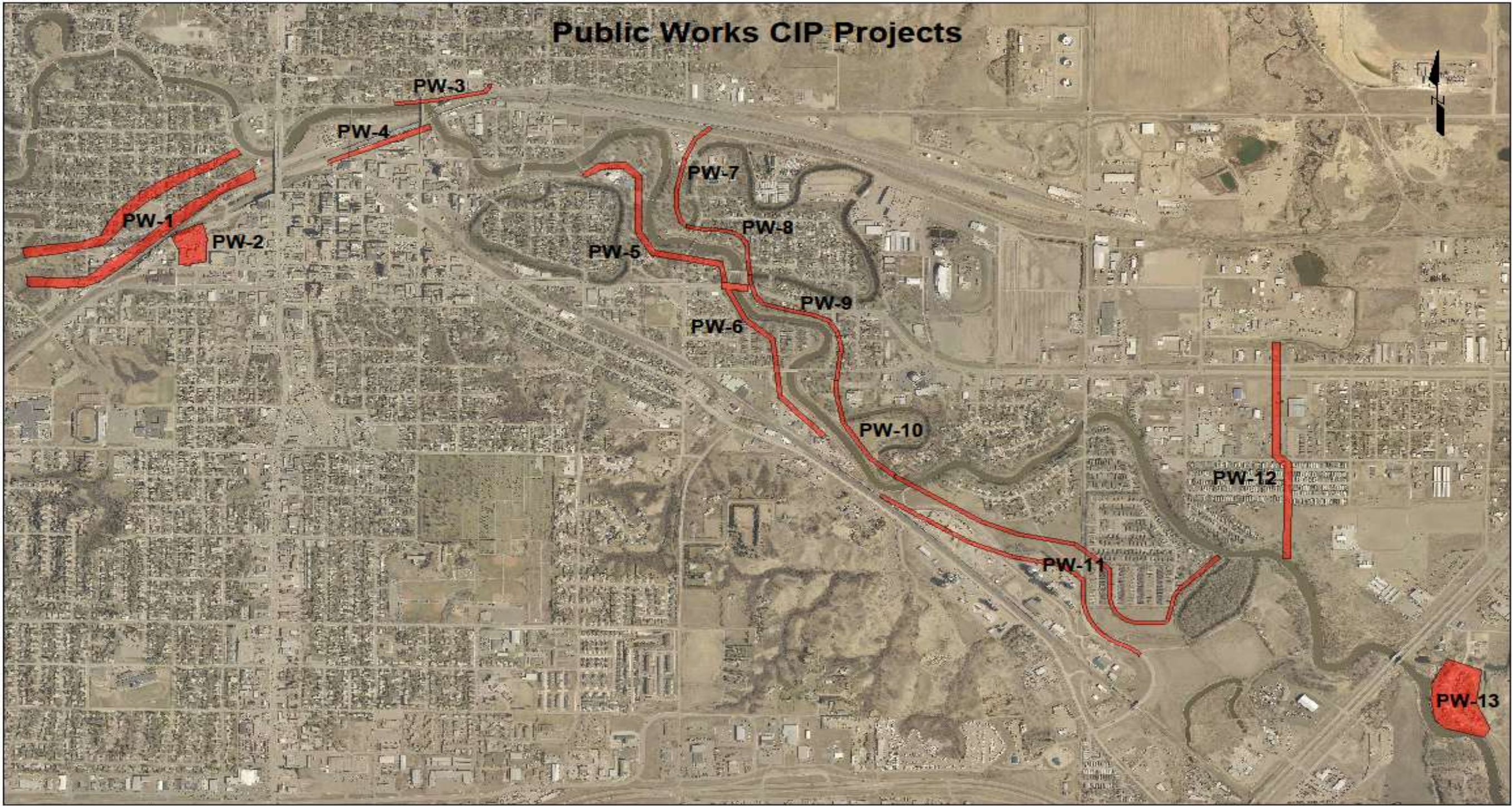


Figure 14 Public Works Utilities CIP Project Map



Sanitary Sewer

Over the past decade, almost \$100 million of new trunk sanitary sewer improvements have been completed to serve the Minot area. Major trunk lines and lift stations have the capacity to last generations, just like the last major series of improvements built in the 1960s.

The need for a mechanical wastewater treatment plant is a population trigger and/or effluent limit trigger. Design for the plant would begin in 2030 with construction taking place sometime after. The project is placed in the CIP as a potential project. Only the engineering cost is shown at this time. Construction is estimated at over \$100 million.

Table 25 Sanitary Sewer Project List

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Wastewater Treatment Facility	SS-1	1	68	2030	2030	11,000,000
Department Total						\$ 11,000,000

Table 26 Sanitary Sewer Project List by Year

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Wastewater Treatment Facility	SS-1	-	-	-	-	11,000,000
Department Total		\$ -	\$ -	\$ -	\$ -	\$ 11,000,000

Table 27 Sanitary Sewer Project Funding Sources

Funding Sources:	
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	11,000,000
Other	-
Department Total	\$ 11,000,000

Table 28 Sanitary Sewer Funding Sources by Year

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	-	-	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	11,000,000
Other	-	-	-	-	-
Department Total	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000

Figure 15 Sanitary Sewer Funding Sources

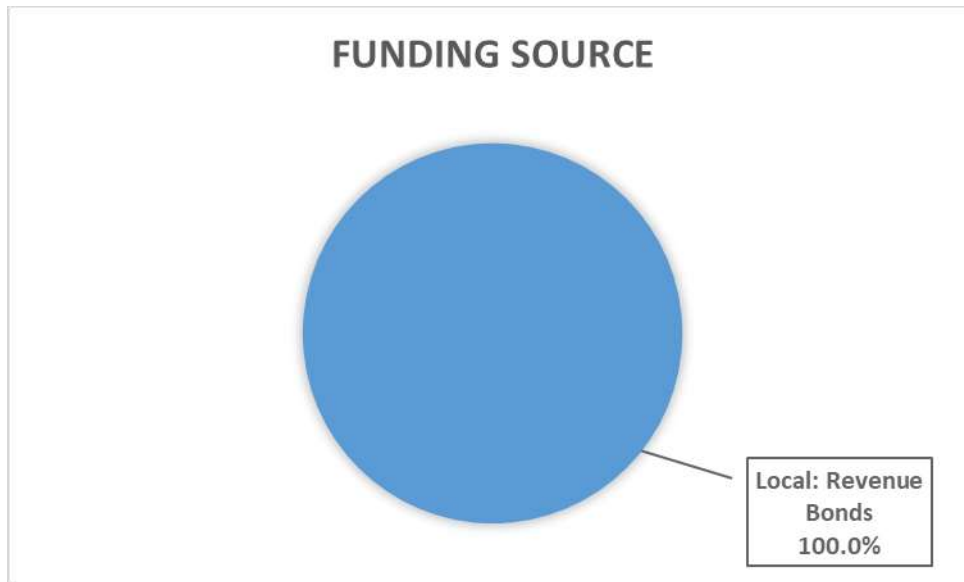
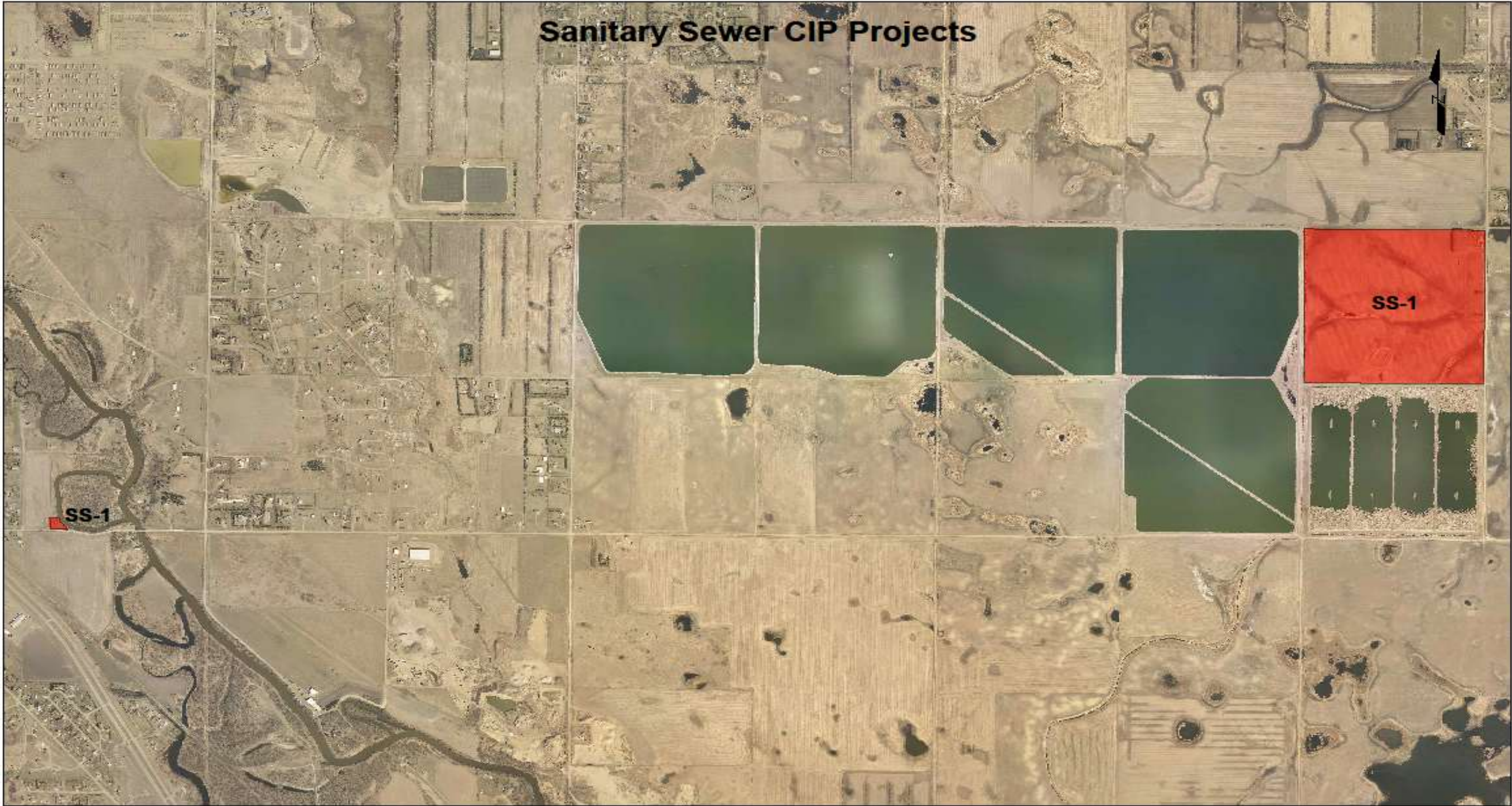


Figure 16 Sanitary Sewer CIP Project Map



Storm Sewer

The storm sewer division resides in the public works operations department. However, the capital program is administered by the engineering department since many times the improvements are special assessed. The engineering department also manages several related programs such as storm water management and floodplain management.

Two future projects are planned in the CIP at this time.

The 11th Avenue watershed is the final remaining major watershed identified in the original watershed masterplan initiated by the storm water utility. This project is also a reconstruction of 11th Avenue SW from Broadway to 6th Street SW.

The Hacienda Hills Outfall watershed is a new project that has come to the attention of staff in recent time. There has been erosion issues along a coulee in southeast Minot starting at 18th Avenue SE and eventually flowing to the river. The Water Board has a project to address most of the erosion issues, but the city should investigate other drainage and erosion issues in this watershed as well. Staff suggest starting with an engineering study to find the best alternatives, then seeing if a project should be developed by council.

In future budget years, a watershed master plan will be placed in the budget to identify additional impaired watersheds around the city that need improvements. As the city ages, other areas of the community will need to be studied for improvements.

Table 29 Storm Sewer Project List

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
11th Ave SW Watershed Storm Sewer District	ST-1	1	79	2027	2029	14,965,000
Hacienda Hills Outfall Improvements	ST-2	2	55	2026	2027	1,252,000
Department Total						<u>\$ 16,217,000</u>

Table 30 Storm Sewer Project List by Year

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
11th Ave SW Watershed Storm Sewer District	ST-1	-	1,665,000	-	13,300,000	-
Hacienda Hills Outfall Improvements	ST-2	252,000	1,000,000	-	-	-
Department Total		<u>\$ 252,000</u>	<u>\$ 2,665,000</u>	<u>\$ -</u>	<u>\$ 13,300,000</u>	<u>\$ -</u>

Table 31 Storm Sewer Project Funding Sources

Funding Sources:	
Federal Funds	\$ -
State Funds	5,975,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	3,745,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	4,997,000
Local: Revenue Bonds	-
Other (specify)	1,500,000
Department Total	\$ 16,217,000

Table 32 Storm Sewer Funding Sources by Year

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	775,000	-	5,200,000	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	445,000	-	3,300,000	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	252,000	1,445,000	-	3,300,000	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	-	-	-	1,500,000	-
Department Total	\$ 252,000	\$ 2,665,000	\$ -	\$ 13,300,000	\$ -

Figure 17 Storm Sewer Funding Sources

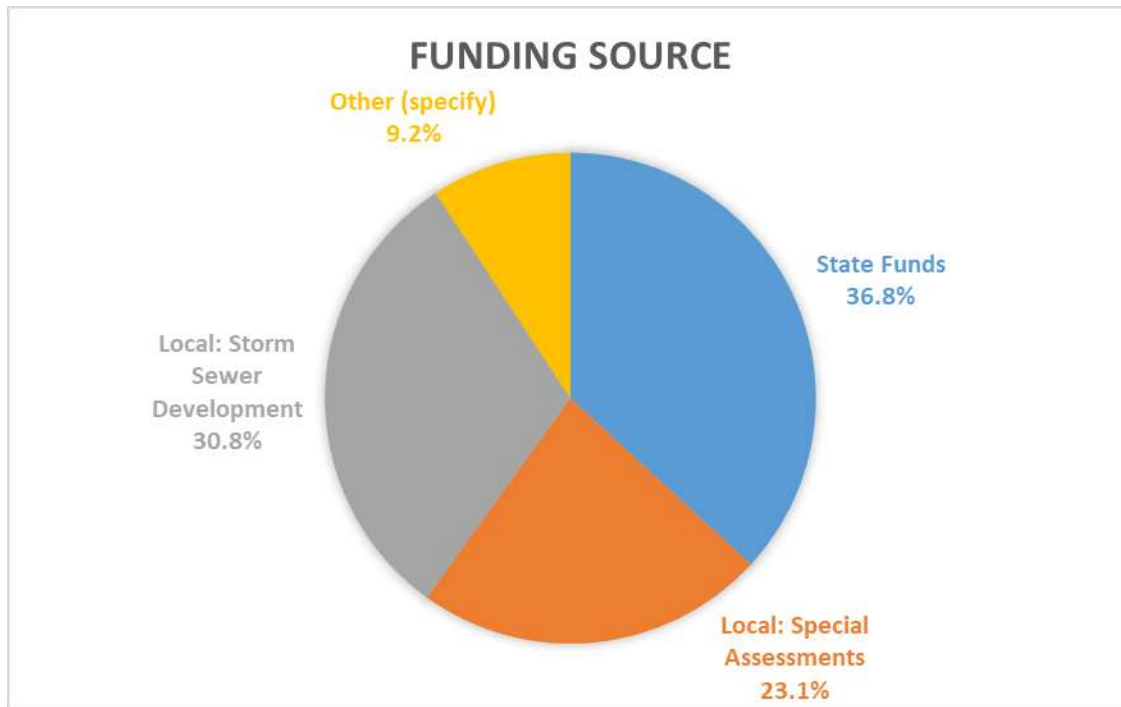


Figure 18 Storm Sewer CIP Project Map



Water

The Water Department has several major watermain replacement projects scheduled over the next five years. State grant requests have been made for several lead service line and watermain replacement areas. Grant funding will help to reduce the cost and backlog of replacement projects.

Table 33 Water Project List

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
11th Ave. NW & Lincoln Ave. Watermain Replacement	W-1	0	65	2026	2026	\$ 7,299,000
2nd Ave. SW (16th St. SW - 1st Ave. SW)	W-2	0	64	2026	2027	1,810,000
Dakotah Homes 2nd Addition Watermain Replacement	W-3	0	64	2026	2027	3,897,000
Edison Area Watermain Replacement	W-4	0	64	2027	2028	3,696,200
South Hill Complex Area Watermain Replacement	W-5	0	64	2027	2028	3,936,000
Eastwood Park Watermain Replacement	W-6	0	84	2028	2029	5,048,200
BelAir Area Watermain Replacement	W-7	0	64	2028	2029	3,998,400
Area West of NDSF Watermain Replacement	W-8	0	64	2029	2030	4,233,300
SE Area Utility Rehabilitation	W-9	0	64	2029	2030	5,104,500
Area East of Corbett Field Watermain Replacement	W-10	0	64	2030	2030	550,000
Roosevelt School Area Watermain Replacement	W-11	0	64	2030	2030	525,000
Water & Sewer Building	W-12	0	50	2030	2030	2,500,000
Department Total						\$ 42,597,600

Table 34 Water Project List by Year

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
11th Ave. NW & Lincoln Ave. Watermain Replacement	W-1	\$ 7,299,000	\$ -	\$ -	\$ -	\$ -
2nd Ave. SW (16th St. SW - 1st Ave. SW)	W-2	350,000	1,460,000	-	-	-
Dakotah Homes 2nd Addition Watermain Replacement	W-3	350,000	3,547,000	-	-	-
Edison Area Watermain Replacement	W-4	-	410,000	3,286,200	-	-
South Hill Complex Area Watermain Replacement	W-5	-	410,000	3,526,000	-	-
Eastwood Park Watermain Replacement	W-6	-	-	461,300	4,586,900	-
BelAir Area Watermain Replacement	W-7	-	-	436,400	3,562,000	-
Area West of NDSF Watermain Replacement	W-8	-	-	-	461,300	3,772,000
SE Area Utility Rehabilitation	W-9	-	-	-	492,000	4,612,500
Area East of Corbett Field Watermain Replacement	W-10	-	-	-	-	550,000
Roosevelt School Area Watermain Replacement	W-11	-	-	-	-	525,000
Water & Sewer Building	W-12	2,500,000	-	-	-	-
Department Total		\$ 10,499,000	\$ 5,827,000	\$ 7,709,900	\$ 9,102,200	\$ 9,459,500

Table 35 Water Project Funding Sources

Funding Sources:	
Federal Funds	\$ -
State Funds	24,026,200
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	18,571,400
Department Total	\$ 42,597,600

Table 36 Water Funding Sources by Year

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	4,799,000	3,520,000	4,625,500	5,406,000	5,675,700
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	5,700,000	2,307,000	3,084,400	3,696,200	3,783,800
Department Total	\$ 10,499,000	\$ 5,827,000	\$ 7,709,900	\$ 9,102,200	\$ 9,459,500

Figure 19 Water Funding Sources

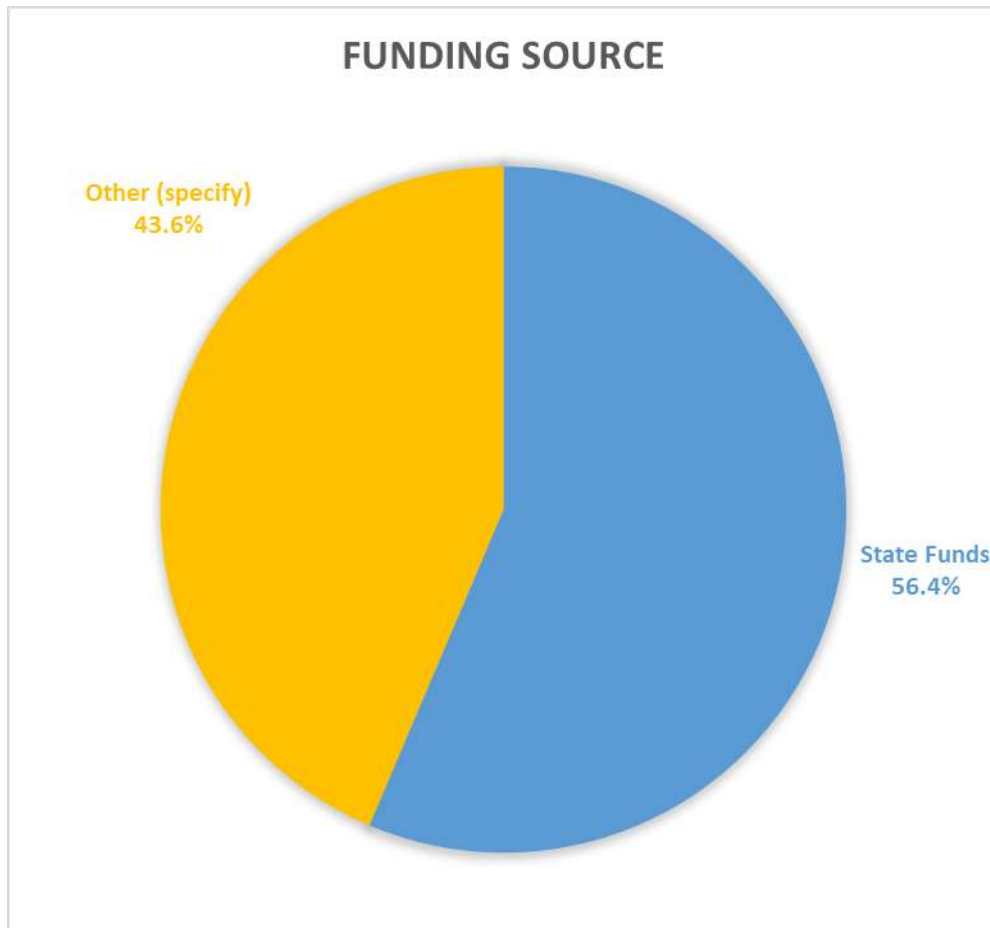
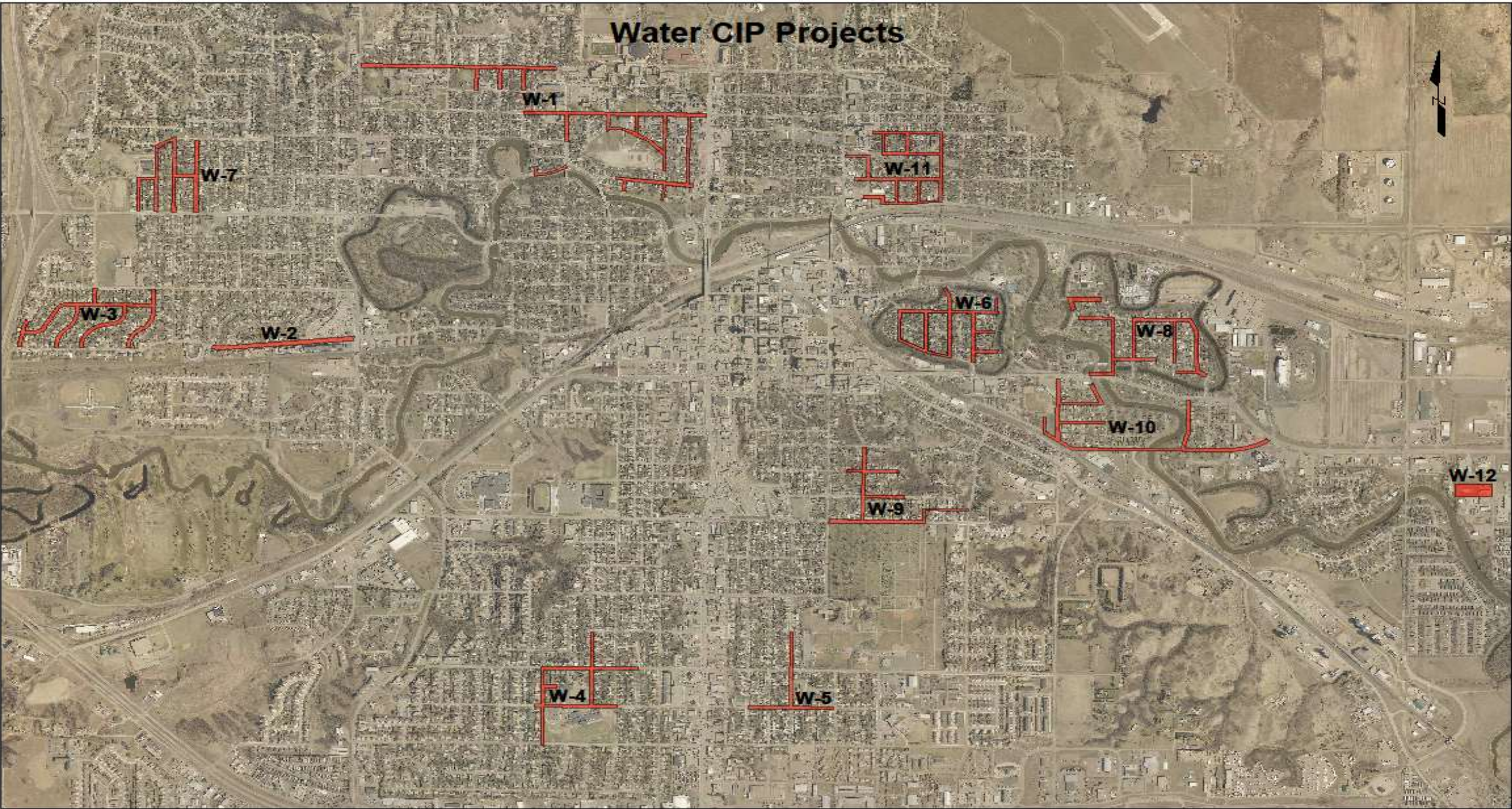


Figure 20 Water CIP Project Map

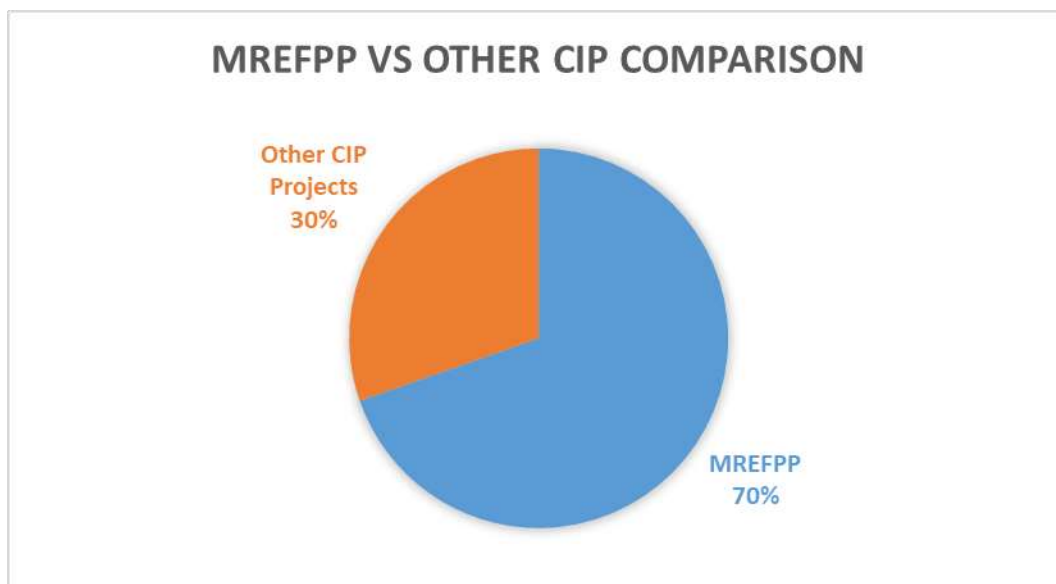


Capital Improvement Plan Final Summary

The overall CIP is a five-year plan totaling \$813,121,479. In the last five years, the two primary projects that have taken the forefront are flood control and NAWS. NAWS has been removed from the CIP since the City does not own that system. Those costs are accounted for elsewhere in the City budget.

Flood control still accounts for 70% of the City's total CIP over the next five years at a cost of \$566,400,000. All other projects combined result in a total of \$246,721,479.

Figure 21 MREFPP VS Other CIP Comparison



The City is relying heavily on Federal and State funds to fund the CIP. In total, \$546,365,512 is coming from Federal and State funds.

The tables and graphs below display the total five-year CIP by the departments making up the plan.

Table 37 2026-2030 CIP Department Totals

Department	Costs
Airport	\$ 35,655,000
Engineering	115,380,629
Fire	7,308,750
Police	18,162,500
Public Works	566,400,000
Public Works Operations	400,000
Sanitary Sewer	11,000,000
Storm Sewer	16,217,000
Water	42,597,600
Total CIP	\$ 813,121,479

Figure 22 2026-2030 CIP Department Totals

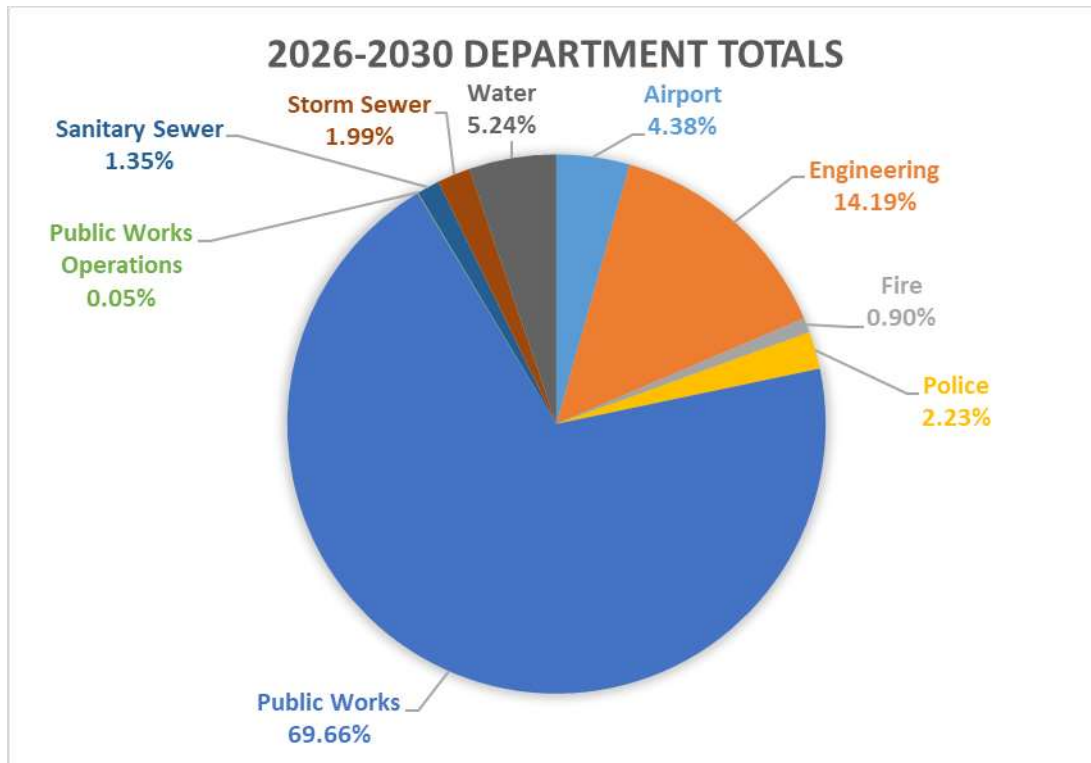


Table 38 2026-2030 CIP Project List

Airport	Project No.	2026	2027	2028	2029	2030
Crack Seal & Painting	A-1	\$ 75,000	\$ -	\$ -	\$ -	\$ -
GA Access Road Rehab & Reconstruct - Phase II	A-2	\$ 600,000	\$ -	\$ -	\$ -	\$ -
RW 8-26, TW B Phase I & II	A-3	\$ 13,350,000	\$ -	\$ -	\$ -	\$ -
SRE Replacement - Broom Truck	A-4	\$ 800,000	\$ -	\$ -	\$ -	\$ -
Terminal Roadway Improvements - Phase II (Design & Constr	A-5	\$ 800,000	\$ -	\$ -	\$ -	\$ -
Terminal Security Door Repairs	A-6	\$ 180,000	\$ -	\$ -	\$ -	\$ -
T-Hangar Replacement	A-7	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -
Crack Seal & Painting	A-8	\$ -	\$ 75,000	\$ -	\$ -	\$ -
Mower Attachment	A-9	\$ -	\$ 75,000	\$ -	\$ -	\$ -
RW 8-26, TW B Phase III	A-10	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -
SRE Replacement - Small Loader w/ Blower	A-11	\$ -	\$ 500,000	\$ -	\$ -	\$ -
Master Plan/ALP Update	A-12	\$ -	\$ -	\$ 800,000	\$ -	\$ -
Taxiway A Reconstruction	A-13	\$ -	\$ -	\$ 600,000	\$ -	\$ -
Taxiway D Reconstruction & Widening	A-14	\$ -	\$ -	\$ 6,200,000	\$ -	\$ -
Taxiway F Reconstruction	A-15	\$ -	\$ -	\$ 200,000	\$ -	\$ -
Wildlife Hazard Management Plan (WHMP) Update	A-16	\$ -	\$ -	\$ 100,000	\$ -	\$ -
Taxiway A Reconstruction	A-17	\$ -	\$ -	\$ -	\$ 600,000	\$ -
Taxiway D Reconstruction & Widening	A-18	\$ -	\$ -	\$ -	\$ 6,200,000	\$ -
Taxiway F Reconstruction	A-19	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Airport Yearly Total		\$ 17,605,000	\$ 3,150,000	\$ 7,900,000	\$ 6,800,000	\$ 200,000

Engineering	Project No.	2026	2027	2028	2029	2030
Traffic Signal Highway Safety Improvement	E-1	\$ 1,608,603	\$ -	\$ -	\$ -	\$ -
16th St SW Interchange Rehabilitation	E-2	\$ 7,000,000	\$ 330,000	\$ -	\$ -	\$ -
Traffic Signal Replacements	E-3	\$ 805,000	\$ 841,000	\$ 867,000	\$ 898,000	\$ 942,000
2028 Highway Safety Improvement	E-4	\$ -	\$ -	\$ 83,600	\$ -	\$ -
16th St SW Reconstruction Phase 2	E-5	\$ 2,000,000	\$ -	\$ 10,876,400	\$ -	\$ -
3rd St Bridge Replacement	E-6	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -
Broadway ADA Ramp Improvements	E-7	\$ -	\$ -	\$ 880,000	\$ -	\$ -
South Broadway Reconstruction	E-8	\$ -	\$ -	\$ -	\$ -	\$ 45,473,026
11th Avenue SE Sidewalk	E-9	\$ -	\$ -	\$ 118,000	\$ 920,000	\$ -
16th Avenue SE Sidewalk	E-10	\$ -	\$ 41,000	\$ 318,000	\$ -	\$ -
North Broadway Airport Street Lighting District	E-11	\$ -	\$ -	\$ 40,000	\$ 310,000	\$ -
3rd St E and Central Ave Reconstruction	E-12	\$ -	\$ 11,548,000	\$ -	\$ 10,312,000	\$ -
Lewis & Clark/Bel Air SRTS	E-13	\$ 1,816,000	\$ -	\$ -	\$ -	\$ -
21st Avenue NW Sidewalk Phase 1	E-14	\$ 392,000	\$ -	\$ -	\$ -	\$ -
Hiawatha Street Slope Stability	E-15	\$ -	\$ -	\$ 738,000	\$ 1,821,000	\$ -
Street Light Feed Point Replacement	E-16	\$ 50,000	\$ 55,000	\$ 60,000	\$ 65,000	\$ 70,000
Anne Street Bridge	E-17	\$ -	\$ 950,000	\$ -	\$ -	\$ 7,500,000
Eastwood Park Bridge Rehabilitation	E-18	\$ 100,000	\$ -	\$ 660,000	\$ -	\$ -
Street Light LED Conversion	E-19	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
17th and 18th Ave SE Extensions	E-20	\$ -	\$ -	\$ -	\$ 110,000	\$ 900,000
City Hall Site Improvements	E-21	\$ -	\$ -	\$ 145,000	\$ 973,000	\$ -
2nd Avenue and Main Street Pocket Park	E-22	\$ -	\$ -	\$ -	\$ 73,000	\$ 566,000
Engineering Yearly Total		\$ 15,396,603	\$ 13,890,000	\$ 14,911,000	\$ 15,607,000	\$ 55,576,026
Fire	Project No.	2026	2027	2028	2029	2030
Station 1 Relocation Land	F-1	\$ 1,000,000	\$ -	\$ 281,250	\$ 5,093,750	\$ -
Station 4 bedroom upfit	F-2	\$ -	\$ 20,000	\$ -	\$ -	\$ -
Station 3 bedroom addition	F-3	\$ -	\$ 6,375	\$ 101,125	\$ -	\$ -
Training Classroom	F-4	\$ -	\$ -	\$ 42,188	\$ 764,063	\$ -
Fire Yearly Total		\$ 1,000,000	\$ 26,375	\$ 424,563	\$ 5,857,813	\$ -
Police	Project No.	2026	2027	2028	2029	2030
Police Department Facility	PD-1	\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500
Police Yearly Total		\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500
Public Works	Project No.	2026	2027	2028	2029	2030
Maple Diversion MI-4C	PW-1	\$ 12,100,000	\$ 20,800,000	\$ 26,800,000	\$ 27,600,000	\$ 17,100,000
Library & Police Station Floodproofing - MI-4D	PW-2	\$ 7,900,000	\$ 13,900,000	\$ 1,300,000	\$ -	\$ -
3rd Street Floodwall MI-1B	PW-3	\$ 9,000,000	\$ 5,900,000	\$ 900,000	\$ -	\$ -
Downtown Levee MI-6C	PW-4	\$ 7,300,000	\$ 1,700,000	\$ -	\$ -	\$ -
Roosevelt Park Zoo Relocation MI-7E	PW-5	\$ 7,200,000	\$ 2,100,000	\$ -	\$ -	\$ -
Burdick Bridge West Walker Road Levee MI-8/9	PW-6	\$ 15,700,000	\$ 36,300,000	\$ 20,800,000	\$ 4,300,000	\$ -
Fairgrounds Levee MI-10	PW-7	\$ 5,600,000	\$ 22,300,000	\$ 23,000,000	\$ 10,100,000	\$ -
North Roosevelt Park Levee MI-11	PW-8	\$ 700,000	\$ 6,800,000	\$ 6,300,000	\$ 800,000	\$ -
East Burdick Levee MI-12	PW-9	\$ 800,000	\$ 7,800,000	\$ 7,100,000	\$ 900,000	\$ -
Trinity Levee MI-13	PW-10	\$ 1,300,000	\$ 11,900,000	\$ 10,900,000	\$ 1,400,000	\$ -
27th Street Diversion MI-14	PW-11	\$ 12,500,000	\$ 24,100,000	\$ 41,400,000	\$ 42,700,000	\$ 26,400,000
Livingston Coulee Bypass MI-15	PW-12	\$ 6,100,000	\$ 40,800,000	\$ 12,900,000	\$ -	\$ -
River Oaks Acquisitions MI-16	PW-13	\$ 3,100,000	\$ -	\$ -	\$ -	\$ -
Public Works Yearly Total		\$ 89,300,000	\$ 194,400,000	\$ 151,400,000	\$ 87,800,000	\$ 43,500,000
Public Works Operations	Project No.	2026	2027	2028	2029	2030
Fuel Farm	PWO-1	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Public Works Operations Yearly Total		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Sewer	Project No.	2026	2027	2028	2029	2030
Wastewater Treatment Facility	SS-1	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000
Sewer Yearly Total		\$ -	\$ -	\$ -	\$ -	\$ 11,000,000
Storm Sewer	Project No.	2026	2027	2028	2029	2030
11th Ave SW Watershed Storm Sewer District	ST-1	\$ -	\$ 1,665,000	\$ -	\$ 13,300,000	\$ -
Hacienda Hills Outfall Improvements	ST-2	\$ 252,000	\$ 1,000,000	\$ -	\$ -	\$ -
Storm Sewer Yearly Total		\$ 252,000	\$ 2,665,000	\$ -	\$ 13,300,000	\$ -

Water	Project No.	2026	2027	2028	2029	2030
11th Ave. NW & Lincoln Ave. Watermain Replacement	W-1	\$ 7,299,000	\$ -	\$ -	\$ -	\$ -
2nd Ave. SW (16th St. SW - 1st Ave. SW)	W-2	\$ 350,000	\$ 1,460,000	\$ -	\$ -	\$ -
Dakotah Homes 2nd Addition Watermain Replacement	W-3	\$ 350,000	\$ 3,547,000	\$ -	\$ -	\$ -
Edison Area Watermain Replacement	W-4	\$ -	\$ 410,000	\$ 3,286,200	\$ -	\$ -
South Hill Complex Area Watermain Replacement	W-5	\$ -	\$ 410,000	\$ 3,526,000	\$ -	\$ -
Eastwood Park Watermain Replacement	W-6	\$ -	\$ -	\$ 461,300	\$ 4,586,900	\$ -
BelAir Area Watermain Replacement	W-7	\$ -	\$ -	\$ 436,400	\$ 3,562,000	\$ -
Area West of NDSF Watermain Replacement	W-8	\$ -	\$ -	\$ -	\$ 461,300	\$ 3,772,000
SE Area Utility Rehabilitation	W-9	\$ -	\$ -	\$ -	\$ 492,000	\$ 4,612,500
Area East of Corbett Field Watermain Replacement	W-10	\$ -	\$ -	\$ -	\$ -	\$ 550,000
Roosevelt School Area Watermain Replacement	W-11	\$ -	\$ -	\$ -	\$ -	\$ 525,000
Water & Sewer Building	W-12	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -
Water Yearly Total		\$ 10,499,000	\$ 5,827,000	\$ 7,709,900	\$ 9,102,200	\$ 9,459,500

One of the goals of the CIP is to level load the program to avoid large spikes in the required funding. The ability to accomplish this is largely driven by the timing of MREFPP phases and construction timelines.

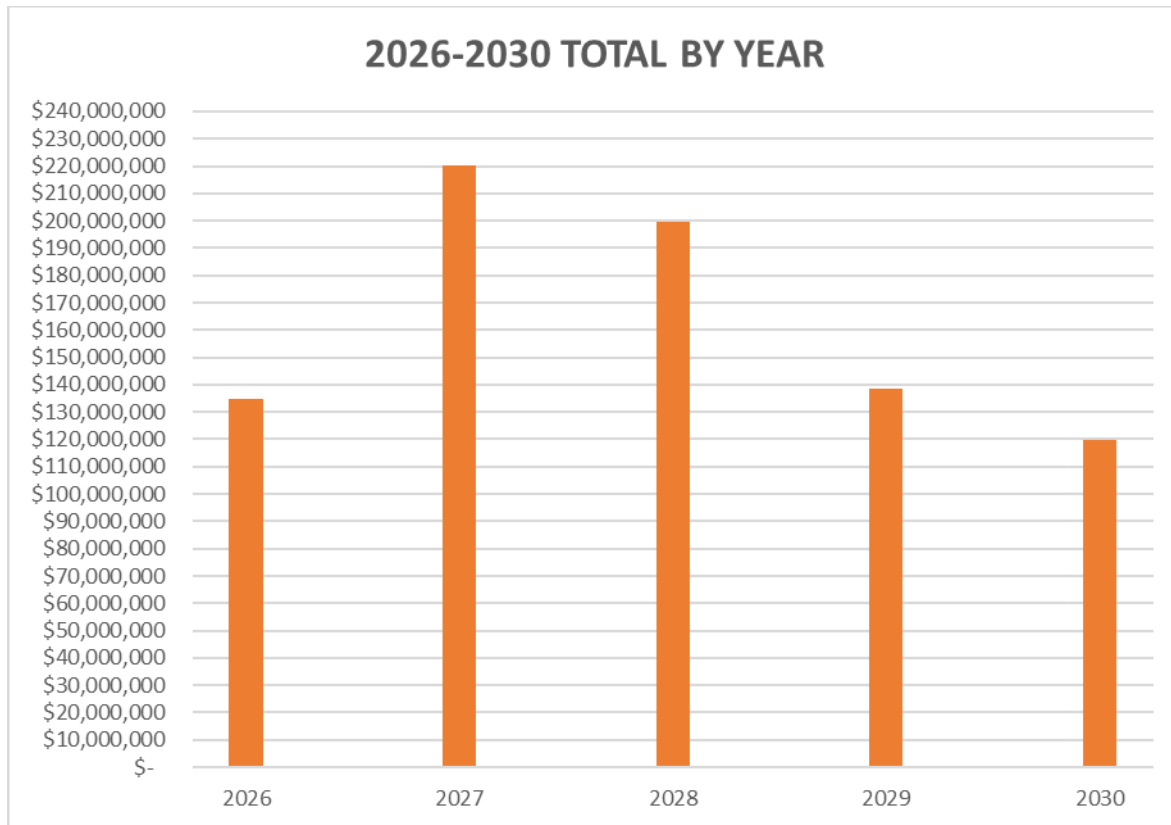
NDDOT and FAA funding timelines largely dictate project schedules for the engineering and airport departments respectively.

The table and graph below show the department totals by each year and total funding by year.

Table 39 CIP Department Totals by Year

Department Totals by Year	2026	2027	2028	2029	2030
Airport	\$ 17,605,000	\$ 3,150,000	\$ 7,900,000	\$ 6,800,000	\$ 200,000
Engineering	15,396,603	13,890,000	14,911,000	15,607,000	55,576,026
Fire	1,000,000	26,375	424,563	5,857,813	-
Police	786,000	-	17,225,000	75,000	76,500
Public Works	89,300,000	194,400,000	151,400,000	87,800,000	43,500,000
Public Works Operations	100,000	100,000	100,000	100,000	-
Sanitary Sewer	-	-	-	-	11,000,000
Storm Sewer	252,000	2,665,000	-	13,300,000	-
Water	10,499,000	5,827,000	7,709,900	9,102,200	9,459,500
Total CIP	\$ 134,938,603	\$ 220,058,375	\$ 199,670,463	\$ 138,642,013	\$ 119,812,026

Figure 23 CIP Totals by Year

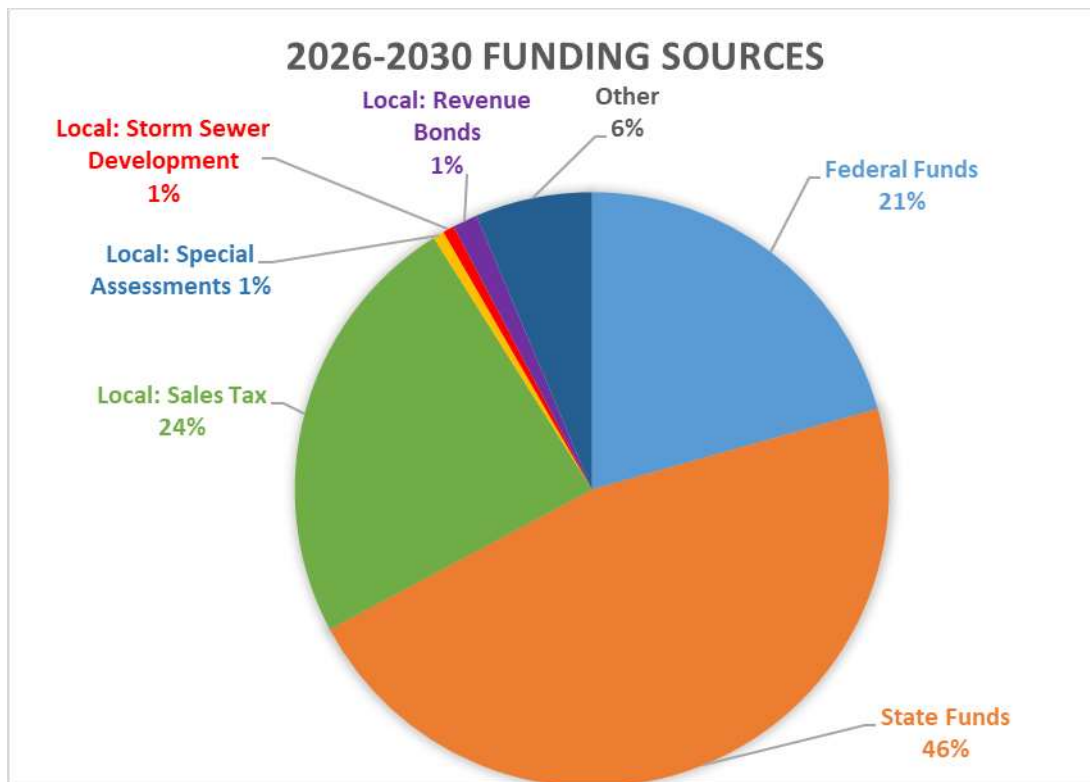


The table and figure below show the total allocation of funding sources.

Table 40 2026-2030 Funding Sources Total

Funding Sources	
Federal Funds	\$ 167,584,598
State Funds	378,780,914
Local: Sales Tax	193,898,692
Local: Tax Levy	151,500
Local: Special Assessments	4,982,500
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	4,997,000
Local: Revenue Bonds	11,025,000
Other	51,701,275
Total CIP	\$ 813,121,479

Figure 24 2026-2030 Funding Sources Total



Capital Projects Versus Maintenance Project Needs

All of the projects listed in the CIP are capital projects, meaning they are replacing a significant piece of city infrastructure with new and/or using state and federal funds to fund the construction.

What is not included in the CIP are maintenance projects such as street patching, sealing, and overlays. Utility maintenance projects or small replacement projects such as manholes and catch basins, channel and pond cleaning, pump replacements, etc.

The maintenance costs of public infrastructure must also be kept in mind by decision makers as these costs are significant. Every year, the city will continue to spend millions of dollars on ongoing maintenance. However, funding some of the capital infrastructure projects listed in the CIP will also reduce the maintenance of these assets since they will be replaced or rehabilitated.

Condition Assessments

Below is a list of condition assessments that should be performed to either supplement existing data or provide a solid database for city infrastructure.

- Sanitary sewer baseline database
 - Provides an accurate baseline database of pipe length, flow direction, size, age, and condition. The sewer system is televised to create the database.
 - Manhole baseline database will provide location, size, age, condition
- Storm Sewer baseline database
 - Provides an accurate baseline database of pipe length, flow direction, size, age, and condition. The storm sewer system is televised to create the database.
 - Manhole baseline database will provide location, size, age, condition
 - This information will be used in addition to the data collection obtained in the MREFPP.
- Missing Casting data
 - Need additional survey data on busy corridors for manholes, gate valves, and other castings



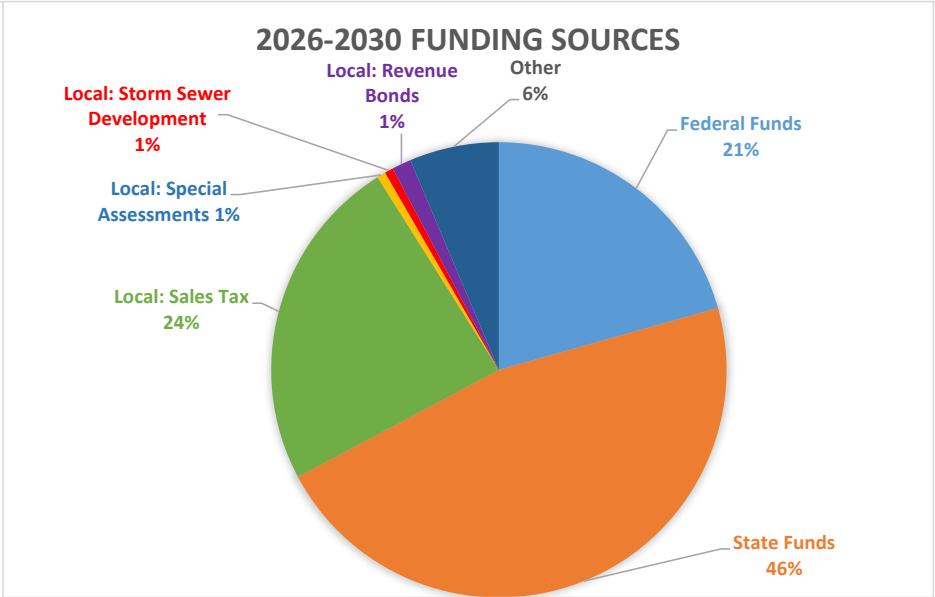
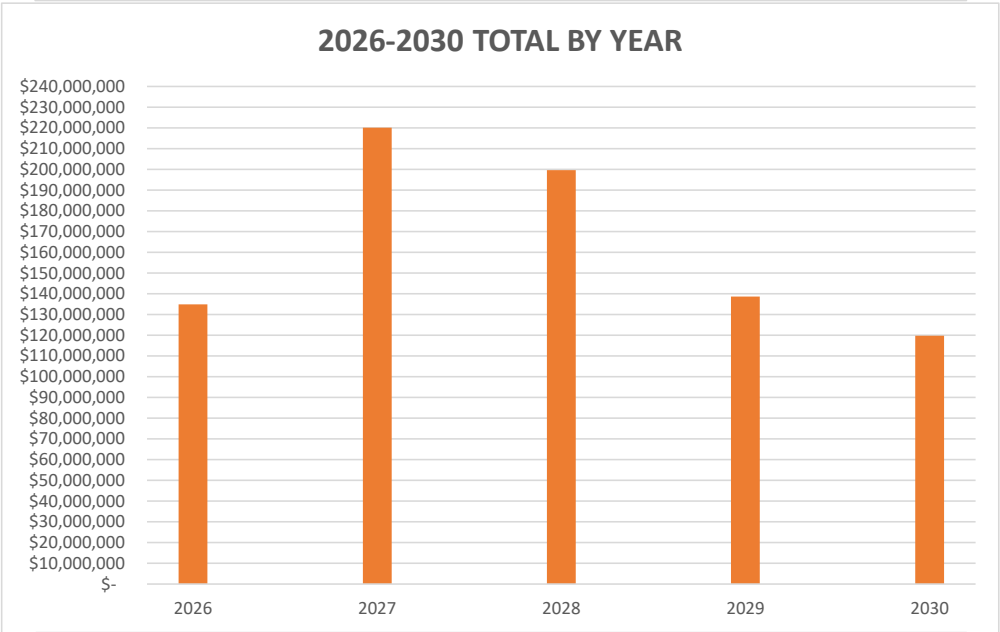
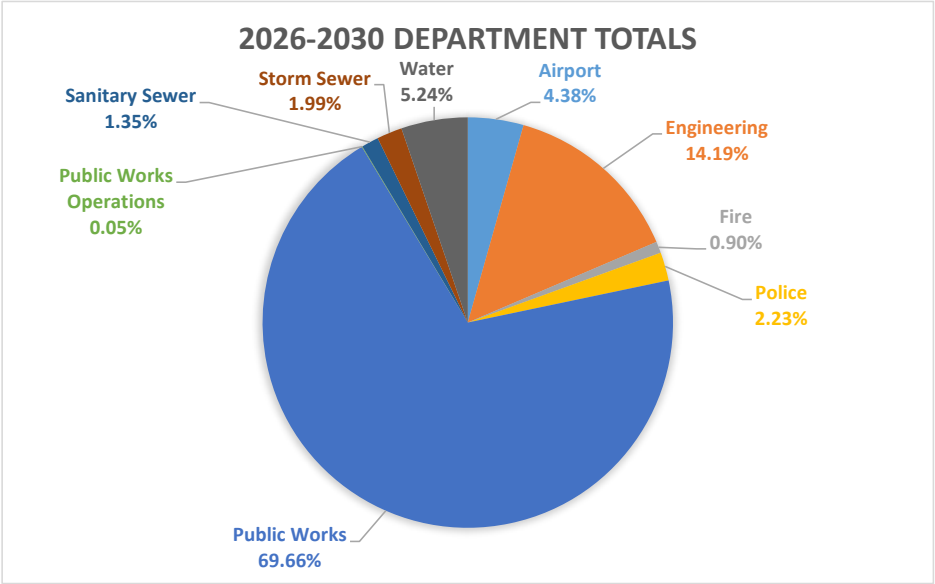
Capital Improvement Plan Summary

Department	Costs
Airport	\$ 35,655,000
Engineering	115,380,629
Fire	7,308,750
Police	18,162,500
Public Works	566,400,000
Public Works Operations	400,000
Sanitary Sewer	11,000,000
Storm Sewer	16,217,000
Water	42,597,600
Total CIP	\$ 813,121,479

Department Totals by Year	2026	2027	2028	2029	2030
Airport	\$ 17,605,000	\$ 3,150,000	\$ 7,900,000	\$ 6,800,000	\$ 200,000
Engineering	15,396,603	13,890,000	14,911,000	15,607,000	55,576,026
Fire	1,000,000	26,375	424,563	5,857,813	-
Police	786,000	-	17,225,000	75,000	76,500
Public Works	89,300,000	194,400,000	151,400,000	87,800,000	43,500,000
Public Works Operations	100,000	100,000	100,000	100,000	-
Sanitary Sewer	-	-	-	-	11,000,000
Storm Sewer	252,000	2,665,000	-	13,300,000	-
Water	10,499,000	5,827,000	7,709,900	9,102,200	9,459,500
Total CIP	\$ 134,938,603	\$ 220,058,375	\$ 199,670,463	\$ 138,642,013	\$ 119,812,026

Funding Sources	
Federal Funds	\$ 167,584,598
State Funds	378,780,914
Local: Sales Tax	193,898,692
Local: Tax Levy	151,500
Local: Special Assessments	4,982,500
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	4,997,000
Local: Revenue Bonds	11,025,000
Other	51,701,275
Total CIP	\$ 813,121,479

Funding Sources by Year	2026	2027	2028	2029	2030
Federal Funds	\$ 31,607,406	\$ 22,045,000	\$ 29,851,550	\$ 27,730,000	\$ 56,350,642
State Funds	60,682,500	126,996,000	95,399,080	63,250,000	32,453,334
Local: Sales Tax	35,189,947	64,551,375	48,929,339	32,190,281	13,037,750
Local: Tax Levy	-	-	-	75,000	76,500
Local: Special Assessments	-	445,000	-	3,637,500	900,000
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	252,000	1,445,000	-	3,300,000	-
Local: Revenue Bonds	-	25,000	-	-	11,000,000
Other	7,206,750	4,551,000	25,490,494	8,459,231	5,993,800
Total CIP	\$ 134,938,603	\$ 220,058,375	\$ 199,670,463	\$ 138,642,012	\$ 119,812,026



Appendix A – Airport Worksheets



Capital Improvement Plan

Department Summary

Department: Airport

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Crack Seal & Painting	A-1	0	90	2026	2026	75,000
GA Access Road Rehab & Reconstruct - Phase II	A-2	0	90	2026	2026	600,000
RW 8-26, TW B Phase I & II	A-3	0	90	2025	2026	13,350,000
SRE Replacement - Broom Truck	A-4	0	95	2026	2026	800,000
Terminal Roadway Improvements - Phase II (Design & Terminal Security Door Repairs	A-5	0	85	2026	2026	800,000
	A-6	0	85	2026	2026	180,000
T-Hangar Replacement	A-7	0	90	2026	2026	1,800,000
Crack Seal & Painting	A-8	0	90	2027	2027	75,000
Mower Attachment	A-9	0	95	2027	2027	75,000
RW 8-26, TW B Phase III	A-10	0	90	2027	2027	2,500,000
SRE Replacement - Small Loader w/ Blower	A-11	0	95	2027	2027	500,000
Master Plan/ALP Update	A-12	0	95	2028	2028	800,000
Taxiway A Reconstruction	A-13	0	90	2028	2028	600,000
Taxiway D Reconstruction & Widening	A-14	0	90	2028	2028	6,200,000
Taxiway F Reconstruction	A-15	0	90	2028	2028	200,000
Wildlife Hazard Management Plan (WHMP) Update	A-16	0	95	2028	2028	100,000
Taxiway A Reconstruction	A-17	0	90	2029	2029	600,000
Taxiway D Reconstruction & Widening	A-18	0	90	2029	2029	6,200,000
Taxiway F Reconstruction	A-19	0	90	2030	2030	200,000
Department Total						\$ 35,655,000

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Crack Seal & Painting	A-1	\$ 75,000	\$ -	\$ -	\$ -	\$ -
GA Access Road Rehab & Reconstruct - Phase II	A-2	600,000	-	-	-	-
RW 8-26, TW B Phase I & II	A-3	13,350,000	-	-	-	-
SRE Replacement - Broom Truck	A-4	800,000	-	-	-	-
Terminal Roadway Improvements - Phase II (Design & Terminal Security Door Repairs	A-5	800,000	-	-	-	-
	A-6	180,000	-	-	-	-
T-Hangar Replacement	A-7	1,800,000	-	-	-	-
Crack Seal & Painting	A-8	-	75,000	-	-	-
Mower Attachment	A-9	-	75,000	-	-	-
RW 8-26, TW B Phase III	A-10	-	2,500,000	-	-	-
SRE Replacement - Small Loader w/ Blower	A-11	-	500,000	-	-	-
Master Plan/ALP Update	A-12	-	-	800,000	-	-
Taxiway A Reconstruction	A-13	-	-	600,000	-	-
Taxiway D Reconstruction & Widening	A-14	-	-	6,200,000	-	-
Taxiway F Reconstruction	A-15	-	-	200,000	-	-
Wildlife Hazard Management Plan (WHMP) Update	A-16	-	-	100,000	-	-
Taxiway A Reconstruction	A-17	-	-	-	600,000	-
Taxiway D Reconstruction & Widening	A-18	-	-	-	6,200,000	-
Taxiway F Reconstruction	A-19	-	-	-	-	200,000
Department Total		\$ 17,605,000	\$ 3,150,000	\$ 7,900,000	\$ 6,800,000	\$ 200,000

Funding Sources:

Federal Funds	\$ 30,583,500
State Funds	2,480,750
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	25,000
Other (Airport Reserves)	2,565,750
Department Total	\$ 35,655,000

Funding Sources by Year:

	2026	2027	2028	2029	2030
Federal Funds	\$ 16,333,500	\$ 2,700,000	\$ 6,180,000	\$ 5,190,000	\$ 180,000
State Funds	550,750	255,000	860,000	805,000	10,000
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	25,000	-	-	-
Other (Airport Reserves)	720,750	170,000	860,000	805,000	10,000
Department Total	\$ 17,605,000	\$ 3,150,000	\$ 7,900,000	\$ 6,800,000	\$ 200,000



Capital Improvement Plan

Project Name	Crack Seal & Painting
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	90

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000

Insert Project Map

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	37,500
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	37,500
Total Project	\$ 75,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20
90 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project includes the crack sealing and repainting of airport pavement. Crack sealing is necessary to maintain airport pavement until the end of its useful life. Crack sealing happens every few years to prevent larger cracking and deterioration. Consultant services will be required for the bidding, construction observation/inspection/administration, and grant closeout purposes. There are no service impacts expected to airport users. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated the project will be funded through state (NDAC 50%) grants and the City of Minot's local shares (50%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project, as it will correct poor pavement condition and increase airfield safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Minimal operations and maintenance activities will be required outside of typical pavement maintenance strategies, such as crack sealing.

5. Any additional comments?

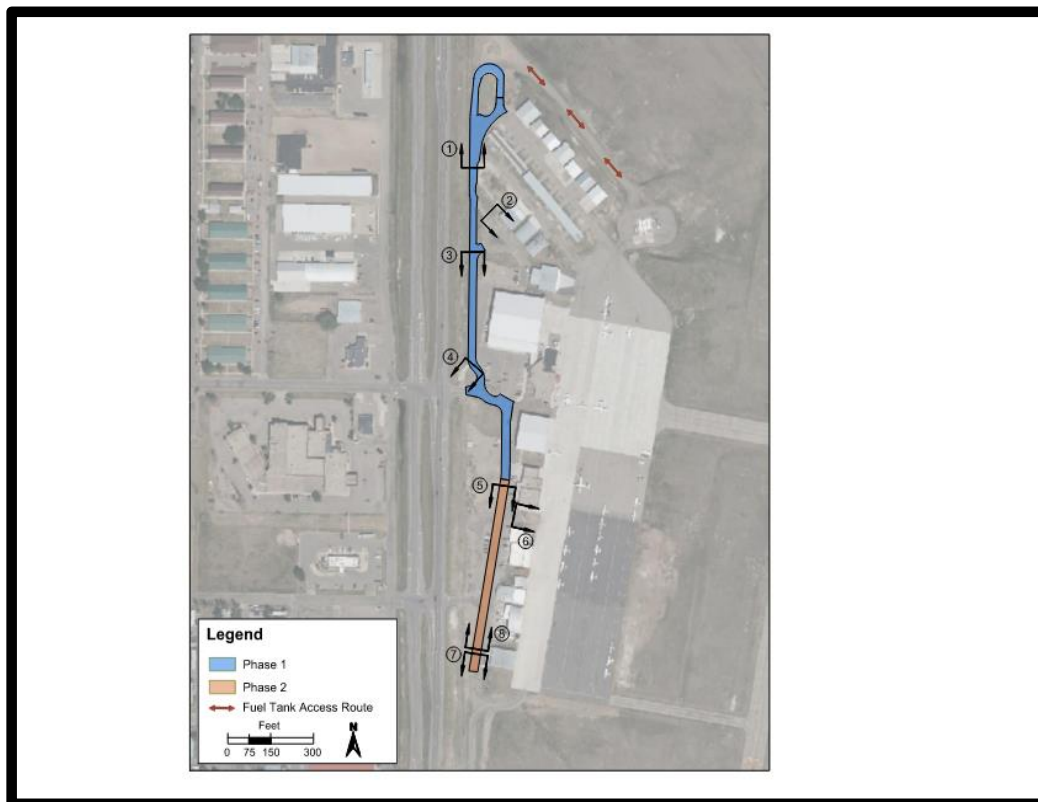


Capital Improvement Plan

Project Name	GA Access Road Rehab & Reconstruct - Phase II
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	90

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000



Estimated Funding Sources

	Amount
Federal Funds	\$ 570,000
State Funds	15,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	15,000
Total Project	\$ 600,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20
90 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The project includes rehabilitation and reconstruction of the road that provides access to the general aviation area on the northeast side of the airfield. Repair is necessary to provide safe and adequate access for vehicles accessing the general aviation ramp and hangars. The road is currently in very poor condition. Consultant services will be required for the bidding, construction observation/inspection/administration, and grant closeout purposes. There are no service impacts expected to airport users. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 95%) and state (NDAC - 2.5%) grants. The City of Minot's local share (2.5%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project, as it will correct poor pavement condition and increase airfield safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Once the road alignment is reconstructed and/or rehabilitated, minimal operations and maintenance activities will be required outside of typical pavement maintenance strategies, such as crack sealing.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

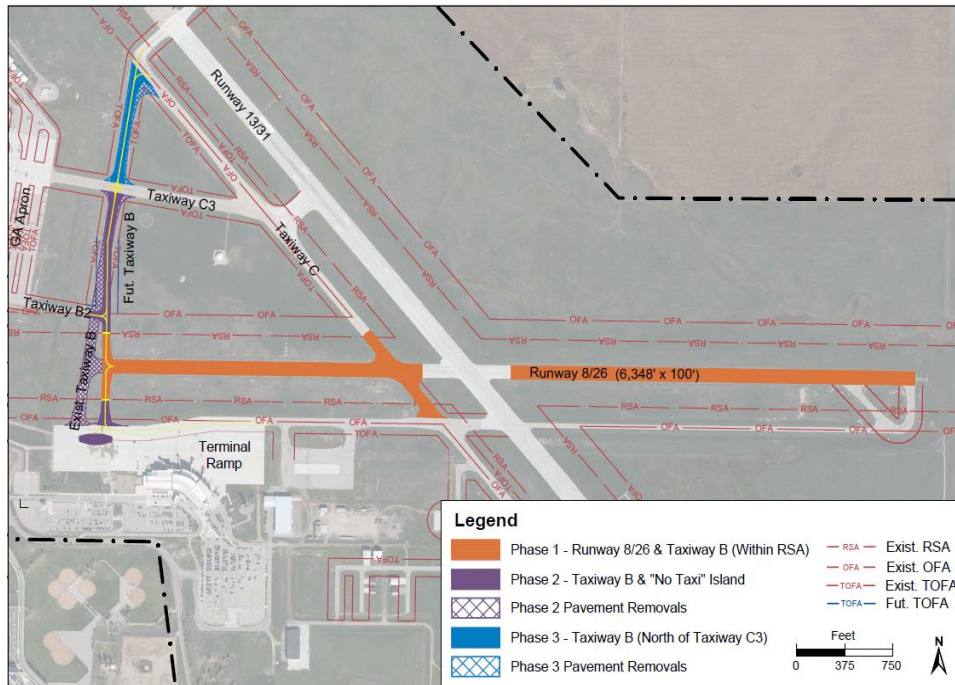
Project Status
Capital Outlay
Personnel Costs
Operation Costs
Total Project

	2026	2027	2028	2029	2030	Total 5-Year Costs
Construction	—	—	—	—	—	—
Capital Outlay	\$ 13,350,000	—	\$ -	\$ -	\$ -	\$ 13,350,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 13,350,000	\$ -	\$ -	\$ -	\$ -	\$ 13,350,000

Project Name	RW 8-26, TW B Phase I & II
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	90

Estimated Funding Sources

	Amount
Federal Funds	\$ 12,682,500
State Funds	333,750
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	333,750
Total Project	\$ 13,350,000



Project Scoring

Department: Airport

	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20

90 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The intersection of TW B and RW 8 does not meet FAA design standards. The pavement must be reconfigured in order to be compliant. Because significant pavement work will be required, and because RW 8-26 is due for pavement rehabilitation, the taxiway reconfiguration and runway rehab will be designed simultaneously for a more holistic approach. Additionally, shifts to the runway and taxiway intersection will require changes to the commercial apron as well as obstruction removal, which will also be designed as part of this project. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 95%), and state (NDAC - 2.5%) grants. The City of Minot's local share (2.5%) will come from airport cash reserves.
FAA Discretionary funds will be sought for this project.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for 2026, as it will correct poor pavement condition, non-standard FAA geometry, obstruction removal for aircraft approach paths, and airfield lighting improvements.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Maintenance activities for runways and taxiways include snow removal, crack sealing, and painting as needed. Inspections of pavement, lighting, signage, and markings are conducted on a daily basis per FAA requirements.

5. Any additional comments?

The combination of projects - taxiway reconfiguration, displaced threshold removal, runway rehab, obstruction removal, and apron expansion - are the result of multiple studies and recommendations from various entities and projects including the airport Master Plan Update, state sponsored pavement studies, a special Safety Risk Management (SRM) initiative, and annual Runway Safety Action Team (RSAT) meetings. The project elements and phasing will be determined during the ongoing Phase 1 Design Alternatives Study. **Depending on the results of the study and availability of funding, project costs associated with each phase may change.**



Capital Improvement Plan

Project Name	SRE Replacement - Broom Truck
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	95

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Purchase	—	—	—	—	
Capital Outlay	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000

Insert Project Map

Estimated Funding Sources

	Amount
Federal Funds	\$ 800,000
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	-
Total Project	\$ 800,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	20
Constraints and Considerations	20
95 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project will replace existing airport snow removal equipment that has reached its useful life. The specific piece to be replaced will be determined closer to the year of replacement based on equipment condition and priorities. At this time it is planned to be a broom truck. Per FAA standards, adequate snow removal equipment is required for snow and ice control at airports. For MOT, the clearance standard is one half hour to clear one inch of snow in all Priority 1 areas. Priority 1 areas include RW 13-31, Commercial Apron, ARFF station and Apron, and Taxiways. Consultant services will be needed to provide design and specifications of new FAA approved equipment and to provide related administrative services such as advertising, bidding, contracting, and grant closeout reports.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be entirely funded through federal PFC funding

3. Describe the ranking of this request in comparison to other requests within the department.

As equipment ages it becomes more unreliable and costlier to maintain. If the existing broom truck were to become inoperable, there would be significant impacts to snow removal operations at the airport and, therefore, to revenue generating activities that take place

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Preventative maintenance is required and conducted on all airport vehicles at regularly scheduled intervals by Airport Operations. Corrective maintenance is conducted as needed by Airport Operations and in conjunction with City Shop employees.

5. Any additional comments?

The FAA provides guidance to airports for determining the amount of snow removal equipment needed based on clearance standards and priority area square yardage. These calculations are required to be submitted in grant applications as justification. With expansions to the Commercial and Cargo Aprons, this equipment is needed to account for increase snow removal areas.



Capital Improvement Plan

Estimated Project Costs

Project Status
Capital Outlay
Personnel Costs
Operation Costs
Total Project

	2026	2027	2028	2029	2030	Total 5-Year Costs
Construction	—	—	—	—	—	—
\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000
-	-	-	-	-	-	-
-	-	-	-	-	-	-
\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000

Project Name	Terminal Roadway Improvements - Phase II (Design & C
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	85

Estimated Funding Sources

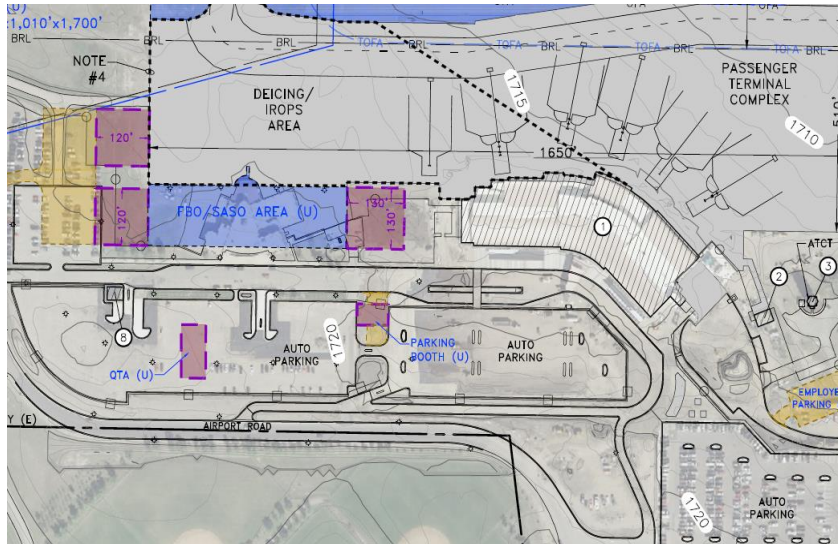
	Amount
Federal Funds	\$ 400,000
State Funds	160,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	240,000
Total Project	\$ 800,000

Project Scoring

Department: Airport

	Score
Funding Eligibility	10
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20

85 /100



Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project includes the reconfiguration of the existing inbound and outbound roadway system and associated signage at the Airport. Improvements may also include reconfiguration and maintenance of the existing parking lot system including car rental parking, short-term parking, long-term parking and employee parking. The project will provide for the additions of EV charging to both passenger and car rental parking lots. Improvements to the overhead lighting system will also be made as part of this project to replace the existing incandescent lighting with LED lighting, improving energy efficiency and reducing operational costs. The overall project will improve vehicle and pedestrian safety and the overall passenger experience.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The project is expected to be funded with Airport Reserves. Some elements of the project will be reimbursed through FAA funding (BIL funding) or Car Rental Facility Charges (CFCs). Some project elements will not be eligible for FAA or CFC funding and will be funded through Airport Reserves. The parking lots produce revenue for the airport and the improvements will provide investment into this ongoing revenue generating asset of the airport.

3. Describe the ranking of this request in comparison to other requests within the department.

This project has a high priority in order to improve vehicle and pedestrian safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Maintenance activities for roadways and parking lots include snow removal, crack sealing, and painting as needed.

5. Any additional comments?

This project will be planned in more detail as part of the 2023 Landside Planning Study. Project phasing and timeline will be finalized upon completion of that study and identification of funding that will be utilized for each phase. A funding plan will also be developed as part of the Planning Study.

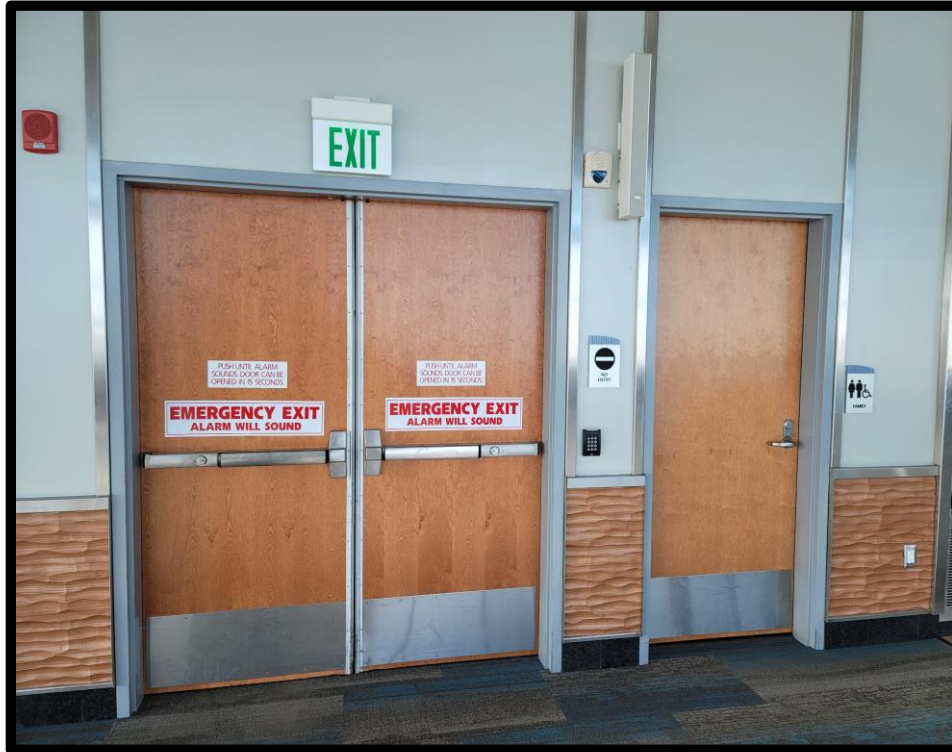


Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ 180,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ 180,000

Project Name	Terminal Security Door Repairs
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	85



Estimated Funding Sources

	Amount
Federal Funds	\$ 171,000
State Funds	4,500
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	4,500
Total Project	\$ 180,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	10
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20
85 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The project includes repairs to several terminal security doors. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through state (NDAC - 90%) The City of Minot's local share (10%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project as it supports required security measures.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Project Name	T-Hangar Replacement
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	90

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000



Estimated Funding Sources

	Amount
Federal Funds	\$ 1,710,000
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	90,000
Total Project	\$ 1,800,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	15
Revenue Generation and Cost Reduction Capability	20
Constraints and Considerations	20
90 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The existing 10-unit T hangar that is owned by the airport is beyond its useful life. Replacement with a new t-hangar will better meet user needs and increase revenue of the airport. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 95%) grants. The City of Minot's local share (5%) will come from airport cash reserves. Federal funding for revenue producing projects like this is only available through the infrastructure bill (AIG/BIL) funding and provides a unique opportunity to receive funding for this project.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2026 through 2030, as it takes advantage of a unique and short-term funding opportunity and replaces hangars that are far beyond their useful life.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Project Name	Crack Seal & Painting
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	90

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	Construction	—	—	—	
Capital Outlay	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000

Insert Project Map

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	37,500
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	37,500
Total Project	\$ 75,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20
90 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project includes the crack sealing and repainting of airport pavement. Crack sealing is necessary to maintain airport pavement until the end of its useful life. Crack sealing happens every few years to prevent larger cracking and deterioration. Consultant services will be required for the bidding, construction observation/inspection/administration, and grant closeout purposes. There are no service impacts expected to airport users. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated the project will be funded through state (NDAC - 50%) grants and the City of Minot's local shares (50%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project, as it will correct poor pavement condition and increase airfield safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Minimal operations and maintenance activities will be required outside of typical pavement maintenance strategies, such as crack sealing.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	Purchase	—	—	—	
Capital Outlay	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000

Project Name	Mower Attachment
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	95



Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	67,500
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	7,500
Total Project	\$ 75,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	20
Constraints and Considerations	20

95 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project includes acquisition of a mower attachment for the SRE being purchased this year. Consultant services will be needed to provide design and specifications of new FAA approved equipment and to provide related administrative services such as advertising, bidding, contracting, and grant closeout reports.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through state (NDAC - 90%) grants. The City of Minot's local share (10%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

As equipment ages it becomes more unreliable and costlier to maintain. If the existing mower were to become inoperable, there would be significant impacts to mowing operations at the airport and, therefore, to revenue generating activities that take place.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Preventative maintenance is required and conducted on all airport vehicles at regularly scheduled intervals by Airport Operations. Corrective maintenance is conducted as needed by Airport Operations and in conjunction with City Shop employees.

5. Any additional comments?

The FAA provides guidance to airports for determining the amount of snow removal equipment needed based on clearance standards and priority area square yardage. These calculations are required to be submitted in grant applications as justification. With expansions to the Commercial and Cargo Aprons, this equipment is needed to account for increase snow removal areas.



Capital Improvement Plan

Estimated Project Costs

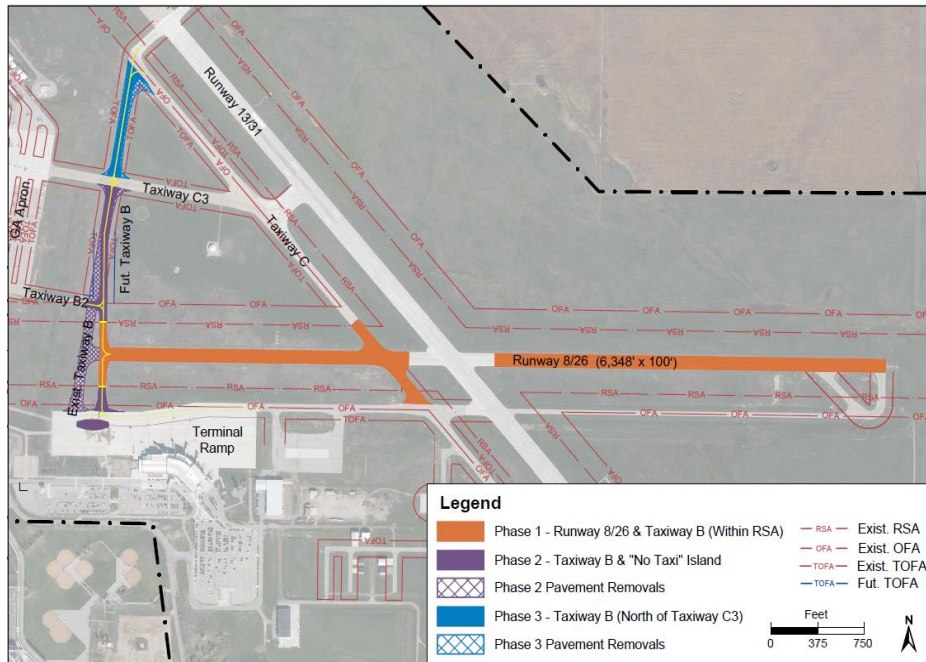
Project Status
Capital Outlay
Personnel Costs
Operation Costs
Total Project

	2026	2027	2028	2029	2030	Total 5-Year Costs
	—	Construction	—	—	—	
		\$ 2,500,000	\$ -	\$ -	\$ -	\$ 2,500,000
	-	-	-	-	-	-
	-	-	-	-	-	-
	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 2,500,000

Project Name
Project Fund
Department
Project Number
Priority
Scoring

RW 8-26, TW B Phase III
Airport (Fund 110)
Airport
N/A

90



Estimated Funding Sources

	Amount
Federal Funds	\$ 2,250,000
State Funds	125,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	125,000
Total Project	\$ 2,500,000

Project Scoring

Department: Airport

	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20

90 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The intersection of TW B and RW 8 does not meet FAA design standards. The pavement must be reconfigured in order to be compliant. Because significant pavement work will be required, and because RW 8-26 is due for pavement rehabilitation, the taxiway reconfiguration and runway rehab will be designed simultaneously for a more holistic approach. Additionally, shifts to the runway and taxiway intersection will require changes to the commercial apron as well as obstruction removal, which will also be designed as part of this project. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 90%), and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash reserves.
FAA Discretionary funds will be sought for this project.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for 2027, as it will correct poor pavement condition and airfield lighting improvements.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Maintenance activities for runways and taxiways include snow removal, crack sealing, and painting as needed. Inspections of pavement, lighting, signage, and markings are conducted on a daily basis per FAA requirements.

5. Any additional comments?

The combination of projects - taxiway reconfiguration, displaced threshold removal, runway rehab, obstruction removal, and apron expansion - are the result of multiple studies and recommendations from various entities and projects including the airport Master Plan Update, state sponsored pavement studies, a special Safety Risk Management (SRM) initiative, and annual Runway Safety Action Team (RSAT) meetings. The project elements and phasing will be determined during the ongoing Phase 1 Design Alternatives Study.
Depending on the results of the study and availability of funding, project costs associated with each phase may change.



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	Purchase	—	—	—	
Capital Outlay	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000



Project Name	SRE Replacement - Small Loader w/ Blower
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	95

Estimated Funding Sources

	Amount
Federal Funds	\$ 450,000
State Funds	25,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	25,000
Other (specify)	-
Total Project	\$ 500,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	20
Constraints and Considerations	20
95 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project will replace existing airport snow removal equipment that has reached its useful life. The specific piece to be replaced will be determined closer to the year of replacement based on equipment condition and priorities. At this time it is planned to be a loader with a blower attachment. Per FAA standards, adequate snow removal equipment is required for snow and ice control at airports. For MOT, the clearance standard is one half hour to clear one inch of snow in all Priority 1 areas. Priority 1 areas include RW 13-31, Commercial Apron, ARFF station and Apron, and Taxiways. Consultant services will be needed to provide design and specifications of new FAA approved equipment and to provide related administrative services such as advertising, bidding, contracting, and grant closeout reports.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash reserves. The project will use FAA entitlement funding,

3. Describe the ranking of this request in comparison to other requests within the department.

As equipment ages it becomes more unreliable and costlier to maintain. If the existing loader were to become inoperable, there would be significant impacts to snow removal operations at the airport and, therefore, to revenue generating activities that take place.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Preventative maintenance is required and conducted on all airport vehicles at regularly scheduled intervals by Airport Operations. Corrective maintenance is conducted as needed by Airport Operations and in conjunction with City Shop employees.

5. Any additional comments?

The FAA provides guidance to airports for determining the amount of snow removal equipment needed based on clearance standards and priority area square yardage. These calculations are required to be submitted in grant applications as justification. With expansions to the Commercial and Cargo Aprons, this equipment is needed to account for increase snow removal areas.



Capital Improvement Plan

Project Name	Master Plan/ALP Update
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	95

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Preliminary	—	—	
Capital Outlay	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ 800,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ 800,000

Insert Project Map

Estimated Funding Sources

	Amount
Federal Funds	\$ 720,000
State Funds	40,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	40,000
Total Project	\$ 800,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	20
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20
95 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The FAA recommends the airport update the Master Plan and ALP every 10-15 years to address and acknowledge the changes in aviation activity at the airport and to reevaluate the previous planning study to see if it meets the current aviation trends. The master plan and FAA-approved ALP must meet FAA advisory circular requirements and identified the airport's future needs. An updated ALP is required to be eligible for federal funding opportunities.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2026 through 2030, as it will ensure eligibility for federal funding opportunities in the future, and will justify and sequence any future maintenance and development projects.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

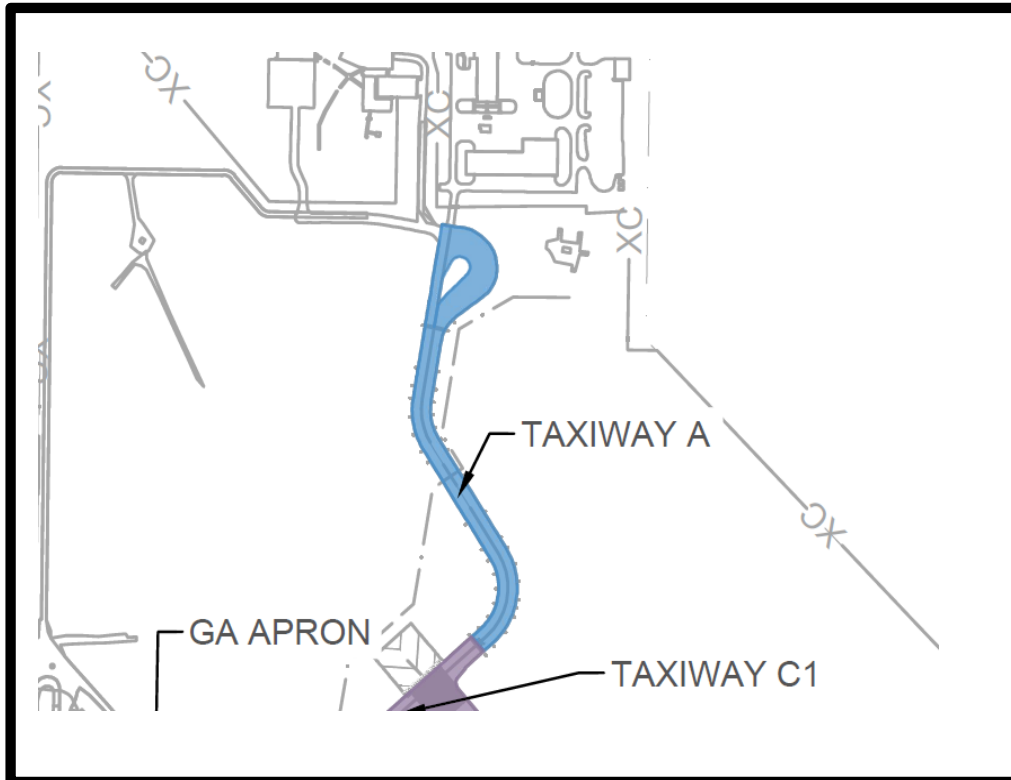


Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Construction	—	—	
Capital Outlay	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ 600,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ 600,000

Project Name	Taxiway A Reconstruction
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	90



Estimated Funding Sources

	Amount
Federal Funds	\$ 540,000
State Funds	30,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	30,000
Total Project	\$ 600,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20
90 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Taxiway A is reaching the end of its useful life and requires reconstruction. This taxiway provides access to the Air Museum. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2026 through 2030, as it will correct poor pavement condition and increase airfield safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Construction	—	—	
Capital Outlay	\$ -	\$ -	\$ 6,200,000	\$ -	\$ -	\$ 6,200,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 6,200,000	\$ -	\$ -	\$ 6,200,000

Project Name	Taxiway D Reconstruction & Widening
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	90



Estimated Funding Sources

	Amount
Federal Funds	\$ 4,650,000
State Funds	775,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	775,000
Total Project	\$ 6,200,000

Project Scoring

Department: Airport

	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20

90 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Taxiway D is reaching the end of its useful life and requires reconstruction. Additionally, the taxiway is not wide enough to accommodate the larger, commercial aircraft that operate on Runway 8/26. Widening the taxiway to accommodate these aircraft will be accomplished as part of this project. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal and state grants. However, widening the taxiway is not eligible for federal funding. The rates shown above are an estimate of funding eligibility. The City of Minot's local share will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2026 through 2030, as it will correct poor pavement condition and increase airfield safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

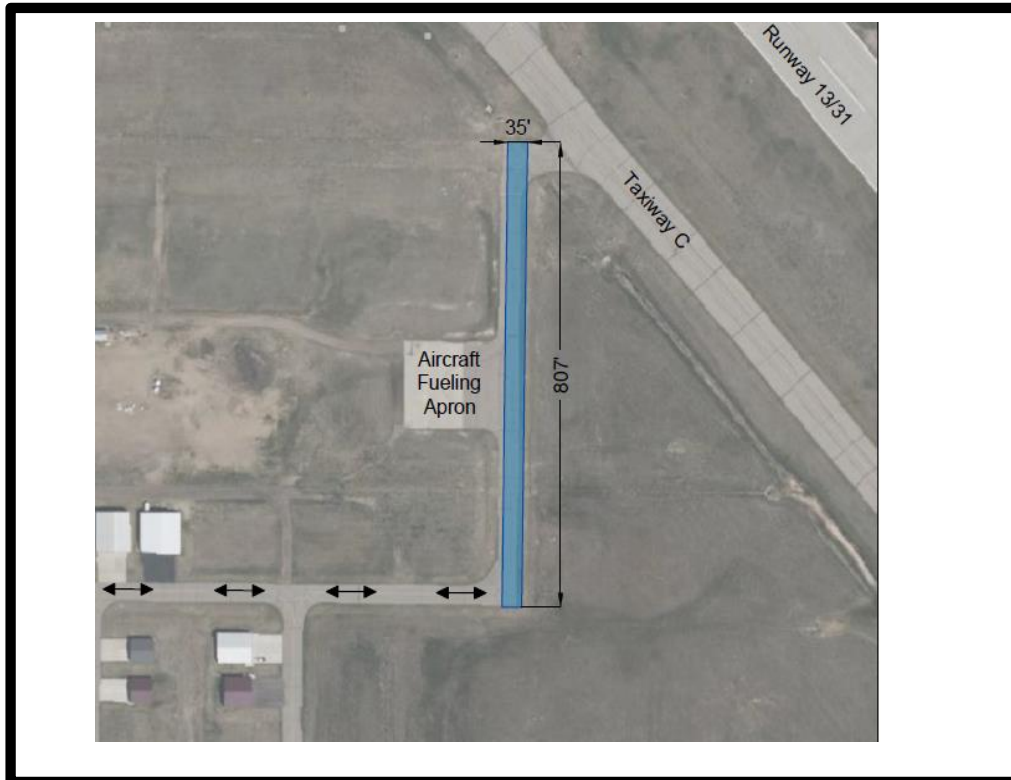


Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Construction	—	—	
Capital Outlay	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000

Project Name	Taxiway F Reconstruction
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N /A
Priority	
Scoring	90



Estimated Funding Sources

	Amount
Federal Funds	\$ 180,000
State Funds	10,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	10,000
Total Project	\$ 200,000

Project Scoring

Department: Airport

	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20

90 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Taxiway F is reaching the end of its useful life and requires reconstruction. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2026 through 2030, as it will correct poor pavement condition and increase airfield safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Preliminary	—	—	
Capital Outlay			\$ 100,000	\$ -	\$ -	\$ 100,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000

Insert Project Map

Project Name	Wildlife Hazard Management Plan (WHMP) Update
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	95

Estimated Funding Sources

	Amount
Federal Funds	\$ 90,000
State Funds	5,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	5,000
Total Project	\$ 100,000

Project Scoring

Department: Airport

	Score
Funding Eligibility	20
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20
95 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

MOT is required by the FAA to conduct a wildlife hazard assessment and to maintain a wildlife hazard management plan (WHMP). It is recommended that the airport complete a new WHMP every 10 years to assess the existing conditions and to update the recommendations to reduce wildlife hazards. The previous WHMP was completed in 2016.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 90%), and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project, as it will identify any safety risks associated with wildlife hazards at the airport. The plan developed will be critical to protect the safety of the users of the airport and the investments on the airfield.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

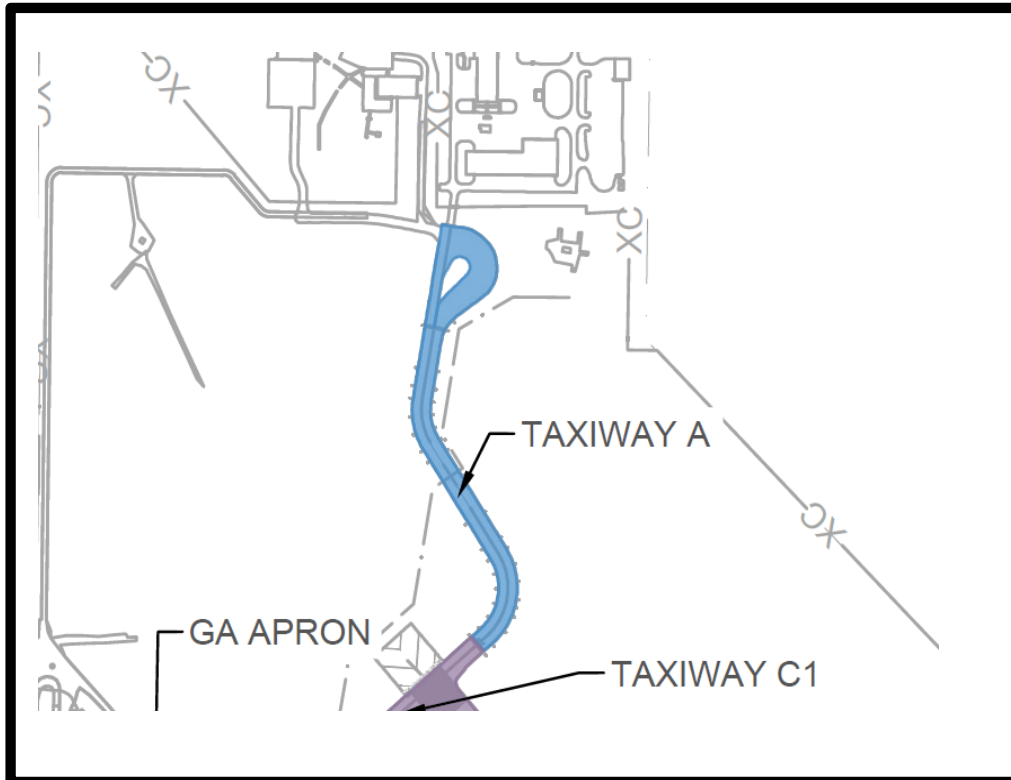


Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	Construction	—	
Capital Outlay	\$ -	\$ -	\$ -	\$ 600,000	\$ -	\$ 600,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ 600,000	\$ -	\$ 600,000

Project Name	Taxiway A Reconstruction
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	90



Estimated Funding Sources

	Amount
Federal Funds	\$ 540,000
State Funds	30,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	30,000
Total Project	\$ 600,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20
90 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Taxiway A is reaching the end of its useful life and requires reconstruction. This taxiway provides access to the Air Museum. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2026 through 2030, as it will correct poor pavement condition and increase airfield safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	Construction	—	
Capital Outlay	\$ -	\$ -	\$ -	\$ 6,200,000	\$ -	\$ 6,200,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ 6,200,000	\$ -	\$ 6,200,000

Project Name	Taxiway D Reconstruction & Widening
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Priority	
Scoring	90



Estimated Funding Sources

	Amount
Federal Funds	\$ 4,650,000
State Funds	775,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	775,000
Total Project	\$ 6,200,000

Project Scoring

Department: Airport

	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20

90 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Taxiway D is reaching the end of its useful life and requires reconstruction. Additionally, the taxiway is not wide enough to accommodate the larger, commercial aircraft that operate on Runway 8/26. Widening the taxiway to accommodate these aircraft will be accomplished as part of this project. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal and state grants. However, widening the taxiway is not eligible for federal funding. The rates shown above are an estimate of funding eligibility. The City of Minot's local share will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2026 through 2030, as it will correct poor pavement condition and increase airfield safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

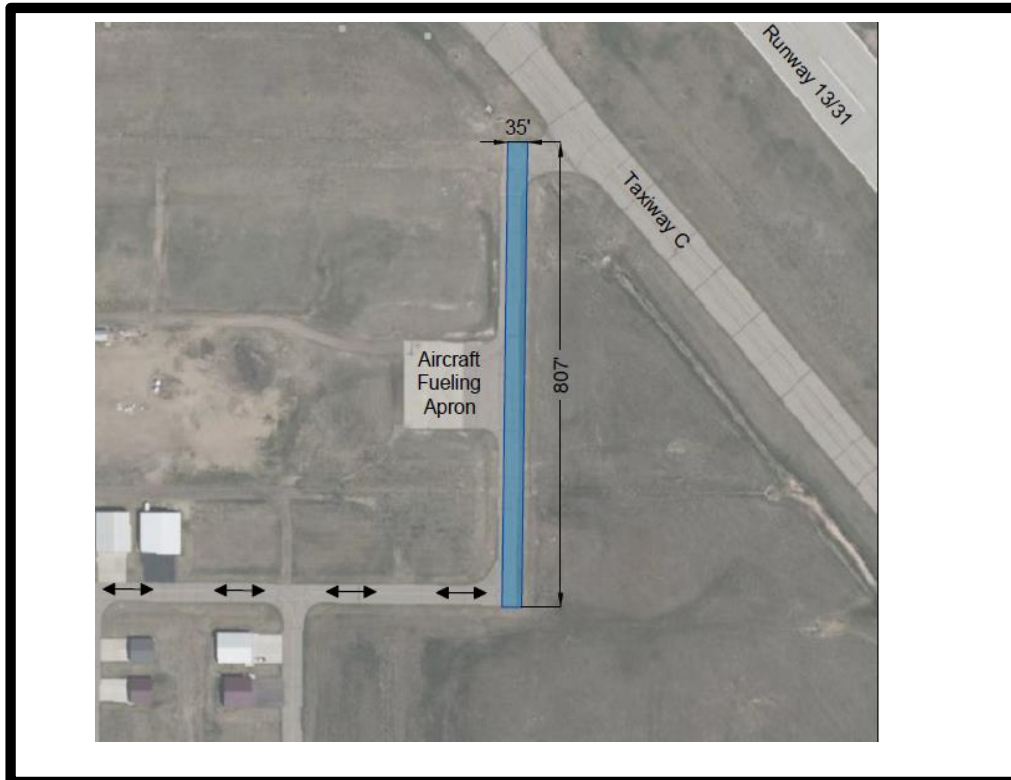


Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	—	Construction	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000

Project Name	Taxiway F Reconstruction
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N /A
Priority	
Scoring	90



Estimated Funding Sources

	Amount
Federal Funds	\$ 180,000
State Funds	10,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	10,000
Total Project	\$ 200,000

Project Scoring

Department:	Airport
	Score
Funding Eligibility	15
Facility Requirements	20
Safety and Security	20
Revenue Generation and Cost Reduction Capability	15
Constraints and Considerations	20
90 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Taxiway F is reaching the end of its useful life and requires reconstruction. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2026 through 2030, as it will correct poor pavement condition and increase airfield safety.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

Appendix B – Engineering Worksheets



Capital Improvement Plan
Department Summary

Department: Engineering

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Traffic Signal Highway Safety Improvement	E-1	1	95	2026	2026	\$ 1,608,603
16th St SW Interchange Rehabilitation	E-2	2	90	2026	2027	7,330,000
Traffic Signal Replacements	E-3	3	88	2025	2029	4,353,000
2028 Highway Safety Improvement	E-4	4	86	2028	2028	83,600
16th St SW Reconstruction Phase 2	E-5	5	84	2026	2028	12,876,400
3rd St Bridge Replacement	E-6	6	83	2026	2026	1,500,000
Broadway ADA Ramp Improvements	E-7	7	83	2028	2028	880,000
South Broadway Reconstruction	E-8	8	83	2030	2030	45,473,026
16th Avenue SE Sidewalk	E-9	9	80	2027	2028	359,000
11th Avenue SE Sidewalk	E-10	10	80	2028	2029	1,038,000
North Broadway Airport Street Lighting District	E-11	11	80	2028	2029	350,000
3rd St E and Central Ave Reconstruction	E-12	12	79	2027	2029	21,860,000
Lewis & Clark/Bel Air SRTS	E-13	13	76	2025	2026	1,816,000
21st Avenue NW Sidewalk Phase 1	E-14	14	75	2025	2026	392,000
Hiawatha Street Slope Stability	E-15	15	63	2028	2029	2,559,000
Street Light Feed Point Replacement	E-16	16	63	2025	2030	300,000
Anne Street Bridge	E-17	17	62	2027	2030	8,450,000
Eastwood Park Bridge Rehabilitation	E-18	18	59	2026	2028	760,000
Street Light LED Conversion	E-19	19	56	2025	2030	625,000
17th and 18th Ave SE Extensions	E-20	20	49	2029	2030	1,010,000
City Hall Site Improvements	E-21	21	48	2028	2029	1,118,000
2nd Avenue and Main Street Pocket Park	E-22	22	45	2029	2030	639,000
Department Total						\$ 115,380,629

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Traffic Signal Highway Safety Improvement	E-1	\$ 1,608,603	\$ -	\$ -	\$ -	\$ -
16th St SW Interchange Rehabilitation	E-2	7,000,000	330,000	-	-	-
Traffic Signal Replacements	E-3	805,000	841,000	867,000	898,000	942,000
2028 Highway Safety Improvement	E-4	-	-	83,600	-	-
16th St SW Reconstruction Phase 2	E-5	2,000,000	-	10,876,400	-	-
3rd St Bridge Replacement	E-6	1,500,000	-	-	-	-
Broadway ADA Ramp Improvements	E-7	-	-	880,000	-	-
South Broadway Reconstruction	E-8	-	-	-	-	45,473,026
16th Avenue SE Sidewalk	E-9	-	41,000	318,000	-	-
11th Avenue SE Sidewalk	E-10	-	-	118,000	920,000	-
North Broadway Airport Street Lighting District	E-11	-	-	40,000	310,000	-
3rd St E and Central Ave Reconstruction	E-12	-	11,548,000	-	10,312,000	-
Lewis & Clark/Bel Air SRTS	E-13	1,816,000	-	-	-	-
21st Avenue NW Sidewalk Phase 1	E-14	392,000	-	-	-	-
Hiawatha Street Slope Stability	E-15	-	-	738,000	1,821,000	-
Street Light Feed Point Replacement	E-16	50,000	55,000	60,000	65,000	70,000
Anne Street Bridge	E-17	-	950,000	-	-	7,500,000
Eastwood Park Bridge Rehabilitation	E-18	100,000	-	660,000	-	-
Street Light LED Conversion	E-19	125,000	125,000	125,000	125,000	125,000
17th and 18th Ave SE Extensions	E-20	-	-	-	110,000	900,000
City Hall Site Improvements	E-21	-	-	145,000	973,000	-
2nd Avenue and Main Street Pocket Park	E-22	-	-	73,000	-	566,000
Department Total		\$ 15,396,603	\$ 13,890,000	\$ 14,911,000	\$ 15,607,000	\$ 55,576,026

Funding Sources:	
Federal Funds	\$ 69,141,098
State Funds	22,247,964
Local: Sales Tax	12,104,067
Local: Tax Levy	-
Local: Special Assessments	1,237,500
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	10,650,000
Department Total	\$ 115,380,629

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ 7,408,906	\$ 5,825,000	\$ 6,251,550	\$ 4,600,000	\$ 45,055,642
State Funds	2,400,000	4,874,000	2,826,580	6,430,000	5,717,384
Local: Sales Tax	5,587,697	1,117,000	1,532,870	2,163,500	1,703,000
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	337,500	900,000
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	-	2,074,000	4,300,000	2,076,000	2,200,000
Department Total	\$ 15,396,603	\$ 13,890,000	\$ 14,911,000	\$ 15,607,000	\$ 55,576,026

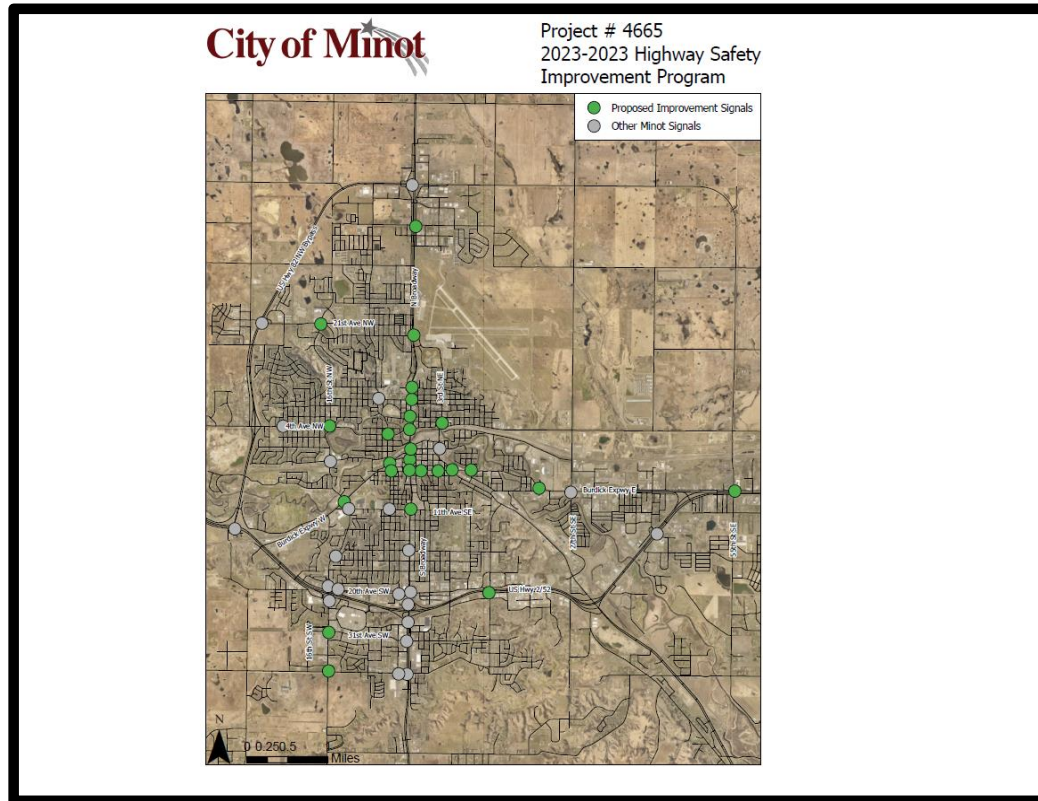


Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Operation	Operation	Operation	Operation	
Capital Outlay	\$ 1,608,603	\$ -	\$ -	\$ -	\$ -	\$ 1,608,603
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 1,608,603	\$ -	\$ -	\$ -	\$ -	\$ 1,608,603

Project Name	Traffic Signal Highway Safety Improvement
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	4665
Priority	E-1
Scoring	95



Estimated Funding Sources

	Amount
Federal Funds	\$ 1,296,162
State Funds	-
Local: Sales Tax	312,441
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 1,608,603

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	20
Replacement of Critical Infrastructure	18
Safety Improvement	20
Classification of the Roadway	19
Project Feasibility	18

95 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The 2023-2026 Highway Safety Improvement Program project consists of flashing yellow arrow, pedestrian countdown timers, accessible pedestrian pushbuttons on dynamic no-turn on red signs. The project is being designed and managed by the NDDOT.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Overall, the proposed project would utilize a combination of Federal, State and Local funds. The local funds would utilize Sales Tax Infrastructure funds in the anticipated amount of \$312,441.00.

3. Describe the ranking of this request in comparison to other requests within the department.

The project ranks high as it impacts each scoring criteria. The project is programed in the NDDOT's State Transportation Improvement Plan for 2026 construction.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

The request adds signal related equipment on to the existing City of Minot signal system network. Continued maintenance will be needed by the Traffic Department.

5. Any additional comments?

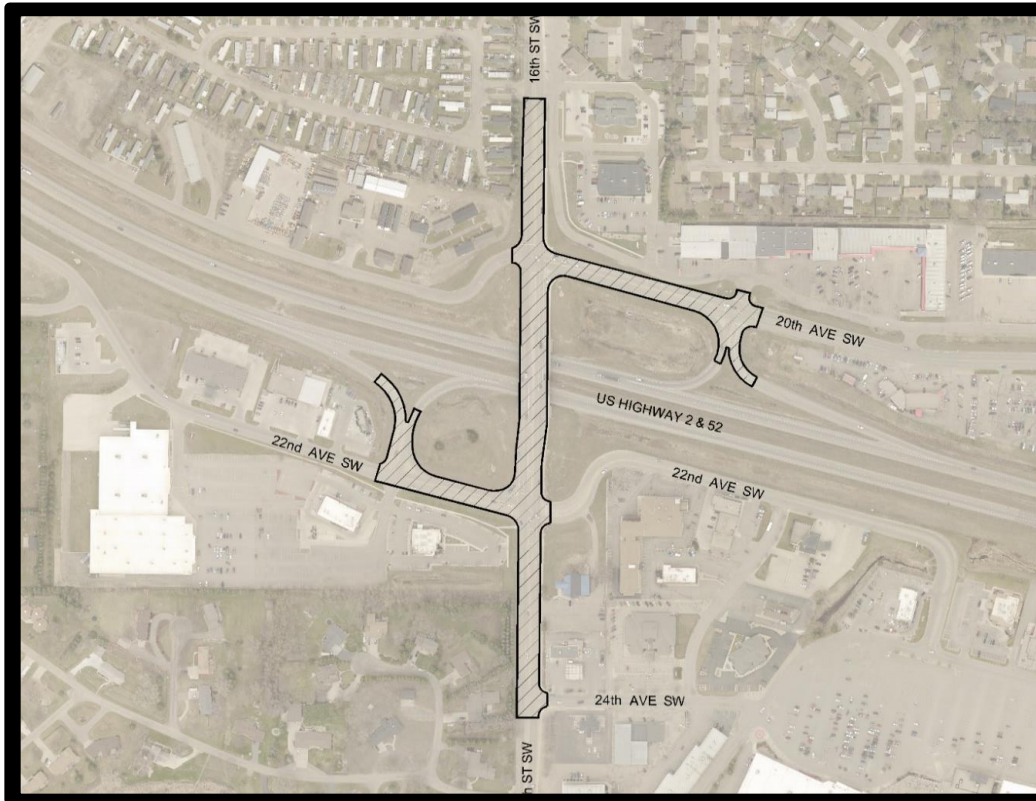
The 2023-2026 NDDOT HSIP project consists of four systematic safety improvements. Studies have shown that each improvement either reduces crash frequency or increases safety for pedestrians and bicyclists. The current implementation year is 2026.



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Operation	Operation	Operation	
Capital Outlay	\$ 7,000,000	\$ 330,000	\$ -	\$ -	\$ -	\$ 7,330,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 7,000,000	\$ 330,000	\$ -	\$ -	\$ -	\$ 7,330,000



Project Name	16th St SW Interchange Rehabilitation
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	4753
Priority	E-2
Scoring	90

Estimated Funding Sources

	Amount
Federal Funds	\$ 3,900,359
State Funds	-
Local: Sales Tax	3,429,641
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 7,330,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	20
Replacement of Critical Infrastructure	20
Safety Improvement	15
Classification of the Roadway	15
Project Feasibility	20

90 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The 16th St SW Interchange over US 2/52 was built in the late 1980s and is in need to maintenance. The project will include bridge approach slab replacements, a deck overlay, the replacement of three traffic signals, diamond grinding the pavement, and correcting the offset left turn lanes to the extent possible. A separate NDDOT bridge painting project will also paint the structure in 2027.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The City has requested federal funds for this project which will be dedicated at 80% project cost up to the federal cap of \$3,625,359. The City's 20% cost share and amount over the cap will come from Hub City funding. The city will pay for 100% of the engineering cost using HUB City revenues.

3. Describe the ranking of this request in comparison to other requests within the department.

This project scores high due to the availability of federal funding and the classification of the roadway. The interchange must be kept in good condition due to the amount of traffic that it carries.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

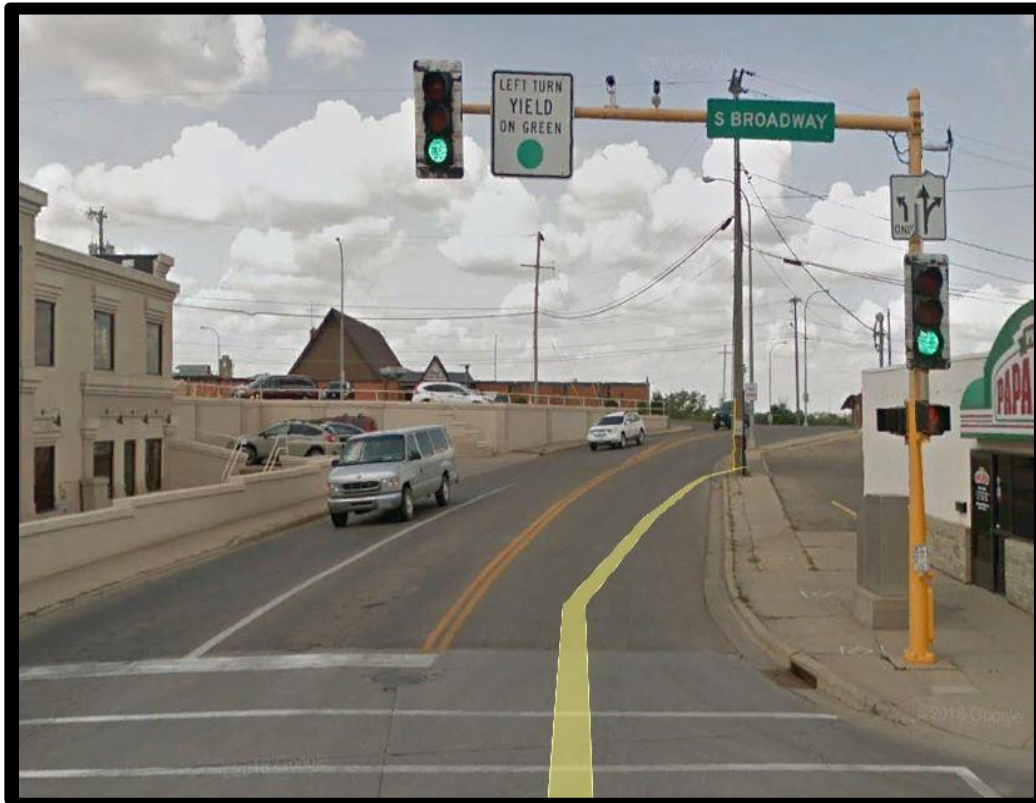
This project's design is complete and is awaiting federal funding.



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	\$ 805,000	\$ 841,000	\$ 867,000	\$ 898,000	\$ 942,000	\$ 4,353,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 805,000	\$ 841,000	\$ 867,000	\$ 898,000	\$ 942,000	\$ 4,353,000



Project Name	Traffic Signal Replacements
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-3
Scoring	88

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	4,353,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 4,353,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	10
Replacement of Critical Infrastructure	20
Safety Improvement	20
Classification of the Roadway	18
Project Feasibility	20

88 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Several traffic signals in Minot are beyond their typical service life and are in need of replacement. Improvements range from replacing poles and mast arms to upgrading signal cabinets, detection cameras, and battery backup systems.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The project is funded by sales tax improvements.

3. Describe the ranking of this request in comparison to other requests within the department.

This project ranks very high in the engineering department due to the need for replacement of critical infrastructure, safety to the motoring public, and classification of the roadways.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Ongoing signal maintenance will not change.

5. Any additional comments?

Staff has combined the signal pole and mast arm, traffic signal cabinet, and battery backup CIP projects into one project for simplicity. The CIP project will fund multiple improvements each year as before.

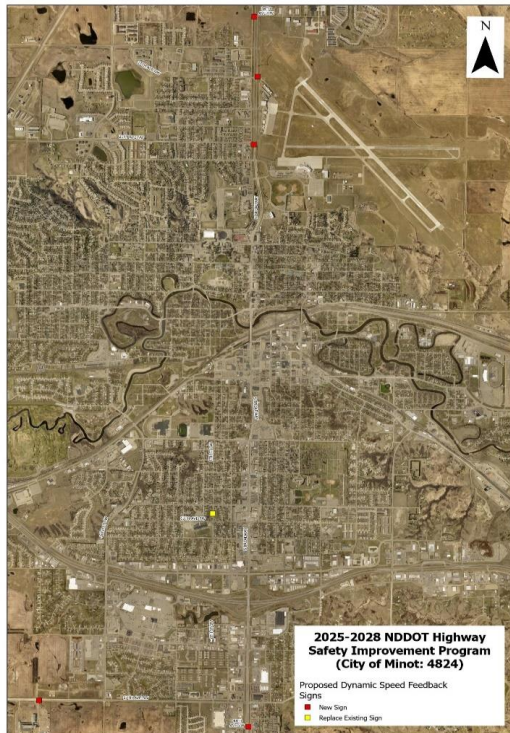


Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Preliminary	Design	Construction	Operation	Operation	
Capital Outlay	\$ -	\$ -	\$ 83,600	\$ -	\$ -	\$ 83,600
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 83,600	\$ -	\$ -	\$ 83,600

Project Name	2028 Highway Safety Improvement
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-4
Scoring	86



Estimated Funding Sources

	Amount
Federal Funds	\$ 75,150
State Funds	3,580
Local: Sales Tax	4,870
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 83,600

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	15
Replacement of Critical Infrastructure	15
Safety Improvement	20
Classification of the Roadway	18
Project Feasibility	18

86 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The proposed 2028 Highway Safety Improvement Program project is to implement six dynamic speed feedback signs throughout the City of Minot. A majority of these locations are on Broadway (US Highway 83) and are an attempt to control speed limits for vehicles entering the city.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

If awarded by the NDDOT, the majority of the funding will be state and federal. The local match will come from sales tax improvements.

3. Describe the ranking of this request in comparison to other requests within the department.

The project ranks high as it impacts each scoring criteria. The project should move forward once it is programed in the NDDOT's State Transportation Improvement Plan.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

The request adds electronic signage to the Traffic Division's inventory. Continued maintenance and future replacement will eventually be needed.

5. Any additional comments?

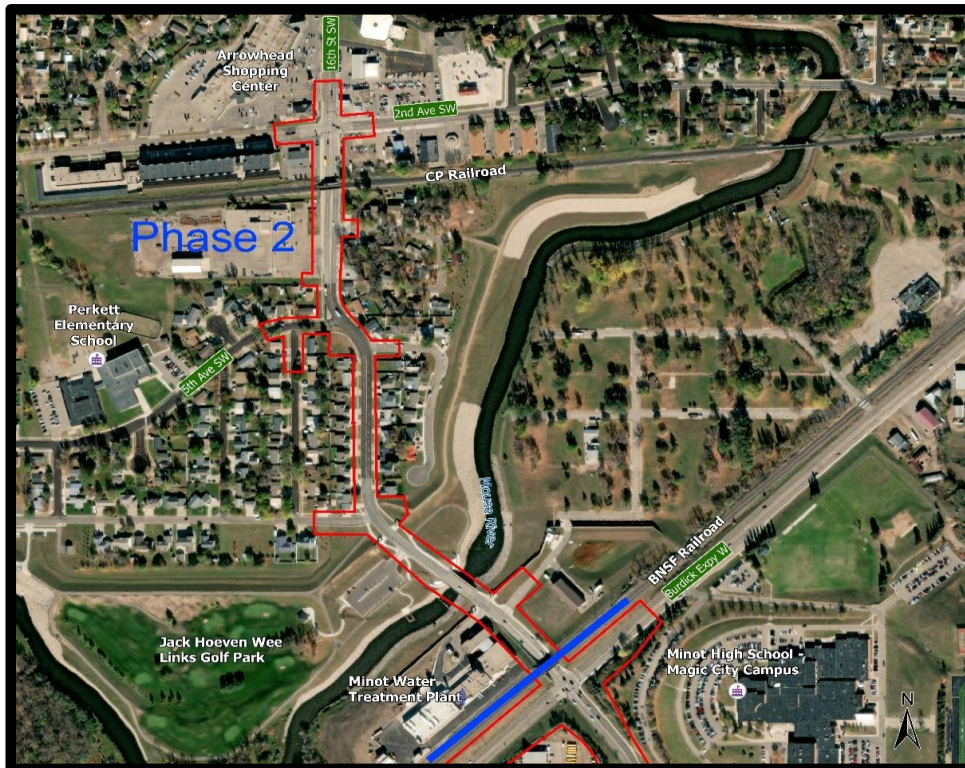
As part of the Broadway Corridor Study, speeds in excess of 10 mph over the speed limit were seen on the outskirts of the Broadway Corridor. This is correlated to an increase in crash severity rates as well as increased difficulty crossing the Broadway corridor. With the addition of dynamic speed feedback signs, it is anticipated that there will be a reduction in overall speeds and an increased conformance with posted speed limits.



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Preliminary	Design	Construction	Operation	Operation	
Capital Outlay	\$ 2,000,000	\$ -	\$ 10,876,400	\$ -	\$ -	\$ 12,876,400
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 2,000,000	\$ -	\$ 10,876,400	\$ -	\$ -	\$ 12,876,400



Project Name	16th St SW Reconstruction Phase 2
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-5
Scoring	84

Estimated Funding Sources

	Amount
Federal Funds	\$ 5,376,400
State Funds	3,200,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Water/Sewer Reserves)	4,300,000
Total Project	\$ 12,876,400

Project Scoring

Department:	Engineering
	Score
Federal/State Funding Opportunity	17
Replacement of Critical Infrastructure	18
Safety Improvement	17
Classification of the Roadway	15
Project Feasibility	17

84 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The 16th St corridor from 2nd Ave SW to Burdick Expressway SW will be reconstructed in 2028 pending programming with the NDDOT. The new section will be concrete with improved drainage. The signal at 2nd Ave will be replaced and the corridor brought up to ADA compliance. A roundabout is proposed at 5th Avenue SW and/or 7th Avenue SW depending on public input and the section will be reduced to a 3 lane section. The underground utilities will be removed and replaced.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The NDDOT will provide a significant portion of funding via the Urban Roads program. The remaining funding for the city match and engineering will come from Hub City funding and water & sewer reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This project's ranking will continue to increase in priority the closer the project comes to construction. Also, the infrastructure will continue to deteriorate over the next several years increasing its score.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

The project has been split into two phases due to increasing project costs. This is the second phase and will take place in 2028 depending on NDDOT programming.



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Preliminary	Preliminary	—	—	—	
Capital Outlay	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000



Project Name	3rd St Bridge Replacement
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-6
Scoring	83

Estimated Funding Sources

	Amount
Federal Funds	\$ 1,200,000
State Funds	300,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 1,500,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	10
Replacement of Critical Infrastructure	20
Safety Improvement	20
Classification of the Roadway	15
Project Feasibility	18

83 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The 3rd Street bridge, which was built in 1936 is showing deterioration on structural members that must be addressed soon. Staff is working to obtain federal funding to advance preliminary engineering for a bridge replacement. This will help position the city to apply for future federal funds for construction of a new bridge.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Cost share will come from Hub City Oil and Gas funding.

3. Describe the ranking of this request in comparison to other requests within the department.

This project scores high due to the critical infrastructure and safety components of the project.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

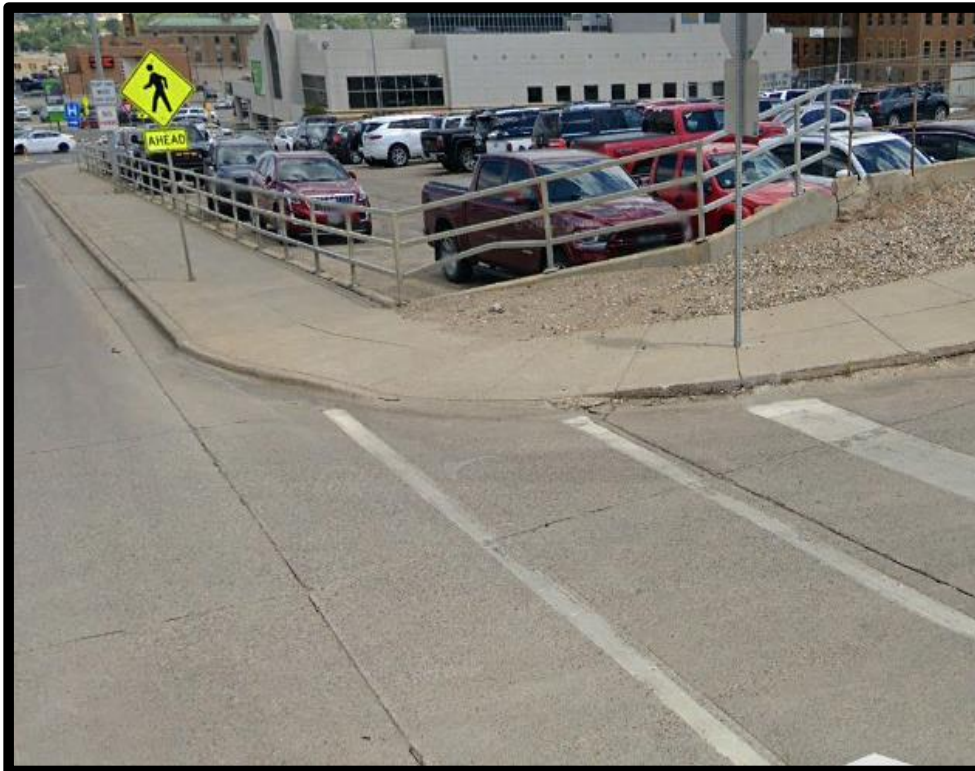
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Preliminary	Design	Construction	Operation	Operation	
Capital Outlay	\$ -	\$ -	\$ 880,000	\$ -	\$ -	\$ 880,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 880,000	\$ -	\$ -	\$ 880,000



Project Name	Broadway ADA Ramp Improvements
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-7
Scoring	83

Estimated Funding Sources

	Amount
Federal Funds	\$ 800,000
State Funds	80,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 880,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	15
Replacement of Critical Infrastructure	15
Safety Improvement	15
Classification of the Roadway	20
Project Feasibility	18

83 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The NDDOT has created a standalone ADA pedestrian ramp project along Broadway from 5th Avenue SW to 20th Avenue SW in 2028. The project will replace curb ramps to ADA compliant ramps. The NDDOT has schedule and programmed this project, so the City will only need to provide its local cost match of 10%.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

90% of the project will be federally funded through the NDDOT. The City's 10% cost share will come from State Hub City Oil & Gas funds.

3. Describe the ranking of this request in comparison to other requests within the department.

The project scores well due to the availability of federal funds on a primary arterial roadway that improves public safety related infrastructure.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Preliminary	Design	Construction	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 45,473,026	\$ 45,473,026
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ -	\$ 45,473,026	\$ 45,473,026



Project Name	South Broadway Reconstruction
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-8
Scoring	83

Estimated Funding Sources

	Amount
Federal Funds	\$ 37,555,642
State Funds	5,717,384
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	2,200,000
Total Project	\$ 45,473,026

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	10
Replacement of Critical Infrastructure	20
Safety Improvement	17
Classification of the Roadway	20
Project Feasibility	16

83 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The City has been working with the NDDOT to study the Broadway corridor for future improvements. South Broadway from 19th Avenue to the south city limits is in need of a reconstruction. As part of the Broadway reconstruction, segments of 20th, 31st, and 37th avenues will be reconstructed to correct lane geometry deficiencies and negative offsets. At this time, the improvements have been requested with preliminary engineering being placed in the 2028 program. This means a project will not start construction until 2030 at the earliest.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The NDDOT will assume 90% project costs for most segments. They will assume 80% of the cost for minor arterials and collector frontage roads. The City's cost share will come from Hub City funding and Water/Sewer Reserves.

3. Describe the ranking of this request in comparison to other requests within the department.

This is a critically important project on Minot's primary arterial roadway. When the project is programmed, the score will rise due to federal funding availability.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

Federal funding for construction has been requested, but not allocated at this time. The project will be programmed and refined in the coming years.



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Preliminary	Design	Construction	Operation	Operation	
Capital Outlay	\$ -	\$ 41,000	\$ 318,000	\$ -	\$ -	\$ 359,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 41,000	\$ 318,000	\$ -	\$ -	\$ 359,000



Project Name	16th Avenue SE Sidewalk
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-9
Scoring	80

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	359,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 359,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	10
Replacement of Critical Infrastructure	15
Safety Improvement	20
Classification of the Roadway	15
Project Feasibility	20

80 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Rosehill Cemetery was recently replatted. As a requirement by ordinance sidewalks must be installed within five years of a plat or at the time of building construction. This is a mandated project by the City's ordinances.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The improvements will be paid for by sales tax infrastructure.

3. Describe the ranking of this request in comparison to other requests within the department.

Since this is a mandated project, the scoring reflects the need for the improvement. Completing the sidewalks in this area will improve walkability in a high pedestrian area.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	Preliminary	Design	Construction	Operation	
Capital Outlay	\$ -	\$ -	\$ 118,000	\$ 920,000	\$ -	\$ 1,038,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 118,000	\$ 920,000	\$ -	\$ 1,038,000

Project Name	11th Avenue SE Sidewalk
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-10
Scoring	80



Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	1,038,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 1,038,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	10
Replacement of Critical Infrastructure	15
Safety Improvement	20
Classification of the Roadway	15
Project Feasibility	20

80 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Rosehill Cemetery was recently replatted. As a requirement by ordinance sidewalks must be installed within five years of a plat or at the time of building construction. This is a mandated project by the City's ordinances. This project will also be paired with a proposed watermain replacement along 11th Avenue SE.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The improvements will be paid for by sales tax infrastructure.

3. Describe the ranking of this request in comparison to other requests within the department.

Since this is a mandated project, the scoring reflects the need for the improvement. Completing the sidewalks in this area will improve walkability in a high pedestrian area.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Design	Construction	Operation	
Capital Outlay	\$ -	\$ -	\$ 40,000	\$ 310,000	\$ -	\$ 350,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 40,000	\$ 310,000	\$ -	\$ 350,000



Project Name	North Broadway Airport Street Lighting Distri
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-11
Scoring	80

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	122,500
Local: Tax Levy	-
Local: Special Assessments	227,500
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 350,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	5
Replacement of Critical Infrastructure	20
Safety Improvement	15
Classification of the Roadway	20
Project Feasibility	20

80 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The proposed street lighting district on North Broadway near the airport is to update a small lighting system and incorporate it with an adjacent N Broadway lighting system. Over the past twenty years, the street lighting systems adjacent to the proposed district have been replaced with modern galvanized poles. The streetlights within the street lighting district are considerably older and show significant corrosion and wear.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

65% Special Assessment
35% Sales Tax Infrastructure

3. Describe the ranking of this request in comparison to other requests within the department.

This project ranks high in the engineering department due to the need for replacement of critical infrastructure, safety to the motoring public, and classification of the roadways.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

The Traffic Division will need to perform routine streetlight maintenance, similar to existing conditions.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Design	Construction	Design	Construction	Operation	
Capital Outlay	\$ -	\$ 11,548,000	\$ -	\$ 10,312,000	\$ -	\$ 21,860,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 11,548,000	\$ -	\$ 10,312,000	\$ -	\$ 21,860,000

Project Name	3rd St E and Central Ave Reconstruction
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-12
Scoring	79



Estimated Funding Sources

	Amount
Federal Funds	\$ 9,200,000
State Funds	8,792,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Water/Sewer Reserves)	3,868,000
Total Project	\$ 21,860,000

Project Scoring

Department:	Engineering
	Score
Federal/State Funding Opportunity	17
Replacement of Critical Infrastructure	18
Safety Improvement	12
Classification of the Roadway	15
Project Feasibility	17

79 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The Project will consist of a full reconstruction similar to the downtown reconstruction. All utilities, streets, sidewalks, signals, and lighting will be replaced. Aesthetic elements such as stamped and colored concrete, festoon street lighting, and other amenities will be included. The project will start at the south end of the 3rd St viaduct and continue south to 5th Ave SE and would also include Central Ave from 3rd St to 4th St. Due to federal funding availability, the project is being split into two phases. Phase 1 is north of Front Street and Phase 2 is south of Front Street and will be constructed in 2027

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The project will be funded in part by federal funds allocated by the NDDOT through the Urban Grant Program. The utility portion will be funded with Water/Sewer Reserve funds and the street portion will be funded with Hub City Oil & Gas funding.

3. Describe the ranking of this request in comparison to other requests within the department.

The project will continue to increase in rank as time passes and federal funds become available. This will be a significant project and will be the capstone of the downtown reconstruction project.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Operation	Operation	Operation	Operation	
Capital Outlay	\$ 1,816,000	\$ -	\$ -	\$ -	\$ -	\$ 1,816,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 1,816,000	\$ -	\$ -	\$ -	\$ -	\$ 1,816,000

Project Name	Lewis & Clark/Bel Air SRTS
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-13
Scoring	76



Estimated Funding Sources

	Amount
Federal Funds	\$ 1,287,385
State Funds	-
Local: Sales Tax	528,615
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 1,816,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	18
Replacement of Critical Infrastructure	15
Safety Improvement	20
Classification of the Roadway	5
Project Feasibility	18

76 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project combines two safe routes study areas into one project. Priority 12 is the area north of Lewis & Clark Elementary which has no sidewalks. Priority 20 is a segment along 7th Ave NW that will connect to new and existing sidewalks near Bel Air. Federal funds have been requested from the NDDOT and we are awaiting their award.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Easement acquisition will begin in 2025 with construction slated to take place in 2026. The easement acquisition and construction engineering will be consulted. The project design will take place in house. Local share of the project will be funded with sales tax infrastructure.

3. Describe the ranking of this request in comparison to other requests within the department.

The project receives a high safety score due to the nature of the project. Since all roads are local in classification, it does not score as high as other projects.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Operation	Operation	Operation	Operation	
Capital Outlay	\$ 392,000	\$ -	\$ -	\$ -	\$ -	\$ 392,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 392,000	\$ -	\$ -	\$ -	\$ -	\$ 392,000

Project Name	21st Avenue NW Sidewalk Phase 1
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-14
Scoring	75

Estimated Funding Sources

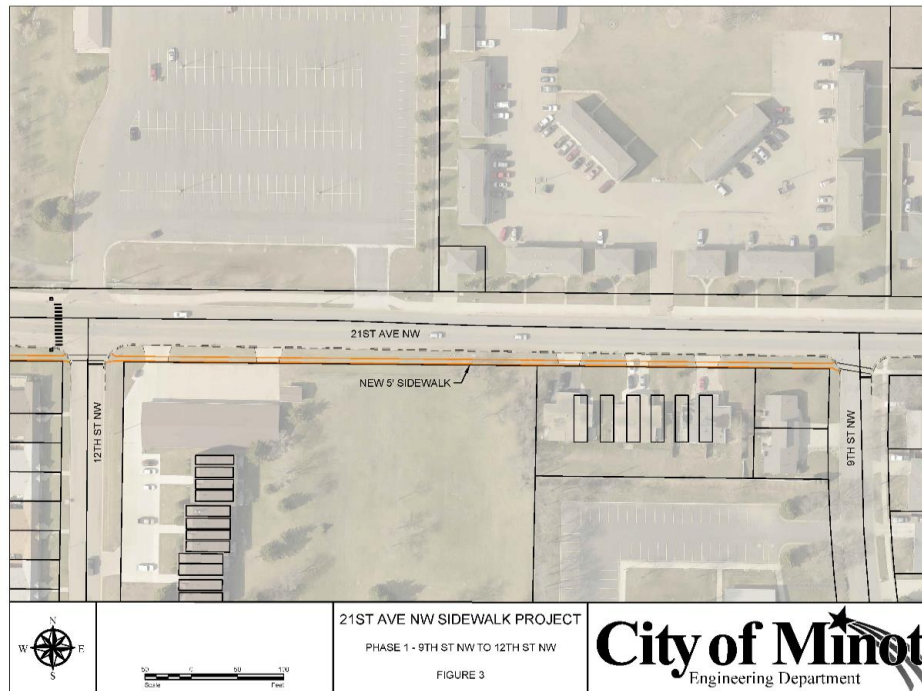
	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	392,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 392,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	10
Replacement of Critical Infrastructure	10
Safety Improvement	20
Classification of the Roadway	15
Project Feasibility	20

75 /100



Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

21st Avenue NW near the Optimist Soccer Complex lacks sidewalks on the south side of the avenue from 9th Street west to Lakeside Drive. Staff has reviewed the feasibility to install sidewalks in the missing section and has developed a phasing plan for the improvements. Phase 1 would install a sidewalk from 9th Street west to 12th Street. A RRFB would also be installed at 12th Street in order for pedestrians to have a safe crossing area. The Minot Park District and Minot Public Schools have expressed interest in helping to fund a portion of phase 1. Staff will coordinate the design and funding with those team members.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Funding for the improvements will come from sales tax infrastructure.

3. Describe the ranking of this request in comparison to other requests within the department.

The project scores high from a safety and feasibility standpoint.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Project Name	Hiawatha Street Slope Stability
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-15
Scoring	63

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Design	Construction	Operation	
Capital Outlay	\$ -	\$ -	\$ 738,000	\$ 1,821,000	\$ -	\$ 2,559,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 738,000	\$ 1,821,000	\$ -	\$ 2,559,000



Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	2,277,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	282,000
Total Project	\$ 2,559,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	0
Replacement of Critical Infrastructure	20
Safety Improvement	20
Classification of the Roadway	5
Project Feasibility	18

63 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The west hillside along Hiawatha from 11th Avenue SE to approximately 9th Avenue SE is eroding and has the potential to slide. In addition, there is no sidewalk on the west side and sidewalk stops halfway up the hill on the east side. The project would involve acquiring property and easements on the west side of Hiawatha Street and slope the hill back to a safe slope. This option is likely cheaper than a retaining wall, which would still require the purchase of one home.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Funding will come from Hub City Oil & Gas funds and water/sewer reserves for the utility relocations.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is a high safety priority, but loses points due to lack of federal funding and not being on an arterial roadway.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

Engineering recommends a geotechnical engineer study this slope soon to see what, if any, improvements need to happen. This may accelerate, delay, or cancel this project.



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	\$ 50,000	\$ 55,000	\$ 60,000	\$ 65,000	\$ 70,000	\$ 300,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 50,000	\$ 55,000	\$ 60,000	\$ 65,000	\$ 70,000	\$ 300,000



Project Name	Street Light Feed Point Replacement
Project Fund	Capital Equipment (Fund 420)
Department	Engineering
Project Number	
Priority	E-16
Scoring	63

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	300,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 300,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	0
Replacement of Critical Infrastructure	20
Safety Improvement	15
Classification of the Roadway	10
Project Feasibility	18

63 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The feed points that power the City's street lighting system are deteriorating due to age and are in need replacement. The feed point is the electrical source for each individual lighting system. Feed points that are non-accessible and/or are past their service life will be programmed for replacement. In addition, due to the lower wattage requirement of LED systems, these funds can also be used to tie adjacent lighting systems together. Thus, eliminating some feed points and their associated maintenance and cost.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The project is funded by sales tax improvements.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is difficult to rank, as it has a high safety impact, but a low overall score due to other ranking factors. Also, this project contains feed points on arterials as well as local roads, thus leading to a lower score. However, as the system continues to age, the project will become more of a priority.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Operation and maintenance costs will decrease as system components are replaced and systems are tied together.

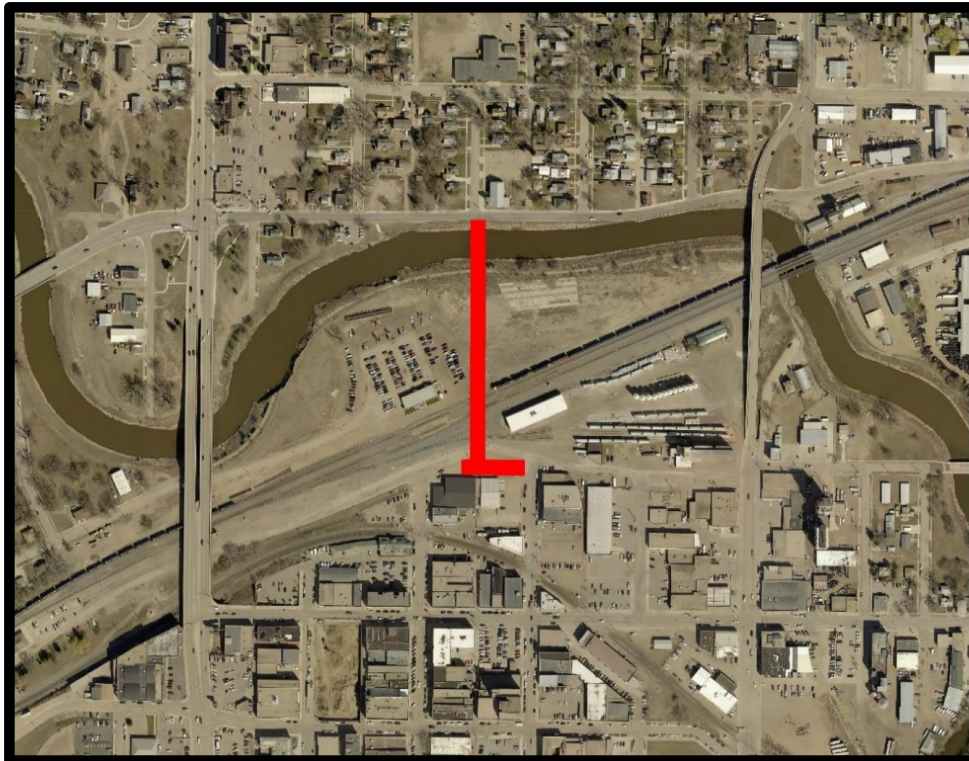
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	—	—	—
Capital Outlay	\$ -	\$ 950,000	\$ -	\$ -	\$ 7,500,000	\$ 8,450,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 950,000	\$ -	\$ -	\$ 7,500,000	\$ 8,450,000



Project Name	Anne Street Bridge
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-17
Scoring	62

Estimated Funding Sources

	Amount
Federal Funds	\$ 8,450,000
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 8,450,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	10
Replacement of Critical Infrastructure	15
Safety Improvement	20
Classification of the Roadway	5
Project Feasibility	12

62 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The existing Anne Street Bridge will be demolished soon to make way for flood control phase MI-6. Council has requested that a replacement bridge stay in the capital improvement plan as a way to show community interest in the project. Several projects are planned in this area over the next few years, so any construction for a replacement bridge could not start until 2028. Engineering is planned to start in 2027 if funding becomes available. This project will likely compete for any federal funding needed for the 3rd Street Bridge Replacement.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

It was staff's understanding that the project was to be funded with non-city funding sources. Staff has placed a federal fund placeholder in the CIP to fund this project. Staff continues to look for federal aid to fund the project. It is unlikely a 100% federal grant exists for the construction portion of the project.

3. Describe the ranking of this request in comparison to other requests within the department.

The project has a high safety score due to the fact the bridge must be closed. Other engineering ranking factors score on the low to medium priority side of the ranking.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Preliminary	—	Construction	Operation	Operation	
Capital Outlay	\$ 100,000	\$ -	\$ 660,000	\$ -	\$ -	\$ 760,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 100,000	\$ -	\$ 660,000	\$ -	\$ -	\$ 760,000



Project Name	Eastwood Park Bridge Rehabilitation
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-18
Scoring	59

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	760,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 760,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	10
Replacement of Critical Infrastructure	14
Safety Improvement	12
Classification of the Roadway	5
Project Feasibility	18

59 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The Eastwood Park Bridge, which used to carry 6th St SE, is a historic bridge now converted to a pedestrian bridge. The bridge does need improvements to ensure it remains safe and usable long into the future. With some redevelopment happening in the area the anticipated use of the bridge will likely increase. A consultant will need to be hired to administer the design and construction engineering for this project.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The project will be funded with Hub City Funds.

3. Describe the ranking of this request in comparison to other requests within the department.

The bridge is old, but in fair condition for its age. Significant spalling and deterioration is occurring on the substructure of the bridge which is why the structure must be studied and improvements programmed for a future project. The project is feasible and should be completed in the next five years to ensure the bridge continues to last.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Continued maintenance will be necessary after the improvements are made. The bridge should be checked every two years for any new maintenance issues.

5. Any additional comments?

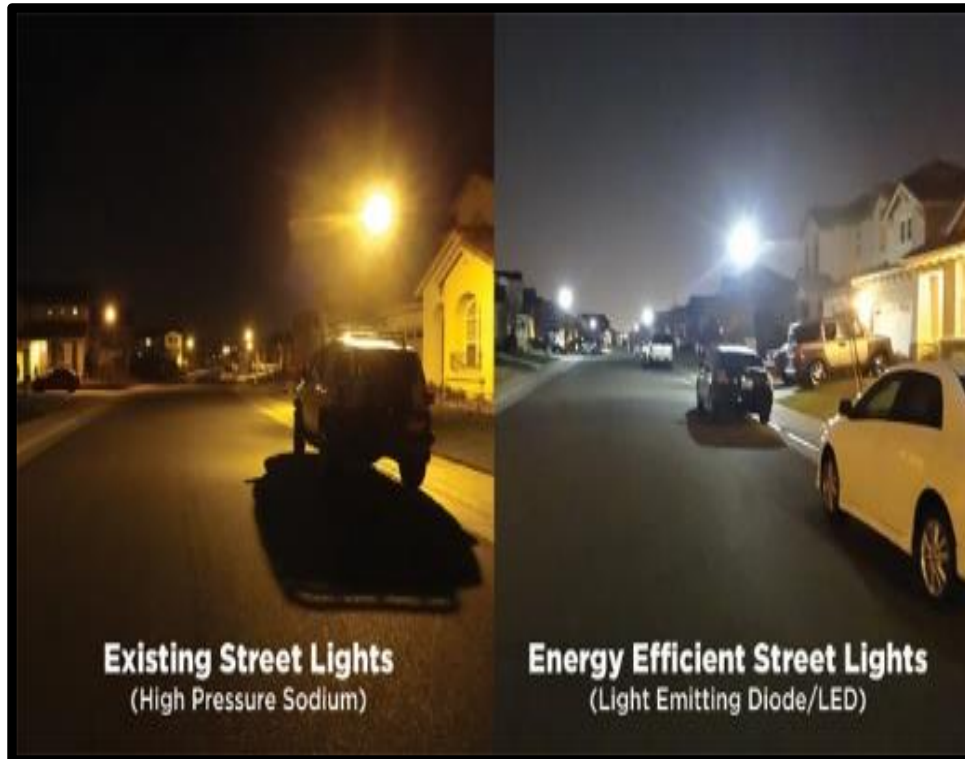
The project has to be moved to 2028 to accommodate the flood control project construction in the area.



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 625,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 625,000



Project Name	Street Light LED Conversion
Project Fund	Capital Equipment (Fund 420)
Department	Engineering
Project Number	
Priority	E-19
Scoring	56

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	625,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 625,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	0
Replacement of Critical Infrastructure	16
Safety Improvement	5
Classification of the Roadway	15
Project Feasibility	20

56 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

As funding allows, the City's existing high pressure sodium (HPS) street light fixtures should be replaced with light emitting diode (LED) fixtures. The LED technology has a significant electrical and maintenance cost savings over HPS fixtures. The average electrical cost savings is 60-66%. The average payback time for the improvements is 3-4 years. Traffic staff could perform the switch outs to save funding. However, if a larger scale project is initiated, a contractor should be hired. The payback is typically 5 years if a contractor is used.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

To avoid the use of special assessments, sales tax improvements is being recommended for 100% of the cost on local roadways. A future federal aid project is being reviewed with the NDDOT that may lead to partial federal funding for eligible corridors.

3. Describe the ranking of this request in comparison to other requests within the department.

This projects scores low in several categories since the LED switch outs are a lower priority project. This project should be funded as funding is available.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Maintenance costs go down substantially with LED fixtures. They have a much longer service life (15-20 years) versus HPS fixtures (2-3 years).

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	Design	Construction	
Capital Outlay	\$ -	\$ -	\$ -	\$ 110,000	\$ 900,000	\$ 1,010,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ 110,000	\$ 900,000	\$ 1,010,000



Project Name	17th and 18th Ave SE Extensions
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-20
Scoring	49

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	1,010,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 1,010,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	0
Replacement of Critical Infrastructure	10
Safety Improvement	16
Classification of the Roadway	5
Project Feasibility	18

49 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

On 17th Avenue SE and 18th Avenue SE adjacent to Washington Elementary School, sections of the street do not exist. These short breaks in the street section cause circulation issues for traffic in the neighborhood. School pickup and drop-off is especially effected. Connecting these sections of street will complete the neighborhood circulation, enhance emergency response times, and improve overall traffic patterns by connecting local streets to an arterial. A consultant is currently assumed for this project.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Because these streets are local, special assessments are being anticipated as the funding source.

3. Describe the ranking of this request in comparison to other requests within the department.

The project is feasible to construct and carries a large safety score due to the increased response times to the neighborhood and increased traffic circulation. Because the streets are local roads with no federal funding opportunities, the project is scored lower in those categories.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Typical street and lighting maintenance will be needed after the improvements are constructed.

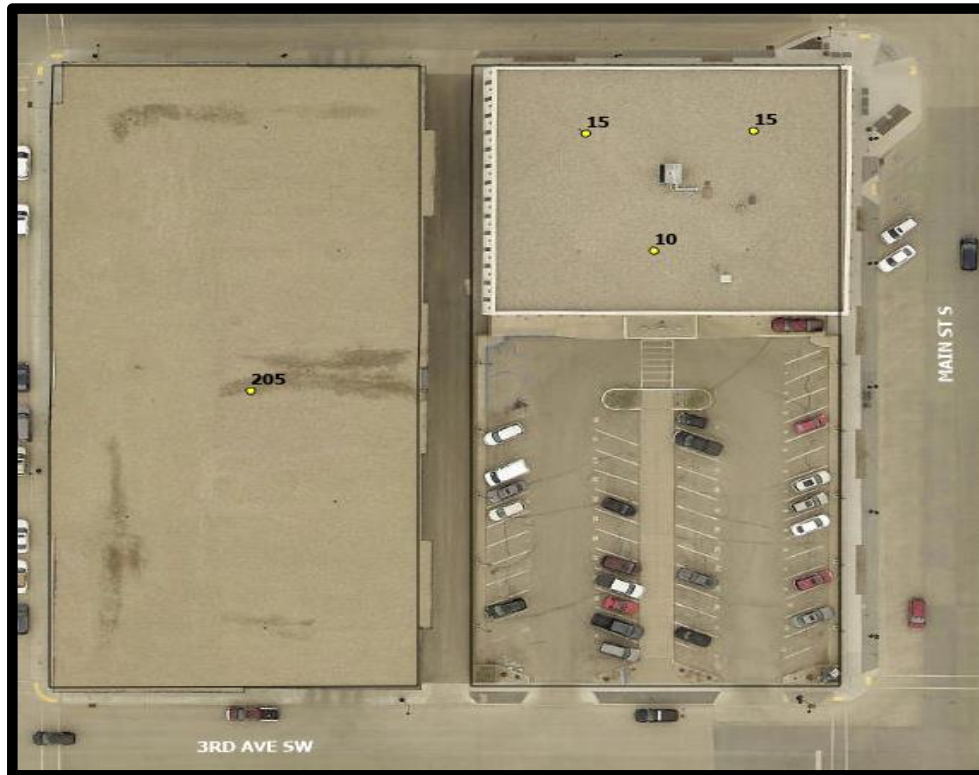
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Design	Construction	—	
Capital Outlay	\$ -	\$ -	\$ 145,000	\$ 973,000	\$ -	\$ 1,118,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 145,000	\$ 973,000	\$ -	\$ 1,118,000



Project Name	City Hall Site Improvements
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-21
Scoring	48

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	1,118,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 1,118,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	0
Replacement of Critical Infrastructure	15
Safety Improvement	10
Classification of the Roadway	5
Project Feasibility	18

48 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

In the near future, the City Hall site will need infrastructure repairs and replacements. The rock surfacing on the building and parking lot retaining walls is deteriorating. The fence must be replaced soon. A new finish must be installed at some point. The parking lot should be removed and replaced or mill and overlaid within the next five years. The parking lot lighting has needed significant maintenance and should be reviewed for replacement. A new stair from Main Street to the parking lot should be installed to make the site more accessible with faster access. The building's exterior should be acid washed to brighten the appearance and remove rust from the concrete. Finally, some additional

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Funding for this project will come from Hub City Oil and Gas funds.

3. Describe the ranking of this request in comparison to other requests within the department.

This project has a low score since there is no federal funding available and there is no immediate safety concern other than the diminished parking lot lighting. However, the fence atop the parking lot must be replaced soon as it is a safety concern.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?

This project can move forward or backward as funding allows, but as time goes by, the improvements will become more extensive and costs will increase.



Capital Improvement Plan

Project Name	2nd Avenue and Main Street Pocket Park
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Priority	E-22
Scoring	45

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	Design	Construction	
Capital Outlay	\$ -	\$ -	\$ -	\$ 73,000	\$ 566,000	\$ 639,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ 73,000	\$ 566,000	\$ 639,000



Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	639,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 639,000

Project Scoring

Department: Engineering

	Score
Federal/State Funding Opportunity	5
Replacement of Critical Infrastructure	0
Safety Improvement	5
Classification of the Roadway	15
Project Feasibility	20

45 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

As part of the downtown Placemaking Study, a pocket park concept was explored with the public. This park will offer passive use activities and be a place to gather. Amenities will include a water feature, trees, benches, landscaping, decorative concrete elements, and colored pavement crosswalks.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The project will be funded by sales tax.

3. Describe the ranking of this request in comparison to other requests within the department.

The project does not score high, since it is not replacing critical infrastructure nor does it have a significant safety enhancement.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Depending on the features that are installed, specialized maintenance may be required.

5. Any additional comments?

This project is primarily an enhancement to aesthetics, recreation, and culture and should be viewed from that lens versus a typical city infrastructure project.

Appendix C – Fire Worksheets



Capital Improvement Plan

Department Summary

Department: Fire

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Station 1 Relocation Land	F-1	1	81	2026	2028	6,375,000
Station 4 bedroom upfit	F-2	1	81	2027	2027	20,000
Station 3 bedroom addition	F-3	1	81	2027	2028	\$ 107,500
Training Classroom	F-4	1	67	2028	2029	806,250
Department Total						\$ 7,308,750

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Station 1 Relocation Land	F-1	\$ 1,000,000	\$ -	\$ 281,250	\$ 5,093,750	\$ -
Station 4 bedroom upfit	F-2	-	20,000	-	-	-
Station 3 bedroom addition	F-3	-	6,375	101,125	-	-
Training Classroom	F-4	-	-	42,188	764,063	-
Department Total		\$ 1,000,000	\$ 26,375	\$ 424,563	\$ 5,857,813	\$ -

Funding Sources:	
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	6,905,625
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	403,125
Department Total	\$ 7,308,750

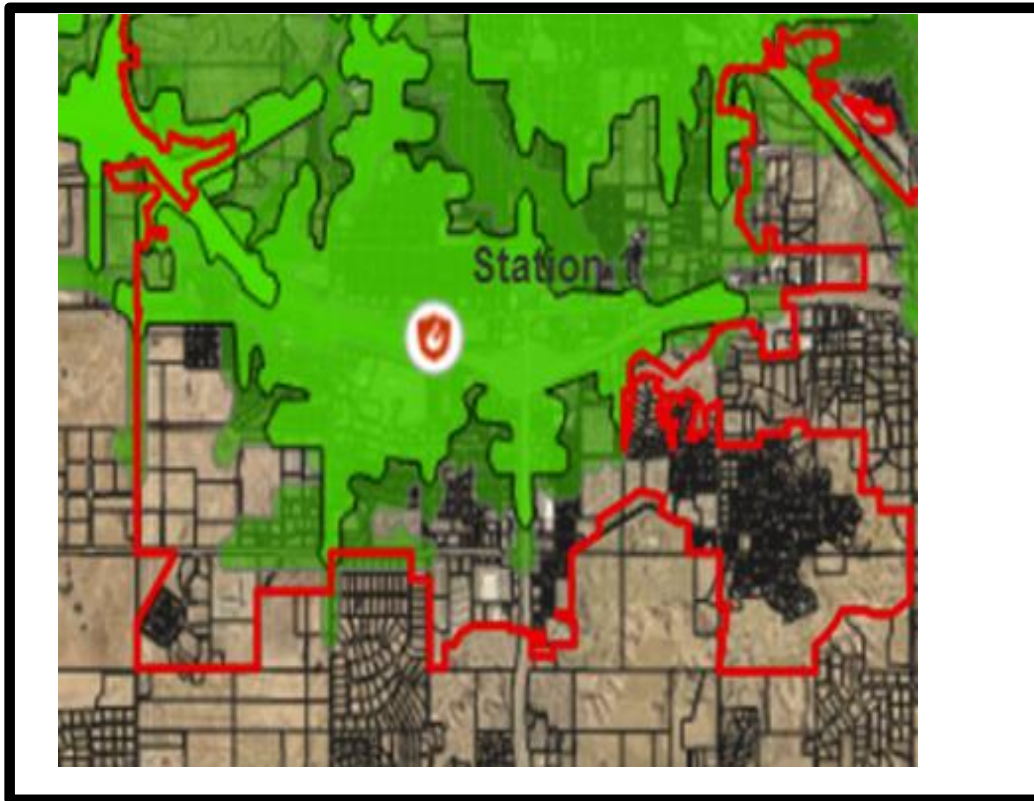
Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	-	-	-	-
Local: Sales Tax	1,000,000	26,375	403,469	5,475,781	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	-	-	21,094	382,031	-
Department Total	\$ 1,000,000	\$ 26,375	\$ 424,563	\$ 5,857,812	\$ -



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Preliminary	—	Design	Construction	—	
Capital Outlay	\$ 1,000,000	\$ -	\$ 281,250	\$ 5,093,750	\$ -	\$ 6,375,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 1,000,000	\$ -	\$ 281,250	\$ 5,093,750	\$ -	\$ 6,375,000



Project Name	Station 1 Relocation Land
Project Fund	Capital Infrastructure (Fund 410)
Department	Fire
Project Number	2026-01
Priority	1
Scoring	81

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	6,375,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 6,375,000

Project Scoring

Department:	Fire
	Score
Master Plans	20
Regulatory Compliance	19
Infrastructure/Public Safety	20
Impact on Operational Budget	3
Timing/Location	19
81 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The most effective way to improve outcomes for both fire and medical emergency response is to reduce response time. The Minot Fire Department has been guided by the National Fire Protection Association, Insurance Services Office and the communities desired response when determining what is an acceptable response time. The NFPA standard 1710 is the response guideline for the organization and deployment of fire suppression, emergency medical and special operations for career fire departments. This standard states that the fire department fire suppression resources shall be deployed to provide for the arrival of the engine company within a 240-second travel time. Strategically placed stations around the community assists us in keeping our response times within the standards.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This will be funded by sales tax.

3. Describe the ranking of this request in comparison to other requests within the department.

The request is a high priority request due to the lack of adequate fire department coverage in the south region of our community. This geographical area is well beyond our standard of coverage that is provided to much of the community.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

There will be increased costs to the overall budget for maintenance and operation of the station. Depending on the status of headquarters fire station will determine if station 1 is closed, sold or repurposed which would be a decrease in the budget.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	—	—	
Capital Outlay	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000

Project Name	Station 4 bedroom upfit
Project Fund	Capital Infrastructure (Fund 410)
Department	Fire
Project Number	2026-02
Priority	1
Scoring	81

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	20,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 20,000



Project Scoring

Department:	Fire
	Score
Master Plans	20
Regulatory Compliance	19
Infrastructure/Public Safety	20
Impact on Operational Budget	3
Timing/Location	19
81 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project is to meet the NFPA 1710 standard which requires 4 person engine companies. We do not have enough bedrooms at this station to accomidate all the personnel added in the staffing plan as presented to the city council December 2024.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This will be funded by sales tax.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will allow for a four person engine company to be stationed to meet NFPA 1710 standards.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

There will be minimal cost of operation and maintenance for this addition.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	—	—	—
Capital Outlay	\$ -	\$ 6,375	\$ 101,125	\$ -	\$ -	\$ 107,500
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 6,375	\$ 101,125	\$ -	\$ -	\$ 107,500



Project Name	Station 3 bedroom addition
Project Fund	Capital Infrastructure (Fund 410)
Department	Fire
Project Number	2028-01
Priority	1
Scoring	81

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	107,500
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 107,500

Project Scoring

Department:	Fire
	Score
Master Plans	20
Regulatory Compliance	19
Infrastructure/Public Safety	20
Impact on Operational Budget	3
Timing/Location	19

81 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project is to meet the NFPA 1710 standard which requires 4 person engine companies. We do not have enough bedrooms at this station to accomidate all the personnel needed to provide adequate coverage for both ARFF and the city. This additional will be city funded with no cost share from the FAA.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This will be funded by sales tax.

3. Describe the ranking of this request in comparison to other requests within the department.

This project will allow for a four person engine company to be stationed to meet NFPA 1710 standards.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

There will be minimal cost of operation and maintenance for this addition.

5. Any additional comments?

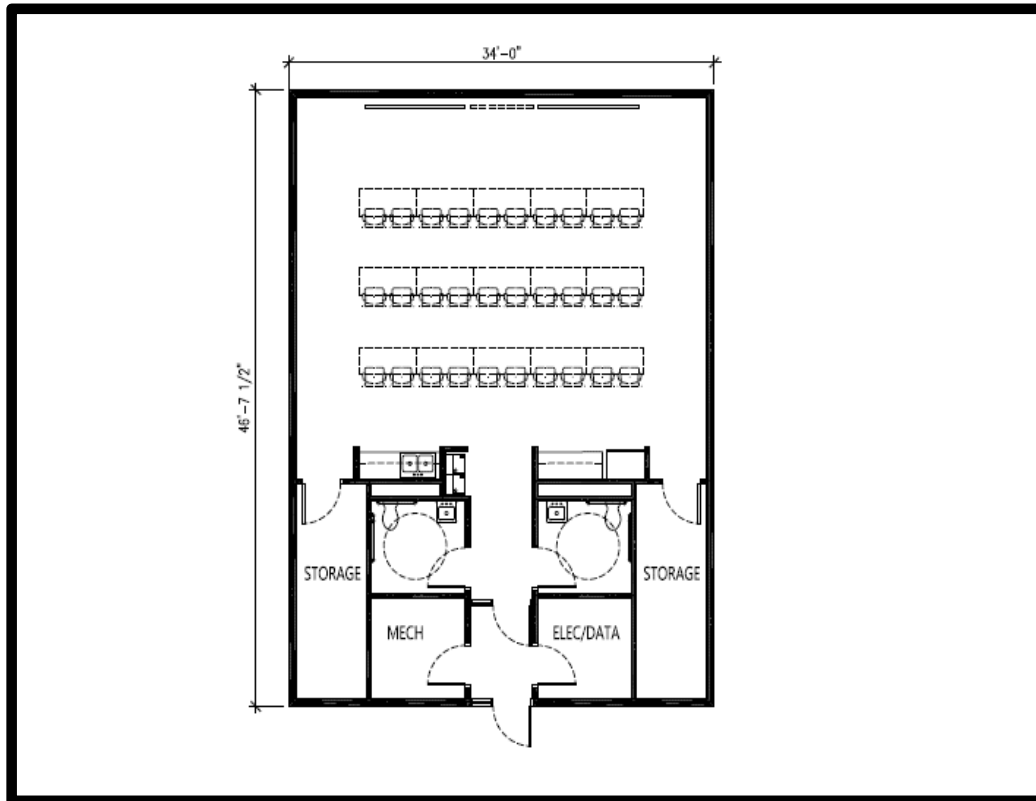


Capital Improvement Plan

Project Name	Training Classroom
Project Fund	Capital Infrastructure (Fund 410)
Department	Fire
Project Number	2029-01
Priority	1
Scoring	67

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	—	—	—
Capital Outlay	\$ -	\$ -	\$ 42,188	\$ 764,063	\$ -	\$ 806,250
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 42,188	\$ 764,063	\$ -	\$ 806,250



Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	403,125
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	403,125
Total Project	\$ 806,250

Project Scoring

Department:	Fire
	Score
Master Plans	10
Regulatory Compliance	19
Infrastructure/Public Safety	20
Impact on Operational Budget	3
Timing/Location	15

67 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

We currently have two temporary classrooms that were used from the Minot School District. They were brought in following the flood and when the training grounds were moved from the airport site. These temporary structures are not meant to be used as a permanent building. We have required Minot State University and others to remove their temporary classrooms and we should set an example to follow the rules that we are enforcing. The structure is poorly built and does not meet our needs for a training classroom. We are proposing building one permanent classroom with turnout gear/SCBA room, bathrooms and storage. This could also hold our firefighter written testing process and be at one area rather than using the auditorium. This can also be used as a regional training site and bring firefighter and other emergency personnel to Minot to train.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Minot Rural Fire Department is interested in cost sharing this as we currently share the training grounds with them. One classroom is allocated to them and one to Minot Fire. This joint classroom would be utilized by both agencies and we currently and will continue to cost share the utilities and maintenance.

3. Describe the ranking of this request in comparison to other requests within the department.

The Fire Department has many needs. This one was placed further out in planning to allow for the more crucial needs to be considered. There is a current training facility but it has went beyond its useful life as well as sets a precedence within the community.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This request would replace an established training classroom. The cost of operation and maintenance would be cost shared which would be a reduction in the amount necessary for O and M.

5. Any additional comments?

Appendix D – Police Worksheets



Capital Improvement Plan

Department Summary

Department: Police

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Police Department Facility	PD-1	1	75	2026	2029	18,162,500
Department Total						\$ 18,162,500

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Police Department Facility	PD-1	\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500
Department Total		\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500

Funding Sources:	
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	151,500
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	18,011,000
Department Total	\$ 18,162,500

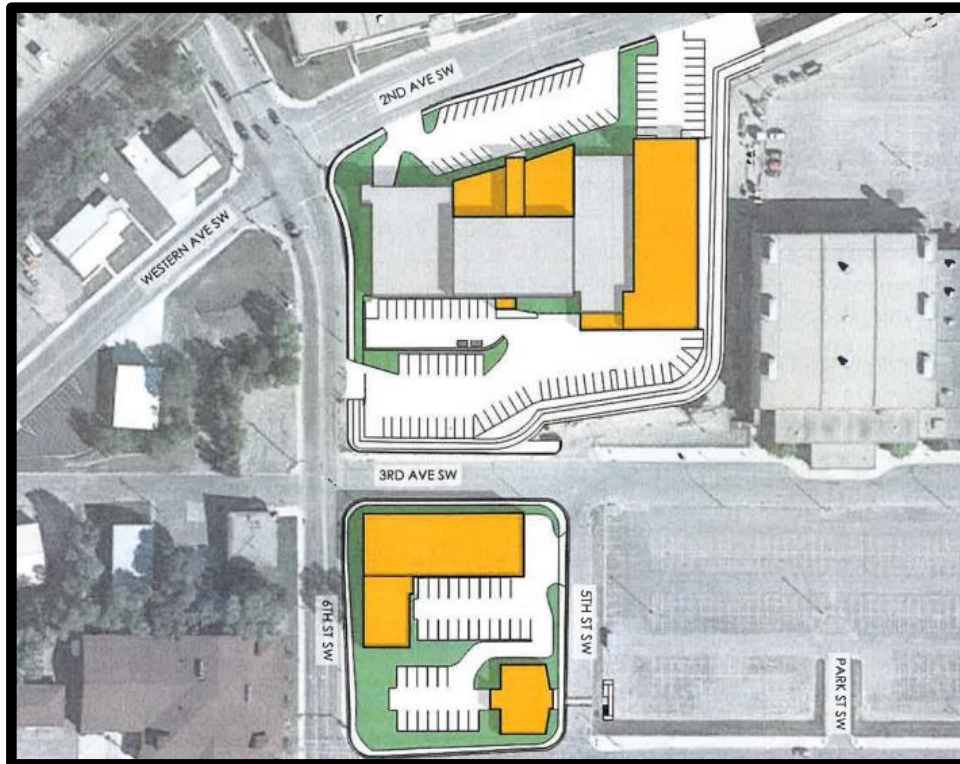
Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	-	-	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	75,000	76,500
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	786,000	-	17,225,000	-	-
Department Total	\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Design	Design	Construction	Operation	Operation	
Capital Outlay	\$ 786,000	\$ -	\$ 17,225,000	\$ -	\$ -	\$ 18,011,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	75,000	76,500	151,500
Total Project	\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500	\$ 18,162,500



Project Name	Police Department Facility
Project Fund	Capital Infrastructure (Fund 410)
Department	Police
Project Number	2026-01
Priority	1
Scoring	75

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	151,500
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	18,011,000
Total Project	\$ 18,162,500

Project Scoring

Department: Police

	Score
Public Safety Infrastructure (30)	30
Regulatory Compliance (30)	25
Project Feasibility (20)	15
Project Funding (20)	5
N/A	0

75 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This request is to remodel the existing police department to meet the needs of the City of Minot.

In 2023 The Minot City Council commissioned a study to address City's aging police department and municipal court and to examine the needs of the department and city. The overall goal of this study was to create a design plan that will meet Minot's needs for the next 25 years while addressing safety and liability issues, improving process efficiencies for personnel and citizens, ensuring long term value of investment, creating a welcoming environment, and proactively planning for growth over the next 25 years. On October 2, 2023, EAPC Architects Engineering, the firm selected for the study, delivered the report titled the Minot Police Departments Needs and Feasibility Assessment.

In review of the needs of the police department, EAPC utilized a LEAN process, a consensus building planning system that establishes a process and metric to measure success of the work, to ensure the study captured what was important to the City of Minot. EAPC then completed a facility assessment or a comprehensive review of the physical infrastructure of the building, an analysis of existing space usage, and a growth projection based on staffing levels and future city population estimates. Utilizing this information they developed a space needs analysis to project the space required to meet the needs of the department.

Since the original structure was constructed prior to the Americans with Disabilities Act (ADA), the study found several basic concerns to include multiple level changes with stairs only. Furthermore, the building has undergone several remodels and as a result of multiple level changes and remodels, the buildings existing space usage and flow exhibit multiple inefficiencies to include separation of working spaces and level changes within workspaces. From their analysis EAPC estimated the 25-year space needs of the Minot Police Department to be 75,209 square feet which is consistent with national standards for space needs of an agency of this size. This current structure falls 34,059 square feet short at a total of 41,150 square feet.

However, the costs for a full remodel and expansion at the existing site is currently out of reach financially. At the council's CIP workshop, council requested staff develop an option for a remodel of the existing building only and address the current building's critical needs. A high level cost estimate has been developed for consideration. If council elects to move forward, more

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Depending on the size and magnitude of this project, the project funding sources may vary. The 2026 design will be funded by general fund reserves and the reserves already set aside from the

3. Describe the ranking of this request in comparison to other requests within the department.

This is a top priority as the department as functionality of the current space continues to hamper productivity and operations as well as expensive repairs and updates will need to be made to the current building to current operations. These are expenses that could be avoided with a remodel or repair.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

There will continue to be a cost to operation and maintenance activities. There will be no further personnel expenses that are not already accounted for.

5. Any additional comments?

Appendix E – Public Works Operations Worksheets



Capital Improvement Plan
Department Summary

Department: **Public Works Operations**

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Fuel Farm	PWO-1	1	32	2026	2029	400,000
Department Total						<u>\$ 400,000</u>

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Fuel Farm	PWO-1	100,000	100,000	100,000	100,000	-
Department Total		<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ -</u>

Funding Sources:	
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	400,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other	-
Department Total	<u>\$ 400,000</u>

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	-	-	-	-
Local: Sales Tax	100,000	100,000	100,000	100,000	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other	-	-	-	-	-
Department Total	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ -</u>



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Preliminary	Purchase	Purchase	Purchase	—	
Capital Outlay	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 400,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 400,000



Project Name	Fuel Farm
Project Fund	Capital Infrastructure (Fund 410)
Department	Public Works
Project Number	4916
Priority	PWO-1
Scoring	32

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	400,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 400,000

Project Scoring

Department:	Public Works
	Score
Health and Safety	10
New Federal/State Guidelines or Requirements	0
Capacity Constraints/Future Growth	10
Federal/State Funding	0
Existing Operational Deficiencies	12

32 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The current City Fuel Farm was installed in 1996 as a state required mandate calling for the removal of all single wall underground fuel storage tanks, and replacing them with double wall containment tanks. Their life cycle is 30 years at which point the deterioration of the liner or connecting components may fail. The replacement system proposed is an above ground tank storage and delivery system. This type is less costly to install, maintain and manage. The associated components, dispensers, user activation system are currently at the end of their lifecycle as well. The fuel farm is used by Public Works, Water/Waste Water, 5 Fire Stations, Sanitation, Water Plant and other departments that have city vehicles.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Funding would be under Property Maintenance as Capital Improvement -General Fund. (Sourced from Sales Tax Improvements)

3. Describe the ranking of this request in comparison to other requests within the department.

The priority level of this project is one that should be addressed as soon as funding can be established. Knowing that the environment the system is in, constant high ground water levels, should a breach happen the costs would be very high (water in the fuel dispensed in the equipment, environmental cleanup for fuel in the soil).

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Currently we remove water from the area between the exterior liner and the tank body itself of the Diesel fuel. This is so we stay compliant with the State Underground Storage Tank certification requirements. Once fuel tests shows evidence of water we would be shut down using that tank.

5. Any additional comments?

Appendix F – Public Works Utilities Worksheets



Capital Improvement Plan
Department Summary

Department: Public Works

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Maple Diversion MI-4C	PW-1	1	100	2025	2030	104,400,000
Library & Police Station Floodproofing - MI-4D	PW-2	2	100	2026	2028	23,100,000
3rd Street Floodwall MI-1B	PW-3	3	100	2026	2028	15,800,000
Downtown Levee MI-6C	PW-4	4	100	2025	2027	9,000,000
Roosevelt Park Zoo Relocation MI-7E	PW-5	5	100	2025	2027	9,300,000
Burdick Bridge.West Valke Road Levee MI-8/9	PW-6	6	100	2025	2029	77,100,000
Fairgrounds Levee MI-10	PW-7	7	100	2026	2029	61,000,000
North Roosevelt Park Levee MI-11	PW-8	8	100	2026	2029	14,600,000
East Burdick Levee MI-12	PW-9	9	100	2026	2029	16,600,000
Trinity Levee MI-13	PW-10	10	100	2026	2029	25,500,000
27th Street Diversion MI-14	PW-11	11	100	2026	2030	147,100,000
Livingston Coulee Bypass MI-15	PW-12	12	100	2026	2028	59,800,000
River Oaks Acquisitions MI-16	PW-13	13	100	2026	2026	3,100,000
Department Total						\$ 566,400,000

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Maple Diversion MI-4C	PW-1	12,100,000	20,800,000	26,800,000	27,600,000	17,100,000
Library & Police Station Floodproofing - MI-4D	PW-2	7,900,000	13,900,000	1,300,000	-	-
3rd Street Floodwall MI-1B	PW-3	9,000,000	5,900,000	900,000	-	-
Downtown Levee MI-6C	PW-4	7,300,000	1,700,000	-	-	-
Roosevelt Park Zoo Relocation MI-7E	PW-5	7,200,000	2,100,000	-	-	-
Burdick Bridge.West Valke Road Levee MI-8/9	PW-6	15,700,000	36,300,000	20,800,000	4,300,000	-
Fairgrounds Levee MI-10	PW-7	5,600,000	22,300,000	23,000,000	10,100,000	-
North Roosevelt Park Levee MI-11	PW-8	700,000	6,800,000	6,300,000	800,000	-
East Burdick Levee MI-12	PW-9	800,000	7,800,000	7,100,000	900,000	-
Trinity Levee MI-13	PW-10	1,300,000	11,900,000	10,900,000	1,400,000	-
27th Street Diversion MI-14	PW-11	12,500,000	24,100,000	41,400,000	42,700,000	26,400,000
Livingston Coulee Bypass MI-15	PW-12	6,100,000	40,800,000	12,900,000	-	-
River Oaks Acquisitions MI-16	PW-13	3,100,000	-	-	-	-
Department Total		\$ 89,300,000	\$ 194,400,000	\$ 151,400,000	\$ 87,800,000	\$ 43,500,000

Funding Sources:	
Federal Funds	\$ 67,860,000
State Funds	324,051,000
Local: Sales Tax	174,489,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other	-
Department Total	\$ 566,400,000

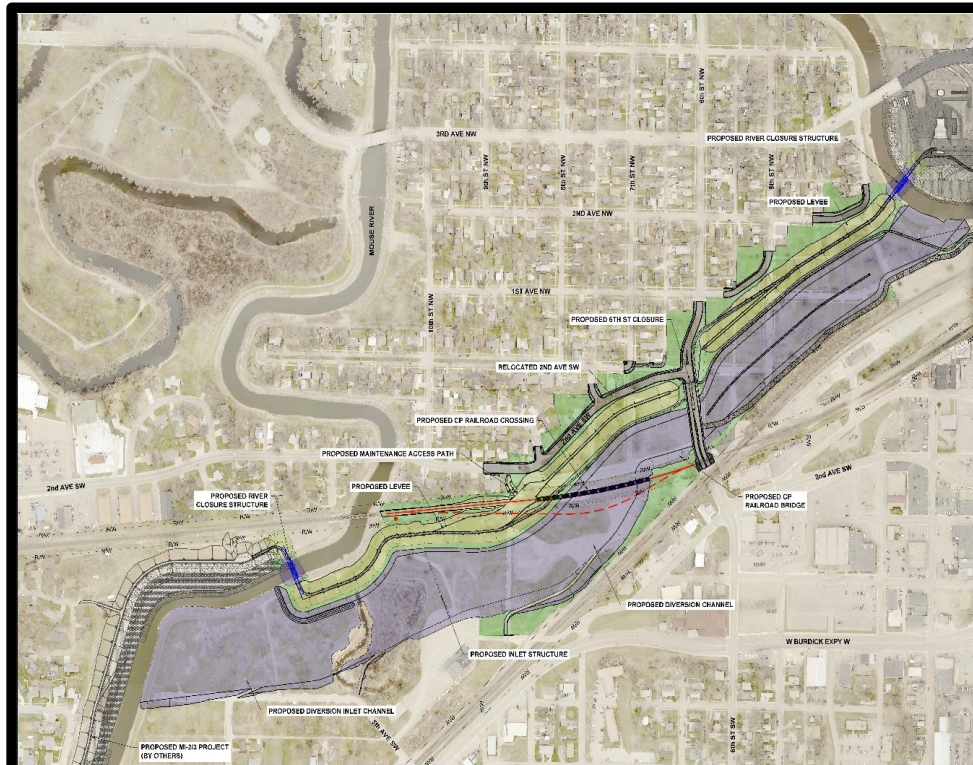
Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ 7,865,000	\$ 13,520,000	\$ 17,420,000	\$ 17,940,000	\$ 11,115,000
State Funds	52,932,750	117,572,000	87,087,000	45,409,000	21,050,250
Local: Sales Tax	28,502,250	63,308,000	46,893,000	24,451,000	11,334,750
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other	-	-	-	-	-
Department Total	\$ 89,300,000	\$ 194,400,000	\$ 151,400,000	\$ 87,800,000	\$ 43,500,000



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	\$ 12,100,000	\$ 20,800,000	\$ 26,800,000	\$ 27,600,000	\$ 17,100,000	\$ 104,400,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 12,100,000	\$ 20,800,000	\$ 26,800,000	\$ 27,600,000	\$ 17,100,000	\$ 104,400,000



Project Name	Maple Diversion MI-4C
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	PW-1
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ 67,860,000
State Funds	23,751,000
Local: Sales Tax	12,789,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 104,400,000

Project Scoring

Department: Public Works

	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	20
Federal/State Funding	20
Existing Operational Deficiencies	20

100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The proposed plan would construct approximately 4,900 feet of diversion channel and about 3,700 feet of earthen levee along the north side of the diversion along the Souris River and 1,600 feet of levee on the western end to tieback into phase 2. A consultant has been hired to provide design and construction engineering services. This project is pending federal authorization. The project has received USACE funding at 65% of the proposed 104 million dollar cost. Thus reducing the state and local share of this phase of the project.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars. There is potential that there will be a 65% federal interest in the project with the remaining 35% getting split between State and City.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. This would be the final phase of milestone 1 along the north side of the river to remove over 60% of residences from the regulated flood plain.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will have two closure structures that will require regular operation and maintenance. There will also be regular mowing and maintenance of the diversion channel. Some of the mowing and trail maintenance will be taken over by the Park District.

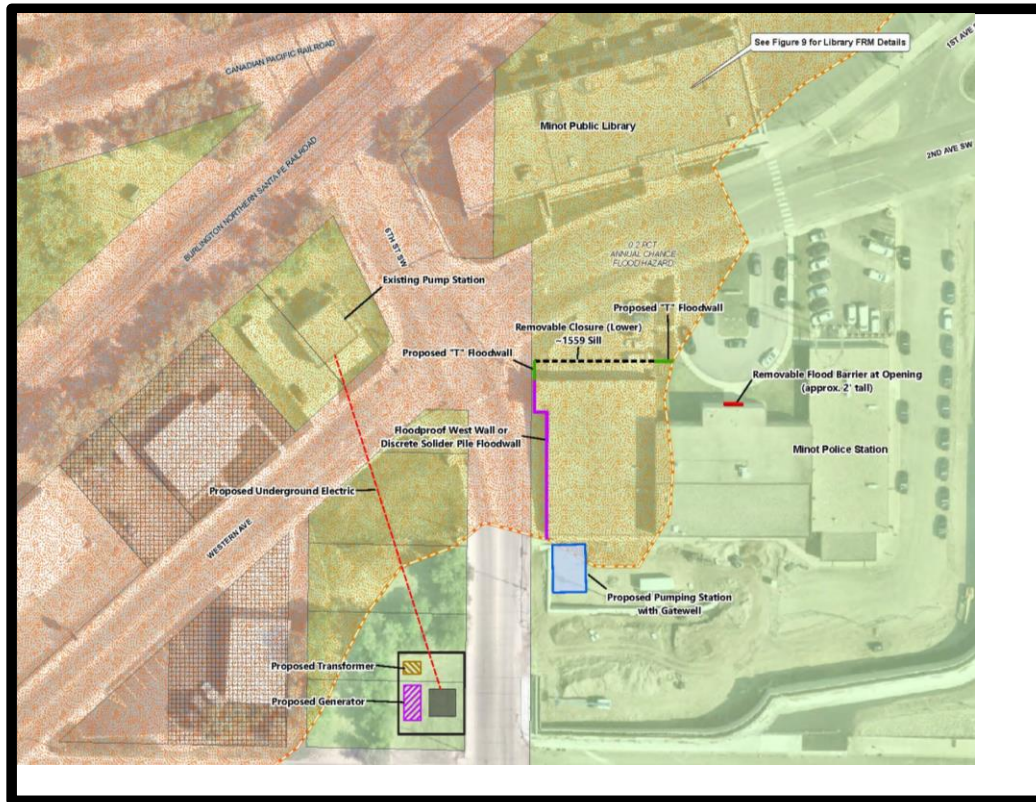
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	—	—	
Capital Outlay	\$ 7,900,000	\$ 13,900,000	\$ 1,300,000	\$ -	\$ -	\$ 23,100,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 7,900,000	\$ 13,900,000	\$ 1,300,000	\$ -	\$ -	\$ 23,100,000



Project Name	Library & Police Station Floodproofing - MI-4
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	15,015,000
Local: Sales Tax	8,085,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 23,100,000

Project Scoring

Department: Public Works

	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	20
Federal/State Funding	20
Existing Operational Deficiencies	20

100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

When the Maple Diversion is operating, flood waters will push through the 6th St underpass opening threatening flooding to properties on the south side of the 6th St underpass. This project would provide protection to those properties. This includes flood proofing the library and police department.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

The project will have a temporary closure that will require period exercising.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	—	—	
Capital Outlay	\$ 9,000,000	\$ 5,900,000	\$ 900,000	\$ -	\$ -	\$ 15,800,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 9,000,000	\$ 5,900,000	\$ 900,000	\$ -	\$ -	\$ 15,800,000



Project Name	3rd Street Floodwall MI-1B
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	10,270,000
Local: Sales Tax	5,530,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 15,800,000

Project Scoring

Department: Public Works

	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	20
Federal/State Funding	20
Existing Operational Deficiencies	20

100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This section of flood wall was originally part of the MI-1 project, but due to permitting issues couldn't be constructed until the Maple Diversion project started. This project will be a short section of flood wall to connect phase MI-1 to MI-5. A consultant has been hired to provide design and construction engineering services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars. There is potential that there will be a 65% federal interest in the project with the remaining 35% getting split between State and City.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. This would be the final phase of milestone 1 along the north side of the river to remove over 60% of residences from the regulated flood plain. Flood control projects aren't being constructed based on a ranking but rather sequentially as work continues through milestones 2 and 3.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will require regular mowing similar to maintenance around floodwalls associated with MI-1 and MI-5. Some of the mowing and trail maintenance will be taken over by the Park District.

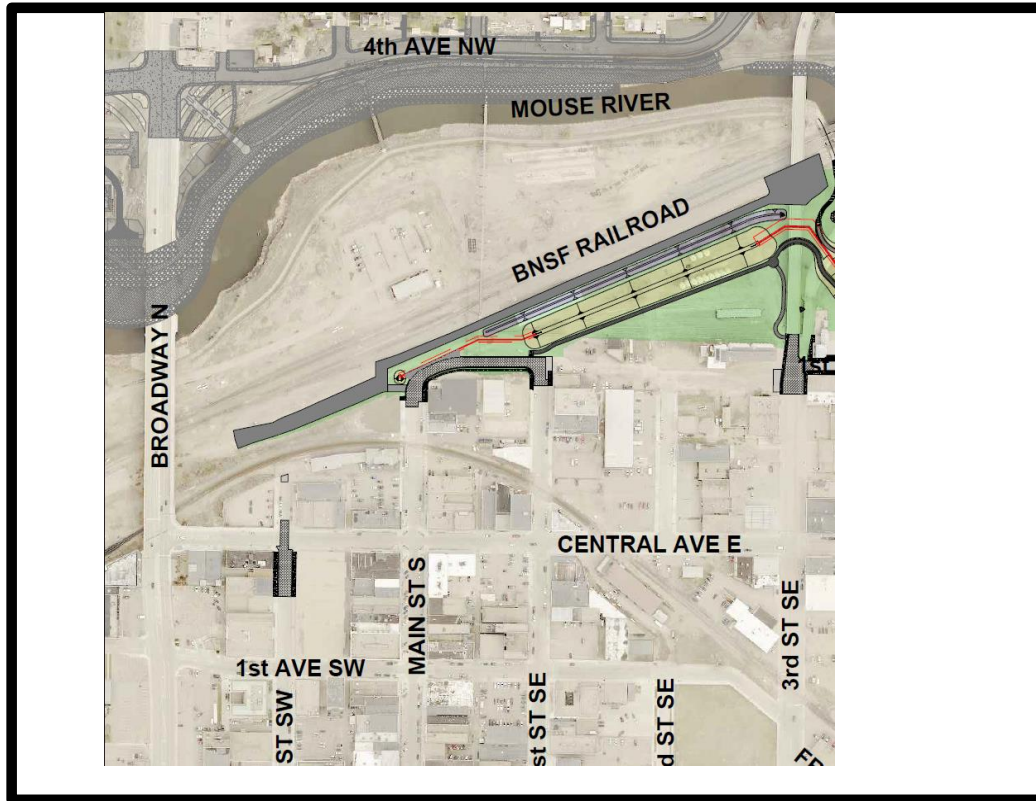
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	—	—	—	
Capital Outlay	\$ 7,300,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 9,000,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 7,300,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 9,000,000



Project Name	Downtown Levee MI-6C
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	5,850,000
Local: Sales Tax	3,150,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 9,000,000

Project Scoring

Department:	Public Works

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

MI-6C is a short section of floodwall and levee that connects to MI-6B near 3rd St. This project completes the MI-6 project as a whole and provides protection to the downtown area. An engineer was hired and this project has been designed and is nearly ready for construction.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will have a grass covered levee so regular mowing will be necessary.

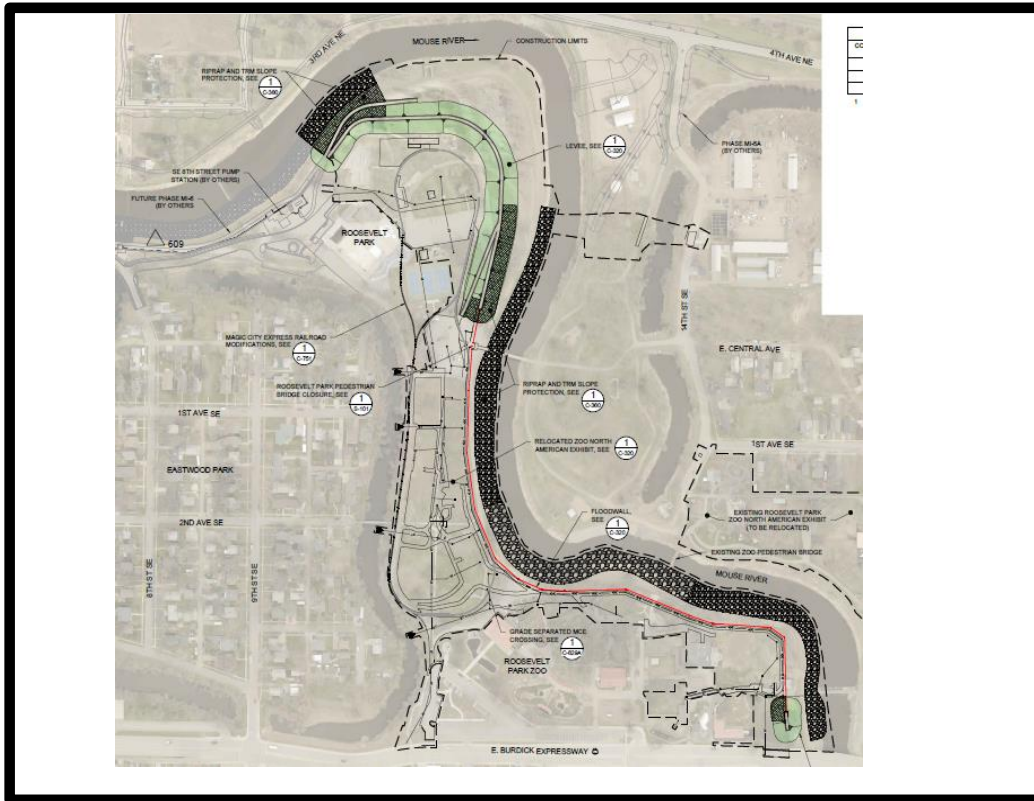
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	—	—	—	
Capital Outlay	\$ 7,200,000	\$ 2,100,000	\$ -	\$ -	\$ -	\$ 9,300,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 7,200,000	\$ 2,100,000	\$ -	\$ -	\$ -	\$ 9,300,000



Project Name	Roosevelt Park Zoo Relocation MI-7E
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	6,045,000
Local: Sales Tax	3,255,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 9,300,000

Project Scoring

Department: Public Works		Score
Health and Safety		20
New Federal/State Guidelines or Requirements		20
Capacity Constraints/Future Growth		20
Federal/State Funding		20
Existing Operational Deficiencies		20
		100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

MI-7E is a phase of the overall MI-7 project to provide flood protection around Roosevelt Park. MI-7E will consist of constructing all of the buildings and infrastructure to relocate the North American Zoo Exhibits across the river to an area protected from future flooding. A consultant has been hired to provide design and construction engineering services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Once this project is completed, the Park District will operate and maintain these facilities.

5. Any additional comments?



Department:	Public Works	
		Score
	Health and Safety	20
New Federal/State Guidelines or Requirements		20
Capacity Constraints/Future Growth		20
Federal/State Funding		20
Existing Operational Deficiencies		20
		100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The MI-8/9 project will consist of constructing a new Burdick bridge to improve conveyance of flood waters, an extension of levee that ties into MI-7, water and sewer reroutes, a stormwater pond and pump station and roadway relocation. Completion of these projects would conclude construction of milestone 2 which removes another 15% of residents from the regulated flood plain. A consultant has been hired to provide design and construction engineering services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will have a stormwater pump station and detention pond that will need regular operation and maintenance. Additionally, there will need to be regular mowing of the levee section.

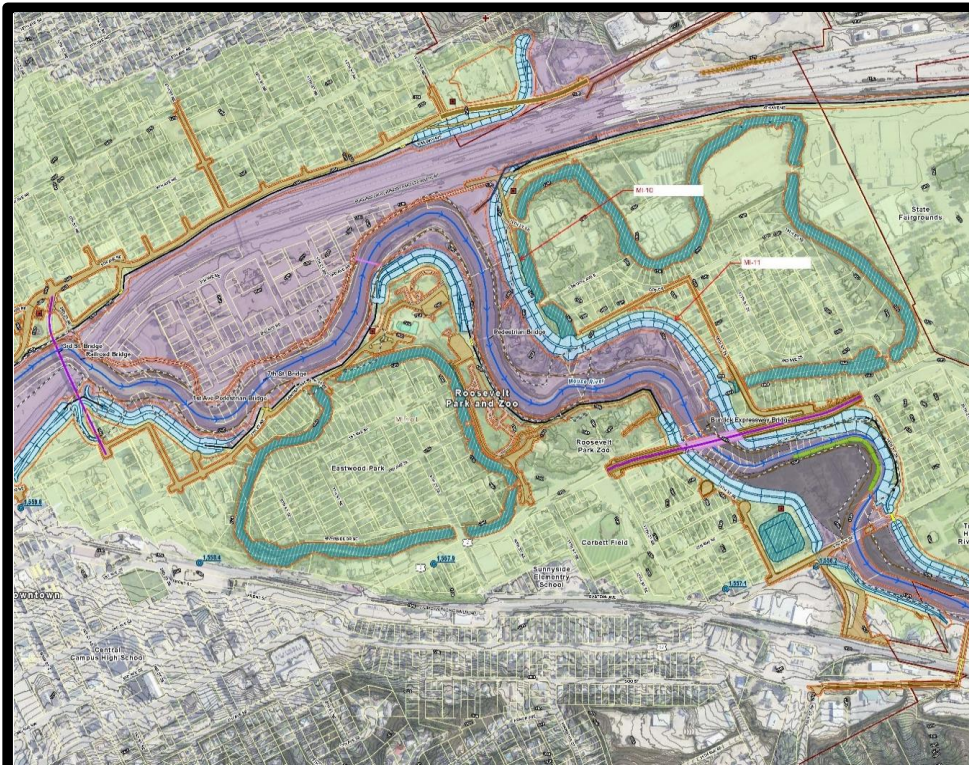
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	—	
Capital Outlay	\$ 5,600,000	\$ 22,300,000	\$ 23,000,000	\$ 10,100,000	\$ -	\$ 61,000,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 5,600,000	\$ 22,300,000	\$ 23,000,000	\$ 10,100,000	\$ -	\$ 61,000,000



Project Name	Fairgrounds Levee MI-10
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	39,650,000
Local: Sales Tax	21,350,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 61,000,000

Project Scoring

Department: Public Works	
	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	20
Federal/State Funding	20
Existing Operational Deficiencies	20

100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

MI-10 is the first project associated with milestone 3. This project will consist of a section of levee that begins near 4th Ave and 14th St NE and extends south along the river to near Burdick Expressway. This project will require a consultant to provide design and construction engineering services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will require regular mowing and maintenance of a grass covered levee section.

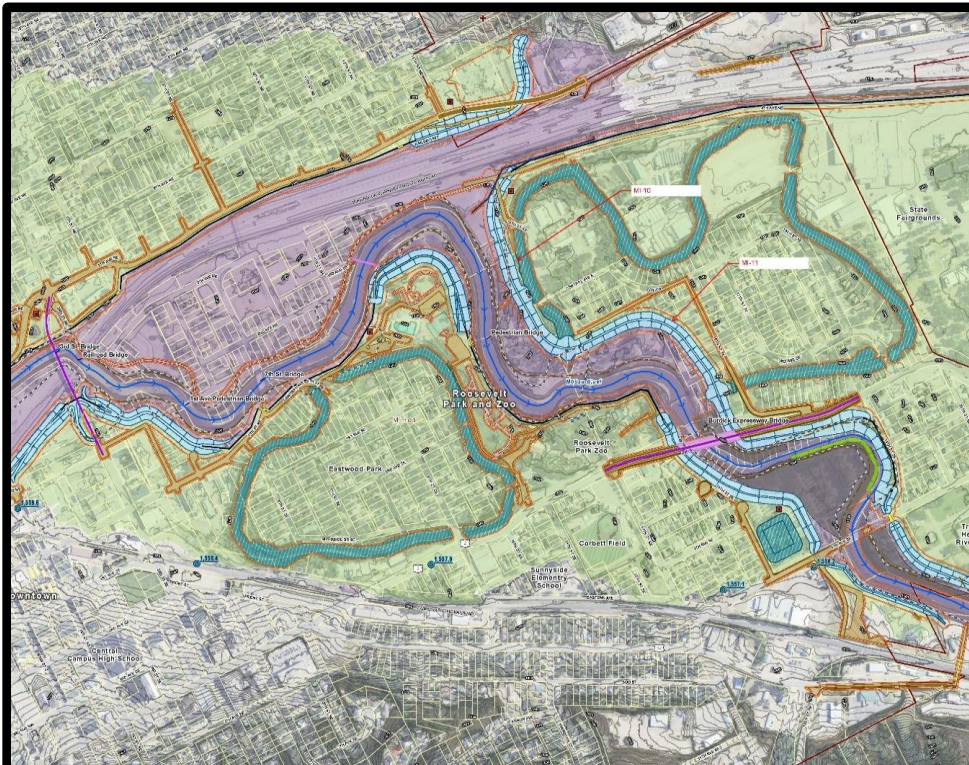
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	—	
Capital Outlay	\$ 700,000	\$ 6,800,000	\$ 6,300,000	\$ 800,000	\$ -	\$ 14,600,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 700,000	\$ 6,800,000	\$ 6,300,000	\$ 800,000	\$ -	\$ 14,600,000



Project Name	North Roosevelt Park Levee MI-11
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	9,490,000
Local: Sales Tax	5,110,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 14,600,000

Project Scoring

Department: Public Works

	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	20
Federal/State Funding	20
Existing Operational Deficiencies	20

100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

MI-11 is a continuation of projects associated with milestone 3 of the MREFPP. This project is a section of levee of a larger levee component that begins near 4th Ave and 14th St NE and extends south along the river to near Burdick Expressway. This project will require a consultant to provide design and construction engineering services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will require regular mowing and maintenance of a grass covered levee section.

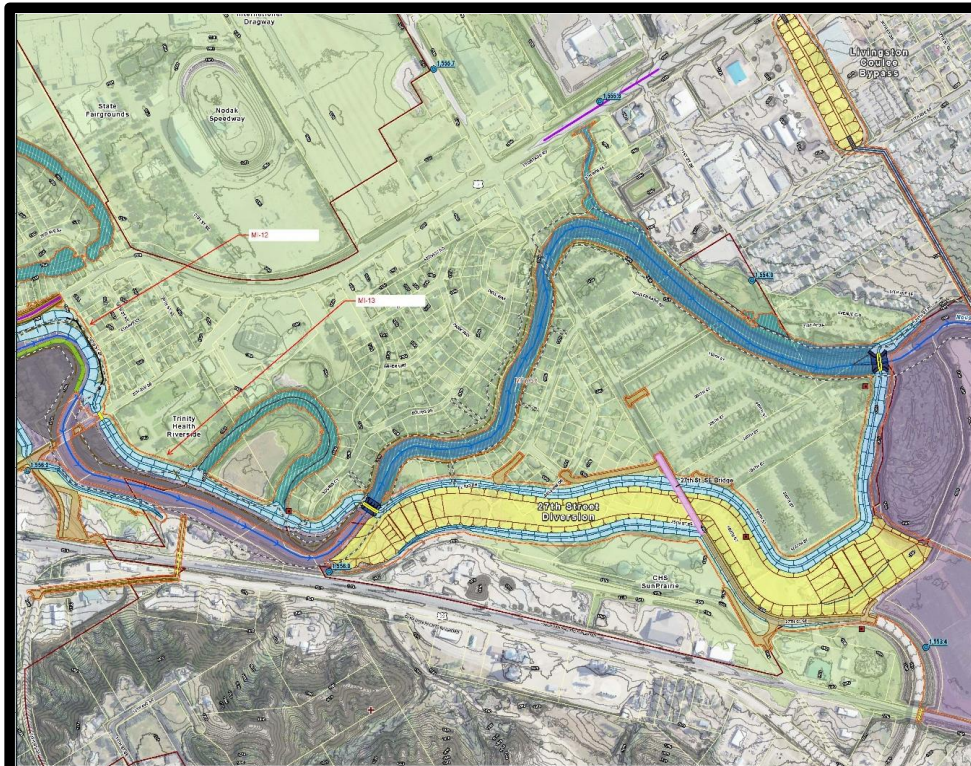
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	—	
Capital Outlay	\$ 800,000	\$ 7,800,000	\$ 7,100,000	\$ 900,000	\$ -	\$ 16,600,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 800,000	\$ 7,800,000	\$ 7,100,000	\$ 900,000	\$ -	\$ 16,600,000



Project Name	East Burdick Levee MI-12
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	10,790,000
Local: Sales Tax	5,810,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 16,600,000

Project Scoring

Department: Public Works

	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	20
Federal/State Funding	20
Existing Operational Deficiencies	20

100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

MI-12 is a continuation of projects associated with milestone 3 of the MREFPP. This project is a section of levee that is part of a larger levee component that begins near Burdick Expressway and 16th St NE and extends south along the river to 8th Ave. This project will require a consultant to provide design and construction engineering services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will require regular mowing and maintenance of a grass covered levee section.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	—	
Capital Outlay	\$ 1,300,000	\$ 11,900,000	\$ 10,900,000	\$ 1,400,000	\$ -	\$ 25,500,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 1,300,000	\$ 11,900,000	\$ 10,900,000	\$ 1,400,000	\$ -	\$ 25,500,000



Project Name	Trinity Levee MI-13
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	16,575,000
Local: Sales Tax	8,925,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 25,500,000

Project Scoring

Department: Public Works

	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	20
Federal/State Funding	20
Existing Operational Deficiencies	20

100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

MI-13 is a continuation of projects associated with milestone 3 of the MREFPP. This project is a section of levee of a larger levee component that begins near 8th Ave bridge and extends south along the river to the Souris Court of the Green Valley subdivision. This project will require a consultant to provide design and construction engineering services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will require regular mowing and maintenance of a grass covered levee section.

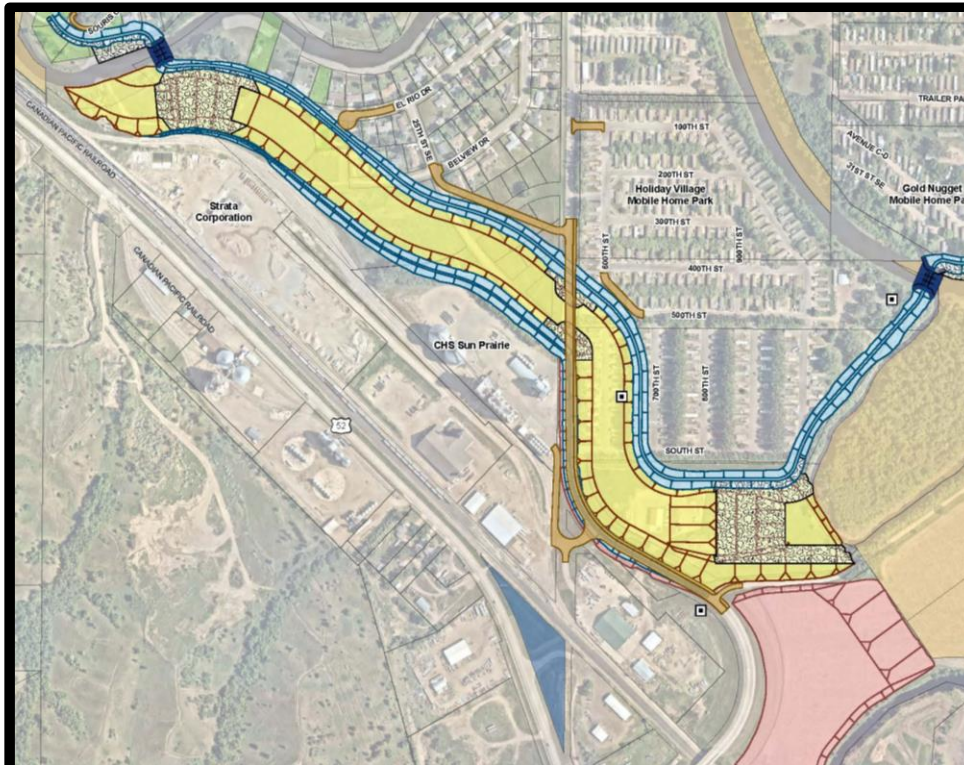
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	\$ 12,500,000	\$ 24,100,000	\$ 41,400,000	\$ 42,700,000	\$ 26,400,000	\$ 147,100,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 12,500,000	\$ 24,100,000	\$ 41,400,000	\$ 42,700,000	\$ 26,400,000	\$ 147,100,000



Project Name	27th Street Diversion MI-14
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	95,615,000
Local: Sales Tax	51,485,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 147,100,000

Project Scoring

Department: Public Works

	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	20
Federal/State Funding	20
Existing Operational Deficiencies	20

100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

MI-14 the final segment of projects associated with milestone 3 of the MREFPP that will remove an additional 25% of residents from the regulated flood plain. This project is a large high flow bypass channel that starts near Souris Court, extends southeast across 27th St and terminates south of Holiday Village mobile home park. This project will require a consultant to provide design and construction engineering services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will require regular mowing and maintenance of a grass covered levee section, maintenance of the diversion channel as well as regular operations and maintenance of the up and downstream closure structures.

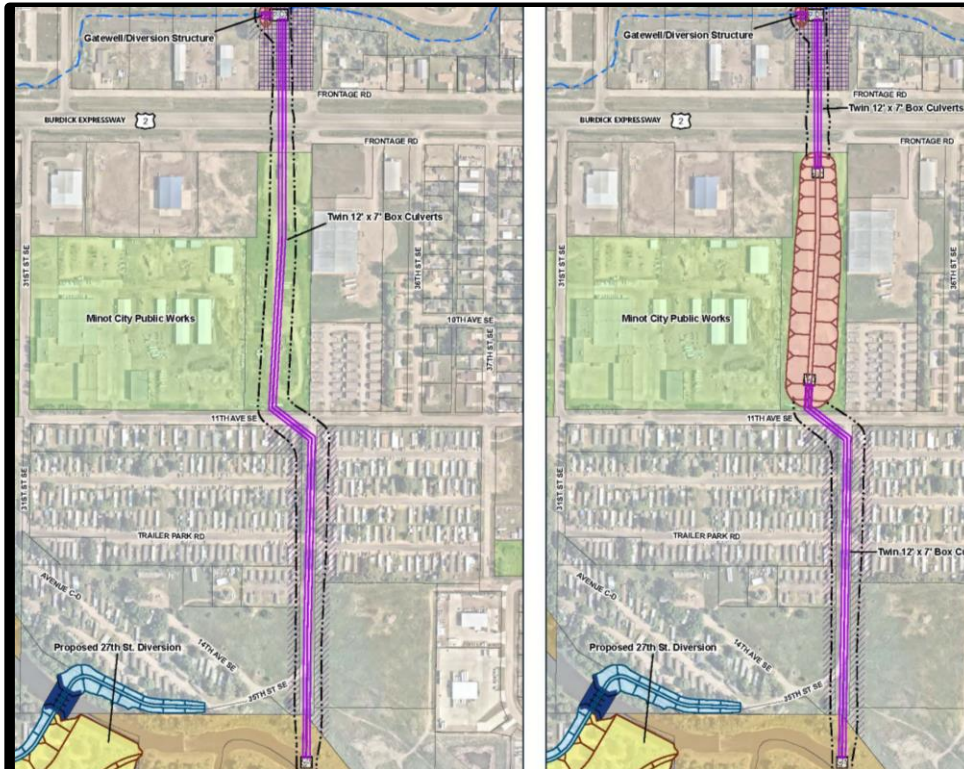
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	Construction	Construction	—	—	
Capital Outlay	\$ 6,100,000	\$ 40,800,000	\$ 12,900,000	\$ -	\$ -	\$ 59,800,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 6,100,000	\$ 40,800,000	\$ 12,900,000	\$ -	\$ -	\$ 59,800,000



Project Name	Livingston Coulee Bypass MI-15
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	38,870,000
Local: Sales Tax	20,930,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 59,800,000

Project Scoring

Department: Public Works	
	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	20
Federal/State Funding	20
Existing Operational Deficiencies	20

100 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

MI-15 is a componet of milestone 3 of the overall MREFPP project. This project will construct a bypass to divert flows from Livingston Coulee to an area outside of the line of protection during a flood event. This will eliminate the need to pump Livingston Coulee flows during a rain event while the 27th St Diversion is operating. The bypass will reduce the costs of the intial Livingston Coulee concept by \$50-\$80 million. This project will require a consultant to provide design and construction enginee ring services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project will be funded 65% by ND State Water Commission and 35% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

This project will require operation and maintenance of a gateway structure. Further maintenance will depend on whether a box culvert or open channel are constructed.

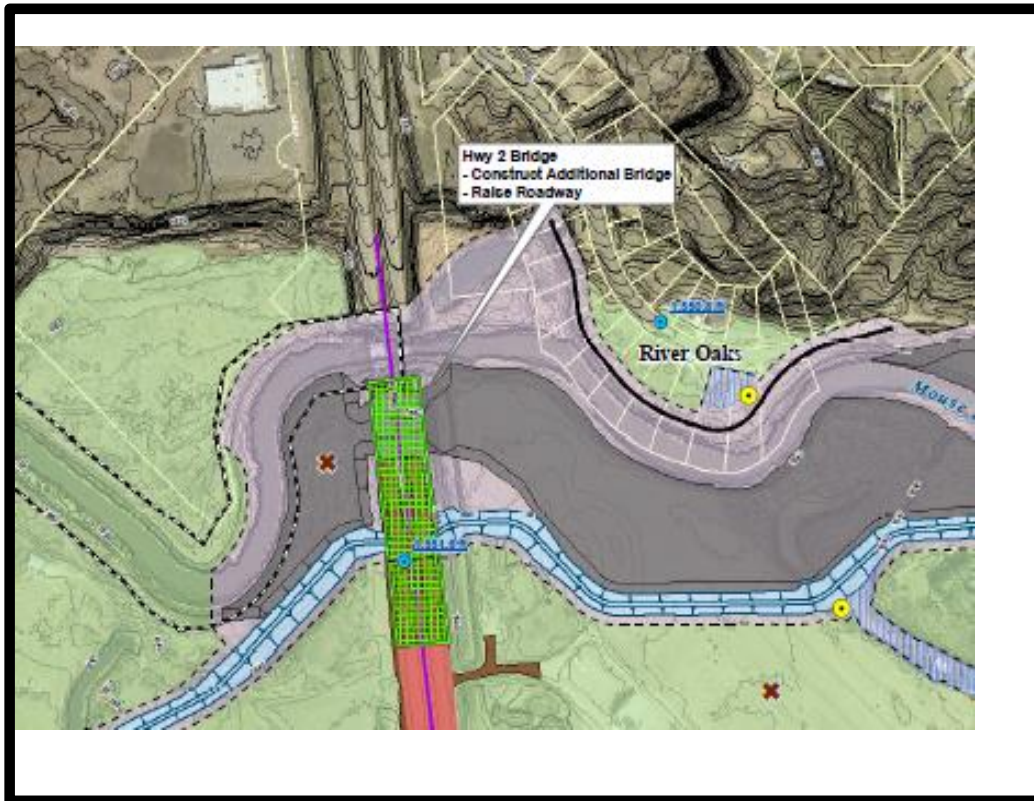
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	\$ 3,100,000	\$ -	\$ -	\$ -	\$ -	\$ 3,100,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 3,100,000	\$ -	\$ -	\$ -	\$ -	\$ 3,100,000



Project Name	River Oaks Acquisitions MI-16
Project Fund	Flood Control Capital (Fund 430)
Department	Public Works
Project Number	3529
Priority	
Scoring	100

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	2,015,000
Local: Sales Tax	1,085,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 3,100,000

Project Scoring

Department:	Public Works

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This project would consist of acquiring homes in River Oaks in lieu of constructing flood control. Analysis of the initial concept showed more houses needed to be acquired for flood control than the project would actually protect. The cost of protection far exceeds the cost of acquisition

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Acquisitions are funded 75% by ND State Water Commission and 25% by Minot sales tax dollars.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

The acquisition of homes in this area would leave a large City owned green space that would need regular mowing and maintenance

5. Any additional comments?

Appendix G – Sanitary Sewer Worksheets



Capital Improvement Plan

Department Summary

Department: Sanitary Sewer

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Wastewater Treatment Facility	SS-1	1	68	2030	2030	11,000,000
Department Total						\$ 11,000,000

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Wastewater Treatment Facility	SS-1	-	-	-	-	11,000,000
Department Total		\$ -	\$ -	\$ -	\$ -	\$ 11,000,000

Funding Sources:	
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	11,000,000
Other	-
Department Total	\$ 11,000,000

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	-	-	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	11,000,000
Other	-	-	-	-	-
Department Total	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	—	Design	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000	\$ 11,000,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000	\$ 11,000,000



Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	11,000,000
Other (specify)	-
Total Project	\$ 11,000,000

Project Scoring

Department: Sanitary Sewer

	Score
Health and Safety	15
New Federal/State Guidelines or Requirements	15
Capacity Constraints/Future Growth	18
Federal/State Funding	0
Existing Operational Deficiencies	20

68 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The current wastewater treatment facility is nearing capacity for peak flow conditions and treatment for certain water quality parameters. The EPA has also been discussing tightening of treatment requirements, which our current facility would not be capable of meeting. This project would construct a new mechanical wastewater treatment facility to replace the current lagoon system. A consultant would be hired to design the project and provide construction engineering services.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

This project would be funded using utility bonds. Alternate methods of funding will continue to be researched.

3. Describe the ranking of this request in comparison to other requests within the department.

Our currently treatment facility is meeting state and federal requirements. The urgency for when a new treatment plant is required will depend on how hard and how fast state and federal regulations force us to make improvements

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

A mechanical wastewater treatment facility is typically operated 24 hours a day, 365 days per year. This would require additional staff to monitor and operate the plant. Additionally, there would be power costs and wastewater treatment chemical costs.

5. Any additional comments?

Appendix H – Storm Sewer Worksheets



Capital Improvement Plan

Department Summary

Department: Storm Sewer

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
11th Ave SW Watershed Storm Sewer District	ST-1	1	79	2027	2029	14,965,000
Hacienda Hills Outfall Improvements	ST-2	2	55	2026	2027	1,252,000
Department Total						\$ 16,217,000

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
11th Ave SW Watershed Storm Sewer District	ST-1	-	1,665,000	-	13,300,000	-
Hacienda Hills Outfall Improvements	ST-2	252,000	1,000,000	-	-	-
Department Total		\$ 252,000	\$ 2,665,000	\$ -	\$13,300,000	\$ -

Funding Sources:	
Federal Funds	\$ -
State Funds	5,975,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	3,745,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	4,997,000
Local: Revenue Bonds	-
Other (specify)	1,500,000
Department Total	\$ 16,217,000

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	775,000	-	5,200,000	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	445,000	-	3,300,000	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	252,000	1,445,000	-	3,300,000	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	-	-	-	1,500,000	-
Department Total	\$ 252,000	\$ 2,665,000	\$ -	\$13,300,000	\$ -

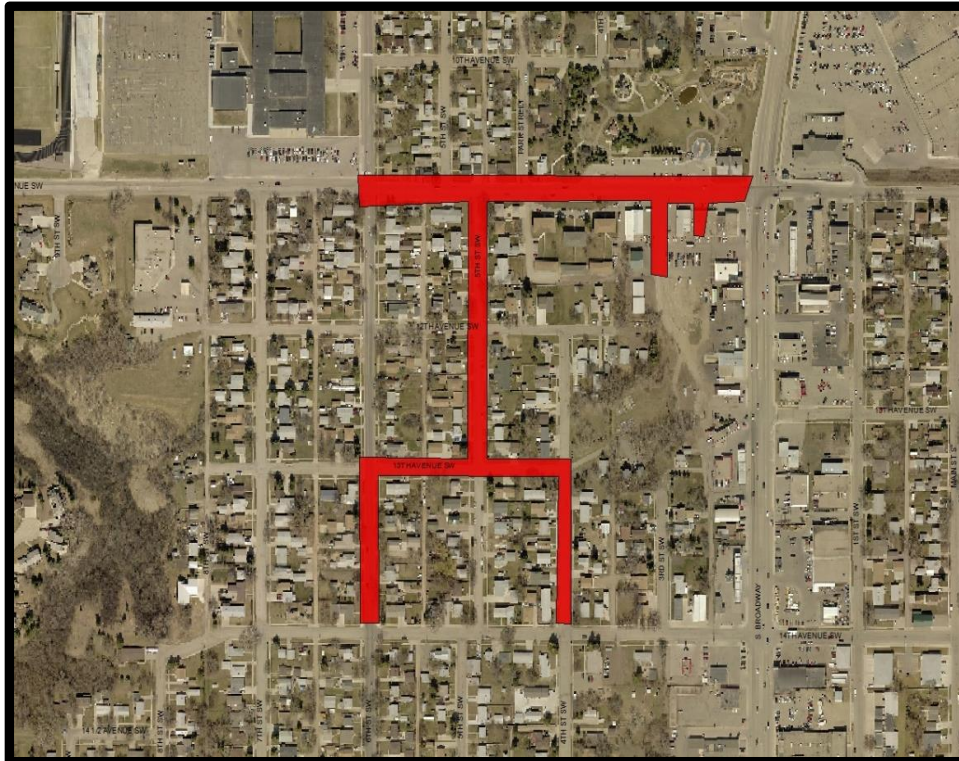


Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	Design	Design	Construction	Operation	
Capital Outlay	\$ -	\$ 1,665,000	\$ -	\$ 13,300,000	\$ -	\$ 14,965,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 1,665,000	\$ -	\$ 13,300,000	\$ -	\$ 14,965,000

Project Name	11th Ave SW Watershed Storm Sewer District
Project Fund	Capital Infrastructure (Fund 410)
Department	Storm Sewer
Project Number	
Priority	1
Scoring	79



Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	5,975,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	3,745,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	3,745,000
Local: Revenue Bonds	-
Other (water/sewer reserves)	1,500,000
Total Project	\$ 14,965,000

Project Scoring

Department: Storm Sewer

	Score
Severity of Flooding	14
Development of the Project Area	20
Safety to the Public	10
Classification of the Roadway	15
Project Feasibility	20

79 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The 11th Avenue SW watershed has had flooding issues for many decades. The primary issue is due to a lack of inlet capacity along 11th Avenue SW as there is no storm sewer south of 11th Avenue to collect the drainage from the watershed. All the runoff has to be conveyed to the catch basins on 11th Avenue which quickly become overwhelmed and the street floods. In addition, the underground utilities are from the 1960s and are in need of replacement. This will require a full reconstruction of 11th Avenue from Broadway to 6th Street.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The storm sewer project will be paid for with storm sewer development funding and special assessments. The water and sewer will be paid for with water and sewer reserves and the street reconstruction will be paid for with Hub City funds.

3. Describe the ranking of this request in comparison to other requests within the department.

This project is a combination of scoring from storm sewer and engineering scoring which scores well. Eliminating flooding on a collector roadway and replacing aging trunk infrastructure are good investments of tax dollars.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Design	Construction	Operation	Operation	Operation	
Capital Outlay	\$ 252,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,252,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 252,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,252,000



Project Name	Hacienda Hills Outfall Improvements
Project Fund	Capital Infrastructure (Fund 410)
Department	Storm Sewer
Project Number	
Priority	2
Scoring	55

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	1,252,000
Local: Revenue Bonds	-
Other (specify)	-
Total Project	\$ 1,252,000

Project Scoring

Department: Storm Sewer

	Score
Severity of Flooding	16
Development of the Project Area	10
Safety to the Public	10
Classification of the Roadway	5
Project Feasibility	14

55 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The Hacienda Hills outfall watershed encompasses over 200 acres of developed and 200 acres of sparsely developed property in southeast Minot. During runoff events several storm systems are routed through pipes and channels to a series of detention ponds before flowing out the Hacienda Hills outfall. Runoff then flows down a steep coulee and eventually enters the Souris River. Over the years, significant erosion has occurred through this system, partially due to others downstream. The proposed project will first study the most effective method to prevent future erosion. A future project can then be programmed.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

At this time, the improvements are being planned with storm sewer development funding. There is potential for future cost share by other entities but these opportunities must be explored further. It is likely the city will have to fund these improvements alone. In addition, the traditional method of special assessments may not be viable for this project due to the rural nature of many of these properties and the fact that some are outside city limits. Further research is necessary to understand the funding implications.

3. Describe the ranking of this request in comparison to other requests within the department.

The flooding impact damages only a few property owners, but the impacts are large. The high initial velocity coming from the pipes can be very dangerous. The high velocity is also what is causing the erosion.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

A solution that involves multiple small pools will need maintenance over time. Access to these pools in rugged terrain will be difficult.

5. Any additional comments?

This drainage issue is unique and a comprehensive study should be done first to identify potential alternatives before initiating a project. A potential project could be pushed later into the future.

Appendix I – Water Worksheets



Capital Improvement Plan

Department Summary

Department: Water

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
11th Ave. NW & Lincoln Ave. Watermain Replacement	W-1	0	65	2026	2026	\$ 7,299,000
2nd Ave. SW (16th St. SW - 1st Ave. SW)	W-2	0	64	2026	2027	1,810,000
Dakotah Homes 2nd Addition Watermain Replacement	W-3	0	64	2026	2027	3,897,000
Edison Area Watermain Replacement	W-4	0	64	2027	2028	3,696,200
South Hill Complex Area Watermain Replacement	W-5	0	64	2027	2028	3,936,000
Eastwood Park Watermain Replacement	W-6	0	84	2028	2029	5,048,200
BelAir Area Watermain Replacement	W-7	0	64	2028	2029	3,998,400
Area West of NDSF Watermain Replacement	W-8	0	64	2029	2030	4,233,300
SE Area Utility Rehabilitation	W-9	0	64	2029	2030	5,104,500
Area East of Corbett Field Watermain Replacement	W-10	0	64	2030	2030	550,000
Roosevelt School Area Watermain Replacement	W-11	0	64	2030	2030	525,000
Water & Sewer Building	W-12	0	50	2030	2030	2,500,000
Department Total						\$ 42,597,600

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
11th Ave. NW & Lincoln Ave. Watermain Replacement	W-1	\$ 7,299,000	\$ -	\$ -	\$ -	\$ -
2nd Ave. SW (16th St. SW - 1st Ave. SW)	W-2	350,000	1,460,000	-	-	-
Dakotah Homes 2nd Addition Watermain Replacement	W-3	350,000	3,547,000	-	-	-
Edison Area Watermain Replacement	W-4	-	410,000	3,286,200	-	-
South Hill Complex Area Watermain Replacement	W-5	-	410,000	3,526,000	-	-
Eastwood Park Watermain Replacement	W-6	-	-	461,300	4,586,900	-
BelAir Area Watermain Replacement	W-7	-	-	436,400	3,562,000	-
Area West of NDSF Watermain Replacement	W-8	-	-	-	461,300	3,772,000
SE Area Utility Rehabilitation	W-9	-	-	-	492,000	4,612,500
Area East of Corbett Field Watermain Replacement	W-10	-	-	-	-	550,000
Roosevelt School Area Watermain Replacement	W-11	-	-	-	-	525,000
Water & Sewer Building	W-12	2,500,000	-	-	-	-
Department Total		\$10,499,000	\$ 5,827,000	\$ 7,709,900	\$ 9,102,200	\$ 9,459,500

Funding Sources:	
Federal Funds	\$ -
State Funds	24,026,200
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	18,571,400
Department Total	\$ 42,597,600

Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	4,799,000	3,520,000	4,625,500	5,406,000	5,675,700
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	5,700,000	2,307,000	3,084,400	3,696,200	3,783,800
Department Total	\$10,499,000	\$ 5,827,000	\$ 7,709,900	\$ 9,102,200	\$ 9,459,500



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	\$ 7,299,000	\$ -	\$ -	\$ -	\$ -	\$ 7,299,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 7,299,000	\$ -	\$ -	\$ -	\$ -	\$ 7,299,000



Project Name	11th Ave. NW & Lincoln Ave. Watermain Re
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	65

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	4,379,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	2,920,000
Total Project	\$ 7,299,000

Project Scoring

Department:	Water	
		Score
	Health and Safety	20
New Federal/State Guidelines or Requirements		0
Capacity Constraints/Future Growth		15
Federal/State Funding		20
Existing Operational Deficiencies		10
		65 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the areas around 11th Ave. NW and Lincoln Ave. where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Design will be completed in 2025 and this is the highest ranking construction project for 2026.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Design	Construction	—	—	—	
Capital Outlay	\$ 350,000	\$ 1,460,000	\$ -	\$ -	\$ -	\$ 1,810,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 350,000	\$ 1,460,000	\$ -	\$ -	\$ -	\$ 1,810,000



Project Name	2nd Ave. SW (16th St. SW - 1st Ave. SW)
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	64

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	1,110,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	700,000
Total Project	\$ 1,810,000

Project Scoring

Department:	Water
	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	0
Capacity Constraints/Future Growth	14
Federal/State Funding	20
Existing Operational Deficiencies	10
64 /100	

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes 2nd Ave SW, from 16th St SW to 1st Ave SW, where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well. 2nd Ave SW, from 30th St SW to 1st Ave SW, will be replaced in 2025.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Highest ranking construction project in 2027.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Design	Construction	—	—	—	
Capital Outlay	\$ 350,000	\$ 3,547,000	\$ -	\$ -	\$ -	\$ 3,897,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 350,000	\$ 3,547,000	\$ -	\$ -	\$ -	\$ 3,897,000



Project Name	Dakotah Homes 2nd Addition Watermain Rep
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	64

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	2,338,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	1,559,000
Total Project	\$ 3,897,000

Project Scoring

Department:	Water

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the Dakotah Homes 2nd Addition area where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Design will be completed in 2026 and this is the second highest ranking construction project for 2027.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

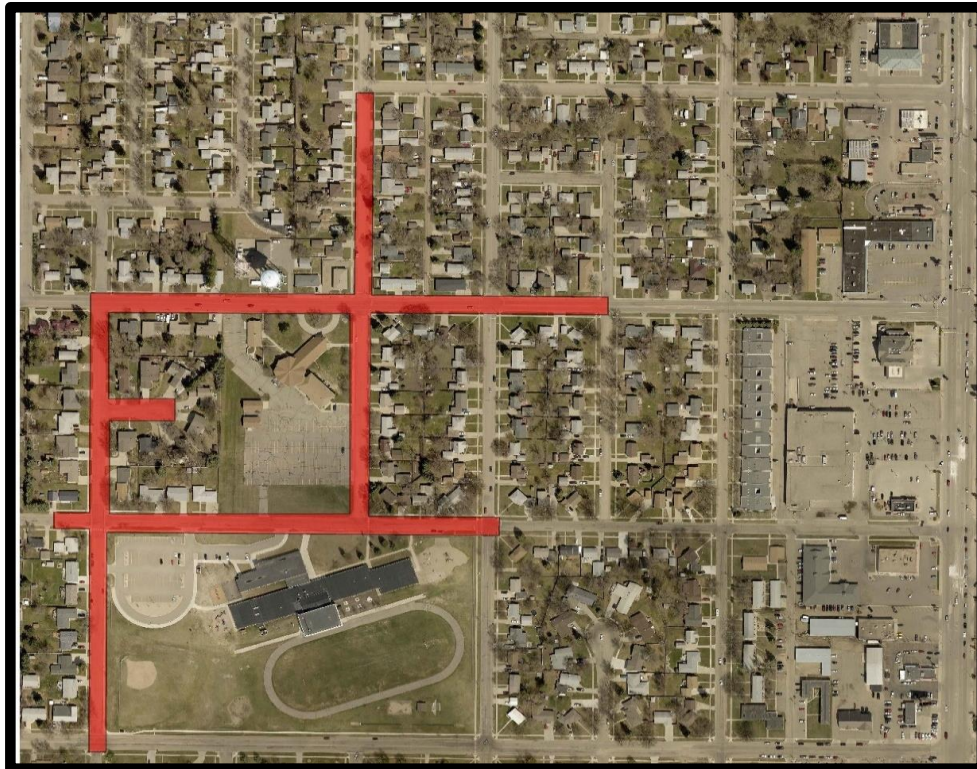
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	Design	Construction	—	—	
Capital Outlay	\$ -	\$ 410,000	\$ 3,286,200	\$ -	\$ -	\$ 3,696,200
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 410,000	\$ 3,286,200	\$ -	\$ -	\$ 3,696,200



Project Name	Edison Area Watermain Replacement
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	64

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	2,217,700
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	1,478,500
Total Project	\$ 3,696,200

Project Scoring

Department:		Water
		Score
	Health and Safety	20
New Federal/State Guidelines or Requirements		0
	Capacity Constraints/Future Growth	14
	Federal/State Funding	20
	Existing Operational Deficiencies	10

64 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the Edison School area, where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Second highest ranking construction project in 2028.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

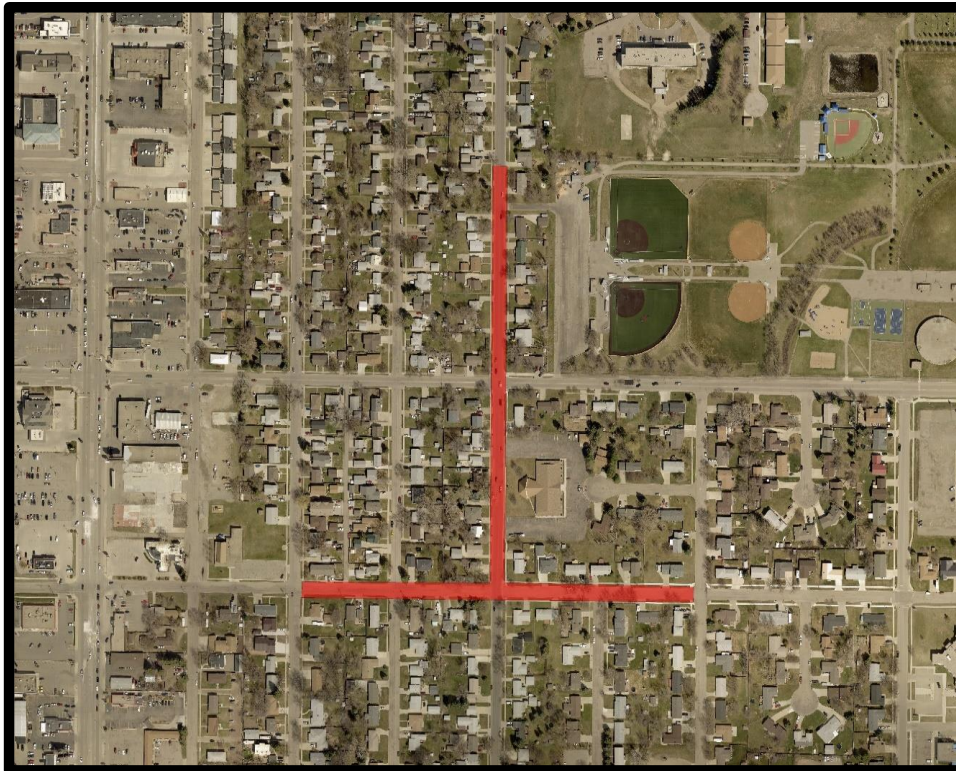
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	Design	Construction	—	—	
Capital Outlay	\$ -	\$ 410,000	\$ 3,526,000	\$ -	\$ -	\$ 3,936,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ 410,000	\$ 3,526,000	\$ -	\$ -	\$ 3,936,000



Project Name	South Hill Complex Area Watermain Replace
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	64

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	2,361,600
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	1,574,400
Total Project	\$ 3,936,000

Project Scoring

Department:		Water
		Score
	Health and Safety	20
New Federal/State Guidelines or Requirements		0
	Capacity Constraints/Future Growth	14
	Federal/State Funding	20
	Existing Operational Deficiencies	10

64 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the South Hill Complex area, where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Highest ranking construction project in 2028.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Design	Construction	—	
Capital Outlay	\$ -	\$ -	\$ 461,300	\$ 4,586,900	\$ -	\$ 5,048,200
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 461,300	\$ 4,586,900	\$ -	\$ 5,048,200



Project Name	Eastwood Park Watermain Replacement
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	84

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	2,973,600
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	2,074,600
Total Project	\$ 5,048,200

Project Scoring

Department:	Water
	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	20
Capacity Constraints/Future Growth	14
Federal/State Funding	20
Existing Operational Deficiencies	10

84 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the Eastwood Park area, where there are a lot of breaks and water quality and fire flow issues. This area is known to have many lead service lines which need to be replaced as part of the revised Lead and Copper Rule.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Highest ranking construction project in 2029.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

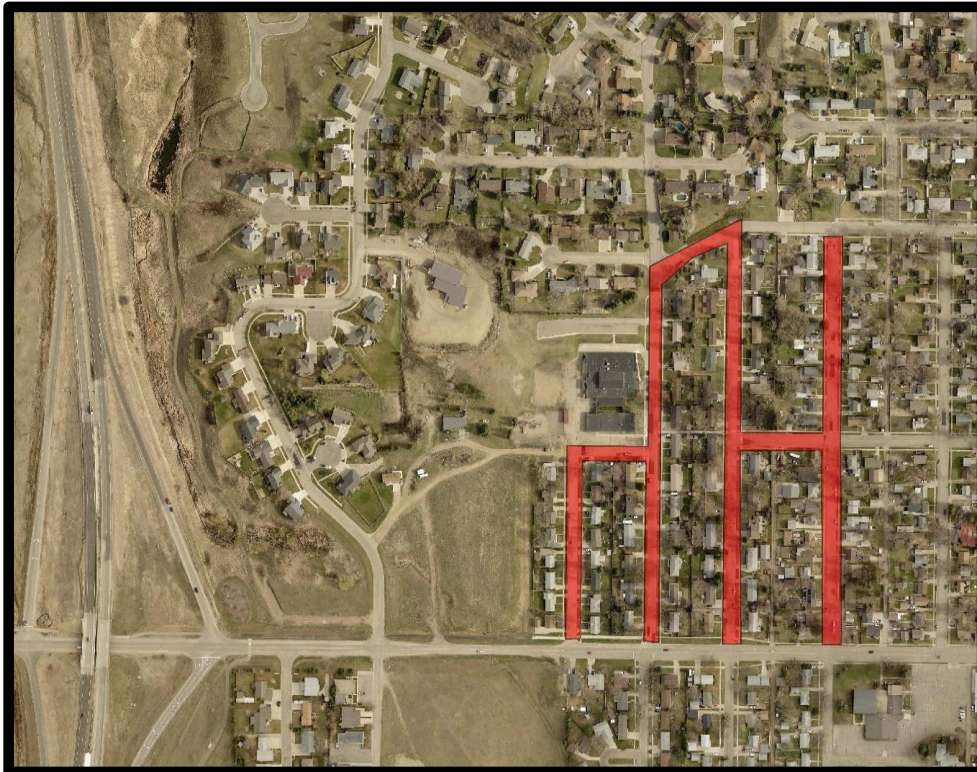
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	Design	Construction	—	
Capital Outlay	\$ -	\$ -	\$ 436,400	\$ 3,562,000	\$ -	\$ 3,998,400
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ 436,400	\$ 3,562,000	\$ -	\$ 3,998,400



Project Name	BelAir Area Watermain Replacement
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	64

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	2,398,600
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	1,599,800
Total Project	\$ 3,998,400

Project Scoring

Department:	Water	
		Score
	Health and Safety	20
New Federal/State Guidelines or Requirements		0
Capacity Constraints/Future Growth		14
Federal/State Funding		20
Existing Operational Deficiencies		10
64 /100		

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the BelAir School area, where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Second highest ranking construction project in 2029.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	Design	Construction	
Capital Outlay	\$ -	\$ -	\$ -	\$ 461,300	\$ 3,772,000	\$ 4,233,300
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ 461,300	\$ 3,772,000	\$ 4,233,300



Project Name	Area West of NDSF Watermain Replacement
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	64

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	2,540,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	1,693,300
Total Project	\$ 4,233,300

Project Scoring

Department:	Water
	Score
Health and Safety	20
New Federal/State Guidelines or Requirements	0
Capacity Constraints/Future Growth	14
Federal/State Funding	20
Existing Operational Deficiencies	10

64 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the area west of the NDSF, where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered, they will be replaced as part of this project.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Second highest ranking construction project in 2030.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

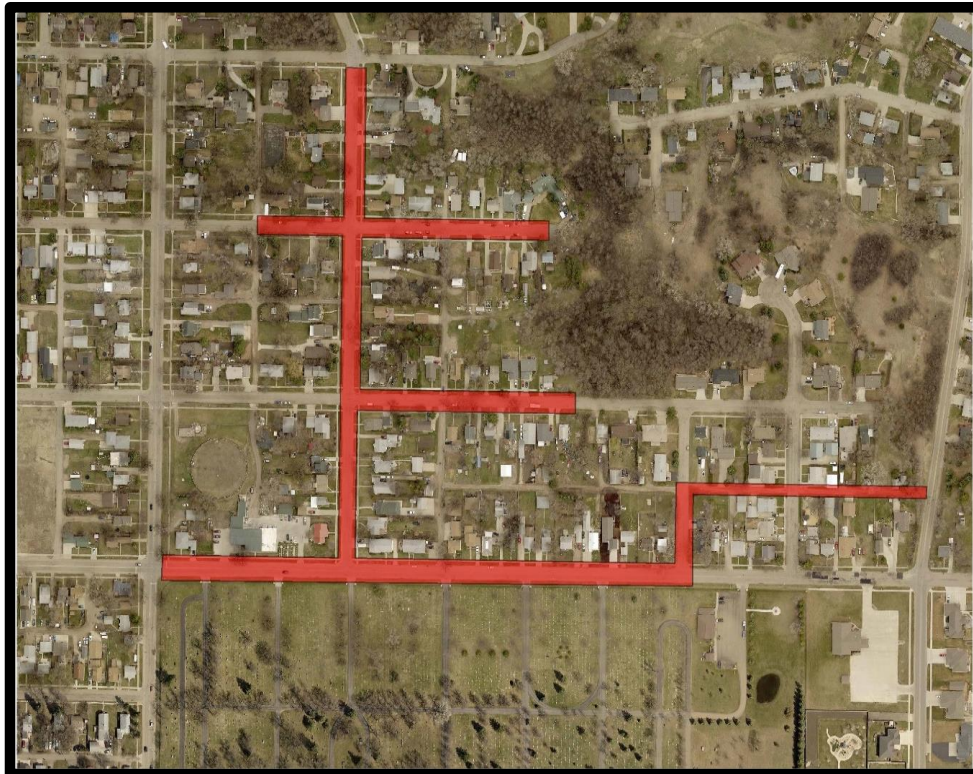
5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	Design	Construction	
Capital Outlay	\$ -	\$ -	\$ -	\$ 492,000	\$ 4,612,500	\$ 5,104,500
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ 492,000	\$ 4,612,500	\$ 5,104,500



Project Name	SE Area Utility Rehabilitation
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	64

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	3,062,700
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	2,041,800
Total Project	\$ 5,104,500

Project Scoring

Department:		Water
		Score
	Health and Safety	20
New Federal/State Guidelines or Requirements		0
	Capacity Constraints/Future Growth	14
	Federal/State Funding	20
	Existing Operational Deficiencies	10

64 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the SE area, where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered, they will be replaced as part of this project.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Highest ranking construction project in 2030.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	—	Design	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 550,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 550,000



Project Name	Area East of Corbett Field Watermain Replace
Project Fund	Capital Infrastructure (Fund 410)
Department	Water
Project Number	
Priority	
Scoring	64

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	330,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	220,000
Total Project	\$ 550,000

Project Scoring

Department:	Water	
		Score
	Health and Safety	20
New Federal/State Guidelines or Requirements		0
Capacity Constraints/Future Growth		14
Federal/State Funding		20
Existing Operational Deficiencies		10
64 /100		

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the area east of Corbett Field, where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered, they will be replaced as part of this project.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Second highest ranking design project in 2031.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	—	—	—	—	Design	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 525,000	\$ 525,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ -	\$ -	\$ -	\$ -	\$ 525,000	\$ 525,000



Project Name	Roosevelt School Area Watermain Replaceme
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	64

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	315,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	210,000
Total Project	\$ 525,000

Project Scoring

Department:	Water	
		Score
	Health and Safety	20
New Federal/State Guidelines or Requirements		0
Capacity Constraints/Future Growth		14
Federal/State Funding		20
Existing Operational Deficiencies		10
64 /100		

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

Replacement of old cast iron pipes in the Roosevelt Elementary School area, where there are a lot of breaks and water quality and fire flow issues. If lead service lines are encountered, they will be replaced as part of this project.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

ND Department of Water Resources funding at 60% of the total cost and a DWSRF loan at 40% of the total cost.

3. Describe the ranking of this request in comparison to other requests within the department.

Highest ranking design project in 2031.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even be decreased due to not having to replace or repair old failing cast iron pipes.

5. Any additional comments?



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000



Project Name	Water & Sewer Building
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Priority	
Scoring	50

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	2,500,000
Total Project	\$ 2,500,000

Project Scoring

Department:		Water
		Score
	Health and Safety	20
New Federal/State Guidelines or Requirements		0
	Capacity Constraints/Future Growth	20
	Federal/State Funding	0
	Existing Operational Deficiencies	10

50 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

The roof of the existing water and sewer building leaks and to repair it would require structural improvements which would make very expensive. The building is being used to it's full capacity and a larger and better laid out space is badly needed. Thus, funding is requested for the construction of a new water and sewer building.

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

The project would be funded through utility fees.

3. Describe the ranking of this request in comparison to other requests within the department.

The age of the building and the condition of the roof pose employee safety concerns making this a high priority.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

Normal operations and maintenance may even decrease due to not having to do constant repairs on the existing building.

5. Any additional comments?



Capital Improvement Plan

Department Summary

Department: Police

Projects:	Project No.	Priority	Scoring	Start Year	Finish Year	Total 5-Year Costs
Police Department Facility	PD-1	1	75	2026	2029	18,162,500
Department Total						\$ 18,162,500

Project Costs by Year:	Project No.	2026	2027	2028	2029	2030
Police Department Facility	PD-1	\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500
Department Total		\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500

Funding Sources:	
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	151,500
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	18,011,000
Department Total	\$ 18,162,500

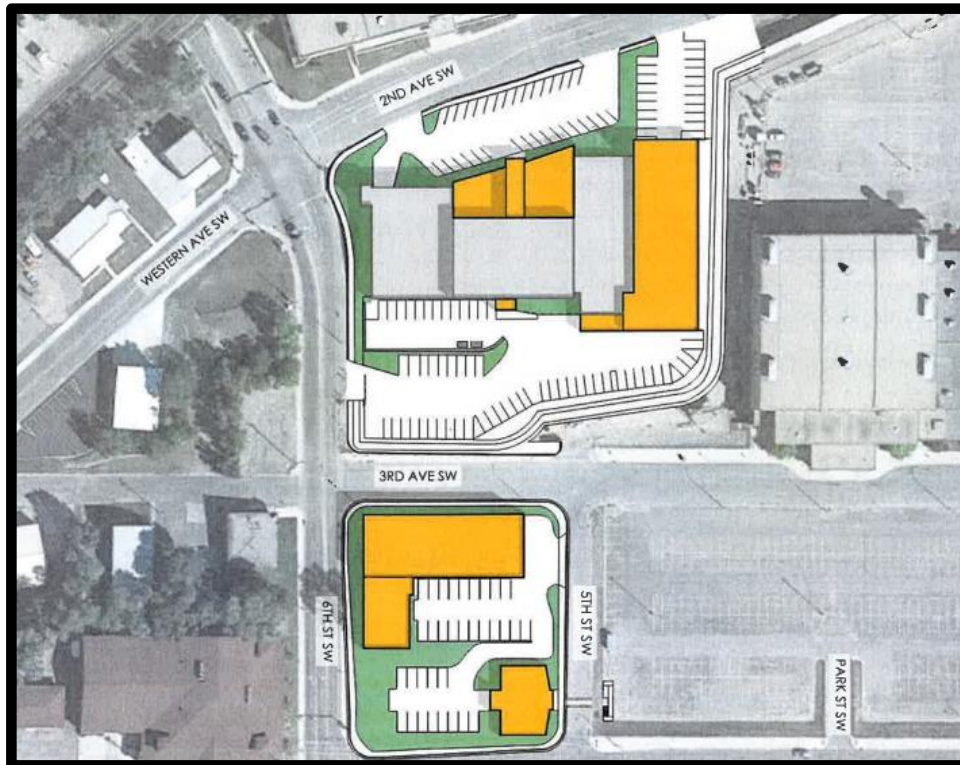
Funding Sources by Year:	2026	2027	2028	2029	2030
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds	-	-	-	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	75,000	76,500
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	786,000	-	17,225,000	-	-
Department Total	\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500



Capital Improvement Plan

Estimated Project Costs

	2026	2027	2028	2029	2030	Total 5-Year Costs
Project Status	Design	Design	Construction	Operation	Operation	
Capital Outlay	\$ 786,000	\$ -	\$ 17,225,000	\$ -	\$ -	\$ 18,011,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	75,000	76,500	151,500
Total Project	\$ 786,000	\$ -	\$ 17,225,000	\$ 75,000	\$ 76,500	\$ 18,162,500



Project Name	Police Department Facility
Project Fund	Capital Infrastructure (Fund 410)
Department	Police
Project Number	2026-01
Priority	1
Scoring	75

Estimated Funding Sources

	Amount
Federal Funds	\$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	151,500
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	18,011,000
Total Project	\$ 18,162,500

Project Scoring

Department: Police

	Score
Public Safety Infrastructure (30)	30
Regulatory Compliance (30)	25
Project Feasibility (20)	15
Project Funding (20)	5
N/A	0

75 /100

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested and why the need exists. If applicable, describe employee requests, need for a consultant, and any required equipment. If construction is part of the request, describe the service impact of the completed request.

This request is to remodel the existing police department to meet the needs of the City of Minot.

In 2023 The Minot City Council commissioned a study to address City's aging police department and municipal court and to examine the needs of the department and city. The overall goal of this study was to create a design plan that will meet Minot's needs for the next 25 years while addressing safety and liability issues, improving process efficiencies for personnel and citizens, ensuring long term value of investment, creating a welcoming environment, and proactively planning for growth over the next 25 years. On October 2, 2023, EAPC Architects Engineering, the firm selected for the study, delivered the report titled the Minot Police Departments Needs and Feasibility Assessment.

In review of the needs of the police department, EAPC utilized a LEAN process, a consensus building planning system that establishes a process and metric to measure success of the work, to ensure the study captured what was important to the City of Minot. EAPC then completed a facility assessment or a comprehensive review of the physical infrastructure of the building, an analysis of existing space usage, and a growth projection based on staffing levels and future city population estimates. Utilizing this information they developed a space needs analysis to project the space required to meet the needs of the department.

Since the original structure was constructed prior to the Americans with Disabilities Act (ADA), the study found several basic concerns to include multiple level changes with stairs only. Furthermore, the building has undergone several remodels and as a result of multiple level changes and remodels, the buildings existing space usage and flow exhibit multiple inefficiencies to include separation of working spaces and level changes within workspaces. From their analysis EAPC estimated the 25-year space needs of the Minot Police Department to be 75,209 square feet which is consistent with national standards for space needs of an agency of this size. This current structure falls 34,059 square feet short at a total of 41,150 square feet.

However, the costs for a full remodel and expansion at the existing site is currently out of reach financially. At the council's CIP workshop, council requested staff develop an option for a remodel of the existing building only and address the current building's critical needs. A high level cost estimate has been developed for consideration. If council elects to move forward, more

2. Describe the proposed method of funding. If funding is split between Funds (i.e. General, Enterprise, Grant), please list the anticipated amounts from each fund.

Depending on the size and magnitude of this project, the project funding sources may vary. The 2026 design will be funded by general fund reserves and the reserves already set aside from the

3. Describe the ranking of this request in comparison to other requests within the department.

This is a top priority as the department as functionality of the current space continues to hamper productivity and operations as well as expensive repairs and updates will need to be made to the current building to current operations. These are expenses that could be avoided with a remodel or repair.

4. Does this request require continued operation and maintenance activities? If so, provide a general description of the operation and maintenance needed for this request

There will continue to be a cost to operation and maintenance activities. There will be no further personnel expenses that are not already accounted for.

5. Any additional comments?



TO: Mayor and Members of the City Council

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

DATE: May 19, 2025

SUBJECT: ALCOHOLIC BEVERAGE LICENSE

I. RECOMMENDED ACTION

It is recommended City Council approve the Basecamp Indian Kitchen, LLC dba the Basecamp Indian Kitchen (1425 24th Ave SW Ste 5) Supper Club license for May 19, 2025 to December 31, 2025 contingent on the approvals of the Minot Police Department, Inspections Department, Fire Department, and Chief of Police; along with waiving the 2025 annual fee.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

In August 2024, the City Council approved a Supper Club license for Basecamp Indian Kitchen, LLC. The owners were unable to obtain a license from the State of ND, so they were not able to sell any alcoholic beverages in 2024. They have since provided the state with the necessary documentation and submitted a renewal of the City of Minot license. The state will not approve them without a City of Minot liquor license.

City staff are still looking into the necessary inspections and background checks. The approval of this license would be contingent on passing the required inspections and background checks and the approval of the Chief of Police. This is coming to City Council to decide whether to waive the fee due to the applicant not being able to use the license in 2024.

B. Proposed Project

N/A

C. Recommendation Detail

If the establishment would like to sell alcohol, the license needs to be approved by City Council prior to that time. It would be the staff recommendation to approve the license contingent on the approval of the Minot Police Department, Fire Department, Inspections Department, and Chief of Police; and to waive the \$3,125 renewal fee for 2025.

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The fees vary depending on the type of license and are deposited into the appropriate general fund revenue account. The owners paid \$3,125 for a license in 2024 they were unable to use. They have since submitted the necessary paperwork to the State of ND and now need a license from the City of Minot.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor and Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: May 19, 2025

SUBJECT: MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR FLOCK SERVICES

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the Master Services Agreement with Flock Group Inc.;**
- 2. Approve the draft policy; and**
- 3. Authorize the Mayor to sign the document.**

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

The Police Department requested Flock service, a license plate reader (LPR) service, in the 2025 Annual Budget. The Minot City Council Approved the Budget on second reading. On April 7, 2025, the City Council motioned to table this item until the Minot Police Department had a draft policy for the system. Attached to the item is the draft policy for the Flock system.

B. Proposed Project

The Flock Service is a static pole-mounted camera system that utilizes advanced technology to identify and read license plates that pass by a fixed point. The system provides alerts to police for various pre-determined reasons, including public safety and wanted vehicles. The system provides law enforcement agencies with a powerful tool to track and identify vehicles involved in criminal activity. For example, it can help find stolen vehicles or trace the movement of suspects.

C. Recommendation Detail

Flock Service balances the advancement of public safety with safeguarding civil liberties. Flock permits agencies using its LPR technology to implement clear guidelines regarding data storage, retention, and sharing as well as options for

transparency and accountability, including a robust mechanism for oversight, to ensure that the system is used fairly and responsibly.

IV. IMPACT

A. Aspirations

Prepared and resilient - Utilizing a force multiplier to obtain better results with fewer resources.

Sage and welcoming - Providing optimal security and investigative resources to protect citizens and visitors.

Excellent and connected - Utilizing connection and data of partners to protect the citizens of Minot

B. Service/Delivery Impact:

FLOCK LPR (License Plate Recognition) is a "force multiplier" because it enhances the ability of law enforcement personnel to monitor, track, and respond to incidents much more efficiently. It permits the Police Department to solve more crime with fewer officers.

C. Fiscal Impact

Flock LPR was included in the 2025 budget under Rentals.

Project Costs

Year 1 - \$31,500.00

Year 2 - \$30,000.00

Total - \$61,500.00

Project Funding

10021000-44400 - Rentals (Hardware/Software) \$30,000

10021000-43300 - Other Professional Services (Implementation Fee)
\$1,500

VI. ALTERNATIVES

1. The council could decline approval of the master services agreement with Flock Group Inc. and decline to utilize the service.

2. The council could direct the Police Department to research other LPT services.

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

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

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***“Support Services”***).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (***“Service Interruption”***). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“***Deployment Plan***”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), (EXHIBIT C) and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system.

Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: P.O. BOX 5006

MINOT, NORTH DAKOTA 58702

ATTN: FINANCE DIRECTOR

EMAIL: finance@minotnd.gov

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

EXHIBIT C

Reinstall Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, and subsequent changes to the deployment plane ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email support@flocksafety.com

Professional Services Schedule:

Initial Camera Installation

- | | |
|---------------------------|---------|
| • Existing Infrastructure | \$150 |
| • Standard Install | \$650 |
| • Advanced Install | \$1,250 |

Camera Relocations

- | | |
|--|---------|
| • Falcon/"Sparrow camera relocation, existing pole | \$350 |
| • Falcon/Sparrow relocation, Flock pole | \$750 |
| • Condor relocation, existing pole | \$750 |
| • Condor relocation, existing pole, and AC hookup by Flock | \$1,500 |
| • | |

Equipment Replacements

- | | |
|---|---------|
| • Camera replacement as a result of vandalism, theft, or damage | \$800 |
| • Flock pole replacement as a result of vandalism, theft or damage | \$500 |
| • Advanced pole replacement as a result of vandalism, theft or damage | \$2,000 |
| • Technician visit for any other reason not listed above | \$350 |
| • Solar panel replacement as a result of vandalism, theft, or damage | \$350 |

Flock Safety Falcon Flex Replacements

- Replacement Camera \$800
- Replacement Battery \$750
- Replacement Solar Panel \$500
- Replacement DC Power Kit \$150
- Replacement AC Power Kit \$150
- Replacement Cables(s) \$50

Flock Safety + City of Minot

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Taylor Moch
taylor.moch@flocksafety.com
7012001283



EXHIBIT A
ORDER FORM

Customer: City of Minot
Legal Entity Name: City of Minot
Accounts Payable Email: finance@minotnd.gov
Address: 10 3rd Ave SW, Minot, North Dakota 58701

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	10	\$1,500.00

Subtotal Year 1: \$31,500.00
Annual Recurring Subtotal: \$30,000.00
Estimated Tax: \$0.00
Contract Total: \$61,500.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$31,500.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$61,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: City of Minot

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Automated License Plate Readers (ALPR)

428.1 PURPOSE AND SCOPE

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. The ALPR is used by the Minot Police Department to convert data associated with vehicle license plates and use it for official law enforcement purposes. The ALPR may also be used to gather information related to active warrants, homeland security, suspect interdiction and stolen property recovery.

428.2 ADMINISTRATION OF ALPR DATA

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Division Commander. The Administration Division Commander will assign personnel under his/her command to administer the day-to-day operation of the ALPR equipment and data.

428.3 ALPR OPERATION

Use of ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) An ALPR shall only be used for official and legitimate law enforcement business. An ALPR shall not be used for personal or political purposes. The ALPR system shall not be used for the purpose of interfering with individuals engaged in lawful First Amendment activities.
- (b) An ALPR may be used in conjunction with any law enforcement operation or official department investigation related to felony level stolen property offenses, narcotics distribution or manufacturing, stolen motor vehicles, missing persons or violent crimes. ALPR data may also be used in any circumstance where there is a justifiable concern for the immediate safety of a person or persons. A minimum of reasonable suspicion or probable cause is necessary before accessing ALPR data.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas surrounding homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access Criminal Justice Information Sharing (CJIS) data unless otherwise authorized to do so.
- (f) Upon receipt of an alert and prior to performing a traffic stop, the officer must visually confirm that the scanned plate matches the alert with regard to plate letters, numbers and issuing state. If practicable, the officer should verify an ALPR response through NCIC, CJIS, or local records before taking enforcement action that is based solely upon an ALPR alert.

Automated License Plate Readers (ALPR)

428.4 ALPR DATA COLLECTION AND RETENTION

All data and images gathered by ALPR are for the official use of the Minot Police Department. Because such data may contain confidential information, it is not open to public review. The ALPR information gathered and retained by this department may be used and shared with prosecutors or others only as permitted by law.

The Administration Division Commander is responsible to ensure proper collection and retention of ALPR data. The retention of data gathered and not related to a incident or case will not exceed 30 days.

All ALPR data downloaded to the server should be stored for the period identified in the department records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

428.5 ACCOUNTABILITY AND SAFEGUARDS

All saved data will be closely safeguarded and protected by both procedural and technological means. The Minot Police Department will observe the following safeguards regarding access to and use of stored data:

- (a) All non-law enforcement requests for access to stored ALPR data shall be referred to the Records Sergeant and processed in accordance with applicable law.
- (b) All ALPR data downloaded to the mobile work station and server shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only with the specific case or incident number included in the search request, such as when the data relates to a specific criminal investigation.
- (d) ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes, consistent with applicable law.
- (e) ALPR system audits shall be conducted every 30 days by the departments Office of Professional Standards. The purpose of the audit will be to determine the number of searches and to determine if the searches were conducted within the policy of the department. A total review of usage will be conducted quarterly by the finance department.
- (f) Any persons accessing ALPR data outside the scope indicated above shall be subject to disciplinary action.
- (g) Supervisor notification is required and shall be made prior to any search request. Hot sheet entries shall be made by a supervisor or require supervisor approval at a minimum.

Minot Police Department

Minot PD Policy Manual

Automated License Plate Readers (ALPR)

From: [Jennifer Kleen](#)
To: [Mikayla McWilliams](#)
Subject: FW: Possible policy revisions
Date: Monday, May 19, 2025 5:47:32 PM

From: Jennifer Kleen <jennifer.kleen@minotnd.gov>
Date: Monday, May 19, 2025 at 5:41 PM
To: Paul Pitner <paul.pitner@minotnd.gov>
Subject: Re: Possible policy revisions

Copy!

From: Paul Pitner <paul.pitner@minotnd.gov>
Date: Monday, May 19, 2025 at 5:38 PM
To: Jennifer Kleen <jennifer.kleen@minotnd.gov>
Cc: Paul Pitner <paul.pitner@minotnd.gov>
Subject: Fwd: Possible policy revisions

Use this one! Please and thank you.

Sent from my iPad

Begin forwarded message:

From: Paul Pitner <paul.pitner@minotnd.gov>
Date: May 19, 2025 at 5:34:25 PM CDT
To: Jennifer Kleen <jennifer.kleen@minotnd.gov>
Cc: Paul Pitner <paul.pitner@minotnd.gov>
Subject: Fwd: Possible policy revisions

Sent from my iPad

Begin forwarded message:

From: Paul Pitner <paul.pitner@minotnd.gov>
Date: May 19, 2025 at 2:48:59 PM CDT
To: Dale Plessas <dale.plessas@minotnd.gov>
Subject: Possible policy revisions

Minot Police Department - ALPR Policy

428.1 PURPOSE AND SCOPE

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. The ALPR is used by the Minot Police Department to convert data associated with vehicle license plates and use it for official law enforcement purposes. The ALPR may also be used to gather information related to active warrants, homeland security, suspect interdiction and stolen property recovery. **ALPR technology shall not be used for general surveillance, or intelligence gathering unrelated to specific, documented criminal investigations.**

428.2 ADMINISTRATION OF ALPR DATA

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Division Commander. The Administration Division Commander will assign personnel under his/her command to administer the day-to-day operation of the ALPR equipment and data. **All ALPR system actions, access, and data handling must be logged and included in quarterly privacy audits conducted by the Office of Professional Standards.**

428.3 ALPR OPERATION

Use of ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

(a) An ALPR shall only be used for official and legitimate law enforcement business. An ALPR shall not be used for personal or political purposes. The ALPR system shall not be used for the purpose of interfering with individuals engaged in lawful First Amendment activities.

(b) An ALPR may be used in conjunction with any law

enforcement operation or official department investigation related to felony level stolen property offenses, narcotics distribution or manufacturing, stolen motor vehicles, missing persons or violent crimes. ALPR data may also be used in any circumstance where there is a justifiable concern for the immediate safety of a person or persons. A minimum of **articulable** reasonable suspicion or probable cause is necessary before accessing ALPR data. **ALPR data may not be used for pretextual or speculative searches. Each access request must include a case or incident number and justification.**

(c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas surrounding homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access Criminal Justice Information Sharing (CJIS) data unless otherwise authorized to do so.

(f) Upon receipt of an alert and prior to performing a traffic stop, the officer must visually confirm that the scanned plate matches the alert with regard to plate letters, numbers and issuing state. If practicable, the officer should verify an ALPR response through NCIC, CJIS, or local records before taking enforcement action that is based solely upon an ALPR alert.

428.4 ALPR DATA COLLECTION AND RETENTION

All data and images gathered by ALPR are for the official use of the Minot Police Department. Because such data may contain confidential information, it is not open to public review. The ALPR information gathered and retained by this department may be used and shared with prosecutors or others only as permitted by law.

The Administration Division Commander is responsible to ensure proper collection and retention of ALPR data. **All ALPR data not linked to an active criminal investigation shall be automatically deleted after 30 days. No extension of this period is permitted unless authorized in writing by the Administration Division Commander with documentation of the associated case number.**

All ALPR data downloaded to the server should be stored for the period identified in the department records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

428.5 ACCOUNTABILITY AND SAFEGUARDS

All saved data will be closely safeguarded and protected by both procedural and technological means. The Minot Police Department will observe the following safeguards regarding access to and use of stored data:

(a) All non-law enforcement requests for access to stored ALPR data shall be referred to the Records Sergeant and processed in accordance with applicable law.

(b) All ALPR data downloaded to the mobile work station and server shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time. All searches must be tied to a specific, documented case number, and personnel must enter a reason for access before querying the system. Unauthorized searches are strictly prohibited.

(c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only and must enter a case number and written justification for each access request. Speculative searches are prohibited.

(d) ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes, consistent with applicable law.

(e) ALPR system audits shall be conducted every 30 days by the department's Office of Professional Standards. The purpose of the audit will be to determine the number of searches and to determine if the searches were conducted within the policy of the department. A total review of usage will be conducted quarterly by the finance department.

(f) Any persons accessing ALPR data outside the scope indicated above shall be subject to disciplinary action.

(g) Supervisor notification is required and shall be made prior to any search request.

428.8 COMMUNITY OVERSIGHT (Optional)

A appointed oversight board or privacy advisory committee shall review ALPR policy and audit reports annually to ensure alignment with community values and legal standards.