



Regular City Council Meeting
Monday, April 6, 2026, 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. PROCLAMATIONS

4. REPORTS

4.1. CITY MANAGER'S REPORT

4.2. CITY ATTORNEY'S REPORT

5. PLANNING COMMISSION

5.1. CONSIDER THE REPORT OF THE PLANNING COMMISSION

5.2. PUBLIC HEARING: CASE #2026-07 - 2701 30TH AVE NW - ZONING MAP
AMENDMENT, ANNEXATION

RECOMMENDED ACTION

It is recommended City Council approve the annexation and rezone in alignment with the Planning Commission's recommendation. The ordinance for the annexation and rezone are included in Attachment A & B.

5.3. PUBLIC HEARING: CASE #2026-10 - SUNRISE GARDENS - PRELIMINARY
PLAT

RECOMMENDED ACTION

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

- 5.4. PUBLIC HEARING: CASE #2026-11 - STONEBRIDGE FARMS 7TH ADDITION - ZONING MAP AMENDMENT, ANNEXATION, PRELIMINARY PLAT, EASEMENT VACATION

RECOMMENDED ACTION

It is recommended City Council approve the rezone, annexation, prelim and easement vacation as shown in the Attachments in alignment with the Planning Commission.

- 5.5. PUBLIC HEARING: CASE #2026-16 - UPDATES - ZONING ORDINANCE TEXT AMENDMENT

RECOMMENDED ACTION

It is recommended City Council approve the zoning ordinance text amendment with the ordinance in Attachment A in alignment with the Planning Commission.

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes from the March 16, 2026, Special City Council Budget Work Session and the March 16, 2026, Regular City Council meeting.

6.2. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 6174 - 2026 BA - Appropriate Funds for Purchase of a Street Sweeper**
- 2. Ordinance No 6175 - 2026 BA - Reallocate Grant Funds from Capital to Operating**
- 3. Ordinance No 6176 - 2026 BA - PD Forfeiture Funds for Bite Suit**
- 4. Ordinance No 6177 - 2026 BA - Appropriate funds for PD K9 Unit Replacement Vehicle**
- 5. Ordinance No 6178 - 2025 BA - Year End Budget Adjustments**
- 6. Ordinance No 6179 - Annual Budget Ordinance**

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

It is recommended City Council ratify the following administratively

approved requests:

- 1. Magic City Youth Baseball to conduct a calendar raffle July 2026, at Jack Hoeven Baseball Complex (2630 7th Ave SW).**
- 2. Minot High Cheer Booster Club to conduct a raffle on March 15, 2026, at Magic City Campus (1100 11th Ave SW).**
- 3. Boy Scout Troop 425 to conduct a raffle on April 18, 2026, at Congregational United Church of Christ (430 N Broadway).**
- 4. Forgotten Warrior Foundation to conduct a raffle on June 27, 2026, at The "O"riginal (720 N Broadway).**
- 5. Minot Girls Fastpitch, Inc to conduct a raffle on August 10, 2026, at Minot Fastpitch Office Building (400 9th St SE).**
- 6. Nine Special Event Permits for The Spot (6 2nd St NE).**
- 7. Three Special Event Permits for Arny's 2.0 (12 3rd St SE).**
- 8. Two Special Event Permits for Sports on Tap (220 N Broadway).**
- 9. Special Event Permit for the Blue Rider (118 1st Ave SE).**
- 10. Special Event Permit for the Ranger Lounge (1218 S Broadwa7).**

6.4. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION

It is recommended City Council approve the payroll for the period from February 22, 2026, through March 21, 2026, in the amount of \$2,705,210.56 and the bills and transfers for March in the amount of \$7,487,500.27.

6.5. MAYORAL APPOINTMENTS

RECOMMENDED ACTION

It is recommended City Council confirm the following Mayoral Appointment:

- Melinda Goodman to replace Kayla Johnson on the Planning Commission with a term to expire December 31, 2029.**

6.6. ALCOHOLIC BEVERAGE LICENSE

RECOMMENDED ACTION

It is recommended City Council approve Joe's Italian, LLC dba Joe's Italian (7 1st St SE) for a Supper Club license from April 6, 2026, to December 31, 2026.

6.7. ALCOHOLIC BEVERAGE LICENSE

RECOMMENDED ACTION

It is recommended City Council approve Thai Hot, LLC dba Thai Hot Sushi Don (23 Main St S #B2) for a Retail Beer and Wine license from April 6, 2026, to December 31, 2026.

6.8. ALCOHOLIC BEVERAGE LICENSE

RECOMMENDED ACTION

It is recommended City Council approve HOPR, LLC dba Down Under Bar (23 Main St S #B1) for a Retail Beer and Wine license from April 6, 2026, to December 31, 2026.

6.9. REQUEST FOR BIDS FOR HARVESTING OF HAY LAND/CROP ON AIRPORT

RECOMMENDED ACTION

It recommended City Council authorize the Airport Director to advertise and issue a Request for Bids for Harvesting Hay Land/Crop; and authorize the Mayor to sign the contract once the highest bidder is determined.

6.10. CARE RESOURCE CONNECTION SCOPE OF WORK AGREEMENT

RECOMMENDED ACTION

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

6.11. MULTIPLE INTERSECTION TRAFFIC CONTROL REVIEWS

RECOMMENDED ACTION

It is recommended City Council pass an ordinance on modifying the following approaches from Yield control to Stop control at the corresponding intersecting roadway:

APPROACHING STREET

Crescent Dr

AT ITS INTERSECTION WITH

Valley View Dr

It is recommended City Council pass an ordinance on adding Stop control to the following approaches to create two-way stop controlled intersections:

APPROACHING STREET

8th Ave NW

11th Ave NW

Vista Dr

9th Ave NW

7th Ave NE

AT ITS INTERSECTION WITH

23rd St NW

23rd St NW

23rd St NW

23rd St NW

12th St NE

6.12. SKYDANCER ADVERTISING AGREEMENTS AT AIRPORT

RECOMMENDED ACTION

It is recommended City Council approve the advertising contracts between Skydancer Casino and City of Minot located at Minot International Airport; and authorize the Mayor to sign the contracts.

6.13. PROFESSIONAL AIRPORT CONSULTANT SERVICES (2026-2031)
CONTRACT WITH MEAD & HUNT

RECOMMENDED ACTION

It is recommended City Council approve the Master Services Agreement with Mead & Hunt; and authorize the Mayor, Finance Director, and City Clerk to sign the contract.

6.14. AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT - LAZ
PARKING OPTIONAL EXTENSION

RECOMMENDED ACTION

It is recommended City Council:

- 1. Agree to the option to extend the contract;**
- 2. Review and Consider Amendment 2 to the Agreement (attached); and**
- 3. Approve and authorize the Mayor to sign Amendment 2 and applicable documents.**

6.15. CASE #2026-17 - CRESTVIEW ESTATES 3RD ADDITION - MINOR PLAT

RECOMMENDED ACTION

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

6.16. CASE #2026-22 - LOTS 1 & 2, MINOT 2ND ADDITION - MINOR PLAT

RECOMMENDED ACTION

It is recommended City Council approve the Minor Plat as shown in Attachment A.

6.17. CASE #2026-23 - LOT 1, RIDGEDALE INDUSTRIAL PARK 6TH ADDITION -
MINOR PLAT

RECOMMENDED ACTION

It is recommended City Council approve the Minor Plat as shown in Attachment A.

6.18. ACCEPTANCE OF BLUE CROSS BLUE SHIELD (BCBS) GRANT FUNDS
TOWARD FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment to accept the donation on first reading.

6.19. DACOTAH HOMES & 2ND AVE SW WATERMAIN REPLACEMENT AWARD
OF BID (4933)

RECOMMENDED ACTION

It is recommended City Council award the bid for the Dacotah Homes & 2nd Ave SW Watermain Replacement Project to JR Civil for the lowest bid of \$2,599,283.00 contingent on the receipt of a DWSRF loan and DWR grant and authorize the Mayor to sign contract documents on behalf of the City.

6.20. 3RD STREET BRIDGE IN-DEPTH INSPECTION CONTRACT (4873)

RECOMMENDED ACTION

It is recommended City Council accept the proposal; authorize staff to negotiate a contract consistent with standard City Services contracts; and authorize the Mayor to sign the contract.

6.21. 2026 NORTH DAKOTA AERONAUTICS COMMISSION GRANT AND FAA
GRANT REQUESTS

RECOMMENDED ACTION

It is recommended City Council:

- 1. Direct staff to submit grant requests to NDAC and the FAA;**
- 2. Authorize staff to modify the grant application and funding, if directed by NDAC or FAA; and**
- 3. If grant(s) are awarded, authorize the Mayor, the Airport Director, and the City Attorney to sign the required documents and agreement(s).**

6.22. SANITATION TRUCK - AWARD OF BID

RECOMMENDED ACTION

It is recommended City Council approve the award of the sanitation truck to Northland Truck Sales in the amount of \$331,717.00; and approve the budget amendment to allocate funding for the purchase on first reading.

6.23. BID REJECTION RECOMMENDATION FOR (2) FRONT END LOADERS

RECOMMENDED ACTION

It is recommended City Council reject all bids and authorize staff to repost bid opportunity.

6.24. REJECT BIDS FOR LITTLE ROOSEVELT LOW HEAD DAM REMEDIATION AND AUTHORIZE STAFF TO REBID THE PROJECT (4618.1)

RECOMMENDED ACTION

It is recommended City Council reject all bids for the low head dam remediation project and authorize the project to be rebid after exploration of alternative construction methods.

6.25. SUPERFUND CONSENT DECREE - AUTHORIZATION TO SIGN

RECOMMENDED ACTION

It is recommended City Council approve the consent decree and authorize the Mayor to sign the document on behalf of the city.

6.26. APPROVE SOW FOR JUDIGROUP CONSULTING

RECOMMENDED ACTION

It is recommended City Council approve the Consulting Agreement and Statement of Work between the City of Minot and Judi Group, LLC for independent advisory services related to the City's self-funded employee health plan, including authorization of both Phase 1 (Contract Review and Negotiation Support) and Phase 2 (Strategic Advisory Services and 2027 Procurement Planning) as outlined in the Statement of Work; and authorize the Mayor to sign the Consulting Agreement and Statement of Work on behalf of the City.

7. ACTION ITEMS

7.1. APPROVE THE 2027 BUDGET SCHEDULE

RECOMMENDED ACTION

It is recommended City Council approve the 2027 budget schedule.

7.2. RULES OF ORDER ORDINANCE (PROPOSED)

RECOMMENDED ACTION

It is recommended City Council review and provide feedback on the draft ordinance

7.3. APPROVE RESOLUTION OFFERING TO PURCHASE LAND AND AUTHORIZING USE OF EMINENT DOMAIN AUTHORITY

RECOMMENDED ACTION

It is recommended City Council pass the attached resolution offering to purchase land and authorize the use of eminent domain authority and authorize the Mayor and Finance Director to sign the resolution.

- 7.4. CASE NO. FI-19 - A REQUEST BY CHURCH OF ST. LEO - MINOT TRUSTEE INC., FOR A FORGIVABLE LOAN OF UP TO \$65,250 FOR FACADE IMPROVEMENTS AT 209 1ST ST. SE

RECOMMENDED ACTION

It is recommended City Council approve the item and authorize the Mayor to execute the contract.

- 7.5. UTILITY EASEMENT WITH VERENDRYE ELECTRIC COOPERATIVE, INC. ON AIRPORT PROPERTY

RECOMMENDED ACTION

- 1. It is recommended City Council approve the Utility Easement between the City of Minot and Verendrye Electric Cooperative, Inc.;**
- 2. Authorize the Mayor to sign the agreement; and**
- 3. Recommend recording the easement with the Ward County Recorder.**

- 7.6. CONTRACT FOR AIRFIELD DITCH STABILIZATION – DESIGN SERVICES (AIG 3-38-0037-078-2026)

RECOMMENDED ACTION

- 1. It is recommended City Council approve the Airfield Ditch Stabilization – Design Services proposal from Short Elliott Hendrickson Inc. (SEH) pending grant funding;**
- 2. Authorize City Staff to apply for the federal and state grants;**
- 3. Authorize the Mayor to sign the agreements; and**
- 4. Approve to advertise for bids.**

- 7.7. MOTION TO RECONSIDER - SPECIAL EVENT PERMIT

RECOMMENDED ACTION

It is recommended City Council determine whether to motion to reconsider the following motion on special event permits:

- Add language for 21 event days in a calendar year, no limit if**

contiguous to the licensed premises.

8. PERSONAL APPEARANCES

9. MISCELLANEOUS AND DISCUSSION ITEMS

10. ADJOURNMENT

Proclamation

City of Minot Mayor Proclaims April as Month of the Military Child

WHEREAS, April is designated as the Month of the Military Child to highlight the important role military children play in the armed forces community, with the Month of the Military Child being established in 1986; and

WHEREAS, the City of Minot has created strong relationships with the men and women of Minot Air Force Base that benefit our community, our region, our state, and our great nation; and

WHEREAS, the City of Minot encourages area schools, administrators, teachers, and staff members to recognize military children and to stress the importance of providing children of military families with quality educational opportunities, services, and support to help them achieve success during their years in the mobile military lifestyle.

NOW, THEREFORE, I, Mark Jantzer, Mayor of the City of Minot, do hereby proclaim April as Month of the Military Child in the City of Minot and urge all residents to recognize the critical role military families serve in the protection of our country, and to applaud military families for the sacrifices and challenges they overcome while a family member serves in the armed forces.

Mayor Proclaims April as Month of the Military Child

Mark Jantzer, Mayor, City of Minot

City of Minot City Clerk

Proclamation

Mayor Proclaims April 6 as MHS Girls BB Appreciation Day

WHEREAS, the Minot Public School District is a proud institution featuring outstanding education and extra-curricular opportunities; and

WHEREAS, the Minot High School Girls Basketball Team has a tradition of excellence that includes winning multiple state championships, and continued that tradition by winning the State Class AA championship in 2026 through a combination of determination, talent, and hard work;

NOW, THEREFORE, DO I, Mark Jantzer, Mayor of Minot, North Dakota, hereby proclaim April 6, 2026, as Minot High School Girls Basketball Team Appreciation Day, and encourage all Minot residents to celebrate the Majettes' 2026 State Class AA Championship and recognize the team members, staff, and coaches for their season of excellence that highlights the successful academic and athletic programs organized and managed by Minot Public Schools.

Mayor Proclaims April 6 as MHS Girls BB Appreciation Day

Mark Jantzer, Mayor, City of Minot

City of Minot City Clerk

Proclamation

City of Minot Mayor Proclaims April 6-12 as Public Health Week

WHEREAS, the week of April 6-12 is National Public Health Week with the theme of “Ready. Set. Action” that highlights public health actions happening through scientific discoveries, legislation, education, and community initiatives; and

WHEREAS, significant strides have been made nationally in public health since the inception of National Public Health Week in 1994, including major reductions in childhood mortality rates, smoking rates, lead poisoning rates, and deaths due to HIV/AIDS, along with improvements in pandemic preparedness and mental health awareness and treatment; and

WHEREAS, public health organizations use National Public Health Week to educate public policymakers, public health professionals, and the general public on issues that are important to improving the health of the people of the United States.

NOW, THEREFORE, I, Mark Jantzer, Mayor of the City of Minot, do hereby proclaim April 6-12 as National Public Health Week and encourage Minot residents to recognize the contributions of scientists, local, city and state legislators, and community activists, including public health workers, in adopting initiatives and promoting educational campaigns that have significantly improved the health and longevity of residents of North Dakota.

Mayor Proclaims April 6-12 as Public Health Week

Mark Jantzer, Mayor, City of Minot

City of Minot City Clerk

TO: Mayor, Mark Jantzer
Members of the City Council

FROM: Tom Joyce, City Manager

DATE: April 6, 2026

City Manager, Tom Joyce

My focus the last two weeks has been on reviewing various courses of action for the 2027 budget and beyond to improve efficiency while maintaining effectiveness. I held numerous one on ones with direct reports and met with Councilmembers to discuss pertinent issues. I attended the ND League of Cities spring workshop and met with several fellow city administrators and attended an ICMA-sponsored event with US Army civilians to share best practices of working in a military community. I also attended the MACEDC Annual Meeting and I was honored to be invited by the Minot Vet Center to serve as the keynote speaker for the National Vietnam Veterans Day ceremony.

**City Assessor's Office
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.

	FEBRUARY			Year to Date 2026		
	Sales	Median	Average	Sales	Median	Average
Residential	20	\$ 252,520	\$ 283,702	62	\$ 249,450	\$ 276,781
Residential Vacant Land	5	\$ 6,000	\$ 6,000	9	\$ 6,000	\$ 25,333
Commercial	1	\$ 550,000	\$ 550,000	9	\$ 700,000	\$713,889
Commercial Vacant Land	2	\$ 125,000	\$ 125,000	3	\$ 125,000	\$ 250,000

**Community & Economic Development
Director, Brian Billingsley**

INSPECTIONS DIVISION

Personnel Update: Nothing new to report.

Minot Association of Builders Update:

Inspections staff will hold a building code training seminar at the Minot Public Library on Thursday, March 19, 2026, between 9:00 am and 2:30 pm. MAB will be providing lunch to all attendees. Staff will train the builders on all of the new building code updates that were adopted by the City Council in December.

February Monthly Permit Information:

CATEGORY	2026	2025	2024
Total Permits Issued	93	147	187
Single-Family Homes	0	0	2
Multi-Family Permits (Units)	0	0	0
New Residential Permits	\$0.00	\$0.00	\$307,698.00
Residential Remodels	\$0.00	\$32,500.00	\$177,128.00
New Commercial	\$0.00	\$0.00	\$6,000.00
Commercial Remodel	\$1,485,140.00	\$466,465.00	\$830,000.00
Valuation of All Permits	\$1,485,140.00	\$498,965.00	\$1,320,826.00

February Year-To-Date Permit Information:

CATEGORY	2026	2025	2024
Total Permits Issued	275	423	408
Single-Family Homes	3	3	4
Multi-Family Permits (Units)	0	0	0
New Residential Permits	\$580,032.00	\$323,511.00	\$671,698.00
Residential Remodels	\$44,041.00	\$148,202.00	\$435,522.00
New Commercial	\$0.00	\$52,831,280.00*	\$74,000.00
Commercial Remodel	\$1,503,640.00	\$1,596,081.00	\$1,935,000.00
Valuation of All Permits	\$2,127,713.00	\$54,899,074.00	\$3,116,220.00

* Minot Park District (8th St. Pump Station) - \$52,000,000.00

PLANNING DIVISION

Personnel Update: The transfer of code enforcement to the Police Department is now complete. The City Council approved a budget amendment in February.

Planning Commission:

The Planning Commission held a meeting on February 10th and approved all items. Meeting minutes can be found here: <https://minotnd.portal.civicclerk.com/event/1597/files/agenda/6180>

Development Review Team Meetings:

The Minot Development Review Team (DRT) held five (5) DRT meetings during the month of January:

- Fitness on Burdick – 1821 W. Burdick
- Urijah's Subdivision
- Buffalo Wild Wings Lot Split – 3820 S. Broadway
- Northridge Villas
- 35th Ave. SW Mixed Use Storage and Shop Complex

Outdoor Dining Permits: None.

Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director attended a Monthly economic developer's meeting with the Chamber EDC.
- Director and staff attended two Compatibility Study meetings regarding land uses planning surrounding the Minot Air Force Base.
- Staff attended a Problem Properties Unit meeting.
- Director gave an economic development presentation to the Minot Golden Kiwanis Club.
- Staff's focus in 2026 will be implementing the 2040 Comprehensive Plan. Some projects that we will be working on include creating overlay zones for the airport and gateway corridors, updating the extra territorial (ETJ) boundary, annexing city assets into the city and/or ETJ, and updating the sign code.
- Director and staff attended the quarterly liaison meeting.
- Director attended an Executive Team meeting at the airport.

ECONOMIC DEVELOPMENT DIVISION

Renaissance Zone Program: The Renaissance Zone Review Board did not hold a meeting in February.

Façade Improvement Program:

- One new application was received and will be presented to the Renaissance Zone Review Board at the March 26nd meeting. I am aware of at least four pending applications at this time.

Economic Development Data Services RFP:

- City Council selected TPMA as the winning vendor for the data services proposal.

Retail Recruitment Update:

- 7 Brew Coffee will be taking over the former Burger Time location on South Broadway.

- Taco Bell will be building a second restaurant at the Market at North Hill complex in front of Market Place Foods and next to Minot North High School.
- Dunkin' will be opening at least one establishment in Minot in the near future. On February 24, 2026, representatives from the City of Minot and Minot Area Chamber EDC met with the Real Estate Manager for Inspire Brands and the franchisee team representing Dunkin' during their tour of Minot.



**Minot Police Department
Chief of Police, Michael Frye**

- There are no new changes to staffing during this cycle except we will be swearing in two lateral Officers on March 16th at 1400 hours, prior to them hitting the streets. Two offers have been given offers, which will bring the total sworn to 80 Officers.
- The above 2 Lateral Officers with offers will have welcome ceremonies at the Police Dept. on March 23rd, at 0800 hours.
- Code Enforcement Officer & Public Works teams are in process of completing City Ordinance Review pertaining to Snow and Summer Operations.
- 4 CSO's being trained to assist Code Enforcement in helping with proactive mitigation and pound processes.
- Pound officially opened on Monday-March 9th and has seen dogs since then. Teams are working through all processes to include establishing a found pet social media site, a pound phone number etc. Finishing up on Vet agreements and hopefully locating Veterinarians to assist. So far, we have one veterinarian for sure that is committed to assisting but we will continue to seek more help.
- Conducted Interview Minot "Trending News.
- Celebrity Judge for Independence Inc Chilli cook off.
- Had first kick off meeting with Ackerman Esbold for station remodel.

**Minot International Airport
Director, Jennifer Eckman**

In February 2026, the Airport continued to have a drop in revenues compared to the prior years. Poor weather in the region and nationwide during the month caused many delays and cancellations. Additional United Airlines reduced the number of flights to Minot from Denver, resulting in a decrease of capacity. This capacity reduction created a bump in our load factor, percentage of available seats filled. Additional, Airport statistics can be found at <https://www.motairport.com/345/Statistics-Dashboard>.

The Airport was fully staffed during the month of February. An offer was extended and accepted for our Summer Intern. The intern will start in mid-May.

The Airport continues working through the final design for the rehabilitation of Runway 8-26 and the realignment of Taxiway B. The easements with Enbridge over a pipeline in Runway 26's runway safety area (RSA) is the biggest challenge. Enbridge has determined the pipeline cannot bear the weight of a specific classification of aircraft, including airliners, and it is requesting the City pay (estimated at \$550,000) for the required protective measures. Since the Airport's budget did not account for this added expense, the airport may need to close that runway for use by that specific classification of aircraft. City staff continues to negotiate the pipeline easements and the repairs with Enbridge.

One of the highlights of the month was the ribbon cutting and grand opening of the new Military Welcome Center on the mezzanine level of the terminal building. The event was well attended and Senator Hoeven gave a speech and thanked the airmen and other supporters who made the project happen. The Airport also celebrated the 10-year anniversary of the terminal building, which opened on February 29, 2016. The Airport posted on social media, our favorite things about the terminal and staff set up a table on the mezzanine with cookies and small, giveaways to celebrate.



Date: March 30, 2026
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (April 2026)

Pursuant to Minot City Code of Ordinances, Section 2-30(a)(3), the following items are submitted as a summary of some of the matters addressed by the City Attorney's Office in the month prior to the April 6, 2026 City Council meeting:

I. Civil Matters

A. Floodplain Eminent Domain Cases:

1. City of Minot v. Parkview MHP, LLC

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Abigale R. Griffin and Howard Roston

Current Status: Dismissed at District Court, Property Acquired.

Property owned by Parkview MHP, LLC is considered a necessary acquisition to complete the Mouse River Enhanced Flood Protection Project. The City Council approved an eminent domain resolution at its August 5, 2024 regular meeting. The City filed its summons and complaint on September 9, 2024. An Answer has been filed and served. Judge Mattson filed a recusal in this matter on February 24 and the case was reassigned to Judge Cresap. An executive session was held with the Council on May 5 to discuss negotiating strategy and provide negotiating instructions to the City's counsel. The City held an executive session on July 21 to discuss negotiating strategy and provide negotiating instructions to the City's counsel.

City Council approved a settlement agreement at its meeting on September 15, 2025 to purchase this property for \$8,520,000.00 as a global/full settlement of any and all claims, costs, reimbursements, and expenses including any just compensation and damages claims, URA benefits, and attorney fees.

April: On March 2, pursuant to the settlement agreement approved by the Parties, the Court entered an Order and Judgment of Dismissal in this matter. This Property has been acquired and will be removed from the future City Attorney reports.

B. Other Civil Matters:

1. Josiah Roise v. City of Minot and Ward County

Counsel: Lawrence King

Opposing Counsel: Pro Se/Unrepresented

Current Status: City's Motion to Dismiss Filed

On June 12, 2025, the City was made aware of several documents filed by Josiah Roise in the United States District Court for North Dakota. These documents were filed on April 11th, 2025 and include incomplete US District Court pleading forms and several attachments. The attachments contain several personal recollections as well as court and law enforcement records related to a 2019 incident involving the execution of a Ward County warrant seeking bomb-making materials. There are also several attachments referencing various state and federal statutes and case law.

The City submitted this case to the North Dakota Insurance Reserve Fund (NDIRF), who appointed attorney Lawrence King to represent the City in this matter. The City Attorney was handed copies of these pleadings by a representative of the Plaintiff on December 23, 2025.

April: On January 7, 2026, the City filed a motion to dismiss and memorandum in support of their motion to dismiss this action for failure to effectuate service of process pursuant to Rule 4(c)(1) and Rule 4(m), Fed. R. Civ. P. An objection to the motion has been filed and the City awaits a ruling on the motion.

2. Josiah Roise v. City of Minot Police Officers

Counsel: Lawrence King

Opposing Counsel: Pro Se/Unrepresented

Current Status: City's Motion to Dismiss Filed

On July 16, 2025, the City was made aware of additional pro se pleadings filed by Josiah Roise in the United States District Court for North Dakota. These documents were filed on April 23rd, 2025 and again include incomplete US District Court pleading forms and several attachments. The attachments contain several personal recollections as well as court and law enforcement records related to what appears to be two separate encounters Minot Police Department Officers in 2019. The first incident appears to concern a traffic stop, and the second concerns an incident where law enforcement officers observed an open door at a local business late at night and made contact to ensure nothing was wrong. There are also several attachments referencing various state and federal statutes and case law. The City submitted this case to the North Dakota Insurance Reserve Fund (NDIRF), who appointed attorney Lawrence King to represent the City in this matter. The City Attorney was handed copies of these pleadings by a representative of the Plaintiff on December 23, 2025.

April: On January 7, 2026, the City filed a motion to dismiss and memorandum in support of their motion to dismiss this action for failure to effectuate service of process pursuant to Rule 4(c)(1) and Rule 4(m), Fed. R. Civ. P. An objection to the motion has been filed and the City awaits a ruling on the motion.

3. Meyhoff v. Becker, LaBodda, and Miller

Counsel: Dan Gaustad

Opposing Counsel: Pro Se/Unrepresented

Current Status: Certified Mailing Received

April: On March 3, two former and one current MPD officer received notice from the U.S. District Court that a lawsuit had been filed against them in their individual capacities. The case stems from a road-rage incident in which the plaintiff was charged and later found not guilty at trial. The plaintiff is representing himself. Because the plaintiff is proceeding pro se, the Federal Court conducted an initial review of the complaint. At this stage of the proceeding, the Court must accept all allegations as true, and its decision only determines whether the claims may proceed—not whether they have merit.

The plaintiff raised several claims against the City and the three officers. Most were dismissed for failure to state a claim, including all claims against the City. However, the Court allowed the plaintiff to move forward on a Fourth Amendment unlawful search and seizure claim against the three officers individually. This type of claim triggers coverage under the City's NDIRF policy. NDIRF has retained Dan Gaustad of Pearson Christensen (Grand Forks) to respond to and defend the officers.

4. Ward County v. City of Minot – Excess Foreclosure Proceeds

Counsel: City Attorney's Office

Opposing Counsel: Ward County State's Attorney

Current Status: Filed in District Court
Hearing scheduled for June 1, 2026 at 9:15am.

April: This matter involves the statutory process for distributing surplus funds from the tax-foreclosure sale of McLean Kolobakken's property at 413 23rd St. NW. The City incurred abatement costs on the property and has submitted a claim for reimbursement. Two parties, including the City of Minot, filed claims for the excess proceeds. When multiple claims are submitted, the County must transfer the surplus funds to the Clerk of District Court, and the District Court then determines how the proceeds should be distributed. A hearing to determine the rights of the claimants is scheduled for June 1, 2026, at 9:15 a.m.

C. City Business:

- 1. City Department Legal Support** – This Office provided legal support to the City's City Manager, Department Heads, and Planning Commission regarding contracts, human resources/personnel issues, and other legal matters, including the following:
 - a. Employment Investigations:** The City Attorney's Office provided a draft memo template to the City Manager to help the HR and Police Departments work through the recommendations made in the police department and mayoral investigative reports. The HR Director and Police Chief assigned this task to their staff who generated a report for City Manager Joyce's review and signature. Similar reports for the remaining investigations are still pending.
 - b. 2026 Goals and 2027 Budget:** City Attorney's Office staff are working towards completion and assessment of our 2026 office goals and are discussing budget for 2027.
 - c. Superfund Site Meetings/Document Review:** Attorney Stalheim and the City's Utility Director continue to work with EPA and the state's Department of Environmental Quality (DEQ) to make the superfund site available to the park district for recreation. The City continues to work with EPA and DEQ to finalize the environmental covenant. City staff have advised the Park District to work with their consultant to draft the Quality Assurance Project Plan (QAPP), which

is an essential deliverable for purposes of the Reuse Work Plan. The Consent Decree is before the City Council for consideration at its April 6th agenda, and staff will finalize an ordinance addressing the institutional controls for a future meeting agenda.

- d. **Attorney General Open Meetings Response:** Attorney Stalheim responded to a complaint filed with the North Dakota Attorney General's Office alleging executive sessions held regarding the Nok Back Tavern purchase. The City has not yet received an opinion on this matter.
- e. **Fire and Building Inspections:** Attorneys Schmitz and Stalheim have discussed fire and building inspection concerns with the Building Official, Fire Chief, and other City officials.
- f. **Big 'M' Building and Tracks Development TIF Agreements:** Attorney Stalheim is working with contract counsel, the Finance Director, City Manager, and Tax Assessor to work through the City's options on these agreements.
- g. **City Pound Logistics:** Attorney Stalheim continues to field questions regarding City pound agreements.
- h. **Special City Council Meetings:** Attorney Stalheim attended special City Council meetings held on March 2 and March 16.
- i. **Police Department Swearing-In Ceremony:** The City Attorneys attended the MPD swearing-in ceremony on March 16, 2026.
- j. **Airport Mechanical Systems Preventative Maintenance Support Agreement:** Attorney Stalheim assisted with reviewing this contract.
- k. **North Dakota State Fair Parking Agreement:** Attorney Stalheim assisted with drafting and reviewing this contract.
- l. **HR Green Compatible Use Addendum:** Attorney Stalheim assisted with drafting and reviewing this Addendum.
- m. **Revised Façade Improvement Guidelines:** Attorneys Stalheim and Schmitz assisted with updating these guidelines to match Council's intent.
- n. **Safe Routes to School CPM Agreement:** Attorney Stalheim reviewed this Agreement.
- o. **Façade Improvement Requests:** Attorney Stalheim and Schmitz assisted with questions regarding façade improvement funding requests from WBH Properties, LLC and
- p. **Hairball Haven Services Agreement First Amendment:** Attorney Stalheim assisted with drafting this amendment.
- q. **Dept. of Water Resources Cost-Share Agreement for Floodway Acquisitions:** Attorney Stalheim assisted with reviewing this Agreement.
- r. **Herron Palmer Statement of Work:** Attorney Stalheim reviewed the statement of work.
- s. **Annual Wellness Check Contract for Local Providers (PD/Fire):** Attorney Stalheim drafted these form contracts.
- t. **Animal Empowerment League First Amendment:** Attorney Stalheim assisted with drafting this Amendment.
- u. **Revised Lease Agreement with Ward County for Temporary Pound Services:** Attorney Stalheim reviewed this revised lease agreement.
- v. **Veterinarian Agreement (Temporary Pound Services):** Attorney Stalheim drafted this form agreement.
- w. **Hotel Tax Collections:** The City Attorneys met with City staff, Visit Minot staff, and Council Members Blessum and Pitner regarding these collections efforts.
- x. **Tax Exemptions:** Attorney Stalheim spent time discussing tax exemptions with the Tax Assessor.
- y. **Municipal Court Location Analysis:** Attorney Stalheim spent time discussing the current location of Municipal Court with other relevant City staff, including discussion of the space needs analysis conducted by City Tax Assessor Ryan Kamrowski.

- z. Parliamentary Procedure Teleseminar:** The City Attorney Staff attended a teleseminar sponsored by the Western Dakota Association of Legal Assistants regarding Parliamentary Procedure.
- aa. Cohort Capstone Presentation:** Attorney Schmitz completed the City's Leadership Cohort and delivered a presentation on the same on March 6.
- bb. Pending Matters Dashboard:** The City Attorney staff is working with City Contract Compliance Coordinator Laurie Nishek on developing a pending matters dashboard to help track and quantify their pending assignments from Departments, including contracts.
- cc. Employee Townhall Meeting:** The City Attorney staff attended an employee townhall meeting on March 5, 2026.
- dd. FlyND Conference Speaker:** Attorney Stalheim made an appearance at the North Dakota Aeronautics Conference alongside Mead & Hunt Attorney Matt Nisbet to provide a Municipal Airport legal update.
- ee. Financial Fitness Speaker:** Attorney Stalheim and Sgt. Strandemo delivered a presentation on financial fraud for an Aging Mastery Program coordinated by the Ward County Extension Center's Family Community Wellness Agent.

2. Ordinance/Policy Revisions:

- a. Alcohol Ordinances:** Attorney Stalheim continues to refine a draft ordinance for Council's consideration. Feedback from the Council's previous meeting are forthcoming. Any questions regarding the proposed ordinance changes can be submitted to attorney@minotnd.gov or mikayla.mcwilliams@minotnd.gov.
- b. Camping Ordinance:** Attorney Schmitz has drafted a proposed ordinance regulating camping that is modeled after the ordinance recently drafted by City of Bismarck. Attorney Schmitz has circulated this ordinance to police department leadership for comment.
- c. Minot Park District ½ Cent Sales Tax Ordinance and Ballot Language:** Attorney Stalheim reviewed and discussed the proposed ordinance and ballot language with City staff.
- d. City Contract Review Standard Operating Procedures:** Attorney Stalheim has drafted and has been circulating draft standard operating procedures for City use for contract reviews.
- e. Fire Code Ordinance:** Attorney Schmitz has assisted in drafting and reviewing an ordinance updating the City ordinances to the 2024 International Fire Code.
- f. Rules of Order Ordinance:** Attorney Stalheim drafted proposed amendments to Sec. 2-31 for Council's consideration.

3. City Manager Committees: Legal Assistant Rebekkah Hintz has been serving on the employee recognition committee.

4. Continuing Legal Education: Attorney Schmitz and MPD Lieutenant Shane Haug attended law enforcement internal investigation training December 1-5, 2025 in Las Vegas, NV facilitated by the Legal and Liability Risk Management Institute. Following this CLE, both Attorney Schmitz and Lt. Haug completed the necessary coursework to become certified internal affairs investigators. Attorneys Stalheim, Schmitz and Wallace also attended the IMLA Code Enforcement Program February 25-26, 2026.

5. Assistant City Attorney Portfolios: The City Attorney's Office created portfolios for each of the attorneys in an effort to streamline inquiries from City Departments and Officials. With the addition of Assistant Attorney Terrence (TJ) Wallace, the portfolio system will be re-assigned as follows:

- a. **Stefanie Stalheim:** City Council, City Manager, Human Resources, Finance/NDR-CDBG, Assessors, Library and Airport; and
- b. **Nick Schmitz:** The "Community Development Portfolio" - Airport, Engineering, Public Works, Community and Economic Development, and Planning Commission.
- c. **TJ Wallace:** Municipal Court, Fire Department, and Police Department - the "Public Safety" Portfolio;

With the reassignment of portfolios, the City Attorneys are resuming regular weekly office hours at the Airport, Public Works, Fire, and Police Departments. The City Attorney also holds monthly one-on-one meetings with Department Heads, giving each department a dedicated hour to discuss legal questions with both the City Attorney and the attorney assigned to their portfolio. In addition, the City Attorney's Office continues to hold weekly staff meetings to keep the team updated on office matters and City activities.

II. Criminal Matters

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

- a. **Annual Case Totals:** Below are tables documenting the number of criminal and traffic matters opened in municipal court each month for 2022, 2023, 2024 2025. March 2026 totals were not available at the time of the publishing of this memo.

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

2023	Criminal	Traffic	Total
January	83	177	260
February	84	208	292
March	121	256	377
April	154	361	515
May	145	318	463
June	119	357	476
July	170	404	574
August	147	372	519
September	112	260	372
October	124	310	434
November	155	250	405
December	140	274	414
totals	1554	3547	5101

2024	Criminal	Traffic	Total
January	141	260	401
February	114	348	462

2025	Criminal	Traffic	Total
January	72	166	238
February	90	193	283

March	114	345	459
April	109	331	440
May	126	275	401
June	246	285	531
July	111	281	392
August	119	285	404
September	104	174	278
October	123	186	309
November	64	156	220
December	78	172	250
totals	1449	3098	4547

March	79	234	313
April	123	232	355
May	92	174	266
June	116	206	322
July	115	302	417
August	114	176	290
September	136	211	347
October	89	162	251
November	83	188	271
December	133	214	347
totals	1242	2458	3700

2026	Criminal	Traffic	Total
January	111	178	289
February	77	156	233
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
totals			

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

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

	2024	2025	% change
Criminal	1449	1242	-14.3%
Traffic	3098	2458	-20.7%
	4547	3700	-18.6%

- b. Municipal Case Total Analysis:** Municipal Court's caseload peaked in 2023 and then declined through 2024 and 2025, driven primarily by reductions in traffic filings. Criminal filings also decreased but became a larger share of the docket, rising from

approximately 29% in 2022 to about 34% in 2025. Because criminal matters are significantly more complex and time-intensive than traffic cases, the decrease in total filings has not resulted in a proportional reduction in attorney workload; in fact, average case complexity has actually increased. As a result, staffing needs for the Municipal Court portfolio within the City Attorney's Office remain stable if not slightly strained while we recruited for our second assistant city attorney position, despite lower overall volume. Maintaining adequate attorney coverage for hearings, trial preparation, complaint review, and discovery will continue to be a priority in 2026, particularly as we anticipate the Court's typical spring-and-summer increases in case activity. With the addition of Assistant Attorney TJ Wallace, we have been seeing our workload even out.

- B. District Court:** Assistant City Attorneys Schmitz and Wallace have been attending and responding to the City's District Court transfer cases involving initial appearances, motion responses, motion hearings, status conferences, pretrial conferences, and order to show cause proceedings for criminal cases originating in the Minot Municipal Court and subsequently transferred to the Ward County District Court.

Respectfully Submitted,

X *Stephanie Halheim*

On March 10, 2026, 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, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich

Members Absent: Kayla Johnson, Robert Kibler, Bradly Wolff, Robert Amick, Erin Parker

City Staff Present: Tom Joyce, Nick Schmitz, Brian Billingsley, Hannah Hornberger, Dan Falconer, Doug Diedrichsen, Emily Huettl(virtual), Luke Tillema, Jennifer Kleen, Alderman Hayes

Others Present:

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

3.1. INTRODUCTIONS AND DECORUM HANDOUT

4. PLANNING COMMISSION

4.1. APPROVE THE FEBRUARY 10, 2026 REGULAR MEETING MINUTES

The motion to approve February 10, 2026 regular meeting minutes was initiated by Planning Commission Representative Mennem seconded by Ziegler and carried by the following roll call vote: ayes: Tim Baumann, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

5. PUBLIC HEARING

5.1. CASE #2026-07 - 2701 30TH AVE NW - ZONING MAP AMENDMENT, ANNEXATION, CONDITIONAL USE PERMIT

Mr. Diedrichsen reviewed the staff report.

The Commissioners and City Staff had a discussion.

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

Brian Sullivan, applicant, gave a background to the Planning Commissioners.

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 Mennem and carried by the following roll call vote: ayes: Tim Baumann, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

5.2. CASE #2026-09 - PW SEWER WATER BUILDING - PUBLIC ZONE MASTER

PLAN

Mr. Diedrichsen reviewed the staff report.

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 Ziegler seconded by Planning Commission Representative Dockter and carried by the following roll call vote: ayes: Tim Baumann, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

5.3. CASE #2026-10 - SUNRISE GARDENS - PRELIMINARY PLAT

Mr. Diedrichsen reviewed the staff report.

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 Trudell seconded by Planning Commission Representative Baumann and carried by the following roll call vote: ayes: Tim Baumann, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

5.4. CASE #2026-11 - STONEBRIDGE FARMS 7TH ADDITION - ZONING MAP AMENDMENT, ANNEXATION, PRELIMINARY PLAT, EASEMENT VACATION

Mr. Diedrichsen reviewed the staff report.

It is noted that the applicant pulled the portion to be zoned "P" for Public and request that lot be included in the R-1S zoning.

The Commissioners and City Staff had a discussion.

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 Baumann seconded by Ziegler and carried by the following roll call vote: ayes: Tim Baumann, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

5.5. CASE #2026-12 - SEEDS OF EDEN - CONDITIONAL USE PERMIT FOR CAUSE HEARING

Mr. Falconer reviewed the staff report.

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

Barbara Skogstad, resident, asked questions regarding the "dangerous building" aspects.

Becky Brodell, resident, had questions about condition #12.

Chairman Offerdahl closed the public hearing.

Vice Chair Baumann discussed his disappointment in the situation.
The motion to approve the revocation of the Conditional Use Permit 2023-11-01 was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Dockter and carried by the following roll call vote: ayes: Tim Baumann, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

5.6. CASE #2026-16 - SPRING CLEAN UP - ZONING ORDINANCE TEXT AMENDMENT

The Commissioners had a discussion. Mr. Diedrichsen reviewed the following:

- Section 4.1-6 Commercial Uses - Section D: Convenience Stores/Fuel Station
- Table 2.2 updated to allow gas stations in CBD by right
- Section 6.1-7 Residential Districts - Parking and Related Outdoor Storage Requirements. B. Parking Location Requirements
- Section 6.1-5 Parking Lot Design Standards - Section C: Conventional Paving

The Commissioners and City Staff had a discussion.

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 amendment to Section 4.1-6 - Section D; Table 2.2; Section 6.1-7; & Section 6.1-5 - Section C was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Mennem and carried by the following roll call vote: ayes: Tim Baumann, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

Mr. Diedrichsen reviewed Section 7.1-4 Screening Requirements: Section C: Buffer Yards & Section D: Reduced Width Allowances.

The Commissioners and City Staff had a discussion.

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 amendment to Section 7.1-4 - Section C & Section D was initiated by Ziegler seconded by Trudell and carried by the following roll call vote: ayes: Tim Baumann, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

Mr. Diedrichsen reviewed the amendments to Article 11.

The Commissioners and City Staff had a discussion.

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 amendment to Article 11: Floodplain Management was initiated by Dockter seconded by Trudell and carried by the following roll call vote: ayes: Tim Baumann, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

6. PERSONAL APPEARANCES

7. MISCELLANEOUS AND DISCUSSION ITEMS

Vice Chair Baumann discussed how he just did a ride along with the Transit Department and informed the board of the Transit Development Program that is currently happening.

Commissioner Mennem discussed how for MSU transit is highly needed.

8. ADJOURNMENT

With no further business, Chairman Offerdahl adjourned the meeting at 6:52 pm.



**Planning Commission
Staff Report**

Application Date: 01/07/2026 Date of Staff Report: 02/24/2026 Planning Commission Meeting: 03/10/2026		Staff Contact: Doug Diedrichsen AICP, Principal Planner Staff Recommendation: Approval	
Case Number: 2026-07 Project Name: 2701 30 th Ave NW Current Legal Description: See Project Description Proposed Legal Description: No Change Present Address: 2701 30 th Ave NW		Representative: Brian Sullivan, Xcel Energy Owner: Forward Building Investments Entitlements Requested: Zoning Map Amendment from “RR” Rural Residential District to “P” Public District. Conditional use permit required for electric substations	
Present Zone(s): “RR” Rural Residential District Present Use(s): Agricultural 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: Gateway Commercial		Proposed Zone(s): “P” Public District Proposed Use(s): Electric Substation 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 Brian Sullivan, representing Forward Building Investments, owner for a request of a zoning map amendment to change zoning from “RR” Rural Residential District to “P” Public District, annexation

and a conditional use permit for an electric power substation. The legal description for the property is Lots 1, 2 & 3 of Davis Addition to the City of Minot, Ward County, North Dakota

The subject property address is 2701 30th Ave NW

An aerial map of the subject property may be found in **Exhibit 1**

BACKGROUND INFORMATION:

The property owner seeks to annex, rezone from “RR” Rural Residential District to “P” Public District and apply for a conditional use permit for an electric power substation. The subject property was designated Gateway Commercial in the 2040 Comprehensive Plan. Annexation will address its position adjacent to city limits and will be evaluated by City Council along with the recommendation from Planning Commission on the zoning map amendment request. Conditional use permit will be evaluated and approved or denied by the Planning Commission.

The Letter of Intent can be found in **Exhibit 2**.

The zoning and future land use map are provided in **Exhibit 3**.

Site plan and application materials are provided in **Exhibit 4**.

Annexation exhibit is provided in **Exhibit 5**.

Site photos are provided in **Exhibit 6**.

STAFF ANALYSIS:

Annexation:

The City of Minot follows North Dakota Century Code (NDCC) Chapter 40-51.2 procedures involving annexation requests. NDCC 40-51.2-03 provides for owners of property to request annexation and City Council may approve such requests by ordinance. Staff is supportive of the annexation request.

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 future land use designation is Gateway Commercial, which aligns with the proposed zone change to “P” Public District. Staff finds no future land use map amendment is necessary.

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 by in order to fulfill the future land use map of the Comprehensive Plan. The request stems from an effort to realign lots that currently align zoning with the Future Land Use Map, as the “P” Public District is a complimentary zone to the Gateway Commercial designation on the FLU map. 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. 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 zoning map amendment to “P” Public District will diminish the condition or value of property within the vicinity. The adjacent properties have primary been developed with agricultural uses. 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 and the zoning map amendment aligns with the future land use designation of gateway commercial in the City of Minot 2040 Comprehensive Plan. Therefore, Section 9.1-7. 4. is satisfied.

Conditional Use Permit Analysis:

Section 9.1-4 of the Minot Land Development Ordinance (Zoning Ordinance) recognizes that certain land uses, when under special conditions and review can be compatible with uses that are permitted by right in a zoning district. The review of the conditional use permit (CUP) application and any special conditions imposed by either the Zoning Ordinance or City Staff should occur via a thorough public process as prescribed by Section 9.2-1 including a public hearing, direct noticing to neighboring property owners, and general public noticing within the Minot Daily News. Per Section 9.1-4 I., an amendment to a CUP follows the same process as a new application. The applicant has submitted the necessary application documents required per Section 9.1-4 C. and noticing has been conducted as required per Section 9.2-1.

Section 9.1-4 F. states that the Planning Commission shall find that the application meets all of the following, as applicable:

1. The request will be harmonious with the general and applicable specific objectives of the City's Comprehensive Plan and this Ordinance.
2. The proposed conditional use at the specified location will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.
3. The proposed conditional use will not cause substantial injury to the value of other properties within the area in which it is located.
4. The location, size, design, and operating intensity of the proposed conditional use will not prevent the development and use of neighboring property in accordance with the applicable zoning district. In making this determination, the Planning Commission will consider the siting, nature, and height of existing and proposed buildings and structures, and the extent and effectiveness of proposed buffering or landscaping.
5. Adequate public services and facilities exist or will be provided by the developer at the time of development, including adequate utilities, water and sewer systems, drainage structures, and other such facilities and services which are necessary to serve the development.
6. The request will not create excessive additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community.
7. Adequate access roads or entrance and exit drives exist or will be provided by the developer to prevent traffic safety hazards and minimize traffic congestion on public streets.
8. The request will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Staff finds the proposed use to be harmonious with the comprehensive plan future land use map designation of Gateway Commercial in that it will serve as supporting private infrastructure to support the city's goal of developing the west side of the bypass with large commercial developments and meets the requirements in the LDO. Section 9.1-4 F. 1. is satisfied.

Related to Section 9.1-4. F. 2 thru 4 generally relate to the overall impact of a proposal on property within the vicinity. All site plans meeting the requirements for a commercial infrastructure use would need to be submitted and approved by the Planning Division prior to the issuance of a building permit, therefore staff finds that Section 9.1-4. F. 2 thru 4 is satisfied.

Staff finds Section 9.1-4. F. 5. related to the provision of appropriate public services such as utilities and drainage systems is satisfied, as no new public utilities are being sought and existing public services are adequate to support the proposed use pending approval of a stormwater management plan.

Staff finds that Sections 9.1-4. F. 6. and 7. related to maintaining community economic welfare and providing adequate road access, respectively, are satisfied. There is currently adequate access onto 30th Ave NW, and improvements, if any were required, would be at the expense of the developer and would be approved and permitted by the City Engineering Department to satisfy these two evaluative criteria going forward.

Finally, Section 9.1-4. F. 8. is satisfied, as Staff does not have any evidence that the request will result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Comments:

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

FINDINGS OF FACT:

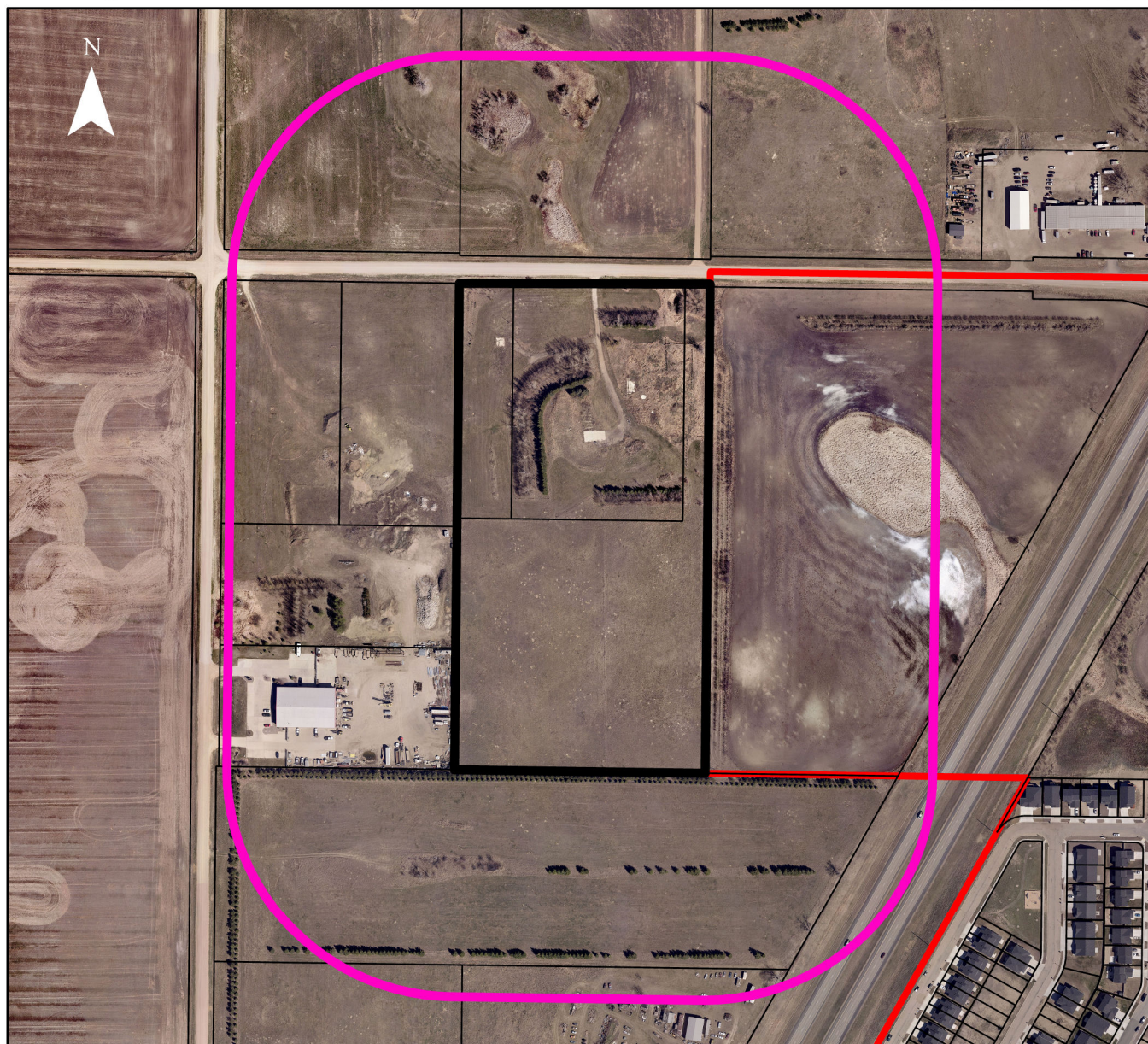
The Minot Planning Commission should accept the following findings of facts:

- 1) The applicants have submitted a complete application for annexation, conditional use permit and zoning map amendment.
- 2) The applicant's request is consistent with the bulk requirements of Chapter 2.22 – "P" Public District of the Land Development Ordinance of the City of Minot (LDO).
- 3) The applicable sections of Chapter 9.1-4 related to conditional use permit criteria is satisfied.
- 4) The present zoning is "RR" Rural Residential District.
- 5) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Gateway Commercial.
- 6) Section 9.1-7 H. 1. is satisfied, as the FLU map denotes this area as Gateway Commercial and the proposal is to zone the property as "P" Public District is in alignment with the FLU map designation.
- 7) 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.
- 8) Section 9.1-7 H. 3 is satisfied, as there exists no evidence that the proposed development will substantially diminish the condition or value of property in the vicinity.
- 9) The zoning map amendment is consistent with the purpose of the Minot Land Development Ordinance and other adopted policies of the City per Section 9.1-7 H. 4.
- 10) 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:

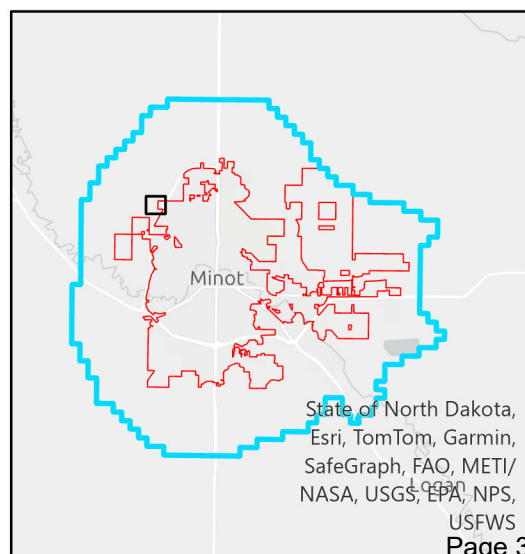
Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval of the zoning map amendment and request for annexation with no conditions. Further, staff recommends the Planning Commission approve a conditional use permit for an electrical power substation subject to the following conditions:

1. All outdoor storage areas shall be fully screened to a minimum height of six feet (6') or to the height of storage racking, up to a maximum height of ten feet (10'), at the time of installation.
2. Driveway placement and separation is subject to approval by the City Engineer or their designee and will be evaluated at the time of site plan review of any expansion of the site.
3. A stormwater management plan is required.



0 295 590 1,180 Feet

- ▬ City Limits
- ▬ Two Mile Boundary
- ▬ Case # 2026-07
- ▬ Case # 2026-07 Notification Area





**414 Nicollet Mall
Minneapolis, MN 55401**

January 30, 2026

Planning Department – City of Minot
1025 31st St. SE
Minot, ND 58702
Doug Diedrichsen and Planning Commission

Conditional Use Permit Application

DATE: January 30, 2026

PROPERTY OWNER: Forward Building Investments

APPLICANT: Xcel Energy Siting & Land Rights

PROJECT NAME: Xcel Energy Badlands Substation (formally known as Roughrider)

REQUEST: Request to allow an electric substation use on the below described property, with a 10 ft tall security fence and designated construction storage area.

PROJECT ADDRESS: 2701 30TH AVE NW, Minot, ND 58703

PARCEL IDs: HA101090000030, HA101090000020, HA101090000010

EXISTING ZONING: RR (Rural Residential) **Proposed P (Public)*

BRIEF PROJECT DESCRIPTION

Xcel Energy's engineers and planners have determined the need for additional electrical capacity on the west side of Minot. The new **Badlands substation** will provide for current and future growth and add resilience and redundancy to the electrical grid, all to support the growth of Minot and the surrounding community. The new substation **is approximately 3 acres of graded area**, enclosed with a **10 foot-tall chain link security fence**. The security fence is the Xcel Energy adopted standard for compliance with the *Federal Energy Regulatory Commission* (FERC) issued Order No. 802 – CIP-014-1 *Physical Security*. A **construction storage area** is proposed on the property to allow storage of material and equipment during the duration of construction of the substation and other projects undertaken by the company.

The site is an old farmstead about 17.5 acres on the northwest city limits of Minot. It is in a rural area with abutting properties having both commercial and agricultural uses including the use of an outdoor storage area on the west side of the site. Existing tree groves on the north, east, and south of the property will be utilized for screening of the substation. Existing landscaping and topography of the site will be used as buffers. Wetlands on the northeast corner of the site have been identified and protected in the general arrangement.

JUSTIFICATION:

1. The request will be harmonious with the general and applicable specific objectives of the City's Comprehensive Plan and Land Development Ordinance.

Response: Our proposed uses are consistent with the policy and purpose of the Comprehensive Plan and intend to support growth and energy needs within Minot. The intent of the "P" district is "to retain and provide land areas owned by the utility companies, private organizations, federal, state, and local governments for public use" according to the Land Development Ordinance SECTION 2.22-1 GENERAL DESCRIPTION.

2. The proposed conditional use at the specified location will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.

Response: The proposed electric substation is an essential service and will provide a reliable source of electrical energy to residents and businesses of Minot. The new substation will enhance the health, safety, welfare, comfort, or convenience of the public. The substation will not alter the locality of the area or produce noise, light or air nuisance to its surroundings during operation. Screening requirements will be complied with, including tree coverage to diminish view of the facility.

3. The proposed conditional use will not cause substantial injury to the value of other property within the area in which it is located.

Response: The abutting properties to the site include agricultural and commercial uses. The substation is sited to take advantage of existing screening provided by groves of trees on the north, south and east sides of the property. To the west is commercial use and the use abutting the east and south property lines are agricultural.

4. The location, size, design and operating intensity of the proposed conditional use will not prevent the development and use of neighboring property in accordance with the applicable zoning district. In making this determination, the Planning Commission will consider the sitting, nature and height of the existing and proposed buildings and structures, and the extent and effectiveness of proposed buffering or landscaping.

Response: The proposed conditional use has been thoughtfully designed to ensure that its location, size, and operational intensity do not hinder the development or use of neighboring properties in accordance with the zoning district. Xcel Energy is committed to infrastructure and operations that maintain a pleasant environment with the communities we are a part of. Infrastructure within the substation compound is carefully and precisely engineered, and the 10 foot fence height is required height for crucial security measures. The site plan composition sites the substation on the rear part of the property further from traffic and public view, with trees surrounding the perimeter to create a natural buffer and screening.

5. Adequate public services and facilities exist or will be provided by the developer at the time of development, including adequate utilizes, water and sewer systems, drainage structures, and other such facilities and services which are necessary to serve the development.

Response: The facility is an unmanned facility and will not require water or sewer services. Upon completion of the substation, maintenance crews will be on site periodically. Access to the site will be via an existing driveway that will be improved to meet the needs of the facility. The substation will be connected to power by extended transmission line connection from existing lines in the area. Proper drainage and water runoff will be accounted for by water basins and an approved storm water management plan.

6. The request will not create excessive additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community.

Response: The new proposed substation will ensure customers receive safe and reliable electrical services, and support future economic growth and opportunity in the area by providing increased energy capacity.

7. Adequate access roads or entrance and exit drives exist or will be provided by developer to prevent traffic safety hazards and minimize traffic congestion on public streets.

Response: The existing access drive from 30th Ave. on the north property line will be improved and extended towards the construction staging area and substation at the rear of the property. A turnaround is proposed near the substation entrance for efficient traffic movement onsite. Once in operation, the substation itself will generate a minimal amount of traffic to the facility. The construction storage area will reduce hauling on and off the site during construction and provide a convenient location for storage of material on the west side of Minot. Traffic generated by the storage facility will fluctuate, based on projects in the area. Traffic safety hazards or congestion are minimized with convenient access to Hwy 83.

8. The request will not result in the destruction, loss, damage of a natural, scenic, or historic feature of major importance.

Response: The development will not lead to the destruction, loss, or damage of any natural, scenic, or historic features of major importance. The wetlands located on site has been carefully evaluated and the site plan revised to ensure that the proposed additions will be constructed in a way that preserves the integrity of the wetlands and the surrounding environment.

9. How do you plan to mitigate any potential nuisances produced by the proposed conditional use? Examples included restricted hours of operation, considerations for noise mitigation, lighting and health and safety.

Response: The proposed facility has been sited to reduce the potential for noise or light impacts to surrounding properties. The substation does not produce an appreciable amount of noise and as noted earlier is located to the rear of the property in an area that is proposed for commercial uses. Lighting will be designed with cutoff shields to direct light downward to minimize the spread of light to surrounding property. The site plan is designed to reduce public view and unauthorized access by setting the facility at the rear of the property, providing tree screening on the perimeter, and a security fence around the compound.

The proposed construction of the electrical substation, 10-foot security fence, and construction storage area is necessary to reliably serve Minot and the surrounding community. Xcel Energy respectfully requests your review and approval of our conditional use permit. Please reach out to if you need additional information or have questions about the proposal.

Regards,



Ella Clobes

Xcel Energy

Siting & Land Rights

414 Nicollet Mall, Floor 6, Minneapolis, MN 55401

P: 612-216-9316

E: ella.clobes@xcelenergy.com



Brian Sullivan

Principal, Siting and Land Rights

414 Nicollet Mall, 414-06, Minneapolis, MN 55401

P: 612-216-8083

E: Brian.E.Sullivan@xcelenergy.com

MAKING ENERGY WORK BETTER

Connected • Committed • Trustworthy • Safe

ZONING



FUTURE LAND USE



0 287.5575 1,150 Feet

Zoning

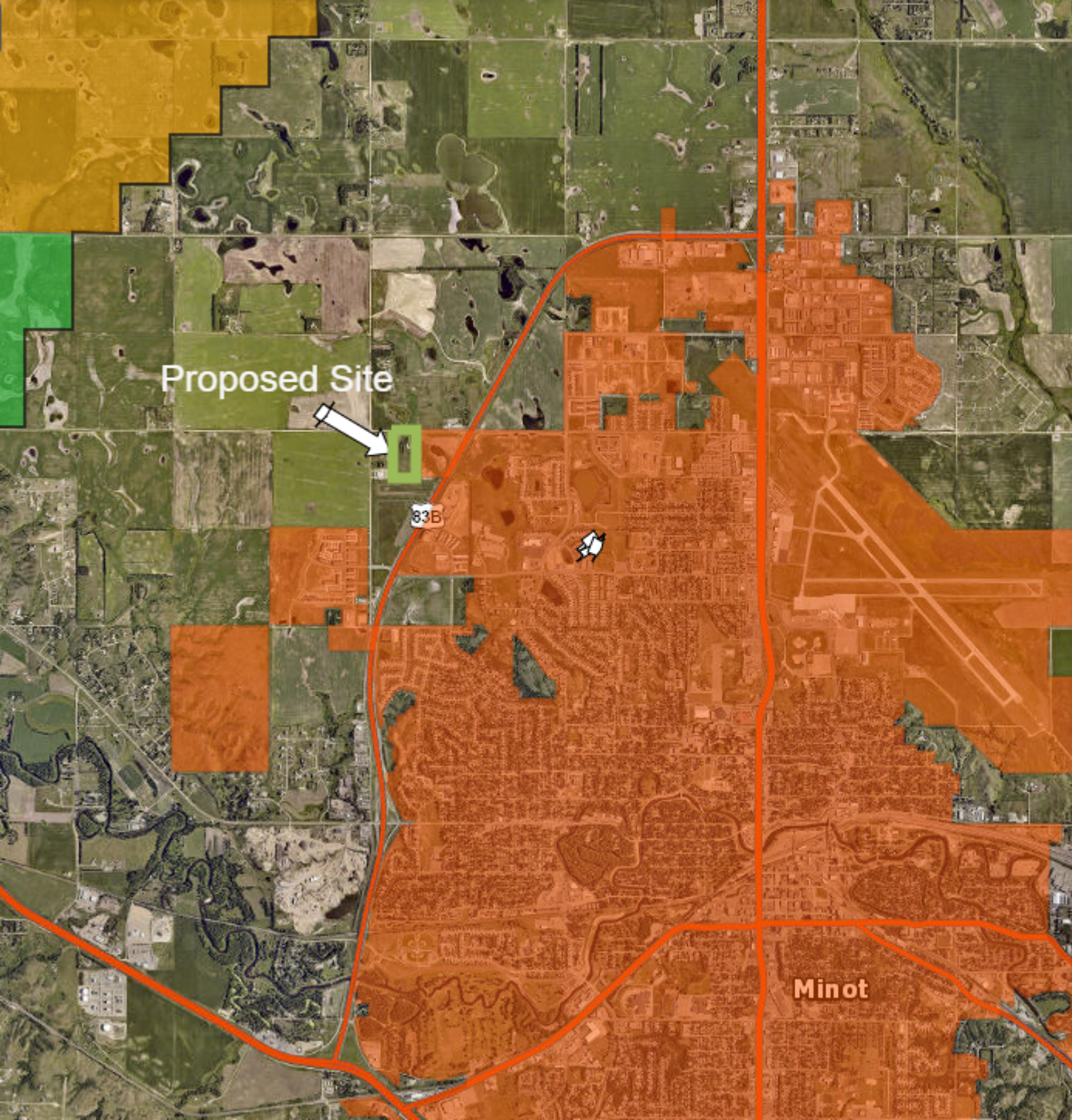
	AG
	C2
	R2
	RR

Both Maps

	Case # 2026-07
	Case # 2026-07 Notification Area

Land Use Type

	Suburban Residential
	Urban Residential
	Gateway Commercial
	Mixed Use Center



Legend

City Limits



City Extraterritorial Zoning



Ward County Zoning Levels



APD-10T



APD-2C



APD-2T



APD-3T



APD-5T



Air Base Protection



CRD



HCD



RID



RLRD



RRD



RTD



APD-3C

Visual Screening and Landscape Plan

Minot, ND Substation



Prepared for
Xcel Energy

Prepared by
Barr Engineering Co.

January 2026

4585 Coleman Street
Bismark, ND 58503

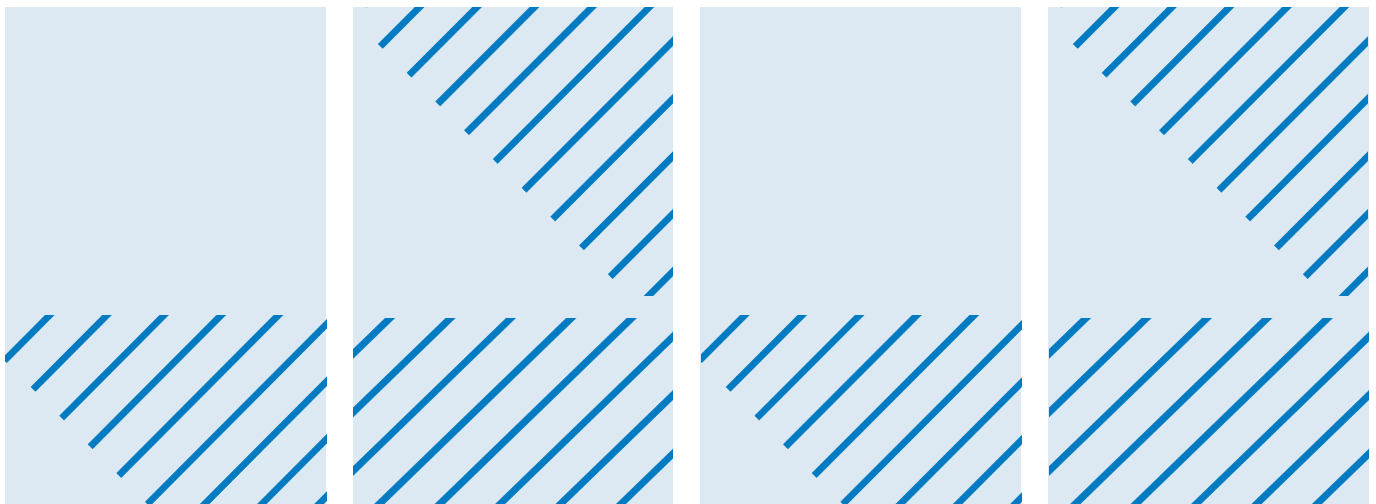




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January 2026

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1 Project Overview

Xcel Energy is constructing a new 115-kV transmission line around the City of Minot, which includes a new substation on property located along 30th Avenue NW. This memorandum outlines the proposed visual screening and landscaping approach for the substation site in accordance with the City of Minot Zoning Ordinance, Article 7 – Landscaping. The intent is to meet the minimum requirements for landscaping and screening while considering existing vegetation and site constraints. Appendix 1 provides the screening and landscape plan associated with this memo.

2 Site Context

The substation parcel is currently zoned RR but is anticipated to be rezoned to P (Public). Adjacent properties include AG zoning to the north and south and C2 zoning to the east and west. The north property line abuts 30th Avenue NW, with a driveway providing site access from this street. Existing vegetation consists primarily of grouped deciduous trees along portions of the northwest and northeast boundaries, and these existing trees will remain in place to the extent practicable, though select trees may need to be removed to accommodate transmission lines entering the site from the north. The south and east adjacent properties contain a double row of evergreen trees, which provides substantial screening. The substation will be enclosed by a 10-foot-tall chain link fence. If included in the final site design, outdoor storage areas will be screened up to a height of 8 feet to meet requirements. The landscape plan includes native seed mixes to stabilize disturbed areas and support long-term site restoration.

3 Applicable Ordinance Requirements

The City of Minot Zoning Ordinance, Article 7, establishes landscaping and screening standards for new development. Section 7.1-3(A) requires a ten-foot-wide landscaped strip along street frontages, with one deciduous canopy tree of at least one and one-half inch caliper for every fifty linear feet of frontage. Section 7.1-4(C) requires a twenty-foot-wide buffer yard where a more intensive land use abuts a residential or agricultural district, with one tree for every twenty linear feet of buffer yard and at least fifty percent of those trees being evergreen species with a minimum height of five feet. Landscaping will be arranged so it does not block clear sight lines at the driveway entrance and exit, as required by Section 7.1-2(I) of the ordinance. Section 7.1-2(B) encourages the use of native species, and Section 7.1-2(D) establishes minimum size requirements for plant material.

3.1 North Boundary (30th Ave NW)

Along the north boundary, which fronts 30th Avenue NW, the ordinance requires a ten-foot-wide landscaped strip and one deciduous canopy tree for every fifty feet of frontage. The frontage length is approximately 650 linear feet, resulting in a requirement for 13 deciduous canopy trees. These trees will be installed to maintain visibility at the driveway entrance in accordance with Section 7.1-2(I). Existing deciduous trees on the site, which occur in scattered groupings, have been taken into account when determining the placement of new trees so that the overall spacing meets ordinance requirements while preserving existing vegetation and the existing screening they provide. Native species will be selected to meet diversity and climate suitability standards.

3.2 East Boundary (Adjacent C2 Zoning)

The east boundary is adjacent to C2 zoning. Section 7.1-4(C) specifies buffer yards only when a more intensive zoning district abuts a less intensive district, such as a more intensive use next to residential or agricultural zoning. Because the substation parcel is zoned Public (P) and the adjacent property is zoned C2, no buffer yard is required.

3.3 South Boundary (Adjacent AG Zoning)

The south boundary is adjacent to AG zoning, which triggers the buffer yard requirement under Section 7.1-4(C). A twenty-foot-wide buffer yard with one tree per twenty feet of length and fifty percent of those trees being evergreen species is required. The boundary length is approximately three hundred feet, resulting in a requirement for fifteen trees, including at least eight evergreens. The adjacent parcel to the south contains a double row of evergreen trees that meets the buffer yard requirements of Section 7.1-4(C). Although the ordinance specifies that buffer yards are to be installed and maintained on the subject site, existing vegetation on adjacent parcels may be considered in evaluating compliance, consistent with the flexibility provisions outlined in Section 7.1-1(E). No additional planting is proposed along this boundary.

3.4 West Boundary (Adjacent C2 Zoning)

The west boundary is adjacent to C2 zoning. As with the east side, no buffer yard is required because buffer yards are only required where a more intensive use abuts agricultural or residential zoning.

4 Tree Species Selection

Plant material will be selected from species recommended by the North Dakota Tree Handbook published by NDSU Extension. Suitable deciduous trees include Bur Oak (*Quercus macrocarpa*), Common Hackberry (*Celtis occidentalis*), and Ironwood (*Ostrya virginiana*). While evergreen species are not part of the proposed plan, recommended options for future consideration or other site areas include Black Hills spruce (*Picea glauca* var. *densata*) and eastern red cedar (*Juniperus virginiana*).

5 Seed Mix Selection

Seed mixes were selected based on anticipated site conditions, disturbance type, and long-term maintenance considerations for upland, road right-of-way (ROW), and wetland areas associated with the project. Mixes emphasize native and regionally appropriate species where feasible, with consideration for utility corridor requirements, durability, and erosion control.

Upland areas will be seeded with ND SM01 PF CRP CP42 Pollinator with Grass (or approved equal) to provide a diverse grass and forb community suitable for disturbed upland soils. Areas within the road ROW will be seeded with NDDOT Class III Salt Tolerant Grass (or approved equal) to establish low-growing, durable vegetative cover compatible with utility access and maintenance activities. Wetland areas will be seeded with NDDOT Wetland West (or approved equal) to establish hydrophytic vegetation.

6 Establishment and Maintenance

To promote plant survival in Minot's cold and dry climate, the plan may incorporate supplemental watering during the establishment period using methods such as tree watering bags or similar methods.

Maintenance will include monitoring, trimming, and replacement of dead plants within the first five years.

Snow damage and other seasonal impacts will be addressed through routine inspections.

Disturbed areas will be seeded following completion of grading and construction activities to stabilize soils and establish vegetative cover. Site preparation will include scarification or light tillage of compacted soils, removal of debris, and application of seed using drill seeding or broadcast methods appropriate for site conditions. Temporary erosion control measures (e.g., straw mulch, hydromulch, and/or erosion control blankets) will be implemented to promote germination and reduce erosion during the establishment period.

During the establishment period, seeded areas will be monitored for successful germination and coverage. Maintenance activities may include reseeding areas with poor establishment, invasive species control, and mowing as needed to manage vegetation height and maintain access necessary for site requirements.

7 Operational Clearances and Access

Vegetation will be placed outside required electrical clearance zones to maintain safe distances from live equipment, overhead lines, and areas requiring maintenance access. No trees can be located within 10 feet of the fence line per Xcel Energy standards and safety considerations. Plantings will not impede gate turning radii, fire access routes, or sightlines for security cameras, while still complying with ordinance requirements.

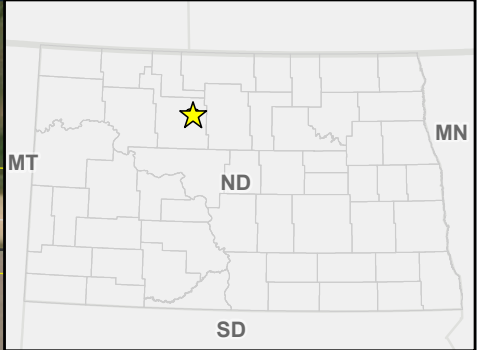
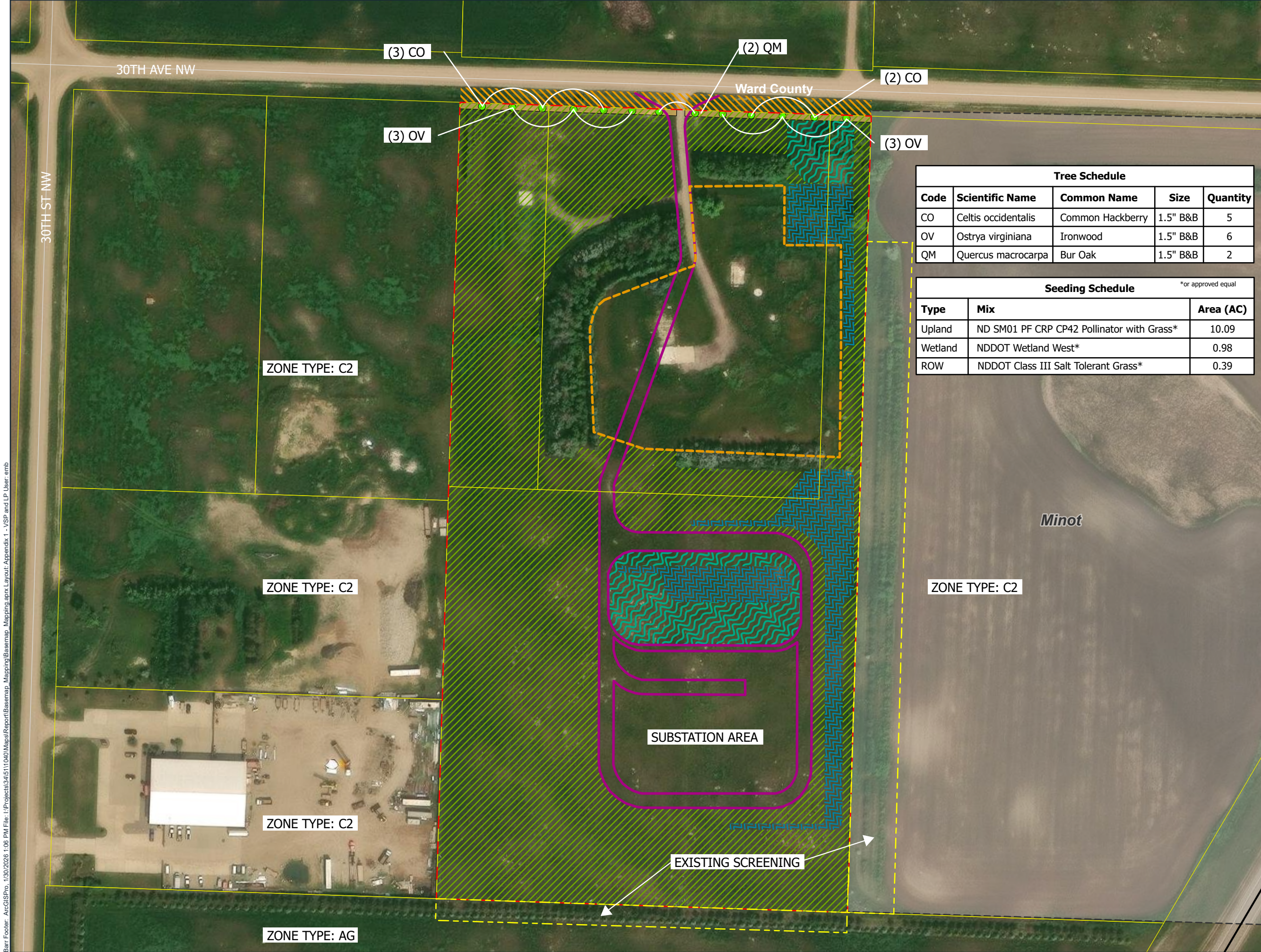
8 Schedule

Planting and seeding will occur following completion of substation construction. Maintenance and monitoring will begin immediately after installation, with inspections scheduled monthly during the growing season for the first five years to ensure plant health and compliance with the approved plan.



Appendix 1

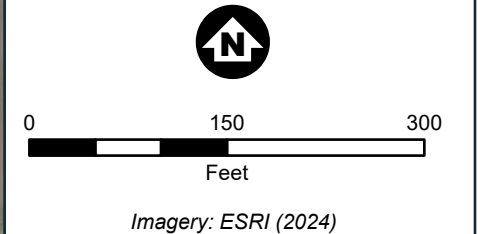
Visual Screening and Landscape Plan



Tree Schedule				
Code	Scientific Name	Common Name	Size	Quantity
CO	Celtis occidentalis	Common Hackberry	1.5" B&B	5
OV	Ostrya virginiana	Ironwood	1.5" B&B	6
QM	Quercus macrocarpa	Bur Oak	1.5" B&B	2

Seeding Schedule			*or approved equal
Type	Mix	Area (AC)	
Upland	ND SM01 PF CRP CP42 Pollinator with Grass*	10.09	
Wetland	NDDOT Wetland West*	0.98	
ROW	NDDOT Class III Salt Tolerant Grass*	0.39	

- ND Major Highways
- ND Streets and Roads
- Municipal Boundary
- Parcels
- Property Extents
- North Screening Strip Extents (10 ft)
- Proposed Trees
- Impervious Extents
- Material Storage Extents
- Existing Offsite Screening Extents
- Water Treatment Basin
- Upland Seeding
- Wetland Seeding
- Road Right of Way (ROW) Seeding



Imagery: ESRI (2024)

Visual Screening and Landscape Plan
Ward County
115kV Transmission Line
Xcel Energy
APPENDIX 1





Office Address: 1025 31st St. SE
Mailing Address: PO Box 5006
Minot, ND 58702
Email: planner@minotnd.gov
Office Number: 701-857-4122

Planning Department

Annexation Checklist

- ☒ Meet with the Planning Department to discuss future intentions.
- ☒ Complete Petition for Annexation Whereas, the properties described below are contiguous to the City of Minot city limits at least at one point; and, whereas, there exists a community of interest, the owner(s) of the property(ies) described below respectfully request incorporation in the City of Minot.

Signature of Owner Stacy Norton
DocuSigned by:
EFB4D87887A845A...
(Attached in Survey) PIDs: HA101090000030, HA101090000020, HA101090000010

Legal Description of Property _____

Signature of Owner _____

Legal Description of Property _____

Signature of Owner _____

Legal Description of Property _____

Signature of Owner _____

Legal Description of Property _____

I hereby certify that I circulated this instrument, that the signatures are true and correct and that I:

- ☐ Represent myself only.
- ☒ Represent myself and am acting as agent for the aforementioned property owners.
- ☐ Am acting as agent only for the aforementioned property owners

Brian Sullivan
Signature of Applicant/Representative

1/7/26
Date

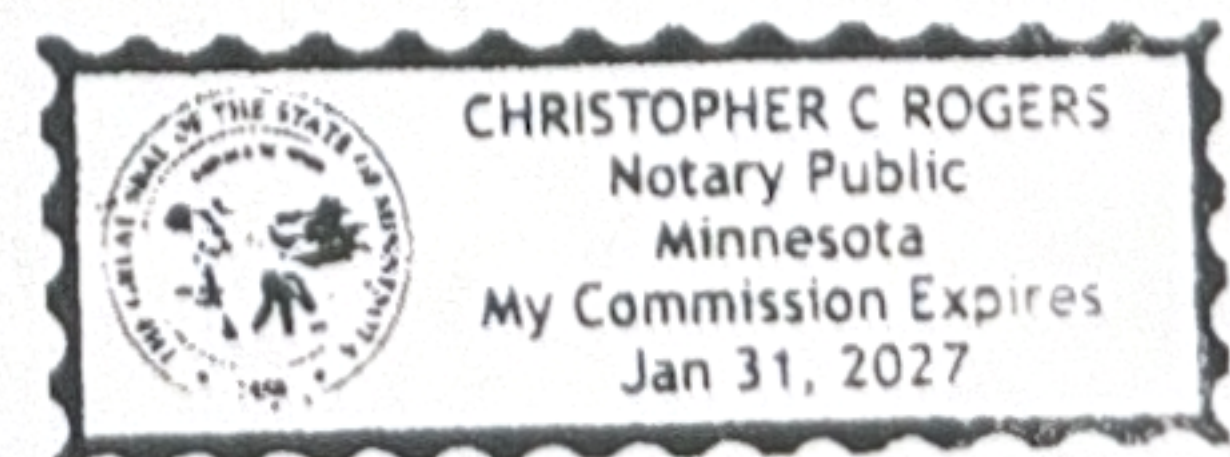
State of Minnesota
County of Hennepin

On this 7th day of JANUARY, 2026, before me, a Notary Public in and for the said county and state, personally appeared Brian Sullivan known to me to be the person described and who executed the foregoing instrument and acknowledged to me that he/she executed the same.

[Signature]
Notary Public

1-7-26
Date

1-31-27
My Commission Expires



Revision Date: February, 2023

Exhibit 6 – Site Photos



Aerial View 1



Aerial View 2

ORDINANCE NO. XXXX

AN ORDINANCE TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF MINOT; LOTS 1, 2 AND 3 OF DAVIS ADDITION TO THE CITY OF MINOT.

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

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

LOTS 1, 2 AND 3 OF DAVIS ADDITION TO THE CITY OF MINOT

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

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, City Council President

ORDINANCE NO. XXXX

AN ORDINANCE REZONING LOTS 1, 2 AND 3 OF DAVIS ADDITION TO THE CITY OF MINOT FROM “RR” RURAL RESIDENTIAL DISTRICT TO “P” PUBLIC DISTRICT.

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

Section 1. That the property described below is hereby zoned **“P” Public**

LOTS 1, 2 AND 3 OF DAVIS ADDITION TO THE CITY

Section 2. The **“P” Public 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

PRELIMINARY PLAT OF SUNSET GARDENS

TO THE CITY OF MINOT, NORTH DAKOTA

BEING OUTLOT 3, LOT A OF OUTLOT 3 AND LOT B OF OUTLOT 3, LYING IN THE SE $\frac{1}{4}$,
SECTION 26, TOWNSHIP 156 N, RANGE 83 W,
TO THE CITY OF MINOT

SUNSET MEMORIAL GARDENS

Ward Co. Doc. #389994

Recorded 3/10/1953

940.56 FT

OUTLOT 3

Ward Co. Doc. #397586

Recorded 12/10/1954

LOT 2

6.91 Acres

320.00 FT

75.92 FT

50.52 FT

408.75 FT

150.00 FT

126.00 FT

62nd Ave. NW

365.45 FT

500.50 FT

249.77 FT

LOT 1

2.00 Acres

LOT A OF OUTLOT 3

Ward Co. Doc. #547003

Recorded 8/10/1976

LOT B OF OUTLOT 3
Ward Co. Doc. #547004
Recorded 8/10/1976

347.00 FT

SCHOOL

US Highway #83 R.O.W. Line

Section Line

US Highway #83

Section Line

- - Denotes Property Corners Proposed
- - Denotes Property Corners Found

NOTES:

- For planning purposes only.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- Plat is subject to all prior easements of record.
- A 10' utility Easement is located on the street side of every lot and where noted.

125 0
Scale: 1" = 125'



WOLD
ENGINEERING, P.C.

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



Planning Commission Staff Report

Application Date: 01/28/2026
Date of Staff Report: 02/23/2026
Date of Planning Commission Meeting: 03/10/2026

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

Case Number: 2026-10
Project Name: Sunset Gardens Addition – Preliminary Plat
Current Legal Description: See the project description below.
Proposed Legal Description: Lot 1 & 2 of Sunset Gardens Addition to the City of Minot
Present Address: See the project description below.

Owners: Casey Schmidt
Representative: Casey Schmidt
Entitlements Requested: Major Subdivision Preliminary Plat

Present Zone(s): “C2” General Commercial District
Present Use(s): Cemetery, Residential
Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.
Present Future Land Use Map Designation: Ag and Open Space

Proposed Zone(s): No Change
Proposed Use(s): No Change
Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.
Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by Casey Schmidt, owner for a request of a preliminary plat to subdivide a property zoned “C2” General Commercial District. The legal description for the property is Lots A and B along with Outlot 3 lying in the SE ¼ Section 26, Township 156, Range 83, Ward County, North Dakota.

The subject property address is 200 62nd Ave NW.

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

BACKGROUND INFORMATION:

The property owner seeks to rearrange five (5) lots and consolidate them into two (2) lots in order to separate the cemetery use from the supporting residential and facilities maintenance areas.

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

The zoning and future land use map designation of the subject property and surrounding area is provided in **Exhibit 3**.

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

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 proposes two lots, each with adequate terrain and access to be suitable for development. Staff finds Section 10.3-2 is satisfied.

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

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

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as those properties to be zoned meet the minimum lots size and dimensional standards for the “C2” General Commercial District.

Section 10.3-12 is satisfied. This is an existing development on previously unplatted land that is looking to do simple lot line adjustments.

Section 10.3-13. is satisfied. Section 10.3-13. A. is relating to the dedication of right-of-way, easements, and street widths.

Section 10.3-14 is satisfied. This section relates to sidewalks, sidewalks are not required.

Section 10.3-15 related to public utilities is satisfied. Any expansion or connection to public utilities would be at the expense of the developer. Connection fees would apply at the rate set for this district, to be collected at the time of building permit application.

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

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

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and comments were not received.

FINDINGS OF FACT:

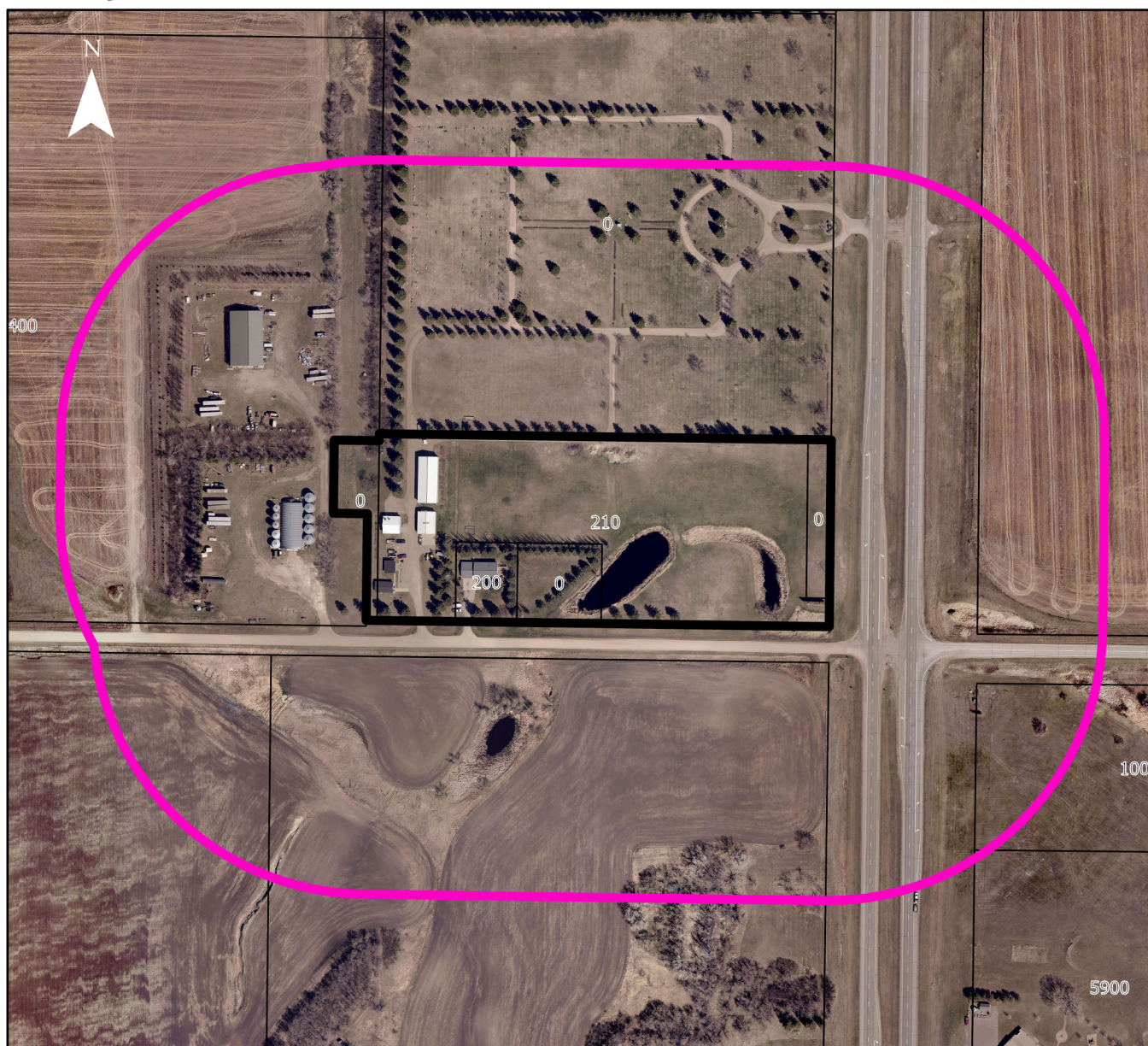
The Minot Planning Commission should accept the following findings of facts:

- 1) The applicants have submitted a complete application.
- 2) The property is zoned “C2” General Commercial District on the Official Zoning Map and has a “Ag & Open Space” designation on the Future Land Use Map of the 2040 Comprehensive Plan.
- 3) The applicant’s request is consistent with the bulk requirements of Chapter 2.14 – “C2” General Commercial District of the Land Development Ordinance of the City of Minot (LDO).
- 4) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.
- 5) The Minot Planning Commission has the authority to recommend approval, with or without conditions, or

recommend denial of the Major Subdivision Preliminary Plat. 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.

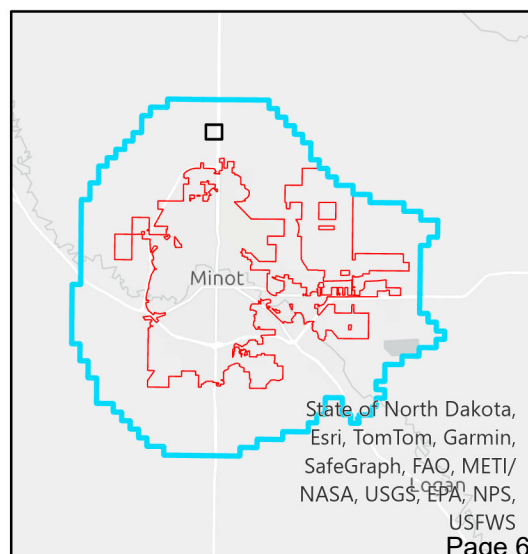
STAFF RECOMMENDATION TO PLANNING COMMISSION:

Staff recommends the Planning Commission adopt staff findings of fact and recommend City Council approve the Major Subdivision Preliminary Plat for Sunset Gardens Addition without conditions.



0 245 490 980 Feet

- ▬ City Limits
- ▬ Two Mile Boundary
- ▬ Case # 2026-10
- ▬ Case # 2026-10 Notification Area



PRELIMINARY PLAT OF SUNSET GARDENS

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408.75 FT

150.00 FT

126.00 FT

62nd Ave. NW

365.45 FT

249.77 FT

500.50 FT

347.00 FT

SCHOOL

US Highway #83 R.O.W. Line

Section Line

US Highway #83

Section Line

LOT 1

2.00 Acres

LOT A OF OUTLOT 3

Ward Co. Doc. #547003

Recorded 8/10/1976

LOT B OF OUTLOT 3
Ward Co. Doc. #547004
Recorded 8/10/1976

- - Denotes Property Corners Proposed
- - Denotes Property Corners Found

NOTES:

- For planning purposes only.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- Plat is subject to all prior easements of record.
- A 10' utility Easement is located on the street side of every lot and where noted.

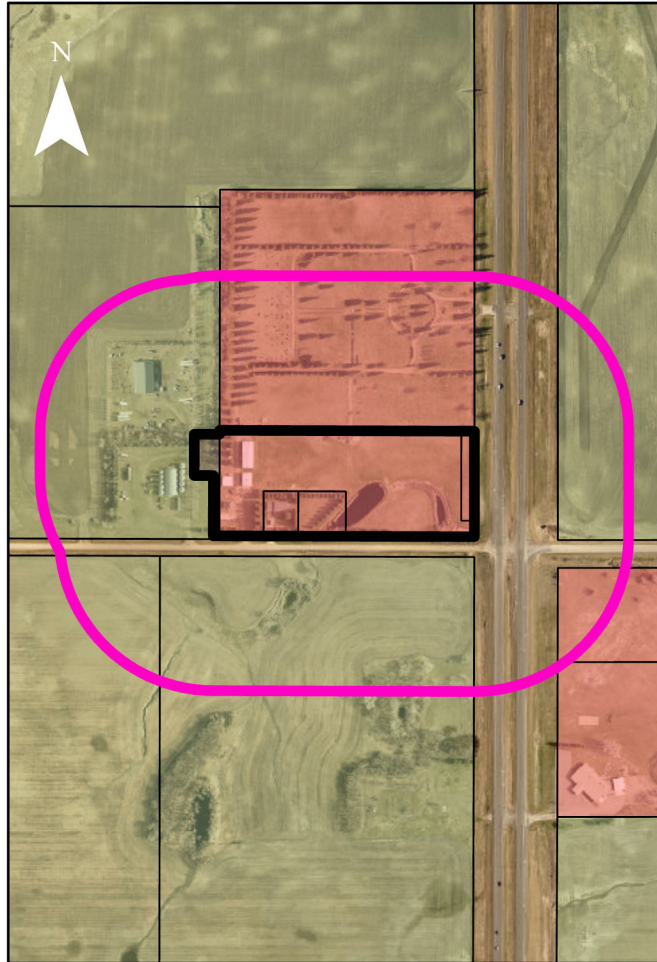
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Scale: 1" = 125'



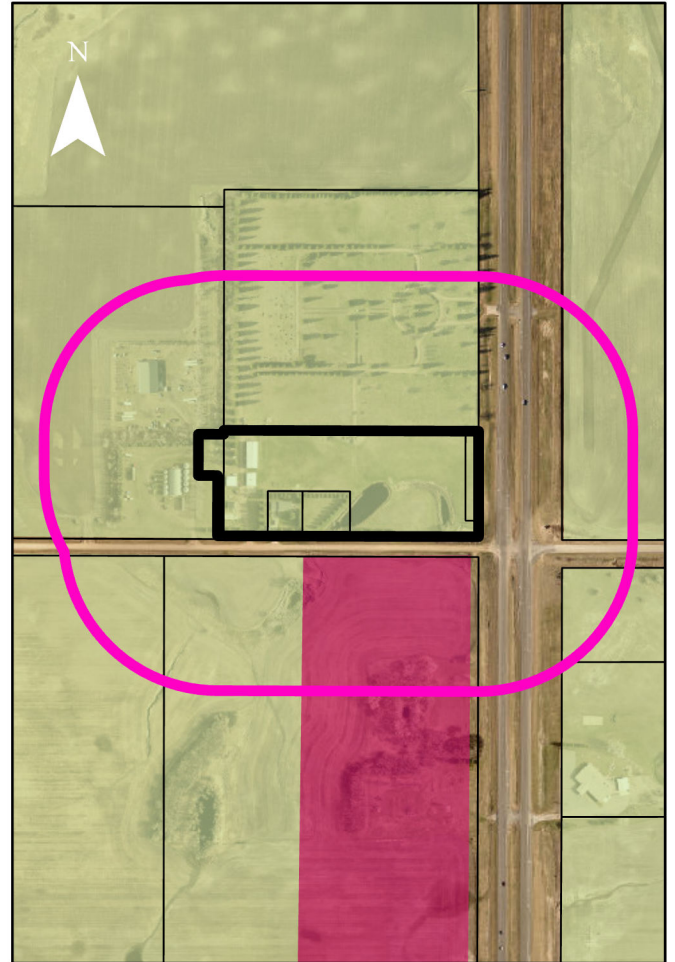
WOLD
ENGINEERING, P.C.

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

ZONING



FUTURE LAND USE



0 350 700 1,400 Feet

Zoning

	AG
	C2
	P

Both Maps

	Case # 2026-10
	Case # 2026-10 Notification Area4a

Land Use Type

	Agricultural and Open Space
	Gateway Commercial
	Agricultural and Open Space

Exhibit 4 – Site Photos



Aerial View 1



Aerial View 2

PRELIMINARY PLAT OF
STONEBRIDGE FARMS 7TH ADDITION
 TO THE CITY OF MINOT, NORTH DAKOTA
 (BEING AN UNPLATTED PORTION OF THE SE1/4 OF SECTION 1,
 TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)

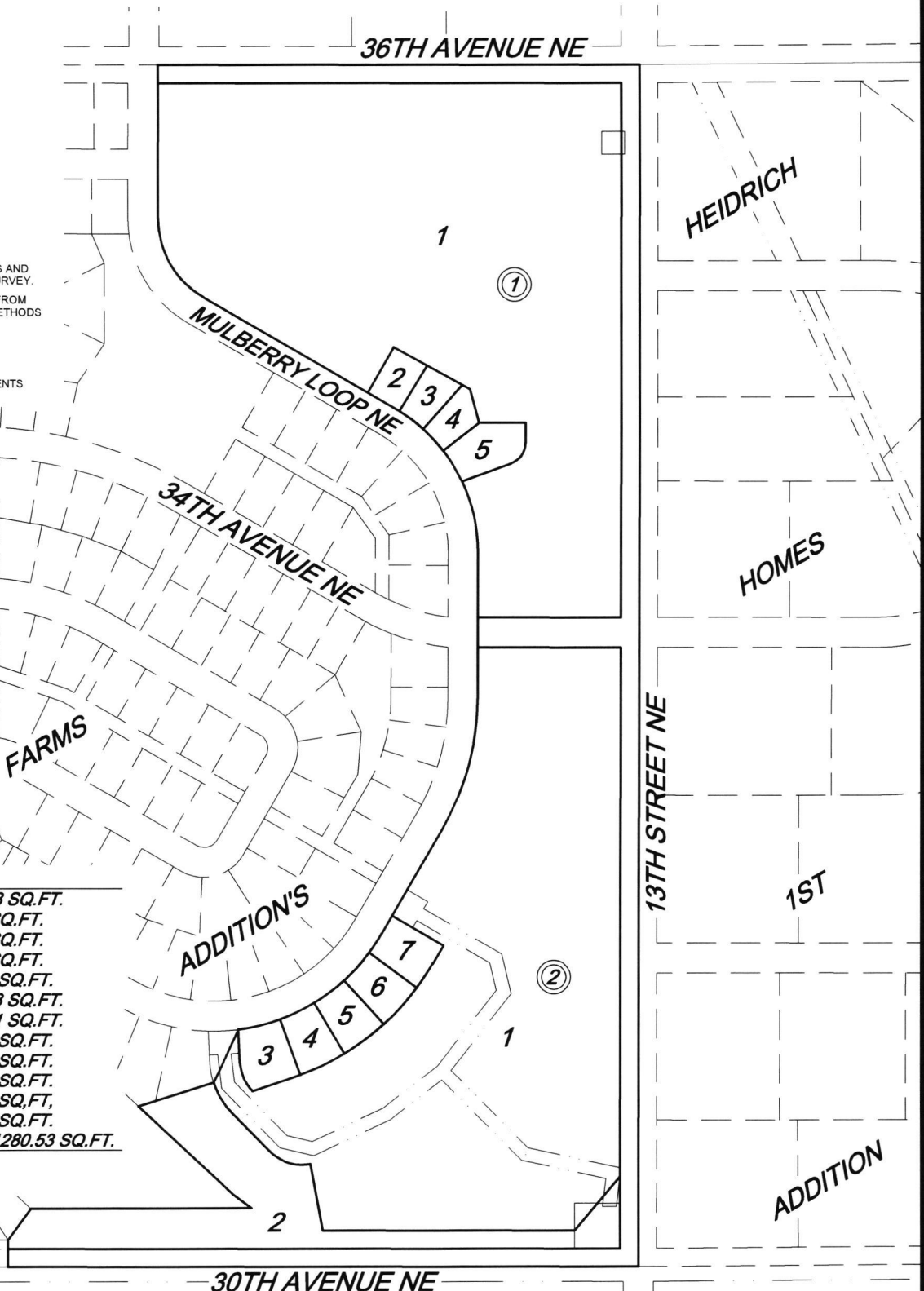


NOT TO SCALE:

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 PLAT IS SUBJECT TO ALL PRIOR EASEMENTS

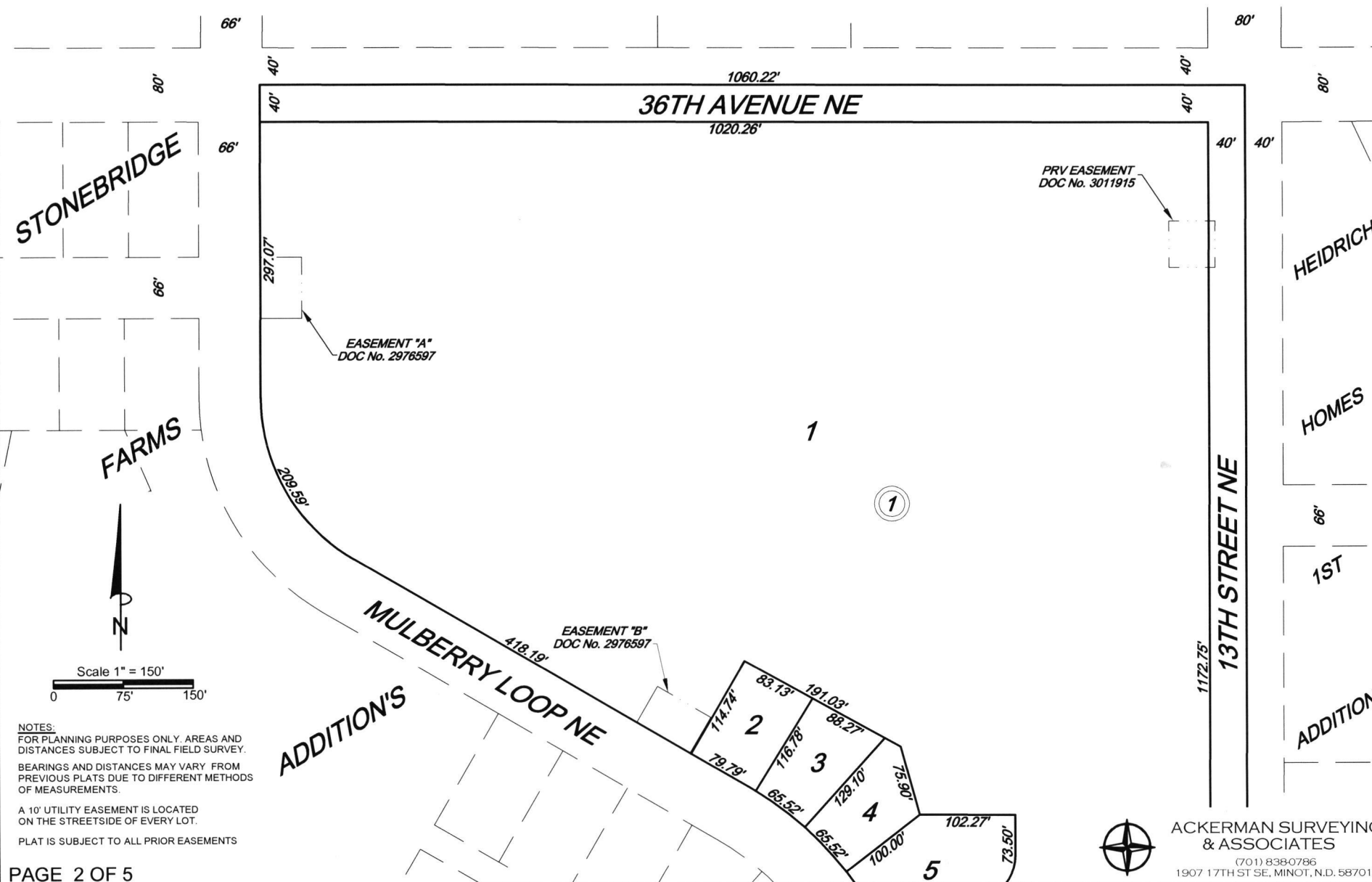
LOT BREAKDOWN

LOT 1, BLOCK 1 = 765614.03 SQ.FT.
 LOT 2, BLOCK 1 = 9415.58 SQ.FT.
 LOT 3, BLOCK 1 = 9290.90 SQ.FT.
 LOT 4, BLOCK 1 = 9085.43 SQ.FT.
 LOT 5, BLOCK 1 = 15662.82 SQ.FT.
 LOT 1, BLOCK 2 = 650044.43 SQ.FT.
 LOT 2, BLOCK 2 = 140403.91 SQ.FT.
 LOT 3, BLOCK 2 = 14897.84 SQ.FT.
 LOT 4, BLOCK 2 = 12436.22 SQ.FT.
 LOT 5, BLOCK 2 = 12436.22 SQ.FT.
 LOT 6, BLOCK 2 = 12436.22 SQ.FT.
 LOT 7, BLOCK 2 = 13336.57 SQ.FT.
 ROAD RIGHT OF WAY = 221280.53 SQ.FT.
 TOTAL = 1886340.70 SQ.FT.
 OR 43.30 ACRES



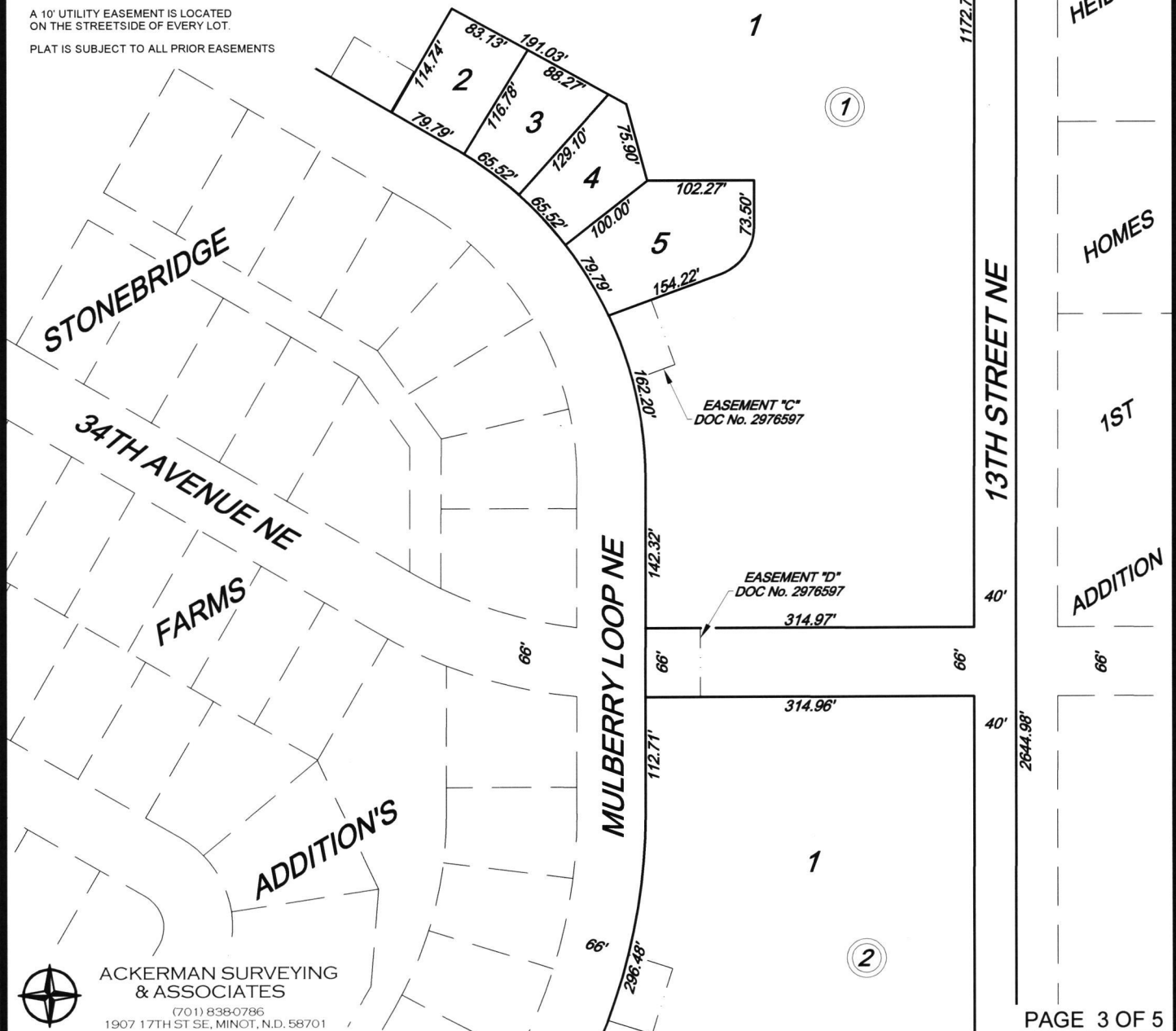
ACKERMAN SURVEYING
 & ASSOCIATES
 (701) 838-0786
 1907 17TH ST SE, MINOT, N.D. 58701

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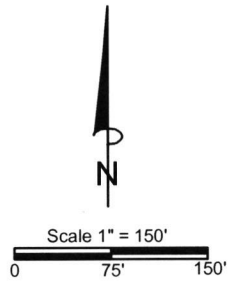
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MULBERRY LOOP NE

STONEBRIDGE
FARMS

ADDITION'S

30TH AVENUE NE

UNPLATTED
SEC. 12-155-83

EASEMENT "F"
DOC No. 2976597

EASEMENT "G"
DOC No. 2976597



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& ASSOCIATES

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PAGE 5 OF 5

ANNEXATION EXHIBIT

TO THE CITY OF MINOT, NORTH DAKOTA
(BEING PORTIONS OF 30TH AVENUE NE, 34TH AVENUE NE, 36TH AVENUE NE AND
LOTS 1 THRU 5 BLOCK 1, LOTS 1 THRU 7, BLOCK 2, STONEBRIDGE FARMS 7TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA)



Not to Scale:



- AREA TO BE ANNEXED.

36TH AVENUE NE

HEIDRICH

1

①

MULBERRY LOOP NE

2 3 4 5

STONEBRIDGE

34TH AVENUE NE

FARMS

HOMES

13TH STREET NE

1ST

ADDITION'S

②

2

30TH AVENUE NE

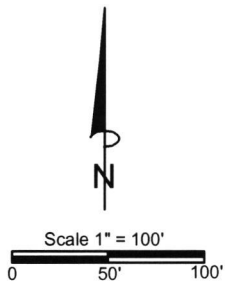
ADDITION



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1907 17TH ST SE, MINOT, N.D. 58701

EASEMENT VACATION

TO THE CITY OF MINOT, NORTH DAKOTA
(BEING A PORTION OF A SANITARY LIFT STATION EASEMENT FILED AS
EXHIBIT 2 DOCUMENT No. 2976598 AT THE WARD COUNTY RECORDERS OFFICE)



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- PORTION TO BE VACATED.
(1499.25 SQ.FT.)

EASEMENT "F"
DOC No. 2976597

②

1

SANITARY LIFT STATION
EASEMENT DOC No. 2976598

EASEMENT "G"
DOC No. 2976597

PORTION TO BE VACATED

2

40'

13TH STREET NE

HEIDRICH

HOMES

1ST

ADDITION

40'

40'

30TH AVENUE NE



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

UNPLATTED
SEC. 12-155-83



**Planning Commission
Staff Report**

Application Date: 01/29/2026 Date of Staff Report: 02/23/2026 Planning Commission Meeting: 03/10/2026		Staff Contact: Doug Diedrichsen AICP, Principal Planner Staff Recommendation: Approval	
Case Number: 2026-11 Project Name: Stonebridge Farms 7 th Addition – Prelim Plat, Annex, Zone Change, Easement Vacation Current Legal Description: See Project Description Proposed Legal Description: Block 1 & 2 of Stonebridge Farms 7 th Addition to the City of Minot Present Address: Unaddressed		Representative: Rob Berard, Ackerman Surveying Owner: Four Seasons Construction Inc. Entitlements Requested: Preliminary Plat approval, Zoning Map Amendment from “Ag” Agricultural District to “R1S” Single Family Residential with Small Lot Flexibility District, Annexation and a utility easement vacation	
Present Zone(s): “Ag” Agricultural District Present Use(s): Vacant 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: Suburban Residential		Proposed Zone(s): “AG” Agricultural District, “P” Public District and “R1S” Single Family Residential with small lot flexibility Proposed Use(s): 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 Rob Berard, Ackerman Surveying representing Four Season Construction Inc., owner for a request of a zoning map amendment from “AG” Agricultural District to “R1S” Single-Family District with

Small Lot Flexibility and “P” Public District, annexation, preliminary plat and easement vacation. The legal description for the property is Stonebridge Farms 1st & 4th Additions less N 40’ to the City of Minot, Ward County, North Dakota

The subject properties addresses are unassigned

An aerial map of the subject property may be found in **Exhibit 1**

BACKGROUND INFORMATION:

The property owner seeks to realign, annex, rezone Lot 1 from “AG” Agricultural (AG) to “R1S” Single Family Residential with Small Lot Flexibility and vacate a utility easement. There is also a stormwater project on Lot 2 of Block 2 that will be rezoned to public to support future infrastructure for the subdivision. The subject property was designated Suburban Residential in the 2040 Comprehensive Plan. Annexation will address its position adjacent to city limits and will be evaluated by City Council along with the recommendation from Planning Commission on the preliminary plat, zoning map amendment and easement vacation request.

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

The zoning and future land use map are provided in **Exhibit 3**.

Annexation Exhibit is provided in **Exhibit 4**.

Easement Vacation Exhibit provided in **Exhibit 5**.

Site photos are provided in **Exhibit 6**.

STAFF ANALYSIS:

Annexation:

The City of Minot follows North Dakota Century Code (NDCC) Chapter 40-51.2 procedures involving annexation requests. NDCC 40-51.2-03 provides for owners of property to request annexation and City Council may approve such requests by ordinance. Staff is supportive of the annexation request.

Subdivision Design Standards:

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

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

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

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout, which proposes twelve (12) lots, each with adequate terrain and access to be suitable for development. Staff finds Section 10.3-2 is satisfied.

Section 10.3-3. requires that a subdivision name not already be utilized elsewhere and spelled correctly. The name Stonebridge Farms 7th Addition has not yet been taken and is spelled correctly. Section 10.3-3. is satisfied.

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

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as they all meet the dimensional standards of the proposed zoning district.

Section 10.3-12 relating to block design is satisfied as it follows the concept plans submitted and approved on previous plats.

The requirements of Section 10.3-13. A. relating to the dedication of right-of-way, easements, and street widths is satisfied.

Sections 10.3-14 relates to sidewalks, Section 10.3-14 is satisfied.

Section 10.3-15 related to public utilities is satisfied. Any expansion or connection to public utilities would be at the expense of the developer. Connection fees would apply at the rate set for this district, to be collected at the time of building permit application.

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.

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 future land use designation is Suburban Residential, which aligns with the proposed zone change to “R1S” Single Family Residential with Small Lot Flexibility District and “P” Public District. Staff finds no future land use map amendment is necessary.

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 by in order to fulfill the future land use map of the Comprehensive Plan. The request stems from an effort to align zoning with the Future Land Use Map, as the “R1S” Single Family Residential with Small Lot Flexibility District and “P” Public District are a complimentary zone to the Suburban Residential designation on the FLU map. 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. 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 zoning map amendment to “R1S” Single Family Residential with Small Lot Flexibility District or “P” Public District will diminish the condition or value of property within the vicinity. The adjacent properties have primary been developed with similar residential uses. 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 and the zoning map amendment aligns with the future land use designation of Suburban Residential in the City of Minot 2040 Comprehensive Plan. Therefore, Section 9.1-7. 4. is satisfied.

Easement Vacation Standards:

Chapter 40-39 of North Dakota Century Code covers the process of application and submittal for opening and vacation streets, alleys and public places. The applicant has submitted the necessary application documents required and noticing has been conducted as required per 9.2-1 (B) and (C).

NDCC 40-39-05. Petitions for vacation of streets, alleys, or public grounds to meet the following. No public grounds, streets, alleys, or parts thereof within a municipality shall be vacated or discontinued by the governing

body except on a petition signed by all of the owners of the property adjoining the plat to be vacated. Such petition shall set forth the facts and reasons for such vacation, shall be accompanied by a plat of such public grounds, streets, or alleys proposed to be vacated, and shall be verified by the oath of at least one petitioner. To that end, staff provides the following guidance

The owner of the property has submitted a petition to vacate a utility easement on their property accompanied by a copy of the current plat, a vacation exhibit prepared and stamped by a licensed land surveyor and a letter of intent for the request referring to a request for a building permit for new construction on the subject property that would encroach on the vacant easement. NDCC 40-39-05 is satisfied.

NDCC 40-39-06, requiring public hearing notification, is satisfied with public hearing notices being mailed via certified letter to all properties within 300', addition mailings to properties within 600' as required the Land Development Ordinance of the City of Minot for application in the Extraterritorial Zoning Jurisdiction and publication of hearing notices as required by Section 9.2-1. B. of the Land Development Ordinance of the City of Minot.

Comments:

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

FINDINGS OF FACT:

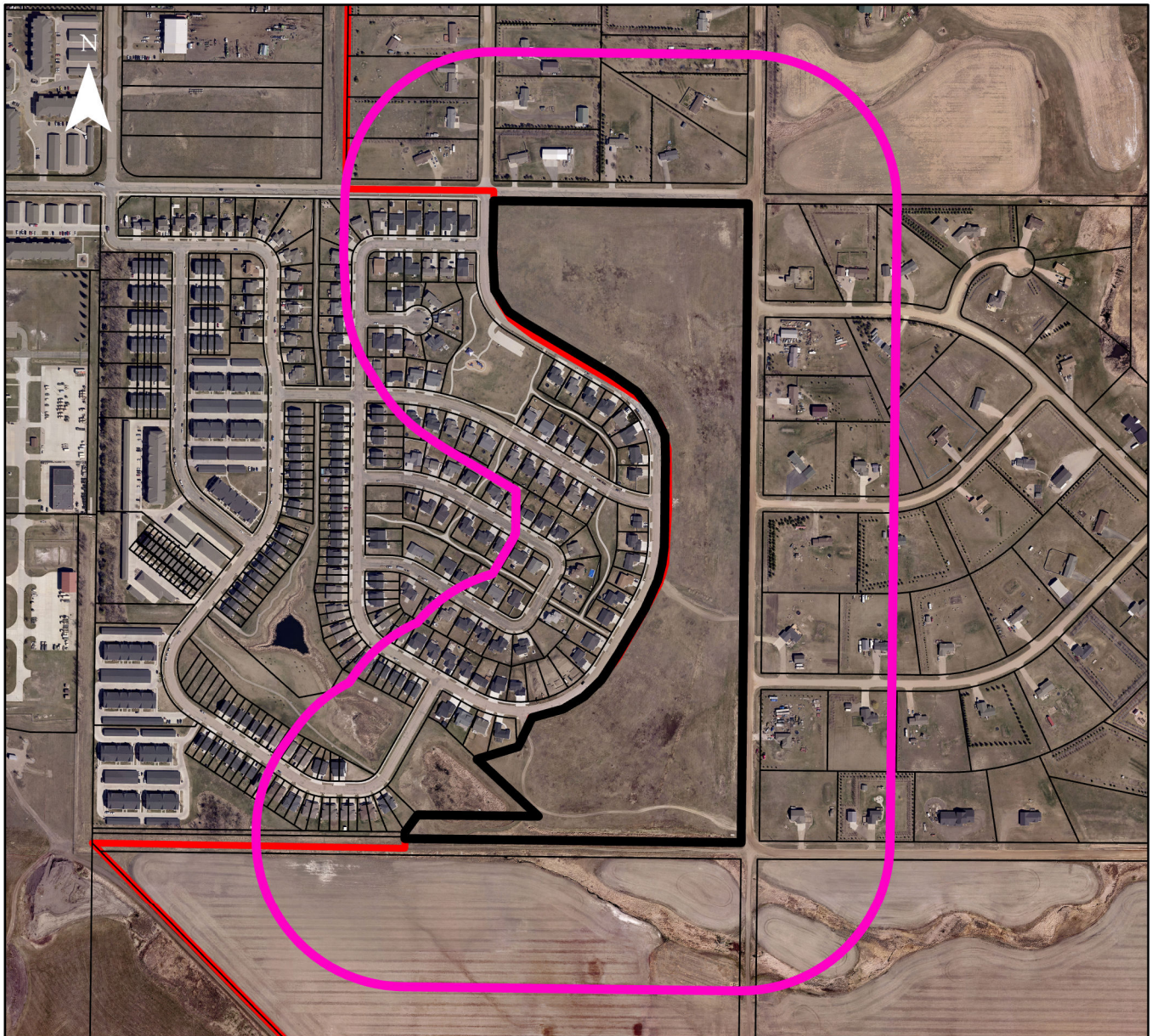
The Minot Planning Commission should accept the following findings of facts:

- 1) The applicants have submitted a complete application for annexation, preliminary plat, easement vacation and zoning map amendment.
- 2) The applicant's request is consistent with the bulk requirements of Chapter 2.7 – "R1S" Single Family Residential with Small Lot Flexibility District and Chapter 2.22 "P" Public District of the Land Development Ordinance of the City of Minot (LDO).
- 3) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.
- 4) The present zoning is "AG" Agricultural District.
- 5) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Suburban Residential.
- 6) Section 9.1-7 H. 1. is satisfied, as the FLU map denotes this area as Suburban Residential and the proposal is to zone the property as "R1S" Single Family Residential with Small Lot Flexibility District and "P" Public District are in alignment with the FLU map designation.

- 7) 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.
- 8) Section 9.1-7 H. 3 is satisfied, as there exists no evidence that the proposed development will substantially diminish the condition or value of property in the vicinity.
- 9) The zoning map amendment is consistent with the purpose of the Minot Land Development Ordinance and other adopted policies of the City per Section 9.1-7 H. 4.
- 10) 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.

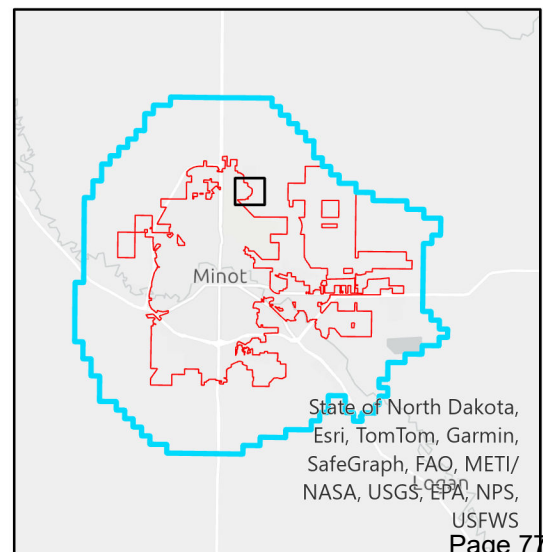
RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval to City Council for a zoning map amendment from “Ag” Agricultural District to “R1S” Single Family Residential with Small Lot Flexibility District and “P” Public District and Planning Commission recommend approval of the preliminary plat, annexation, and easement vacation without conditions.



0 450 900 1,800 Feet

- ▬ City Limits
- ▬ Two Mile Boundary
- ▬ Case # 2026-11
- ▬ Case # 2026-11 Notification Area



PRELIMINARY PLAT OF
STONEBRIDGE FARMS 7TH ADDITION
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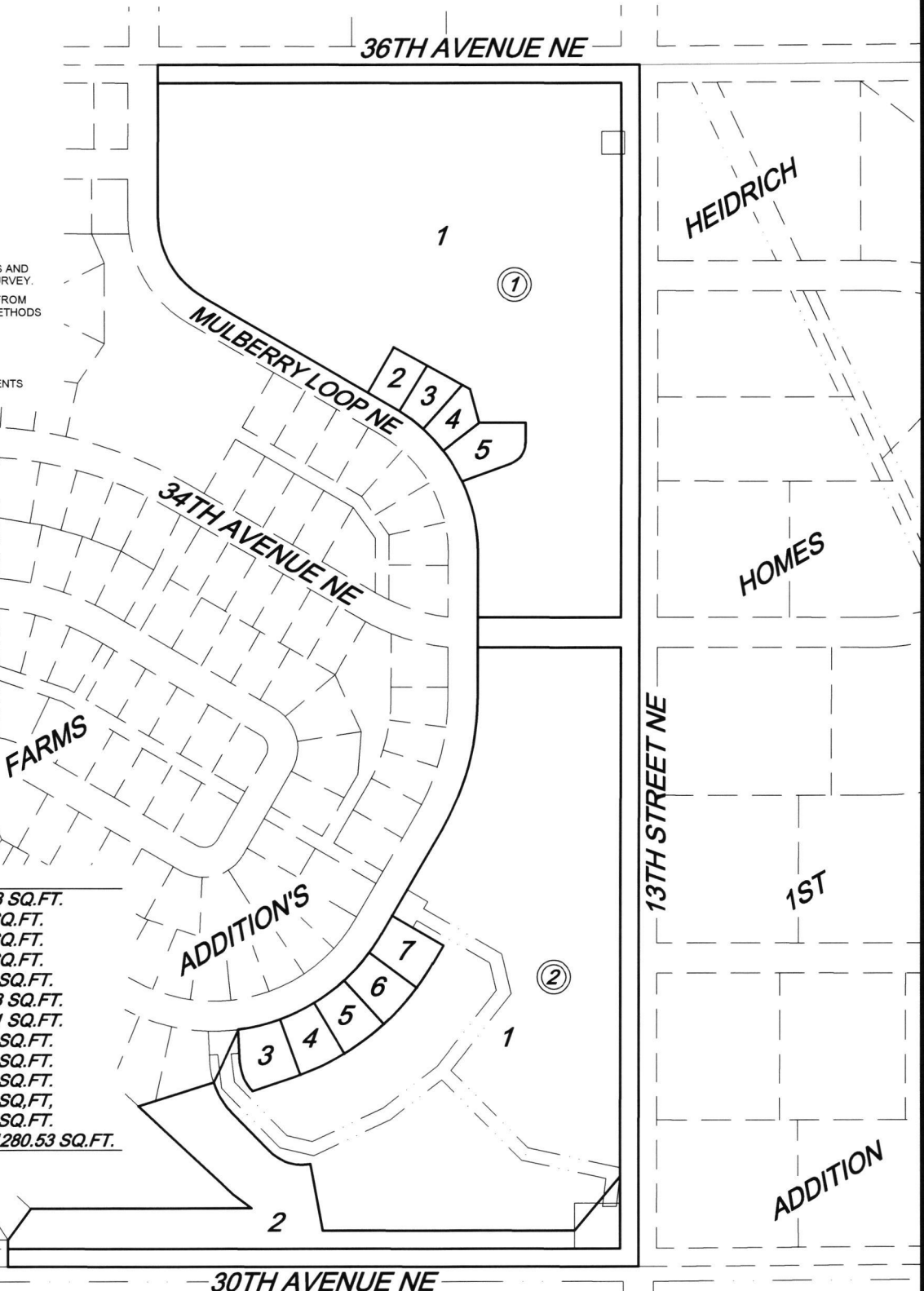


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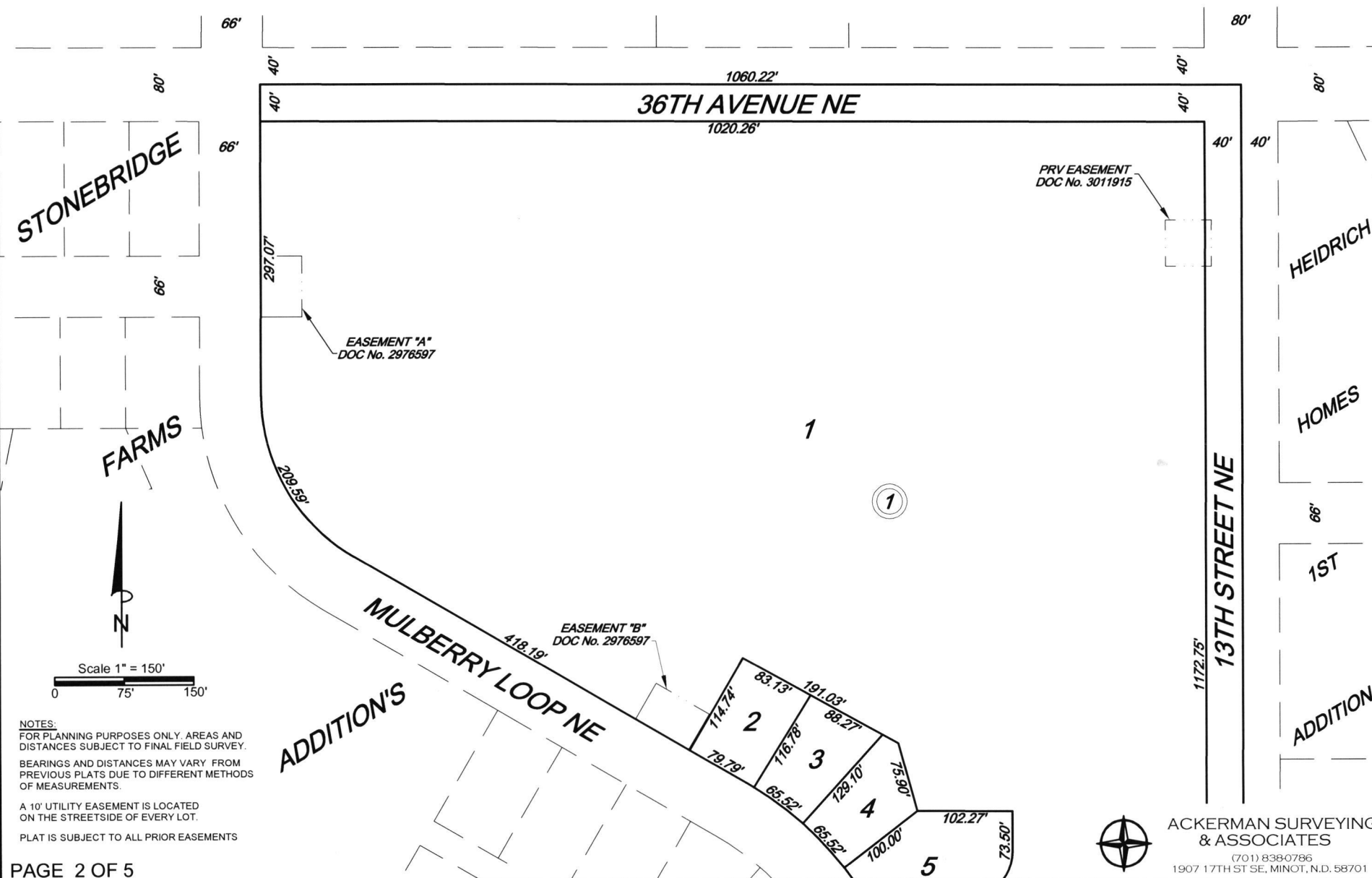
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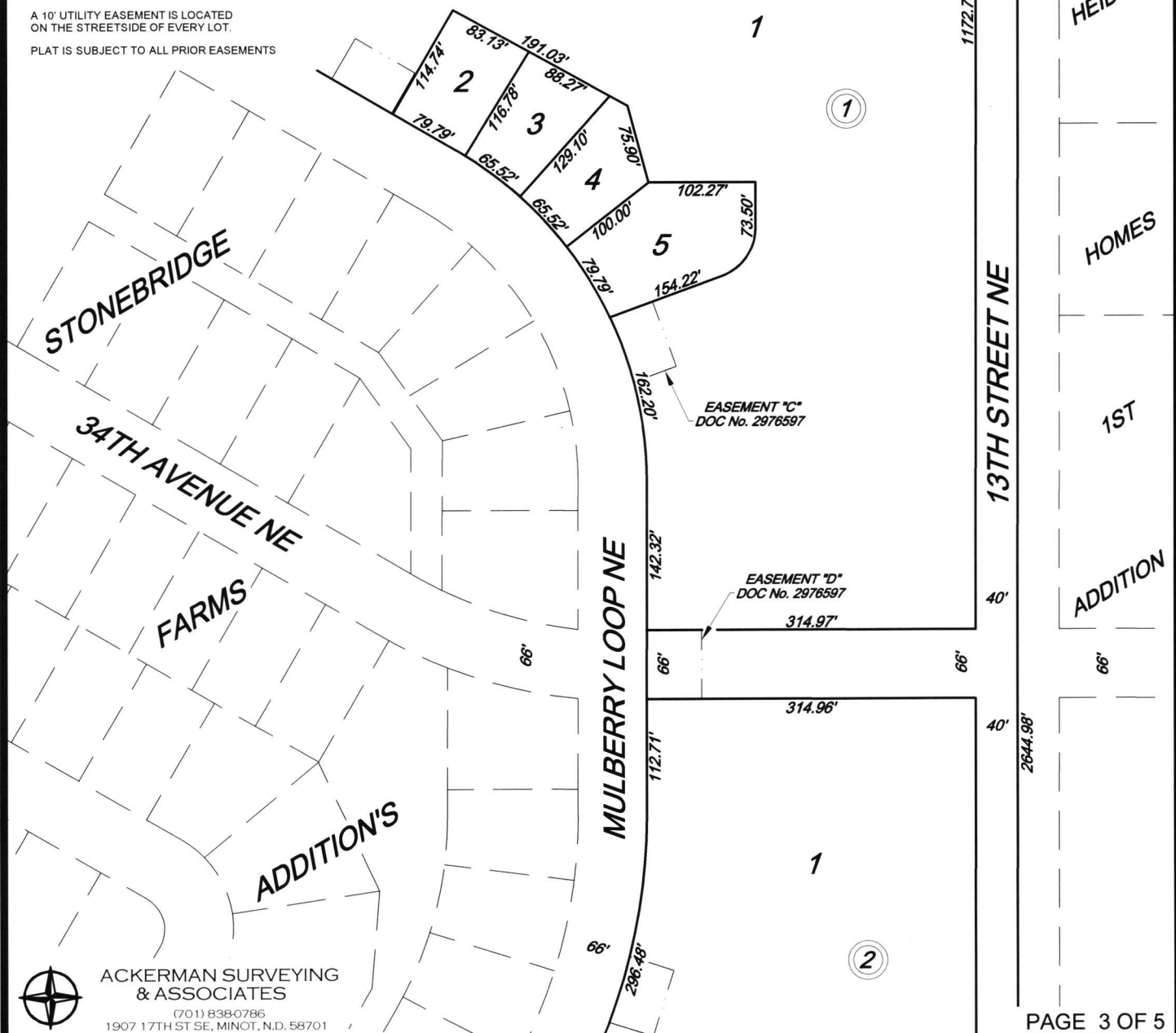


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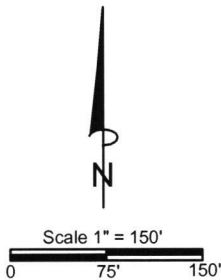
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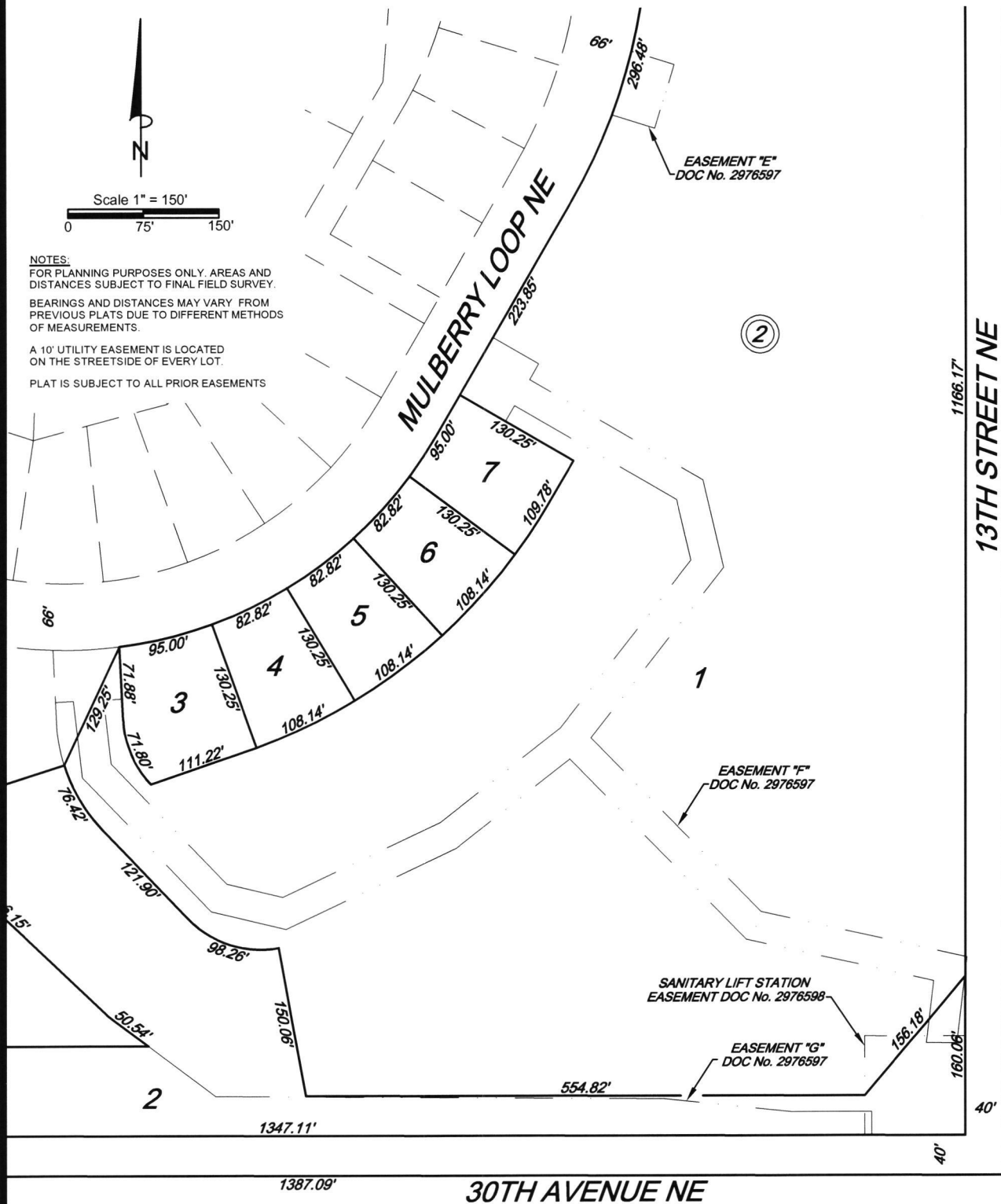


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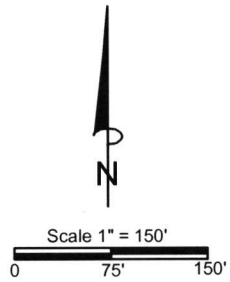


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UNPLATTED
 SEC. 12-155-83

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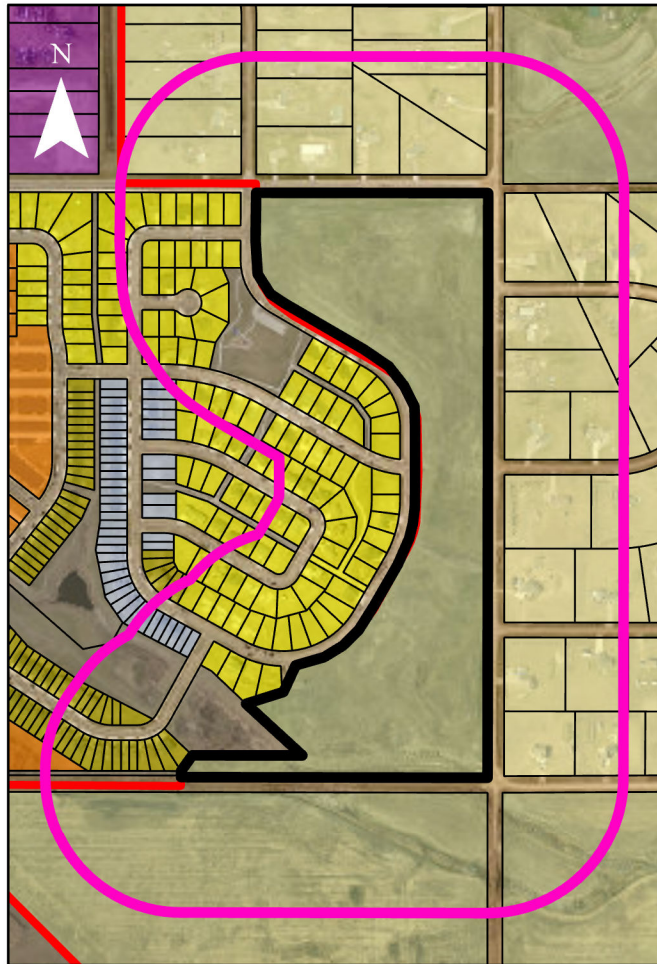


ACKERMAN SURVEYING
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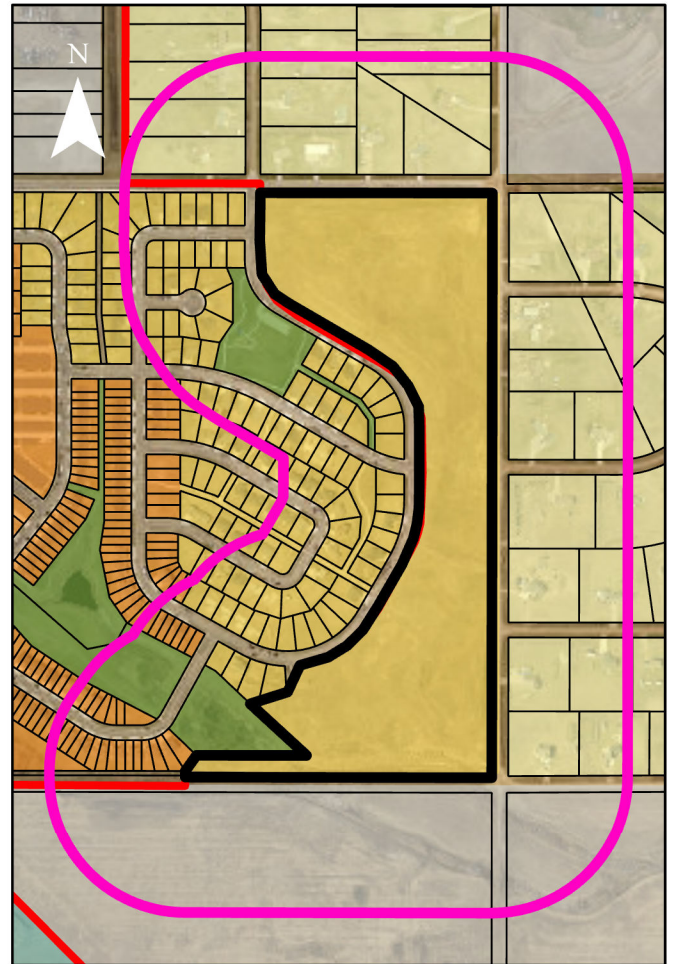
(701) 838-0786
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PAGE 5 OF 5

ZONING



FUTURE LAND USE



0 400 800 1,600 Feet

Zoning

	AG
	M1
	P
	R1
	R2
	R3
	R4
	RR

Both Maps

	Case # 2026-11
	Case # 2026-11 Notification Area

Land Use Type

	Public Institutional
	Suburban Residential
	Parks And Recreation
	Urban Residential
	Light Industrial
	Rural Residential
	Suburban Residential
	Light Industrial

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①

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2 3 4 5

STONEBRIDGE

34TH AVENUE NE

FARMS

HOMES

13TH STREET NE

1ST

ADDITION'S

②

3 4 5 6 7

1

ADDITION

2

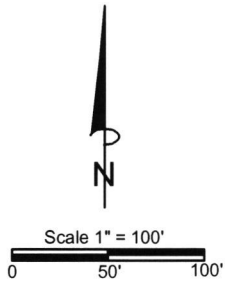
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DISTANCES SUBJECT TO FINAL FIELD SURVEY.
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS



- PORTION TO BE VACATED.
(1499.25 SQ.FT.)

EASEMENT "F"
DOC No. 2976597

②

1

SANITARY LIFT STATION
EASEMENT DOC No. 2976598

EASEMENT "G"
DOC No. 2976597

PORTION TO BE VACATED

2

40'

13TH STREET NE

HEIDRICH

HOMES

1ST

ADDITION

40'

40'

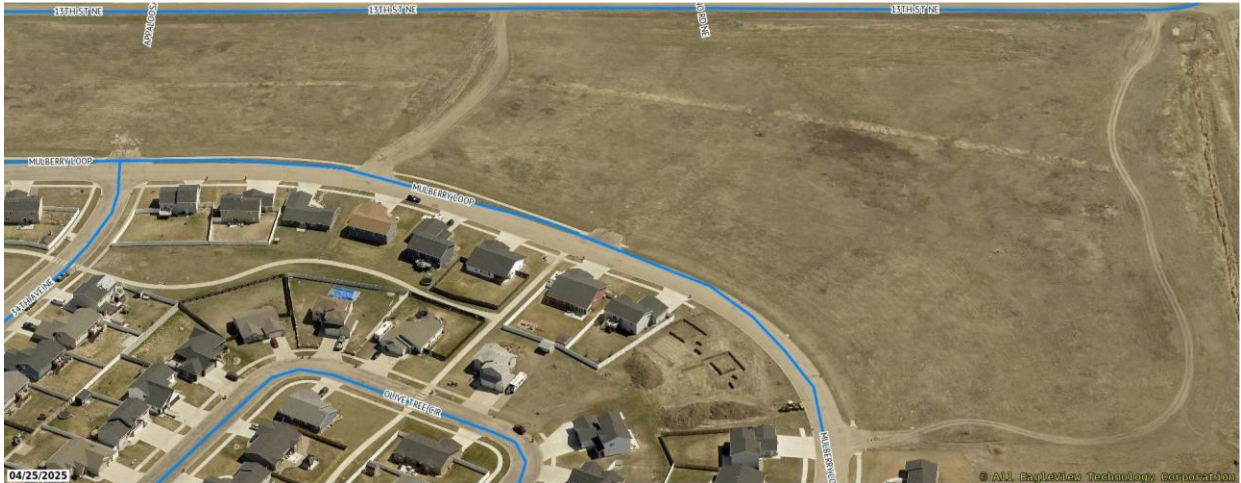
30TH AVENUE NE



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

UNPLATTED
SEC. 12-155-83

Exhibit 6 – Site Photos



Aerial View 1



Aerial View 2

ORDINANCE NO. XXXX

AN ORDINANCE TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF MINOT; LOTS 1, 2, 3, 4, AND 5, BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 2 OF STONEBRIDGE FARMS 7TH ADDITION TO THE CITY OF MINOT.

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

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

LOTS 1, 2, 3, 4, AND 5, BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 2 OF STONEBRIDGE FARMS 7TH ADDITION TO THE CITY OF MINOT

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

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, City Council President

ORDINANCE NO. XXXX

AN ORDINANCE REZONING LOTS 1, 2, 3, 4, AND 5, BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 2 OF STONEBRIDGE FARMS 7TH ADDITION TO THE CITY OF MINOT FROM “AG” AGRICULTURAL DISTRICT TO “R1S” SINGLE FAMILY RESIDENTIAL WITH SMALL LOT FLEXIBILITY DISTRICT.

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

Section 1. That the property described below is hereby zoned **“R1S” Single Family Residential with Small Lot Flexibility District**

LOTS 1, 2, 3, 4, AND 5, BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 2 OF STONEBRIDGE FARMS 7TH ADDITION TO THE CITY OF MINOT

Section 2. The **“R1S” Single Family Residential with Small Lot Flexibility 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



Planning Commission Staff Report

Application Date: 02/02/2026
Date of Staff Report: 02/23/2026
Planning Commission Meeting: 03/10/2026

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

Case Number: 2026-16

Project Name: Text Amendment – Spring 2026

Current Legal Description: N/a

Proposed Legal Description: N/a

Present Address: N/a

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

Owners: N/a

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

Present Zone(s): N/a

Present Use(s): N/a

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

Present Future Land Use Map Designation: N/a

Proposed Zone(s): N/a

Proposed Use(s): N/a

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

Proposed Future Land Use Map Designation: N/a

PROJECT DESCRIPTION:

Public hearing request by Brian Billingsley, Community Development Director, Representing the City of Minot for a request of a zoning text amendment to the Land Development Ordinance addressing day cares, land use buffer yards, fuel stations in the Central Business District, paving requirements and parking on grass.

BACKGROUND INFORMATION:

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

The text amendments, for each of the respective ten (10) changes, may be found in **Exhibit 1**.

STAFF ANALYSIS:

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

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

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

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

Staff provides the following guidance:

Staff finds Section 9.1-8 I. 1. is applicable and satisfied, as the proposed changes aim to address concerns that have been brought to the attention of staff over time, providing paths forward for new uses and/or reducing requirements for redevelopment when certain site characteristics exist. The changes will not adversely affect the public health, safety, and/or welfare in each instance.

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

Section 9.1-8. I. 3. is applicable, and satisfied. The proposed changes make development and economic development easier for potential builders and developers within the zoning jurisdiction of the City of Minot.

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

Comments:

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

FINDINGS OF FACT:

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

- 1) The applicant has submitted a complete application.
- 2) Section 9.1-8 I. 1- 4. are applicable and satisfied as noted in the Staff Analysis section of staff's written report.
- 3) The Minot Planning Commission has the authority to hear this case and recommend that it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

STAFF RECOMMENDATION TO THE PLANNING COMMISSION:

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

C. Buffer Yards

These provisions apply when a proposed use is developing in a more intensive zoning district which is adjacent to a less intensive zoning district or use, even if the less intensive property is undeveloped.

Table 7.1-4(a). Buffer Yard Requirements			
More Intensive District	Less Intensive District	Width (Depth) of Required Buffer Yard	Width (Depth) if separated by a Street or Alley*
RM, RH, R3C, MH, P	RR, R1, R1S, R2	20 feet*	Reduction to 10 feet w/ written approval
C1, C2, P, M1, M2, GMU OP, P	RR, R1, R1S, R2, RM, RH, R3C, MH	20 feet*	Reduction to 10 feet w/ written approval
Note: *See Section 6.1-4(D) for requirements for reduced width buffer yards.			

1. The owner/developer of a commercial or industrial use adjacent to a residential zone or use shall install and maintain a twenty-foot (20') wide-landscaped buffer yard on his/her site abutting the entire length of the boundary along the residential site.
2. All buffer yards must be reasonably free of paved areas, access ways, sidewalks, storage, or other disturbances, excluding intermittent drives. Each required buffer yard must be entirely landscaped with grass or other suitable plant material with a minimum of one (1) tree for each twenty lineal feet (20') of buffer yard. At least fifty percent (50%) of the required trees shall be evergreen conifers, five to six feet (5'-6') minimum in height. The remaining fifty percent (50%) of trees can be ornamental trees, deciduous canopy trees, shrubs (five {5} shrubs equal one {1} tree), or a combination thereof (See Diagram 7.1-4(c) and Diagram 7.1-4(d)).

Note: The five to one substitution for trees to shrubs is only valid in satisfying the buffer yard requirement and is not a permitted option for other site landscaping requirements contained in this Chapter.

Diagram 7.1-4(c) – Landscaped Buffer Yard

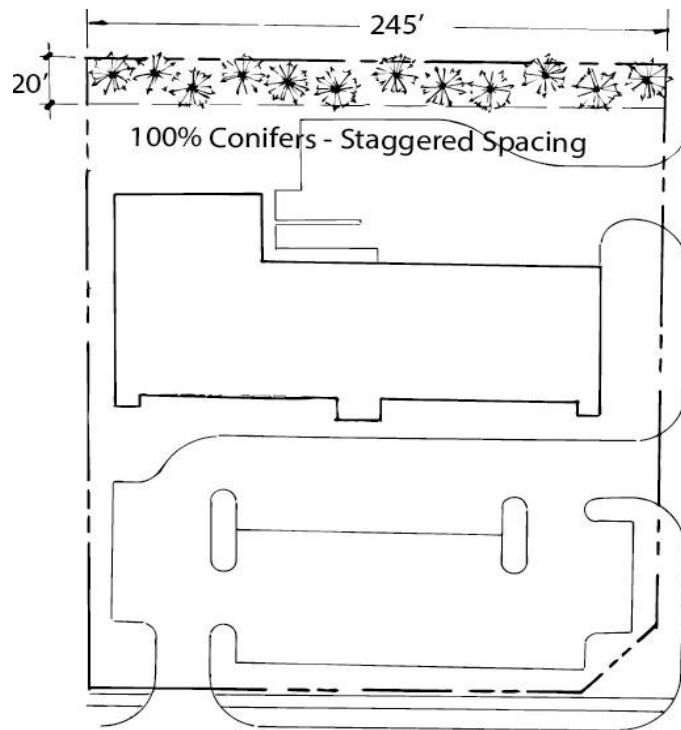
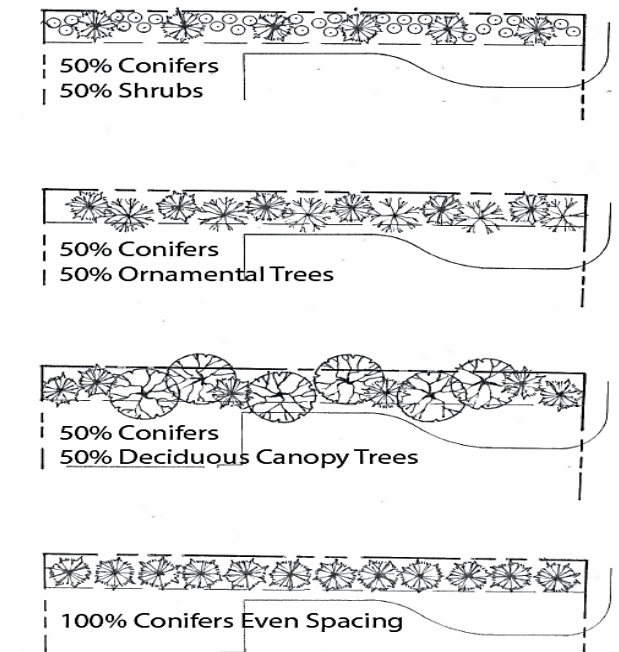


Diagram 7.1-4(d) – Landscape Buffer Design Options



D. Reduced Width Allowance

1. When a street with a “local road” classification or alley separates adjacent zoning districts requiring a buffer yard, the width of the buffer yard may be reduced to ten feet (10'). When an industrial use is adjacent to a less intensive commercial use, the owner/developer of the more intensive use shall install and maintain a 10' wide landscaped buffer yard on his/her site abutting the entire length of the less intensive common boundary.
 - a. In either case, given the reduced area, the developer must erect a solid fence or wall on the inside or outside line of the buffer yard, at least six feet (6') in height and 100% opaque for the entire length of the required buffer yard (unless waived by the Planning Division), and plant one-hundred fifty percent (100%) (50%) evergreen trees of a compact, upright growth habit. The specific species and/or cultivar shall be called out on the Landscape Plan for approval by the Planning Division in meeting these special requirements. Required spacing shall be one (1) tree per each ten thirty lineal feet (40') (30") of buffer yard for the entire length of the buffer yard (See Diagram 7.1-4(e). Chain link fencing with privacy slats shall not be used to meet the fencing requirement, except in industrial zones M1 and M2.
2. When a street with a “collector road” or greater intensity classification separates adjacent zoning districts requiring a buffer yard, the width of the buffer yard may be reduced to ten feet (10') with or without a fencing requirement depending on the site configuration at the discretion of the Planning Division.

- a. Given the reduced area, the developer must erect a solid fence or wall on the inside or outside line of the buffer yard if light pollution from internal traffic could create a nuisance to adjacent properties, at least six feet (6') in height and 100% opaque for the entire length of the required buffer yard (unless waived by the Planning Division), and plant sufficient landscaping to prevent any light pollution into less intensive zones or uses.
 - b. When right-of-way width between more and less intense uses is greater than on hundred (100') feet and when a street with a "collector road" or greater intensity classification separates uses, commercial uses are exempt from buffering and fencing requirements with approval of the Planning Division.
- 3. Projects located on lots platted prior to July 1, 2013 will be allowed to employ alternative strategies to buffer between less intensive uses.
 - a. Site Plans must include at least one element to buffer uses. Walls, fences, hedgerows, trees, landscaping, changes in topography and similar strategies can be used to effectively buffer between less intensive uses, as approved by the Planning Division.
- 4. Properties zoned "P" Public where the primary use is public or private parks, open space of related facilities, and where landscaping is incorporated throughout the development to add to the public enjoyment of the space, are exempt from buffer yard requirements with the approval of the Planning Division.
 - a. This exemption is intended to allow for seamless incorporation of public spaces into the surrounding aesthetic of the existing built environment, therefore this evaluative criterion will be the primary factor in approval of the final landscaping plans and to qualify for this exemption.
 - b. Applicants seeking this exemption are encouraged to schedule a pre-application meeting to discuss their project with planning staff.
 - c. A development review team meeting with an Alderman and Planning Commissioner present and approval of a site master plan by the Planning Commission are required for all "P" Public District properties with this requirement also being included for this exemption where the application includes a request for a zoning map amendment to bring a property into the "P" Public District from another zoning district.

Commercial Uses

Use Category	Example Use Types	AG	RR	R1	R1S	R2	RM	R3C	RH	MH	C1	C2	CBD	M1	M2	OP	I1	I2	P	GMU	Standards Specific to Uses and Districts
Adult Entertainment Center															P						4.1-6.A.
Business Incubator												C	C	P		P					
Commercial Recreation	Commercial Recreation Indoor	C		C	C	C	C	C	C		P	P	P	P	P	P			C	P	
	Commercial Recreation Outdoor	C		C	C	C	C				P	P	C	P	P	P			C	C	
Food and Drink	Brew Pub, Cocktail Lounge, Bar, Winery	C	C								P	P	P	P	P	P			C	P	
	Restaurant (Dine-in Only)	C									P	P	P			P				P	
	Restaurant (Drive-thru)										P	P	C			P				P	4.1-6.B.
Motor Vehicle Uses	Auto Repair											P		P	P		C		C		4.1-6.C.
	Auto Maintenance											P		P	P		C		C		4.1-6.C.
	Oil Change Facility											P		P	P		C		C		4.1-6.C.
	Car Wash										C	P		P ¹			C			C	4.1-6.F.
	Convenience Store/Fuel Station										C	P	P	P ¹			P			C	4.1-6.D.
	Motor Vehicle Sales (Cars, Boats, RVs, Motorcycles, etc.)											P		P							4.1-6.G.
	Manufactured Homes and Modular Homes Sales Lot											C		C							
Office	Corporate Offices, Financial Offices, General Offices, and Medical Offices										P	P	P	P		P	P			P	
Parking	Off-Street Parking (Commercial)											C	C						C	C	
	Off-Street Parking (Non-Commercial)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Article 2: Districts

Page 2-5

SECTION 4.1-6. COMMERCIAL USES

D. Convenience Stores/Fuel Station

1. ~~C1, C2, M1, and I1~~ All Districts where permitted:

a. Motor fuel facilities shall be installed in accordance with State and City standards.

b. Filling station pumps and pump islands shall not be located within twenty feet (20') of any property line nor within one hundred feet (100') from the boundary of any residential district.

c. Adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps.

d. Underground fuel storage tanks shall be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access, and other activities on the site.

- e. Filling station canopies shall not extend within fifteen feet (15') of any property line.
- f. All canopy lighting shall be recessed or fully shielded.
- g. All access drives shall be subject to approval by the Engineering Department.

2. CBD District:

- a. Can only be located on parcels abutting a principal arterial.

SECTION 6.1-7. RESIDENTIAL DISTRICTS – PARKING AND RELATED OUTDOOR STORAGE

REQUIREMENTS

B. Parking Location Requirements

In all residential districts, and residential PUD Overlay Districts, personal vehicles may park as specified in compliance with the location requirements specified below. Personal vehicles are defined as Class D or M including passenger cars, motorcycles, vans, pick-up trucks, campers, toppers and other similar appurtenances intended for attachment to personal vehicles; trailers under twenty feet in length and boats.

1. Currently licensed personal vehicle or equipment parking on residential lots may be parked in the following described areas:

a. One space in each garage stall.

b. Two spaces in driveway (length) per stall provided no vehicle extends into the public right-of-way including the sidewalk.

c. No parking shall be permitted on the grass as described by Chapter 22 of the Municipal Code of Ordinances.

d. No parking shall be permitted in the rear yard, unless alley access is provided or if the lot is wide enough to allow thru access from the front to rear yard.

e. If no garage exists onsite, parking shall be allowed as wide as the driveway (meeting city definition) and two vehicles deep (in length) outside of the right-of-way.

f. The parking area must comply with the requirements of Section 6.1-5. C. Conventional Paving.

SECTION 6.1-5. PARKING LOT DESIGN STANDARDS

C. Conventional Paving

Except in the AG and RR districts (excluding any non-housing and non-farming and ranching uses as denoted in Table 2.2), parking lot or motorized vehicle storage area must be hard surfaced so as to be free of dust and mud. This paving requirement includes the entire parking area including parking stalls, aisles and internal driveways. Driveways in the public right of way must be paved with concrete. All areas shall be surfaced with concrete, bituminous, or pavers.

An exception to the paving requirement may be granted **where:**

1. **The** adjoining roadway for which access is taken is unpaved.
2. **The proposed use falls under the Parks and Open Space use table definition.**

~~This~~ **These** exceptions shall not apply to Americans with Disability Act (ADA), state, or local accessibility requirements. Any exception requires administrative approval of both the Engineering Department and Planning Division. Any appeal to an administrative decision shall follow the appeals processes as provided in Section 9.1-9. Appeal of Administrative Decisions or related procedure available at the time of the appeal should the Land Development Ordinance of the City of Minot be changed in the future.

Article 11: Flood~~plain~~ Protection Management

Chapter 11.1. – Statutory Authorization, Findings of Fact, Purpose, and Objectives

SECTION 11.1-1. STATUTORY AUTHORIZATION

The Legislature of the State of North Dakota has in North Dakota Century Code, [Chapters 40-4705](#), [11-3311](#) and [58-0306](#), delegated responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Therefore, the City Council of the City of Minot, North Dakota does ordain as follows:

SECTION 11.1-2. FINDINGS OF FACT

- A. The flood hazard areas of the City of Minot are subject to periodic inundation which can endanger life, result in loss of property, create health and safety hazards, disrupt commerce and governmental services, cause extraordinary public expenditures for flood protection and relief, and impair the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. Flood losses caused by the cumulative effect of obstructions in the special flood hazard areas cause increases in flood heights and velocities. Inadequately floodproofed, elevated or otherwise unprotected structures also contribute to the flood loss.

SECTION 11.1-3. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding, and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in special flood hazard areas;
- F. To help maintain a stable tax base by providing for the second use and development of special flood hazard areas so as to minimize future flood blight areas;
- G. To ensure that potential buyers are notified that property is in a special flood hazard area; and,
- H. To ensure that those who occupy the special flood hazard areas assume responsibility for their actions.

SECTION 11.1-4. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or

erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

- B.** Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C.** Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D.** Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- E.** Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 11.1-5. LANDS TO WHICH THIS ~~CHAPTER ORDINANCE~~ APPLIES

This ~~chapter ordinance~~ shall apply to all special flood hazard areas within the corporate limits of the City and its extraterritorial jurisdiction.

SECTION 11.1-6. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study for Ward County, North Dakota and Incorporated Areas", dated February 15, 2002 with an accompanying Flood Insurance Rate Map is hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study is on file at the office of the City Engineer in Minot, North Dakota.

SECTION 11.1-7. COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION 11.1-8. GREATER RESTRICTIONS

This ordinance is not intended to repeal, remedy, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION 11.1-9. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A.** Considered as minimum requirements;
- B.** Liberally construed in favor of the governing body; and,
- C.** Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 11.1-10. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Large floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of

Minot, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 11.1-11. SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

Chapter 11.2. – Administration

SECTION 11.2-1. ESTABLISHMENT OF DEVELOPMENT PERMIT

A development permit shall be obtained before construction or development begins within any special flood hazard area established in Section 11.1-6. Application for a development permit shall be made on forms furnished by the City Engineer and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill storage materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- A. Elevation in ~~relation to mean sea level~~ the same datum (either NAVD88 or NGVD29) as the FIRM, of the lowest floor of all structures;
- B. Elevation in ~~relation to mean sea level~~ the same datum (either NAVD88 or NGVD29) as the FIRM to which any structure will be floodproofed;
- C. Certification by a registered professional engineer or architect in the State of North Dakota that the floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 11.3-2(B); and,
- D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

SECTION 11.2-2. DESIGNATION OF THE CITY ENGINEER

The City Engineer is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

SECTION 11.2-3. DUTIES AND RESPONSIBILITIES OF THE CITY ENGINEER

Duties of the City Engineer shall include, but not be limited to:

- A. Permit Review
 - 1. Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
 - 2. Approve or deny all application for development permits required by adoption of this ordinance.
 - 3. ~~2-~~ Review all development permits to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.
 - 4. ~~3-~~ Review all development permits to determine if the proposed development is located in the

floodway. If located in the floodway, assure that the encroachment provisions of Section 11.3-3 ~~(E)~~ are met.

B. Use of Other Base Flood Data

~~1.~~ When base flood elevation data has not been provided in accordance with Section 11.1-6, BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS, the City Engineer shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available (known as best available data) from a federal, state, or other source, as criteria for requiring that new construction, substantial improvements, or other development in the floodplain are administered in accordance with Section 11.3-2, SPECIFIC STANDARDS.

C. Information to be Obtained and Maintained

1. Obtain and record the actual elevation (in ~~relation to mean sea level~~ the same datum (either NAVD88 or NGVD29) as the FIRM) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
2. For all new or substantially improved floodproofed structures:
 - a. obtain and record the actual elevation (in ~~relation to mean sea level~~ the same datum (either NAVD88 or NGVD29) as the FIRM) to which the structure has been floodproofed;
 - b. maintain the floodproofing certifications required in Section 11.2-1(C).
3. Maintain for public inspection all records pertaining to the provisions of this ordinance.

D. Alteration of Watercourses

The City Engineer shall:

1. Notify nearby communities, water resource districts, and the North Dakota ~~State Engineer~~ Department of Water Resources, as necessary, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
2. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished; and,
3. Notify the appropriate water resource district prior to removal or placement of fill within two hundred feet of the bank of a body of water during normal flow or stage.

E. Interpretation of Flood Insurance Rate Map (FIRM) Boundaries

~~1.~~ Make interpretation where needed, as to the exact location of the boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 11.5-1.

F. Encroachment Analysis

When a regulatory floodway has not been designated, the City Engineer shall require that no new construction, substantial improvement, or other development, including fill, be permitted within special flood hazard areas unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the base flood elevation more than one foot at any point within the community.

Development that would result in an increase in the base flood elevation of more than one foot may only be permitted in accordance with the provisions of 44 CFR Chapter 1, Section 65.12 of the National Flood Insurance regulations, following approval of a Conditional Letter of Map Revision (CLOMR) by the Federal Emergency Management Agency (FEMA).

Chapter 11.3. – Provisions for Flood Hazard Reduction

SECTION 11.3-1. GENERAL STANDARDS

In all special flood hazard areas the following standards are required:

A. Anchoring

1. All new construction and substantial improvements, including additions, shall be anchored to prevent flotation, collapse, or lateral movement of the structure and shall be capable of resisting the hydrostatic and hydrodynamic loads.
2. All manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
3. All additions to manufactured homes shall be similarly anchored.

B. Construction Materials and Methods

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding and shall be installed at least one foot above the Base Flood Elevation.

C. Utilities

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
3. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding. All tanks must be watertight and all access openings must be at least one foot above the Base Flood Elevation.

D. Subdivision Proposals

1. All subdivision proposals shall be consistent with the need to minimize flood damage;
2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and,
4. Base Flood Elevation data shall be provided for subdivision proposals and other proposed development which contain at least 50 lots or 5 acres (whichever is less).

SECTION 11.3-2. SPECIFIC STANDARDS

In all special flood hazard areas where base flood elevation data have been provided as set forth in Section 11.1-6, BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS, or Section 11.2-23(B), Use of Other Base Flood Data, the following provisions are required:

A. Residential Construction

New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, and attendant utilities elevated ~~on-fill~~ to at least one foot above the Base Flood Elevation.

B. Nonresidential Construction

Construction and substantial improvement of any nonresidential structure shall either have the lowest floor, including basement, elevated ~~on-fill~~ to at least one foot above the Base Flood Elevation or, together with attendant utility and sanitary facilities shall:

1. Be floodproofed to at least two feet above the Base Flood Elevation, so that below this elevation the structure is watertight with walls substantially impermeable to the passage of water.
2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
3. Be certified by a registered professional engineer or architect in the State of North Dakota that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 11.2-23(C)(2).

C. Manufactured Homes

1. Manufactured homes shall be anchored in accordance with Section 11.3-1(A)(2).
2. ~~All manufactured homes or those to be substantially improved shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated on fill to at least one foot above the Base Flood Elevation, and is securely anchored to an adequately anchored foundation system as hereinabove provided. Require all manufactured homes placed or substantially improved within special flood hazard areas on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision which has incurred substantial damage, be elevated on~~

a permanent foundation so the lowest floor of the manufactured home is elevated on fill to at least one foot above the Base Flood Elevation and be securely anchored to an adequately anchored foundation system as hereinabove provided.

3. Require that manufactured homes placed or substantially approved on sites in an existing manufactured home park or subdivision within special flood hazard areas not subject to other requirements of this section be elevated so that either:
 - a. the lowest floor of the manufactured home is one foot above the base flood elevation, or
 - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36" in height above grade and be securely anchored to an adequately anchored foundation system as hereinabove provided.

D. Recreational Vehicles

In special flood hazard areas, all recreational vehicles to be placed on a site must:

1. Be elevated and anchored to meet the requirements in Section 11.3-2(C); OR
2. Be on the site for less than 180 consecutive days; AND
3. Be fully licensed and highway ready.

SECTION 11.3-3. FLOODWAYS

Located within the special flood hazard areas established in Section 11.1-6 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. **Any increase, as is used in this section, means any modeled impact greater than 0.00 feet.**
2. If Section 11.3-3(1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Chapter 11.3, Provisions for Flood Hazard Reduction.
3. Under the provision of 44 CFR Section 65.12 of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

SECTION 11.3-4. ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting

this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than one foot above grade.
3. ~~2.~~ Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they allow the automatic entry and exit of floodwaters.

Chapter 11.4. – Enforcement and Compliance Mechanisms

SECTION 11.4-1. PENALTIES FOR VIOLATIONS

- A.** The penalty for violating any of the provisions of this ~~chapter~~ ordinance or failure to comply with any of its requirements, including violations on conditions and safeguards established in connection with grants or variances or conditional uses, shall be as prescribed in Section 1-8 of the City of Minot Code of Ordinances. Each day such violation continues shall be considered a separate offense.
- B.** Nothing herein contained shall prevent the City of Minot from taking such other lawful action as is necessary to prevent or remedy any violation.

Chapter 11.5. – Miscellaneous

SECTION 11.5-1. VARIANCE PROCEDURE

A. Appeal Board

- The Planning Commission as established by the Minot City Council shall hear and decide appeals and requests for variances from the requirements of this ~~chapter~~ ordinance.
- Any application for a variance under this ~~chapter~~ ordinance shall be made in writing and shall address all technical evaluations, all relevant factors, and standards specified in other sections of this ordinance, including, but not limited to, the considerations provided in 11.5-1(A)(5) and 11.5- 1(B).
- ~~Appeals,~~ The Planning Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the City Engineer in the enforcement or administration of this ~~chapter~~ ordinance, pursuant to Section 9.1-9.
- Those aggrieved by the decision of the Planning Commission, or any taxpayer, relating to requests for variances under this ~~chapter~~ ordinance may appeal such decision, pursuant to Section 9.1-9. Any person aggrieved by the final decision of the Minot City Council under this ~~chapter~~ ordinance may appeal such decision to the North Dakota ~~d~~District ~~e~~Court in Ward County pursuant to law, as provided in NDCC Section 40-47-11.
- In deciding upon such variance applications, the Planning Commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance; and:

- a. the danger that materials may be swept onto other lands to the injury of others;
 - b. the danger to life and property due to flooding or erosion damage;
 - c. the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. the importance of the services provided by the proposed facility to the community;
 - e. the necessity to the facility of a waterfront location, where applicable;
 - f. the availability of alternative locations, for the proposed use which are not subject to flooding or erosion damage;
 - g. the compatibility of the proposed use with existing and anticipated development;
 - h. the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - k. the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
6. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (a-k) in Section 11.5-1(A)(5) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
 7. Upon consideration of the factors of Section 11.5-1(A)(5) and the purposes of this ordinance, the Planning Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
 8. The City Engineer shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

B. Conditions for Variances

1. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic~~al~~ Places or the State Inventory of Historic~~al~~ Places, without regard to the procedures set forth in the remainder of this section.
2. Variances shall not be issued within the identified floodplain if any increase in flood levels during the base flood discharge would result.
3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
4. Variances shall only be issued upon:
 - a. a showing of good and sufficient cause;
 - b. a determination that failure to grant the variance would result in exceptional hardship to the

- applicant; and,
- c. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, cause fraud on or victimization of the public as identified in Section 11.5-1(A)(5), or conflict with existing local laws or ordinances.
5. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Chapter 11.6. – Definitions

For the purpose of this ~~chapter~~ ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Appeal means a request for a review of the City Engineer's interpretation of any provision of this ordinance or a request for a variance.

~~Area of jurisdiction shall mean the area within the corporate limits of the city, and any area in which the city has statutory planning and zoning authority.~~

Base flood or 100-year flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) means the height of the base flood or 100-year flood usually in feet ~~above mean sea level measured in the same datum (either NAVD88 or NGVD 29) as the FIRM.~~

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Best Available Data (BAD) means water elevation information from any source used to estimate or determine a base flood elevation (i.e. high water mark).

Community means any political subdivision that has the authority to zone, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Conveyance or hydraulic conveyance means a geometric characteristic of a river or watercourse at a given point that determines the flow-carrying capacity at that point.

Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the special flood hazard area.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood Insurance Rate Map (FIRM) means the official map issued by the Federal Emergency Management Agency where special flood hazard areas are designated as Zone A, AE, AO, AH, A1-A30 or A-99.

Flood Insurance Study (FIS) means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, and the water surface elevation of the base flood.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or; from the unusual and rapid accumulation or runoff of surface waters from any source.

Floodproofing (Dry) means protection provided a structure, together with attendant utilities and sanitary facilities, which is watertight two feet above the base flood elevation with walls that are substantially impermeable to the passage of water.

Floodway or regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Lowest floor means the lowest floor of a structure including the basement.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle," but does include "mobile home".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

New construction means structures for which the "start of construction" commenced on or after the effective date of this ordinance.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Person means any person, firm, partnership, association, corporation, limited liability company, agency, or any other private or governmental organization, which includes any agency of the United States, a state agency, or any political subdivision of the state.

Reasonably safe from flooding means base flood waters will not inundate the land or damage structures, and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

Recreational vehicle means a vehicle which is:

1. built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;

3. designed to be self-propelled or permanently towable by a light duty truck;
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use; including, but not limited to travel trailers, trailers on wheels, park-model trailers, and other similar vehicles.

Special Flood Hazard Area (SFHA) means an area of land that would be inundated by a flood having a one percent chance of being equaled or exceeded in any given year.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Structure means a walled and roofed building, including manufactured homes and gas or liquid above-ground storage tanks.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the building to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

1. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by the community's floodplain management ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means only the channel and banks of an identifiable watercourse, and not the adjoining

floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel, except in the case of alluvial fans, where a channel is not typically defined. The definition of watercourse in NDCC Section 61-01-06 is not applicable in this ordinance.

ORDINANCE NO: XXXX

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

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

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

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

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

§ 1 SECTION 7.1-3. C. BUFFER YARDS

These provisions apply when a proposed use is developing in a more intensive zoning district which is adjacent to a less intensive zoning district or use, even if the less intensive property is undeveloped.

Table 7.1-4(a). Buffer Yard Requirements			
More Intensive District	Less Intensive District	Width (Depth) of Required Buffer Yard	Width (Depth) if separated by a Street or Alley*
RM, RH, R3C, MH, P	RR, R1, R1S, R2	20 feet*	Reduction to 10 feet w/ written approval
C1, C2, P, M1, M2, GMU OP, P	RR, R1, R1S, R2, RM, RH, R3C, MH	20 feet*	Reduction to 10 feet w/ written approval
<u>Note:</u> *See Section 6.1-4(D) for requirements for reduced width buffer yards.			

1. The owner/developer of a commercial or industrial use adjacent to a residential zone or use shall install and maintain a twenty-foot (20') wide-landscaped buffer yard on his/her site abutting the entire length of the boundary along the residential site.
2. All buffer yards must be reasonably free of paved areas, access ways, sidewalks, storage, or other disturbances, excluding intermittent drives. Each required buffer yard must be

entirely landscaped with grass or other suitable plant material with a minimum of one (1) tree for each twenty lineal feet (20') of buffer yard. At least fifty percent (50%) of the required trees shall be evergreen conifers, five to six feet (5'-6') minimum in height. The remaining fifty percent (50%) of trees can be ornamental trees, deciduous canopy trees, shrubs (five {5} shrubs equal one {1} tree), or a combination thereof (See Diagram 7.1-4(c) and Diagram 7.1-4(d)).

Note: The five to one substitution for trees to shrubs is only valid in satisfying the buffer yard requirement and is not a permitted option for other site landscaping requirements contained in this Chapter.

Diagram 7.1-4(c) – Landscaped Buffer Yard

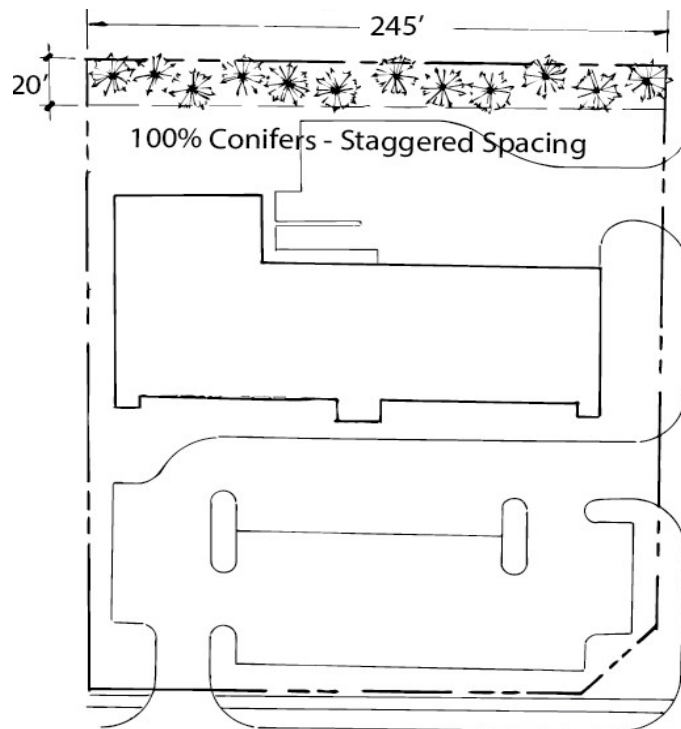
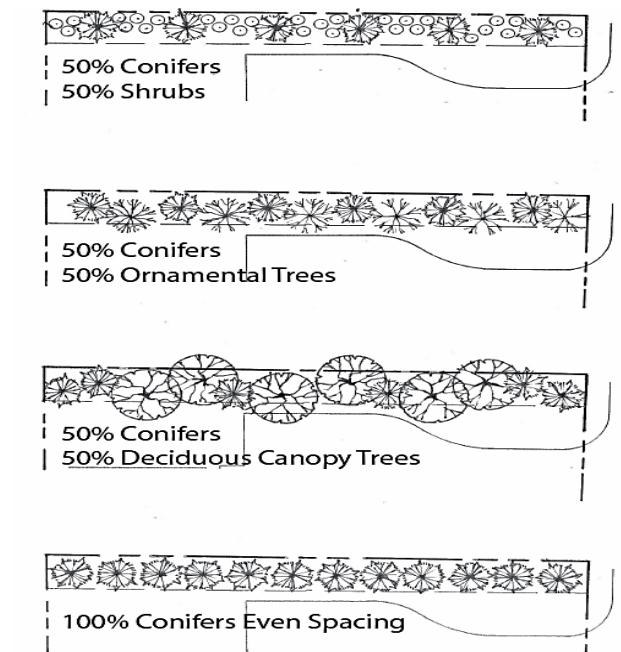


Diagram 7.1-4(d) – Landscape Buffer Design Options



D. Reduced Width Allowance

3. When a street with a “local road” classification or alley separates adjacent zoning districts requiring a buffer yard, the width of the buffer yard may be reduced to ten feet (10’). When an industrial use is adjacent to a less intensive commercial use, the owner/developer of the more intensive use shall install and maintain a 10’ wide landscaped buffer yard on his/her site abutting the entire length of the less intensive common boundary.
 - a. In either case, given the reduced area, the developer must erect a solid fence or wall on the inside or outside line of the buffer yard, at least six feet (6’) in height and is 100% opaque for the entire length of the required buffer yard (unless waived by the Planning Division), and plant one hundred percent (100%) evergreen trees of a compact, upright growth habit. The specific species and/or cultivar shall be called out on the Landscape Plan for approval by the Planning Division in meeting these special requirements. Required spacing shall be one (1) tree per each ten lineal feet (10’) of buffer yard for the entire length of the buffer yard (See Diagram 7.1-4(e). Chain link fencing with privacy slats shall not be used to meet the fencing requirement, except in industrial zones M1 and M2.
4. When a street with a “collector road” or greater intensity classification separates adjacent zoning districts requiring a buffer yard, the width of the buffer yard may be reduced to

ten feet (10') with or without a fencing requirement depending on the site configuration at the discretion of the Planning Division.

- a. Given the reduced area, the developer must erect a solid fence or wall on the inside or outside line of the buffer yard if light pollution from internal traffic could create a nuisance to adjacent properties, at least six feet (6') in height and is 100% opaque for the entire length of the required buffer yard (unless waived by the Planning Division), and plant sufficient landscaping to prevent any light pollution into less intensive zones or uses.
 - b. When right-of-way width between more and less intense uses is greater than on hundred (100') feet and when a street with a "collector road" or greater intensity classification separates uses, commercial uses are exempt from buffering and fencing requirements with approval of the Planning Division.
5. Projects located on lots platted prior to July 1, 2013 will be allowed to employ alternative strategies to buffer between less intensive uses.
 - a. Site Plans must include at least one element to buffer uses. Walls, fences, hedgerows, trees, landscaping, changes in topography and similar strategies can be used to effectively buffer between less intensive uses as approved by the Planning Division.
6. Properties zoned "P" Public where the primary use is public or private parks, open space of related facilities, and where landscaping is incorporated throughout the development to add to the public enjoyment of the space, are exempt from buffer yard requirements with the approval of the Planning Division.
 - a. This exemption is intended to allow for seamless incorporation of public spaces into the surrounding aesthetic of the existing built environment, therefore this evaluative criterion will be the primary factor in approval of the final landscaping plans and to qualify for this exemption.
 - b. Applicants seeking this exemption are encouraged to schedule a pre-application meeting to discuss their project with planning staff.
 - c. A development review team meeting with an Alderman and Planning Commissioner present and approval of a site master plan by the Planning Commission are required for all "P" Public District properties with this requirement also being included for this exemption where the application includes a request for a zoning map amendment to bring a property into the "P" Public District from another zoning district.

§ 2 SECTION 4.1-6. COMMERCIAL USES

D. Convenience Stores/Fuel Station

1. ~~C1, C2, M1, and H~~ All Districts where permitted:

- a. Motor fuel facilities shall be installed in accordance with State and City standards.
- b. Filling station pumps and pump islands shall not be located within twenty feet (20') of any property line nor within one hundred feet (100') from the boundary of any residential district.
- c. Adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps.
- d. Underground fuel storage tanks shall be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access, and other activities on the site.
- e. Filling station canopies shall not extend within fifteen feet (15') of any property line.
- f. All canopy lighting shall be recessed or fully shielded.
- g. All access drives shall be subject to approval by the Engineering Department.

2. CBD District:

- a. Can only be located on parcels abutting a principal arterial.

:

§ 3 SECTION 6.1-7. RESIDENTIAL DISTRICTS – PARKING AND RELATED OUTDOOR STORAGE

REQUIREMENTS

B. Parking Location Requirements

In all residential districts, and residential PUD Overlay Districts, personal vehicles may park as specified in compliance with the location requirements specified below. Personal vehicles are defined as Class D or M including passenger cars, motorcycles, vans, pick-up trucks, campers, toppers and other similar appurtenances intended for attachment to personal vehicles; trailers under twenty feet in length and boats.

1. Currently licensed personal vehicle or equipment parking on residential lots may be parked in the following described areas:

- a. One space in each garage stall.
- b. Two spaces in driveway (length) per stall provided no vehicle extends into the public right-of-way including the sidewalk.
- c. No parking shall be permitted on the grass as described by Chapter 22 of the Municipal Code of Ordinances.
- d. No parking shall be permitted in the rear yard, unless alley access is provided or if the lot is wide enough to allow thru access from the front to rear yard.
- e. If no garage exists onsite, parking shall be allowed as wide as the driveway (meeting city definition) and two vehicles deep (in length) outside of the right-of-way.
- f. The parking area must comply with the requirements of Section 6.1-5. C. Conventional Paving.

§ 4 SECTION 6.1-5. PARKING LOT DESIGN STANDARDS

C. Conventional Paving

Except in the AG and RR districts (excluding any non-housing and non-farming and ranching uses as denoted in Table 2.2), parking lot or motorized vehicle storage area must be hard surfaced so as to be free of dust and mud. This paving requirement includes the entire parking area including parking stalls, aisles and internal driveways. Driveways in the public right of way must be paved with concrete. All areas shall be surfaced with concrete, bituminous, or pavers.

An exception to the paving requirement may be granted **where:**

1. **The** adjoining roadway for which access is taken is unpaved.
2. **The proposed use falls under the Parks and Open Space use table definition.**

~~This~~ **These** exceptions shall not apply to Americans with Disability Act (ADA), state, or local accessibility requirements. Any exception requires administrative approval of both the Engineering Department and Planning Division. Any appeal to an administrative decision shall follow the appeals processes as provided in Section 9.1-9. Appeal of Administrative Decisions or related procedure available at the time of the appeal should the Land Development Ordinance of the City of Minot be changed in the future.

§ 5 Article 11: Flood~~Protection~~plain Management

Chapter 11.1. – Statutory Authorization, Findings of Fact, Purpose, and Objectives

SECTION 11.1-1. STATUTORY AUTHORIZATION

The Legislature of the State of North Dakota has in North Dakota Century Code, [Chapters 40-4705](#), [11- 33-11](#) and [58-0306](#), delegated responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Therefore, the City Council of the City of Minot, North Dakota does ordain as follows:

SECTION 11.1-2. FINDINGS OF FACT

- A. The flood hazard areas of the City of Minot are subject to periodic inundation which can endanger life, result in loss of property, create health and safety hazards, disrupt commerce and governmental services, cause extraordinary public expenditures for flood protection and relief, and impair the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. Flood losses caused by the cumulative effect of obstructions in the special flood hazard areas cause increases in flood heights and velocities. Inadequately floodproofed, elevated or otherwise unprotected structures also contribute to the flood loss.

SECTION 11.1-3. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding, and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in special flood hazard areas;
- F. To help maintain a stable tax base by providing for the second use and development of special flood hazard areas so as to minimize

future flood blight areas;

- G. To ensure that potential buyers are notified that property is in a special flood hazard area; and,
- H. To ensure that those who occupy the special flood hazard areas assume responsibility for their actions.

SECTION 11.1-4. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or [Article 11: Flood Protectionplain](#)

Management

[Page 11-1](#)

erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 11.1-5. LANDS TO WHICH THIS ~~CHAPTER~~ ORDINANCE APPLIES

This ~~chapter~~ ordinance shall apply to all special flood hazard areas within the corporate limits of the City and its extraterritorial jurisdiction.

SECTION 11.1-6. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study for Ward County, North Dakota and Incorporated Areas", dated February 15, 2002 with an accompanying Flood Insurance Rate Map is hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study is on file at the

office of the City Engineer in Minot, North Dakota.

SECTION 11.1-7. COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION 11.1-8. GREATER RESTRICTIONS

This ordinance is not intended to repeal, remedy, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION 11.1-9. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and,
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. SECTION 11.1-10.

WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Large floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of

Minot, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 11.1-11. SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

Chapter 11.2. – Administration

SECTION 11.2-1. ESTABLISHMENT OF DEVELOPMENT PERMIT

A development permit shall be obtained before construction or development begins within any special flood hazard area established in Section 11.1-6. Application for a development permit shall be made on forms furnished by the City Engineer and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill storage materials, drainage facilities; and the location of the foregoing.

Specifically, the following information is required:

- A. Elevation in ~~relation to mean sea level~~the same datum (either NAVD88 or NGVD29) as the FIRM, of the lowest floor of all structures;
- B. Elevation in ~~relation to mean sea level~~the same datum (either NAVD88 or NGVD29) as the FIRM to which any structure will be floodproofed;
- C. Certification by a registered professional engineer or architect in the State of North Dakota that the floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 11.3-2(B); and,
- D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

SECTION 11.2-2. DESIGNATION OF THE CITY ENGINEER

The City Engineer is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

SECTION 11.2-3. DUTIES AND RESPONSIBILITIES OF THE CITY ENGINEER

Duties of the City Engineer shall include, but not be limited to:

A. Permit Review

1. Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
2. Approve or deny all application for development permits required by adoption of this ordinance.

—2.3. Review all development permits to determine that all necessary permits have been obtained from those federal, state, or local

governmental agencies from which prior approval is required.

- 3.4. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 11.3-3(E) are met.

B. Use of Other Base Flood Data

- 4- When base flood elevation data has not been provided in accordance with Section 11.1-6, BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS, the City Engineer shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available (known as best available data) from a federal, state, or other source, as criteria for requiring that new construction, substantial improvements, or other development in the floodplain are administered in accordance with Section 11.3-2, SPECIFIC STANDARDS.

C. Information to be Obtained and Maintained

1. Obtain and record the actual elevation (in ~~relation to mean sea level~~the same datum (either NAVD88 or NGVD29) as the FIRM) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
2. For all new or substantially improved floodproofed structures:
 - a. obtain and record the actual elevation (in ~~relation to mean sea level~~the same datum (either NAVD88 or NGVD29) as the FIRM) to which the structure has been floodproofed;
 - b. maintain the floodproofing certifications required in Section 11.2-1(C).
3. Maintain for public inspection all records pertaining to the provisions of this ordinance.

D. Alteration of

Watercourses

The City

Engineer

shall:

1. Notify nearby communities, water resource districts, and the North Dakota ~~State Engineer~~Department of Water Resources, as necessary, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the

Federal Emergency Management Agency.

2. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished; and,
3. Notify the appropriate water resource district prior to removal or placement of fill within two hundred feet of the bank of a body of water during normal flow or stage.

E. Interpretation of Flood Insurance Rate Map (FIRM) Boundaries

- 1- Make interpretation where needed, as to the exact location of the boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 11.5-1.

F. Encroachment Analysis

When a regulatory floodway has not been designated, the City Engineer shall require that no new construction, substantial improvement, or other development, including fill, be permitted within special flood hazard areas unless it is demonstrated that the cumulative effect of the proposed

development, when combined with all other existing and anticipated development, will not increase the base flood elevation more than one foot at any point within the community.

Development that would result in an increase in the base flood elevation of more than one foot may only be permitted in accordance with the provisions of 44 CFR Chapter 1, Section 65.12 of the National Flood Insurance regulations, following approval of a Conditional Letter of Map Revision (CLOMR) by the Federal Emergency Management Agency (FEMA).

Chapter 11.3. – Provisions for Flood Hazard Reduction

SECTION 11.3-1. GENERAL STANDARDS

In all special flood hazard areas the following standards are required:

A. Anchoring

1. All new construction and substantial improvements, including additions, shall be anchored to prevent flotation, collapse, or lateral movement of the structure and shall be capable of

resisting the hydrostatic and hydrodynamic loads.

2. All manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
3. All additions to manufactured homes shall be similarly anchored.

B. Construction Materials and Methods

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 2. All new and substantial improvements shall be constructed using methods and practices that minimize flood damage.
 3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding and shall be installed at least one foot above the Base Flood Elevation.

C. Utilities

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
3. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding. All tanks must be watertight and all access openings must be at least

one foot above the Base Flood Elevation.

D. Subdivision Proposals

1. All subdivision proposals shall be consistent with the need to minimize flood damage;
2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and,
4. Base Flood Elevation data shall be provided for subdivision proposals and other proposed development which contain at least 50 lots or 5 acres (whichever is less).

SECTION 11.3-2. SPECIFIC STANDARDS

In all special flood hazard areas where base flood elevation data have been provided as set forth in Section 11.1-6, BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS, or Section

11.2-~~23~~(B), Use of Other Base Flood Data, the following provisions are required:

A. Residential Construction

New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, and attendant utilities elevated ~~on fill~~ to at least one foot above the Base Flood Elevation.

B. Nonresidential Construction

Construction and substantial improvement of any nonresidential structure shall either have the lowest floor, including basement, elevated ~~on fill~~ to at least one foot above the Base Flood Elevation or, together with attendant utility and sanitary facilities shall:

1. Be floodproofed to at least two feet above the Base Flood Elevation, so that below this elevation the structure is watertight with walls substantially impermeable to the passage of water.
2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
3. Be certified by a registered professional engineer or architect in the State of North Dakota that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 11.2-~~23~~(C)(2).

C. Manufactured Homes

1. Manufactured homes shall be anchored in accordance with Section 11.3-1(A)(2).

~~2. All manufactured homes or those to be substantially improved shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated on fill to at least one foot above the Base Flood Elevation, and is securely anchored to an adequately anchored foundation system as hereinabove provided.~~ Require all manufactured homes placed or substantially improved within special flood hazard areas on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an

expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision which has incurred substantial damage, be elevated on a permanent foundation so the lowest floor of the manufactured home is elevated on fill to at least one foot above the Base Flood Elevation and be securely anchored to an adequately anchored foundation system as hereinabove provided.

3. Require that manufactured homes placed or substantially approved on sites in an existing manufactured home park or subdivision within special flood hazard areas not subject to other requirements of this section be elevated so that either:

- a. the lowest floor of the manufactured home is one foot above the base flood elevation, or
- b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36" in height above grade and be securely anchored to an adequately anchored foundation system as hereinabove provided.

D. Recreational Vehicles

In special flood hazard areas, all recreational vehicles to be placed on a site must:

- 1. Be elevated and anchored to meet the requirements in Section 11.3-2(C); OR 2. Be on the site for less than 180 consecutive days; AND

~~2.3. Be fully licensed and highway ready.~~ SECTION 11.3-

3. FLOODWAYS

Located within the special flood hazard areas established in Section 11.1-6 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided

demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Any increase, as is used in this section, means any modeled impact greater than 0.00 feet.

2. If Section 11.3-3(1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Chapter 11.3, Provisions for Flood Hazard Reduction.
3. Under the provision of 44 CFR Section 65.12 of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

SECTION 11.3-4. ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic

flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

2. The bottom of all openings shall be no higher than one foot above grade.
- 2.3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they allow the automatic entry and exit of floodwaters.

Chapter 11.4. – Enforcement and Compliance Mechanisms

SECTION 11.4-1. PENALTIES FOR VIOLATIONS

- A. The penalty for violating any of the provisions of this ~~chapter~~ ordinance or failure to comply with any of its requirements, including violations on conditions and safeguards established in connection with grants or variances or conditional uses, shall be as prescribed in Section 1-8 of the City of Minot Code of Ordinances. Each day such violation continues shall be considered a separate offense.
- B. Nothing herein contained shall prevent the City of Minot from taking such other lawful action as is necessary to prevent or remedy any violation.

Chapter 11.5. – Miscellaneous

SECTION 11.5-1. VARIANCE PROCEDURE

A. Appeal Board

1. The Planning Commission as established by the Minot City Council shall hear and decide appeals and requests for variances from the requirements of this ~~chapter~~ordinance.
2. Any application for a variance under this ~~chapter~~ ordinance shall be made in writing and shall address all technical evaluations, all relevant factors, and standards specified in other sections of this ordinance, including, but not limited to, the considerations provided in 11.5- 1(A)(5) and 11.5- 1(B).
3. ~~Appeals,~~The Planning Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the City Engineer in the enforcement or administration of this ~~chapter~~ordinance, ~~shall be heard~~ pursuant to Section ~~9-~~1.-9.

4. Those aggrieved by the decision of the Planning Commission, or any taxpayer, relating to requests for variances under this ~~chapter~~ ordinance may appeal such decision, pursuant to Section 9-1.9. Any person aggrieved by the final decision of the Minot City Council under this ~~chapter~~ ordinance may appeal such decision to the North Dakota ~~district~~ District court Court in Ward County pursuant to law, as provided in NDCC Section 40-47-11.
5. In deciding upon such variance applications, the Planning Commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance; and:
 - a. the danger that materials may be swept onto other lands to the injury of others;
 - b. the danger to life and property due to flooding or erosion damage;
 - c. the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. the importance of the services provided by the proposed facility to the community;
 - e. the necessity to the facility of a waterfront location, where applicable;
 - f. the availability of alternative locations, for the proposed use which are not subject to flooding or erosion damage;
 - g. the compatibility of the proposed use with existing and anticipated development;
 - h. the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - k. the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
6. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre

or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (a-k) in Section 11.5- 1(A)(5) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

7. Upon consideration of the factors of Section 11.5-1(A)(5) and the purposes of this ordinance, the Planning Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
8. The City Engineer shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

B. Conditions for Variances

1. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historical Places or the State Inventory of Historical Places, without regard to the procedures set forth in the remainder of this section.
2. Variances shall not be issued within the identified floodplain if any increase in flood levels during the base flood discharge would result.
3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
4. Variances shall only be issued upon:
 - a. a showing of good and sufficient cause;
 - b. a determination that failure to grant the variance would result in exceptional hardship to the applicant; and,
 - c. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, cause fraud on or victimization of the public as identified in Section 11.5-1(A)(5), or conflict with existing local laws or ordinances.
5. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Chapter 11.6. – Definitions

For the purpose of this ~~chapter~~ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Appeal means a request for a review of the City Engineer's interpretation of any provision of this ordinance or a request for a variance.

~~***Area of jurisdiction*** shall mean the area within the corporate limits of the city, and any area in which the city has statutory planning and zoning authority.~~

Base flood or 100-year flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) means the height of the base flood or 100-year flood usually in feet ~~above mean sea level measured in the same datum (either NAVD88 or NGVD 29) as the FIRM.~~

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Best Available Data (BAD) means water elevation information from any source used to estimate or determine a base flood elevation (i.e. high water mark).

~~***Community*** means any political subdivision that has the authority to zone, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.~~

Conveyance or hydraulic conveyance means a geometric characteristic of a river or watercourse at a given point that determines the flow-carrying capacity at that point.

Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the special flood hazard area.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain

management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of

additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood Insurance Rate Map (FIRM) means the official map issued by the Federal Emergency Management Agency where special flood hazard areas are designated as Zone A, AE, AO, AH, A1-A30 or A-99.

Flood Insurance Study (FIS) means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, and the water surface elevation of the base flood.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or; from the unusual and rapid accumulation or runoff of surface waters from any source.

Floodproofing (Dry) means protection provided a structure, together with attendant utilities and sanitary facilities, which is watertight two feet above the base flood elevation with walls that are substantially impermeable to the passage of water.

Floodway or regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Lowest floor means the lowest floor of a structure including the basement.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle,” but does include “mobile home”.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more

manufactured home lots for rent or sale.

New construction means structures for which the "start of construction" commenced on or after the effective date of this ordinance.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Person means any person, firm, partnership, association, corporation, limited liability company, agency, or any other private or governmental organization, which includes any agency of the United States, a state agency, or any political subdivision of the state.

Reasonably safe from flooding means base flood waters will not inundate the land or damage structures, and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

Recreational vehicle means a vehicle which

1. built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. designed to be self-propelled or permanently towable by a light duty truck;
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use; including, but not limited to travel trailers, trailers on wheels, park-model trailers, and other similar vehicles.

Special Flood Hazard Area (SFHA) means an area of land that would be inundated by a flood having a one percent chance of being equaled or exceeded in any given year.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement

of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Structure means a walled and roofed building, including manufactured homes and gas or liquid above- ground storage tanks.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the building to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

1. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by the community

floodplain management ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means only the channel and banks of an identifiable watercourse, and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel, except in the case of alluvial fans, where a channel is not typically defined. The definition of watercourse in NDCC Section 61-01-06 is not applicable in this ordinance.

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SECTION 10.3-1 GENERAL

Improvements within subdivisions must be designed and installed in accordance with the standards of this Chapter, all other applicable requirements of this Land Development Ordinance and the following, as applicable:

1. All applicable provisions of the North Dakota Century Code;
2. The City's Building and Housing Codes;
3. Alignment with the Comprehensive Plan and other adopted plans or policies of the City.
4. The Capital Improvements Plan, including all streets, utility systems, drainage systems, and

other infrastructure that may be included therein.

5. Rules of the Health Department, Department of Environmental Quality, and other local and state

agencies responsible for providing facilities and services;

6. The rules of the North Dakota Department of Transportation;

7. The standards and regulations adopted by the Planning Commission and all boards, commissions, and agencies of the City;

Article 10: Subdivisions Page 10-13

8. Requirements of the Flood ~~Protection~~ plain Management and Storm Water Management Ordinances of the City of

Minot including any necessary permits required from other governmental agencies

SECTION 13.1-4. NONCONFORMING STRUCTURES

Replacement Criteria

1. Dwellings in AG, RR, R1, R1S, R2, RM, R3C, and RH Districts (Including all associated districts per
 7. Table 1.2: Zoning Equivalency Table)
 8. Legal nonconforming dwellings that are nonconforming only because they do not meet setbacks,
 9. density, lot size, or lot coverage requirements can be replaced provided any replacement structure
 10. Article 13: Administration Page 13-5
 11. is within the same footprint as the original structure or within current setback requirements. The
 12. replacement structure shall be of the same design character, height, and roof design as the original
 13. structure. Flat roofs may be altered subject to approval of the Planning Division. The replacement
 14. structure must met all of the requirements of Article 11: Flood ~~Protection~~ Plain Management.

Chapter 14.2. – Reference to Article Definitions

In addition to the terms defined herein, some sections of this Ordinance contain their own content specific definitions:

A. Design Standards: Additional terms pertaining to district-specific design standards are defined in Chapter 3.3.

Article 14: Definitions Page 14-2

B. Flood ~~Protection~~ Plain Management: Additional terms pertaining to flood ~~protection~~ plain management are defined in Chapter ~~10~~ 11.6.

C. Landscaping: Additional terms pertaining to landscaping are defined in Chapter 6.2

D. Parking and Loading: Additional terms pertaining to parking and loading are defined in Chapter

5.2.

E. Signs: Additional terms pertaining to signage are defined in Chapter 4.2.

F. Subdivisions: Additional terms pertaining to subdivisions are defined in Chapter 9.5.

G. Use Table Definitions: Additional terms pertaining to uses are defined in Chapter 1.3.

H. Wireless Communication Facilities: Additional terms pertaining to wireless communications are defined in Chapter 7.2.

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

On March 16, 2026, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Jantzer called the meeting to order at 5:30 PM.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

Mayor Mark Jantzer led the City Council in the Pledge of Allegiance.

MAYOR'S REPORT

UNION SILOS WRAP UP PRESENTATION

Tim Baumann presented to the City Council about the Union Silos project.

PROCLAMATION

The Mayor proclaimed April 2026 as Aviation Month.

REPORTS

CITY MANAGER'S REPORT

Tom Joyce submitted a written report to the City Council.

CONSIDER THE REPORT OF THE MAGIC FUND SCREENING COMMITTEE

The City Council was provided the 2024 and 2025 annual compliance reports for review from the MAGIC Fund Screening Committee.

CONSENT ITEMS

The motion to approve consent items 5.1-5.5, 5.7-5.12, 5.14, 5.16, 5.18-5.20 and 5.22-5.23 with staff recommended action 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES - Approve the minutes of the February 20, 2026, Special City Council meeting, the March 2, 2026, Special City Council Executive Session, and the March 2, 2026, Regular City Council meeting.

ORDINANCES - Approve the following ordinances on second reading:

1. Ordinance No 6168 - Text Amendment - Engineering Text Amendment

ORDINANCES - Approve the following ordinances on second reading:

1. Ordinance No 6169 - Fire Code Changes in Ordinance
2. Ordinance No 6170 - 2026 BA - FD Firehouse Subs Grant Award
3. Ordinance No 6171 - Sign Region 4
4. Ordinance No 6172 - 2026 BA - FD Donation from Aggie Foundation
5. Ordinance No 6173 - 2026 BA - Traffic Signal Painting

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

1. Small Town Bid Dreams Foundation to conduct a raffle on February 27, 2026, at Sleep Inn & Suites (2400 10th St SW).
2. Independence, Inc. to conduct a raffle on March 5, 2026, at the Grand Oasis Hotel (1505 N Broadway).
3. Eagles Wings Community Fellowship to conduct a raffle on April 8, 2026, at Eagles Wings Community Fellowship Church (101 16th St SW).

4. ND PAMA to conduct a raffle on March 9, 2026, at the Clarion Hotel and Convention Center (2200 E Burdick Exwy).
5. Minot North Baseball to conduct a calendar raffle April 15-May 15, 2026, at Minot North High School (2100 21st Ave NW).
6. Two Special Event Permits for The Spot (6 2nd St NE).
7. Two Special Event Permits for Army's 2.0 (12 3rd St SE).

APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS - Approve the February 2026 general accounts receivable write-offs.

FLEET REPLACEMENT APPROVAL FOR (2) FRONT END LOADERS - PULLED

FLEET REPLACEMENT APPROVAL FOR STREET SWEEPER - Approve the budget amendment and allow staff to begin procurement actions on first reading; authorize the selection of Sanitation Products for the sweeper unit; authorize the Mayor and staff to sign applicable documentation; and authorize the disposal of unit 732 (1J9VM3H619C172249) and unit 735 (1G9GM3HJ0GS462015) through auction per Municipal code Sec 2-4.

APPROVE DEPARTMENT OF WATER RESOURCES COST-SHARE AGREEMENT FOR FLOODWAY ACQUISITIONS - Approve the Department of Water Resources cost-share agreement for floodway acquisitions in the amount of \$14.85 million and authorize the Mayor to sign.

2026 STREET IMPROVEMENT: 21ST AVE NW & GLACIAL AREA - AWARD OF BID (4952.1) - Award the bid for 2026 Street Improvement - 21st Ave NW & Glacial Area to the low bidder, Keller Paving & Landscaping, Inc. in the amount of \$2,110,394.84; and authorize the Mayor to sign the agreement.

2026 STREET IMPROVEMENT: SOUTH AREAS - AWARD OF BID (4952.2) - Award the bid for 2026 Street Improvement - South Areas to the low bidder, Minot Paving Co. Inc. in the amount of \$854,316.33; and authorize the Mayor to sign the agreement.

2026 STREET IMPROVEMENT: NORTH AREAS - AWARD OF BID (4952.3) - Award the bid for 2026 Street Improvement - North Areas to the low bidder, Bechtold Paving, Inc. in the amount of \$1,486,468.64; and authorize the Mayor to sign the agreement.

2026 SIDEWALK, CURB & GUTTER - AWARD OF BID (4948) - Award the bid for 2026 Sidewalk, Curb & Gutter to the low bidder, Keller Paving & Landscaping, Inc. in the amount of \$295,949.29; and authorize the Mayor to sign the agreement.

DACOTAH HOMES & 2ND AVE SW WATERMAIN REPLACEMENT AWARD OF BID (4933) - PULLED

ADOPT ACCOUNTS PAYABLE VENDOR EFT/ACH PAYMENT POLICY - Adopt the Accounts Payable Vendor EFT/ACH payment policy.

2026 LEWIS & CLARK AND BEL AIR SRTS - AWARD OF BID (4823) - Award the bid for the 2026 Lewis & Clark and Bel Air SRTS project to the low bidder, Ti-Zack Concrete, LLC, in the amount of \$820,243.28, contingent upon the NDDOT's review of DBE requirements; and authorize the Mayor to sign the agreement upon concurrence of an award from the North Dakota Department of Transportation (NDDOT).

AIRPORT ADVERTISING STANDARD AGREEMENT TEMPLATE - PULLED

APPROVE THE STATEMENT OF WORK FOR HERRONPALMER - Approve the attached statement of work for contracting services with herronpalmer and authorize the Mayor to sign.

DISPOSITION AND SALE OF OBSOLETE RADIOS AND RADIO REPEATER BY MID-STATES WIRELESS - Approve the disposition and sale between Midstates Wireless and the Minot Police Department for obsolete radios and radio equipment.

BUDGET AMENDMENT TO MOVE GRANT FUNDS FOR BOMB TRUCK UPFITTING - Approve the budget amendment on first reading.

APPROVE BUDGET AMENDMENT TO AUTHORIZE USE OF POLICE DEPARTMENT FORFEITURE FUNDS TO PURCHASE K9 BITE SUIT - Approve the budget amendment on first reading.

APPROVE MINOT PD AND FD ANNUAL WELLNESS CHECK CONTRACT FOR LOCAL PROVIDERS - Approve the contract as a standard form and authorize the Mayor will execute the contracts upon receipt of the signature from the providers.

AIRPORT MECHANICAL SYSTEMS PREVENTATIVE MAINTENANCE SUPPORT AGREEMENT

The motion to direct staff to get new quotes for a base year plus two additional years was initiated by City Council Member Samuelson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Scott Samuelson; nays: Lisa Olson, Paul Pitner.

PUBLIC WORKS WATER & SEWER BUILDING REPLACEMENT - REJECT BIDS & AUTHORIZE STAFF TO REBID THE PROJECT (4953)

The motion to reject the current bids, shelve this project, and re-evaluate through the CIP process 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, Mike Hayes, Mark Jantzer, Paul Pitner, Scott Samuelson; nays: Lisa Olson.

APPROVE PURCHASE OF A 2026 FORD EXPLORER POLICE INTERCEPTOR UTILITY (PIU) VEHICLE FOR THE POLICE DEPARTMENT FROM NELSON AUTO, UTILIZING THE STATE BID AND CITY FLEET MANAGEMENT PLAN

The motion to approve the purchase of a 2026 Ford Explorer from Nelson Auto utilizing the state bid process and the budget amendment on first reading was initiated by City Council Member Fuller, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ACTION ITEMS

ASSISTANT CITY ATTORNEY CONTRACT RENEWAL - LEGISLATIVE MATTERS

The motion to direct staff to solicit a request for qualifications to include cost to offer these services to the City 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, Mike Hayes, Lisa Olson, Paul Pitner, Scott Samuelson; nays: Mark Jantzer.

ALCOHOL ORDINANCES - STATUS UPDATE

The motion to strike the 150 seats from the supper club license definition was initiated by City Council Member Pitner and seconded by City Council Member Blessum. Alderman Fuller called into question the motion, and Mayor Jantzer ruled the motion resembled a motion to reconsider, and the motion is past the point for reconsideration.

The motion to add language for 21 event days in a calendar year, no limit if contiguous to the licensed premises 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, Mike Hayes, Mark Jantzer, Paul Pitner, Scott Samuelson; nays: Lisa Olson.

APPROVE THE 2025 YEAR-END BUDGET AMENDMENT

The motion to approve the proposed budget amendment on first reading 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

MODIFICATION OF THE BUDGET ORDINANCE

The motion to approve the proposed modifications to Division 4 of the Code of Ordinances related to the annual budget was initiated by City Council Member Fuller, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

AMENDMENT TO THE ANIMAL EMPOWERMENT LEAGUE SERVICES AGREEMENT

The motion to approve the attached amendment to the agreement with Animal Empowerment League and authorize the Mayor to sign was initiated by City Council Member Fuller, seconded by City Council Member Hayes and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

REVISED LEASE AGREEMENT WITH WARD COUNTY FOR TEMPORARY POUND SERVICES

The motion to approve the amendment of the temporary lease with Ward County and authorize the Mayor to sign was initiated by City Council Member Samuelson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

VETERINARIAN SERVICE AGREEMENT FOR TEMPORARY POUND SERVICES

The motion to approve the proposed service agreement with a proposed fee schedule for use by community veterinarians providing animal intake and sheltering services; and authorize the Mayor to sign the agreements as necessary 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PERSONAL APPEARANCES

Josiah Roise wanted to speak to the City Council about fiscal waste. Carl Clemetson discussed the special event permits and the Regency's process for planning a years' worth of events.

MISCELLANEOUS AND DISCUSSION ITEMS

Alderman Blessum congratulated the Minot High Girls Basketball team on their state championship. Alderman Fuller thanked The Landing Bar and Bottleshop and the American Wildlife Foundation for the donation towards the animal pound services.

LIAISON REPORTS

Alderman Pitner had no meetings to report on. Alderman Blessum has an upcoming Minot Commission on Aging meeting. Mayor Jantzer had a CDMPO meeting. Alderman Samuelson attended a Ward County Planning meeting. Alderman Fuller attended the Ward County Planning meeting, a Library Board meeting, and a City/County Committee meeting. Alderman Hayes attended the 1st Quarter Liaison meeting. Alderwoman Olson attended the SBPC Board meeting and the CDMPO meeting.

ADJOURNMENT

The motion to adjourn the meeting at 7:23 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

On March 16, 2026, a Special City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Jantzer called the meeting to order at 4:00 PM.

ROLL CALL

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

Members Absent: Paul Pitner

BUDGET WORK SESSION ITEMS

HUMAN RESOURCES PRESENTATION AND DISCUSSION

Kelly Beck discussed the head count for the City of Minot employees. She mentioned the change in part-time employees was due to the Recreation Department going to the Minot Park District. Kelly also discussed the impact of adding full-time employees to include salaries and benefits. Council Members requested further information from the Human Resource Department.

CITY ASSESSOR'S PRESENTATION AND DISCUSSION

Ryan Kamrowski presented to the City Council on property evaluation and property taxes. Ryan discussed primary residence credit, homestead credit, and disabled veteran tax credits. Ryan mentioned the upcoming Board of Equalization meeting on April 7th at 5:30 pm.

FINANCE PRESENTATION AND DISCUSSION

David Lakefield started by presenting a graph of general fund expenditures versus general fund revenue with 3% plus growth. David discussed some corrective measures that could be made in the general fund, such as removing some funding for the Minot PD remodel, removing some funding for street improvement, and removing some funding for capital improvement projects. David also brought up the transfer to the general fund from the enterprise funds, along with discussion on other fees that might need to be implemented in order to gain more revenue. There was discussion on the impacts of the increase in staffing over the years and fiscal impacts of staff which include all the benefits as well.

ADJOURNMENT

The motion to adjourn the meeting at 4:59 pm was initiated by City Council Member Fuller, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Scott Samuelson; nays: None.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6174

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE STREET DEPARTMENTS CAPITAL EQUIPMENT EXPENDITURES FOR THE PURCHASE OF A STREET SWEEPER.

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

§1: Amend the 2026 annual budget to increase the street departments capital equipment expenditures for the purchase of a street sweeper:

42040000-57500		\$299,890
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§2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: March 16, 2026

PASSED SECOND READING: April 6, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6175

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT GENERAL FUND EXPENDITURES FOR VEHICLE & EQUIPMENT REPAIR AND FURNITURE & EQUIPMENT AND DECREASE THE CAPITAL EQUIPMENT EXPENDITURES FOR THE FY2024 STATE HOMELAND SECURITY PROGRAM GRANT.

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

- §1: Amend the 2026 annual budget to increase the Police department general fund expenditures for Vehicle & Equipment and Furniture & Equipment and decrease the capital equipment expenditures for the FY2024 State Homeland Security program grant:

10020000-44330	2024200014	\$3,690
10020000-46102	2024200014	11,967
42020000-57500	2024200014	(15,657)

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

PASSED FIRST READING: March 16, 2026

PASSED SECOND READING: April 6, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6176

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT OFFICE FURNITURE & EQUIPMENT EXPENDITURES
FOR THE PURCHASE OF A BITE SUIT, USING NON-FEDERAL ASSET
FORFEITURE FUNDS.**

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

§1: Amend the 2026 annual budget to increase the police department
Office Furniture & Equipment expenditures for the purchase of a bite
suit, using non-federal asset forfeiture funds:

10021000-46102	2021210001	\$1,955
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§2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: March 16, 2026

PASSED SECOND READING: April 6, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6177

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT CAPITAL EQUIPMENT EXPENDITURES FOR THE
PURCHASE OF A K9 UNIT REPLACEMENT VEHICLE.**

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

§1: Amend the 2026 annual budget to increase the police department
Capital Equipment expenditures for the purchase of a K9 unit
replacement vehicle:

42021000.57500		\$47,390
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§2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: March 16, 2026

PASSED SECOND READING: April 6, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6178**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO ADJUST THE DEPARTMENT BUDGETS FOR FUNDS APPROVED BY CITY COUNCIL FOR THE FOLLOWING YEAR-END TRANSFERS AND GRANTS.****BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:**

§1: The 2025 annual budget for the following department revenue and expenditure numbers are increased and decreased for funds received and expended.

	41094000-57100	\$2,440,325	Floodway Property Acquisitions	State Water Commission Funded
	28292000-44320	1,305,491	Floodway Property Acquisitions – Relocation Assistance	State Water Commission Funded
	26561000-49106	575	Transfer local share of NAWS 7-1B Water Plant Expansion	
	14000000-39116	575	Transfer local share of NAWS 7-1B Water Plant Expansion	
2025200009	10020000-41100	(526)	Revised Back the Blue award amount	Police Department
2025200009	10020000-42210	(8)	Revised Back the Blue award amount	Police Department
2025200009	10000000-33400	(534)	Revised Back the Blue award amount	Police Department
	10031000-48200	63,022	Fire Premium Tax Passthrough	Fire Department
2024200014	42020000-57500	(9,355)	TF Bomb Squad grant funds from Capital to Operating	Police Department
2024200014	10020000-46102	9,355	TF Bomb Squad grant funds from Capital to Operating	Police Department
2025350001	10035000-45800	19,230	OLDCC Minot Air Force Base Installation Readiness Grant	Planning Department
2025350001	10035000-48100	50,000	OLDCC Minot Air Force Base Installation Readiness Grant	Planning Department
2025350001	10035000-43040	355,000	OLDCC Minot Air Force Base Installation Readiness Grant	Planning Department
2025350001	10000000-33100	489,155	OLDCC Minot Air Force Base Installation Readiness Grant	Federal Operating Revenue
2024110001	41011000-49101	336,317	TF excess revenue out of capital outlay in Broadway Circle project.	City Council
	10000000-39124	336,317	TF excess revenue from Broadway Circle project.	City Council
	26737000-49101	16,987	Additional Transfer from Sales Tax for 65% of Shirley Court Street Light Dist (CC: 04/21/2025)	Sales Tax Infrastructure
	10000000-39118	16,987	Additional Transfer from Sales Tax for 65% of Shirley Court Street Light Dist (CC: 04/21/2025)	Sales Tax Infrastructure
	10037000-49124	16,987	Additional Transfer from Sales Tax for 65% of Shirley Court Street Light Dist (CC: 04/21/2025)	Sales Tax Infrastructure

2025370001	41000000-39101	16,987	Additional Transfer from Sales Tax for 65% of Shirley Court Street Light Dist (CC: 04/21/2025)	Sales Tax Infrastructure
2022200005	10021000-48100	117,523	First District Health Unit Opioid Settlement Funds Pass-Through	Police Department
2025200002	10020000-41300	65,687	Off-Duty Policing Services	Police Department
2025200002	10020000-42210	987	Off-Duty Policing Services	Police Department
2025200002	10000000-34210	67,437	Off-Duty Policing Services	General Fund Revenue
	26738000-49101	82,000	Fix clerical error on ordinance #6103 – 3 rd St. Bridge (CC: 08/04/2025)	Capital Infrastructure
	10000000-39118	82,000	Fix clerical error on ordinance #6103 – 3 rd St. Bridge (CC: 08/04/2025)	Capital Infrastructure
	10038000-49124	82,000	Fix clerical error on ordinance #6103 – 3 rd St. Bridge (CC: 08/04/2025)	Capital Infrastructure
	41000000-39101	82,000	Fix clerical error on ordinance #6103 – 3 rd St. Bridge (CC: 08/04/2025)	Capital Infrastructure
2023370008	41037000-49118	110,772	Transfer unused sales tax back (Street Lighting District #65)	Capital Infrastructure
	26700000-39124	110,772	Transfer unused sales tax back (Street Lighting District #65)	Sales Tax Infrastructure
2023370008	41037000-49101	17,339	Transfer funds to general fund to cover bond issuance costs	Capital Infrastructure
2023370008	10000000-39124	17,339	Transfer funds to general fund to cover bond issuance costs	General Fund
	42019000-57600	96,700	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Capital Outlay
	42021000-57600	18,080	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Capital Outlay
	42090000-57600	3,563	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Capital Outlay
	42092000-57600	3,563	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Capital Outlay
	42000000-39305	121,906	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Other Financing Sources - SBITAs
	35019000-47100	65,475	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Debt Service - Principal
	35021000-47100	6,210	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Debt Service - Principal
	35040000-47100	6,308	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Debt Service - Principal

	35090000-47100	3,563	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Debt Service - Principal
	35092000-47100	3,563	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Debt Service - Principal
	35040000-47206	3,362	GASB 96 <i>Subscription-Based Information Technology Arrangements</i> Activity	Debt Service - Interest
	42067000-57700	306	Library Books	
	10011000-48204	26,494	Park District State Aid – 15% Pass-Through	Collections higher than anticipated

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

PASSED FIRST READING: March 16, 2026

PASSED SECOND READING: April 6, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk



ORDINANCE NO. 6179

AN ORDINANCE REVISING DIVISION 4. ANNUAL BUDGET

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

WHEREAS,

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

§1. That Division 4, of Chapter 2 of the Code of Ordinances, City of Minot, North Dakota, is hereby amended to read as follows:

DIVISION 4. – ANNUAL BUDGET

Sec. 2-161. Definitions.

Annual budget ordinance means an ordinance comprising of three (3) parts or components:

1. The annual appropriation ordinance,
2. The annual tax levy ordinance, and
3. Information, data and projections as to the anticipated affairs of the City during the budget year.

Appropriation means a preliminary authorization to expend money or to incur a liability for a particular purpose.

Budget year means the fiscal year to which the budget relates.

Encumbrance means the practice whereby money in a particular fund is designated as the source of payment for a particular obligation or a liability, which designation is made at the time that the obligation or liability is incurred, such as by the placement of a purchase order, and which encumbered money is thereby decreed to be unavailable for any other expenditures; the amount of the encumbrance equals the amount of the liability or obligation.

Fiscal year means the calendar year beginning each January 1st and ending each

December 31st.

Income means revenue from any source whatsoever.

Fund means a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives including but not limited to Airport, General Fund, Library, Sanitation, Water-Sewer-Storm Sewer.

Department means the organizational operating unit.

Budget roll-up code means the grouping of similar expense or expenditure line items such as salaries, employee benefits, repair & maintenance, operation supplies, etc.

Line item means the specific expense or expenditure account such as overtime, health insurance, unleaded fuel, furniture & equipment, travel, etc.

Sec. 2-162. - City manager to prepare recommended budget.

The city manager shall prepare and submit to the city council on or before August 10th, an annual recommended budget for the next budget year. At the same time, they shall file one or more copies of the recommended budget with the city clerk to be held by the clerk for purposes of inspection and copying by interested members of the public.

Sec. 2-163. - Budget contents; notice and hearing on budget.

(a) The city budget shall be prepared in accordance with generally accepted accounting principles established with respect to governmental operations.

(b) The budget shall be divided into different Funds to segregate and to identify the expenditures and income which relate to particular operational activities or other activities of the city. For example, the budget may account for expenditures and income with respect to the following Funds, which are given for purposes of illustration only:

1. Enterprise Funds, such as the Airport Fund, Sanitation Fund, Cemetery Fund, Water, Sewer and Storm Sewer Fund, etc.;
2. Special revenue Funds, such as Public Transportation fund, Library, etc.;
3. Debt service fund, such as special assessment refunding bond issues, sales tax bonds, general obligation bonds, etc.;
4. Capital project funds to account for monies used to build capital improvements; and
5. The general fund, consisting of all items of expenditures and income not attributed to another fund.

(c) It shall be the policy of the city, and the recommended budget prepared by the

city manager shall so provide, with respect to the general fund, special revenue funds and enterprise funds, or their equivalent, if some other nomenclature is used rather than that set forth in [section 2-163\(b\)](#):

- (1) That there shall be available at the end of the budget year sufficient operating capital or working capital therein to equal one month's average expenditures for the budget year; and

For purposes of the prior subparagraph, the average monthly expenditures with respect to a fund shall be determined by multiplying the total appropriations for the budget year for the fund by one-twelfth (1/12).; and

- (2) Operating capital or working capital with respect to a fund shall mean a positive balance which would remain on hand in a fund at the end of the budget year in the event the expenditures and income attributable to the fund during the budget year actually are incurred or realized in the amounts and at the times projected in the budget.

(d) With respect to funds of the city other than the general fund, special revenue funds and enterprise funds, it shall be the policy of the city, and the recommended budget of the city manager shall so provide, that at the end of the budget year such funds shall not contain a negative balance, assuming that the expenditures and income attributable to each fund are incurred or realized in the amounts and at the times projected in the budget.

(e) In the event that the city is obligated to observe a greater degree of solvency in a fund or in an account within a fund than those levels in this Division, as is likely to be the case, for example, with respect to the pension fund concerning which the city must observe sound actuarial principles, or with respect to debt service funds concerning which the city is contractually bound as part of its borrowing to maintain certain reserves, then the recommended budget prepared by the city manager shall be designed so as to accomplish or to preserve the necessary level of solvency.

(f) The city manager's recommended budget shall include the following:

- (1) Operating or working capital estimated to be on hand at the beginning of the budget year as a carry-over from the prior budget year, less a reserve for encumbrances to reflect obligations incurred in the prior budget year but not paid for within that year;

- (2) Estimated income, divided into categories such as the following, given by way of example:

- a. Federal and state grants;
- c. License and permit fees;
- d. Intergovernmental revenues;
- e. Fines and forfeitures;
- f. Taxes other than real estate taxes;

- g. Interest income;
- h. Sales of goods or services;
- i. Decrease in working capital or operating capital, if any;
- j. Local real estate tax levy proceeds; and
- k. Miscellaneous income including donations.

(3) Recommended expenditures, divided into Budget roll-up codes such as the following, given by way of example:

- a. Salaries;
- b. Employee benefits;
- c. Professional and technical services;
- d. Repair and maintenance;
- e. Infrastructure maintenance;
- f. Other purchased services;
- g. Operation supplies;
- h. Utilities;
- i. Fuel;
- j. Debt retirement;
- k. Other;
- l. Capital outlay;
- m. Increase in operating capital or working capital at the end of the budget year compared to the beginning of the budget year, if any.

(4) The Budget roll-up codes shall further be divided into Line items, such as, by way of example—furniture and equipment, subscriptions, memberships, travel, telephone, electricity, etc.

(f) The city council shall set a time and place for a public hearing on the city manager's recommended budget, which public hearing shall be held between September 7th and October 7th. The finance department shall provide notice to the county auditor of the public budget hearing date and a copy of the preliminary budget statement. Any interested person may address the city council at the hearing with respect to any part of the budget. The city council may continue the hearing from time to time but no public notice of the reopened hearing need be given, except as is given with respect to meetings of the council generally.

Sec. 2-164. - Adoption of the official budget; subsequent amendments; effect thereof.

(a) Insofar as [section 2-163](#) prescribes the format to be followed in setting forth the contents of the budget, that format shall be observed by the council in establishing the official budget for the budget year. However, in all other respects the council may change any other aspect of the budget recommended by the city manager, which changes may be made prior to, during, or after the public hearing provided for in [section 2-163](#). However, final approval of the budget shall not be accomplished until the public hearing is finally closed without provision being made for a continuance thereof.

(b) The final adoption of the budget shall be by way of the annual budget ordinance, which ordinance shall be passed on second reading no later than the second business day prior to October 10th.

(c) The annual tax levy ordinance component of the annual budget ordinance shall consist of the aggregate of the various tax levies set forth therein with respect to the funds established in the budget, which aggregate tax levy shall be certified by the city auditor to the county auditor for collection as prescribed by state law.

(d) The annual appropriation ordinance component of the annual budget ordinance shall constitute an appropriation of the projected expenditures set forth therein, except to the extent that prior appropriation of anticipated expenditures is waived in [section 2-165](#) hereof.

(e) From time to time the budget may be amended in two (2) respects:

(1) The City Manager or their designee may transfer appropriations between line items within the same department or between funds for the same department. In so doing it may act by way of resolution, notwithstanding the fact that the original appropriations in question were made by way of ordinance. It is the intent and understanding of the city council that this procedure was authorized by NDCC 40-40-17 at the time of the adoption of the City of Minot home rule charter, that resolutions of the sort contemplated by this subparagraph are consequently an inherent aspect of the annual appropriation ordinance component of the annual budget ordinance, as the term "annual appropriation ordinance" was understood at the time of the enactment of the home rule charter, and that therefore these resolutions are not referable under article IV of the home rule charter. The City Manager or their designee shall have the authority to approve the transfer of appropriations provided that all such transfers are reported to the City Council for approval on a quarterly basis. These transfers serve to amend the annual budget ordinance by way of resolution.

(2) It may from time to time by way of an ordinance increase the aggregate total of appropriations during the course of the budget year in order to reflect changes in financial circumstances either not contemplated in the annual budget ordinance at the time of its adoption, or which financial circumstances by their very nature are difficult to estimate with exactitude at the time of the enactment of the annual budget ordinance. For example, the creation of a new source of revenue such as a new city sales tax or income tax, or the availability of funds through a new federal or state grant program would form the basis for an increase in appropriations pursuant to this subparagraph, and the case would be likewise with respect to an unexpected significant increase in variable sources of income such as license and permit fees. It is the intent and understanding of the city council that the procedure established in this subparagraph was not authorized by state law at the time of adoption of the home rule charter of the City of Minot, but rather this procedure represents an exercise of home rule powers, that therefore this

procedure cannot be viewed as an inherent aspect of the annual appropriation ordinance component of the annual budget ordinance, so that consequently such an ordinance as provided for in this subparagraph amending the annual budget ordinance is referable under article IV of the home rule charter.

(f) The annual appropriation ordinance component of the annual budget ordinance shall be considered an ordinance implementing those powers or functions of city government funded therein, which powers or functions are available to the City of Minot only by virtue of its home rule powers, insofar as implementation by ordinance of home rule powers is required under Chapter 40-05.1 of the North Dakota Century Code and the City of Minot home rule charter.

Sec. 2-165. - Limitations on expenditures; exceptions; liability therefor.

(a) No expenditure shall be made nor liability shall be incurred with respect to a particular purpose without prior city council approval unless sufficient funding exists in the department roll up code that pertains to the expenditure as originally established in the annual budget ordinance or via a budget transfer authorized in section 2-164 (e)(1), except as provided for in subsections (b) and (c) below. If city council approval under this subsection is required and is obtained then regardless of the form by which such approval is expressed, the approval shall serve as an amendment to the budget ordinance under [section 2-164](#)(e)(1).

(b) No appropriation in the annual budget ordinance or amendment thereto shall be necessary for expenditures:

- (1) Made from special assessment funds provided for in Chapter 40-22 of the North Dakota Century Code or in division 5 of this article;
- (2) Made with respect to payments from the city pension funds to beneficiaries thereof, or in discharge of ordinary expenses thereof; or
- (3) Made to discharge obligations incurred under the authority of [section 31-27](#) (relating to long-term or perpetual obligations to purchase water for use by the water and sewerage utility).

(c) No additional appropriations, in excess of the amount set forth in the annual budget ordinance, need be made with respect to those expenditures incurred by the enterprise funds and special revenue funds of the city, which expenditures represent the cost of goods sold by the enterprises, if it should develop in the course of the budget year that the sales to which the expenditures relate are higher than projected at the time of the adoption of the annual budget ordinance, provided that, however, this paragraph shall constitute authority for such increased expenditures only if the variable costs associated with making sales in excess of the projected level of sales are less than the revenues derived therefrom.

(d) Expenditures made or liabilities incurred contrary to the restrictions of this section shall be the joint and several liability of the members of the city council who authorize the improper action or who were present when it was authorized and who

did not vote against its authorization.

Sec. 2-166. - Administration of the budget.

(a) The city manager shall make available to the council no less than quarterly a detailed accounting of the expenditures and income of the city with respect to:

- (1) The elapsed period of the budget year; and
- (2) The period from the last such accounting.

The accounting shall be in a format which is compatible to the format of the budget.

(b) Final authorization of the making of an expenditure or the incurring of a liability shall be made by the city council acting pursuant to [section 2-122](#), and subject to the exceptions set forth therein; provided that, however:

- (1) The city manager may authorize the incurring of liabilities, or the making of expenditures, to the extent that he is authorized to do so in Division 2 of this article;
- (2) The library board shall provide final authorization for the expenditure of library funds; and
- (3) The pension boards shall provide final authorization for the expenditure of pension funds.

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

PASSED FIRST READING: March 16, 2026

PASSED SECOND READING: April 6, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: April 6, 2026

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. Magic City Youth Baseball to conduct a calendar raffle July 2026, at Jack Hoeven Baseball Complex (2630 7th Ave SW).
2. Minot High Cheer Booster Club to conduct a raffle on March 15, 2026, at Magic City Campus (1100 11th Ave SW).
3. Boy Scout Troop 425 to conduct a raffle on April 18, 2026, at Congregational United Church of Christ (430 N Broadway).
4. Forgotten Warrior Foundation to conduct a raffle on June 27, 2026, at The "O"riginal (720 N Broadway).
5. Minot Girls Fastpitch, Inc to conduct a raffle on August 10, 2026, at Minot Fastpitch Office Building (400 9th St SE).
6. Nine Special Event Permits for The Spot (6 2nd St NE).
7. Three Special Event Permits for Arny's 2.0 (12 3rd St SE).
8. Two Special Event Permits for Sports on Tap (220 N Broadway).
9. Special Event Permit for the Blue Rider (118 1st Ave SE).
10. Special Event Permit for the Ranger Lounge (1218 S Broadwa7).

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752

Dale Plessas, Deputy Police Chief, 701-857-9800

III. DESCRIPTION

A. Background

Under the Code of Ordinances, a permit issued pursuant to NDCC 5-02-01.1, to allow an alcoholic beverage sales licensee to operate at premises other than the licensed premises to which the license relates, shall be issued administratively by the city clerk upon the following terms and conditions:

1. The payment by the applicant of a nonrefundable fee of twenty-five dollars (\$25.00).
2. The submission by the applicant, as part of the application required by the city clerk, of a brief narrative explaining:
 - a. The nature of the occasion for the permit (e.g., wedding dance, trade show or promotion, etc.); and
 - b. The steps which will be undertaken by the permittee to restrict the sale to, and consumption of, alcoholic beverages by minors at such occasion.
3. The written approval by the chief of police of the issuance of the permit.
4. A permit issued pursuant to this subsection may not be used for the off-sale of alcoholic beverages.

An application for local authorization pertaining to gaming, other than site approval, shall be issued administratively by the city clerk upon the following terms and conditions:

1. The payment by the applicant of a fee [of \$25].
2. The submission by the applicant, as part of the application required by the city clerk, of the following:
 - a. The appropriate form and other information prescribed or recommended by the attorney general; or
 - b. If there is no prescribed or recommended form, then a brief narrative explaining the particulars whereby the applicant should be considered to be qualified under state law for the particular local authorization sought; what the net proceeds will be expended for; and such other information, if any, as the city clerk may reasonably require to assist him in administering this subsection.
3. The written approval by the chief of police of the issuance of the authorization.

Each month, a report shall be provided to the city council concerning the permits allowed and the permits denied under this subsection subsequent to the last prior such report.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Special Event Permits, Local Permits and Restricted Event Permits are approved administratively each month through the City Clerk's Office. The non-refundable application fee for each permit is \$25 and is deposited into the appropriate general fund revenue accounts.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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

Department: Airport	
Name	Gross Pay
Andreasen, Eric Thomas	\$ 3,743.47
Baier, Jamison T	\$ 4,367.39
Ballard, Alexander F	\$ 3,612.24
Brock, Vanessa M	\$ 4,375.17
Choi, Alex M	\$ 6,447.35
Clark, Benjamin P	\$ 4,475.92
Davis, Brandon	\$ 5,286.54
Depriest, Isaac	\$ 4,876.75
Draper, David	\$ 5,273.73
Eckman, Jennifer	\$ 12,804.88
Hunter, Kyle James	\$ 3,399.41
Kaminski, Thomas	\$ 3,986.52
Long, Jessica	\$ 6,918.96
Molloy, Danielle Elisabeth	\$ 3,867.86
Moody, Sharon	\$ 4,568.92
Norby, Judy	\$ 4,477.88
Ortiz-Pabon, Nelson	\$ 4,788.42
Rafala, Michael	\$ 6,115.83
Romanick, Maria C	\$ 7,269.21
Sanders, Sean Edward	\$ 1,045.35
Smith, Mary C	\$ 3,091.01
Takashige, Alec N	\$ 5,592.82
Taylor, Kenneth Allen	\$ 3,581.09
Urban, Randy N	\$ 3,703.00
Young, Andrew Lawrence	\$ 963.56
Totals for Department Airport	
Total	\$ 118,633.28

Department: Assessors	
Name	Gross Pay
Druse, Damon	\$ 8,697.79
Feller, Taylor Rae	\$ 3,607.40
Kamrowski, Ryan L	\$ 9,776.34
Lovelace, Daniel D	\$ 7,091.94
Maragos, Sheila M	\$ 7,450.92
Nelson, Chelsy	\$ 4,547.08
Totals for Department Assessors	
Total	\$ 41,171.47

Department: Cemetery	
Name	Gross Pay

Name	Gross Pay
Schneider, Tina	\$ 5,678.72
Seifert, James R	\$ 5,017.59
Wiggins, Kaitlynn	\$ 4,120.24
Zietz, Cole J	\$ 4,833.99
Totals for Department Cemetery	
Total	\$ 19,650.54

Department: City Attorney	
Name	Gross Pay
Henjum, Nathaniel	\$ 4,896.19
Hintz, Rebekkah Jewel	\$ 4,120.24
Schmitz, Nick	\$ 8,249.56
Stalheim, Stefanie	\$ 12,191.88
Wallace, Terrence Jasper	\$ 6,585.64
Totals for Department City Attorney	
Total	\$ 36,043.51

Department: City Council	
Name	Gross Pay
Blessum, Michael	\$ 1,190.00
Fuller, Robert M	\$ 1,190.00
Hayes, Michael	\$ 1,190.00
Jantzer, Mark J	\$ 1,500.00
Olson, Lisa M	\$ 1,190.00
Pitner, Paul	\$ 1,190.00
Samuelson, Scott A.	\$ 1,190.00
Totals for Department City Council	
Total	\$ 8,640.00

Department: City Manager	
Name	Gross Pay
Joyce, Thomas C	\$ 16,420.92
McWilliams, Mikayla	\$ 7,092.24
Stein, Jeanne	\$ 7,233.78
Totals for Department City Manager	
Total	\$ 30,746.94

Department: City Shop	
Name	Gross Pay
Bradford, Emil	\$ 4,564.29
Headrick, Jesse	\$ 4,064.94
Hermanson, Brook A	\$ 6,844.82

Name	Gross Pay
Hughbanks, Brian	\$ 4,429.25
Ortmann, Donald G	\$ 6,304.40
Rivera, Frank R	\$ 4,990.28
Schaubroeck, April S	\$ 3,982.51
Schmidt, Charles Joseph	\$ 8,023.91
Simard, Brennan Durwood Robert	\$ 3,097.24
Smith, Zachary Thomas	\$ 4,015.18
Totals for Department City Shop	
Total	\$ 50,316.82

Department: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 6,147.48
Brown, Justice	\$ 5,434.97
Buchweitz, Savanah Raelyn	\$ 4,322.84
Christie, Sean A	\$ 8,870.61
Evans, Amy	\$ 3,959.83
Fahy, Wayne W	\$ 7,637.25
Gutierrez, Monique Adriana	\$ 3,959.06
Haugan, Margaret H	\$ 7,984.78
Jones, Chloe G	\$ 4,526.83
Langlais, Sidney Grace	\$ 4,019.29
Lausch, Jacqueline	\$ 6,419.52
Lonis, Ashleigh	\$ 5,337.50
Newman, Samantha	\$ 5,274.94
Pakkala, Paige Lillian	\$ 4,105.57
Pletcher, Larkyn Anna	\$ 3,728.72
Roehm, Brandi	\$ 4,145.79
Yost, Braydon Gage	\$ 4,620.39
Totals for Department Dispatch	
Total	\$ 90,495.37

Department: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 7,536.90
Foley, Taylor	\$ 5,273.73
Geigle, Brianna Paige	\$ 5,820.72
Hernandez, Gabriel	\$ 4,896.19
Hoffart, Jesse	\$ 7,450.92
Huettl, Emily	\$ 9,728.69
King, Matthew R	\$ 7,269.21
Meyer, Lance E	\$ 12,681.08
Ramos, Nicole	\$ 6,115.39
Ravula, Pravalika	\$ 4,660.65

Name	Gross Pay
Romann, Alicia A	\$ 5,820.60
Steckler, Thomas E	\$ 8,023.91
Vorgitch, Julia	\$ 4,896.19
Totals for Department Engineering	
Total	\$ 90,174.18

Department: Finance	
Name	Gross Pay
Burns, Callie S	\$ 6,918.96
Grabow, Randi L	\$ 5,540.24
Lakefield, David	\$ 13,442.64
Nerem, Laurisa	\$ 5,019.15
Nishek, Laurie	\$ 5,678.72
Olson, Jaelee	\$ 5,273.73
Schmidt, Susan	\$ 5,540.24
Shefstad, Brittany J	\$ 6,268.26
Shelkey, Melody L	\$ 8,048.91
Van Grinsven, Kristin	\$ 6,750.18
Variste, Jeanny	\$ 4,784.41
Zeece, Holly	\$ 5,820.72
Zelinski, Jenna M	\$ 8,881.91
Totals for Department Finance	
Total	\$ 87,968.07

Department: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 9,078.34
Brown, Robby	\$ 6,774.82
Burns, Austin T	\$ 9,103.34
Hammer, Stuart	\$ 7,381.50
Hardy, Glen A	\$ 9,753.69
Klein, Adam Jerome	\$ 6,750.18
Kronschnabel-Dostert, Kelli	\$ 13,417.64
Maxwell, Mason W	\$ 9,728.69
Seifert, Travis J	\$ 7,333.82
Weber, Brent A	\$ 10,269.72
Totals for Department Fire - Administration	
Total	\$ 89,591.74

Department: Fire Control	
Name	Gross Pay
Aasen, Jerad Eugene	\$ 4,666.80
Ahles, Michael Thomas	\$ 4,557.36

Name	Gross Pay
Allen, Scott	\$ 5,319.43
Anderson, Joseph	\$ 4,818.53
Angelo, Jason	\$ 5,515.67
Baker, Griffin Joseph	\$ 4,526.31
Beck, Kyle W	\$ 7,631.86
Berntson, Austin	\$ 6,114.00
Boechler, Matthew A	\$ 5,263.30
Burgess, Justin T	\$ 7,829.22
Christen, Tyler	\$ 5,927.54
Coleman, Alexander	\$ 5,794.51
Croxall, Jeremy M	\$ 6,397.12
Degele, Travis W	\$ 7,895.07
Dockter, James	\$ 7,622.41
Eull, Mitchell	\$ 6,036.94
Filkins, Jacob E	\$ 6,169.52
Garberg, Tully D	\$ 6,905.70
Ghent, Tyler	\$ 4,365.27
Gilliss, Shane	\$ 7,551.63
Green, Brady Michael	\$ 5,214.00
Hall, Aiden Michael	\$ 4,283.76
Hanselman, Andrew J	\$ 7,895.07
Hanson, Myles	\$ 6,657.22
Haskins, Patrick	\$ 5,109.58
Kristiansen, Hans	\$ 8,155.52
Laks, Damon	\$ 5,213.26
Laskowski, Paul J	\$ 7,895.07
Lentz, Jacob W	\$ 9,054.75
Mathieson, Mark	\$ 6,080.25
Meadows, Casey D	\$ 8,841.82
Meadows, Jaydee	\$ 5,615.15
Meyer, Trent	\$ 4,840.34
Nelson, Brady Kent	\$ 4,308.23
Nerem, Jesse	\$ 5,760.97
Newman, Phillip	\$ 5,250.38
Olson, Joshua	\$ 6,432.20
Peterson, Aaron P	\$ 7,913.19
Raymond, Daniel	\$ 7,238.11
Rice, Alec D	\$ 5,432.51
Rohrbach, Robert A	\$ 6,566.13
Ross, Michael T	\$ 5,034.89
Rostberg, Casey	\$ 6,025.22
Safranski, Dustin M	\$ 6,433.24
Schill, Kyle	\$ 5,429.82
Schoenborn, Matthew Lee	\$ 5,170.48
Schriock, Kerry W	\$ 11,120.43

Name	Gross Pay
Shoemaker, Charles	\$ 5,954.54
Staples, Kayden	\$ 4,601.80
Tancabel, Andrew	\$ 6,129.69
Taylor, Matthew	\$ 4,650.91
Tougas, Brady W	\$ 7,329.70
Urban, Augustus	\$ 6,625.59
Vilandre Hauser, Davin Jesse	\$ 4,074.00
Walhood, Bradley	\$ 6,256.22
Walter, Devin M	\$ 8,801.07
Wedar, Elijah Joseph	\$ 4,447.92
West, Jason	\$ 7,125.44
Wolf, Hunter	\$ 4,586.70
Zabka, Aaron	\$ 5,581.91
Totals for Department Fire Control	
Total	\$ 370,045.27

Department: Human Resources	
Name	Gross Pay
Beck, Kelly	\$ 8,430.14
Eichstadt, Monica L	\$ 6,943.96
Scott, Courtney K	\$ 5,565.24
Thurston, Brittany Charlotte	\$ 7,116.94
Totals for Department Human Resources	
Total	\$ 28,056.28

Department: IT	
Name	Gross Pay
Albertson, Alec	\$ 6,625.57
Herslip, Jacob	\$ 4,353.35
Knudsvig, Miles	\$ 5,429.38
McKibben, Jason S	\$ 9,355.24
Podolski, Tyler	\$ 4,528.36
Ulrickson, Paul M	\$ 8,906.91
Totals for Department IT	
Total	\$ 39,198.81

Department: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 6,267.45
Degroot, Gage	\$ 7,942.05
Hancock, Thomas	\$ 1,957.00
Heizelman, Gerald Lee	\$ 5,404.38
Johnson, Jennifer Lynn	\$ 4,896.19

Name	Gross Pay
Kilichowski, Owen J	\$ 6,425.57
Kimball, Michelle L	\$ 5,512.46
Murphy, Michael J	\$ 7,414.49
Nebitsi, Aundrea Rae	\$ 939.25
Stewart, Tony Earl	\$ 5,965.82
Tillema, Luke	\$ 9,491.36
Totals for Department Inspections	
Total	\$ 62,216.02

Department: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 4,328.89
Anderson, Melissa Ann	\$ 3,626.38
Bullard-Wolf, Christina	\$ 5,492.32
Bullard-Wolf, Travis D	\$ 4,791.51
Canfield, Nathan Leo	\$ 3,381.37
Curelo, Steven	\$ 4,436.43
Foster, Krystle A	\$ 2,825.69
Helgeson, David	\$ 5,205.49
Mullikin, Christopher Ryan	\$ 3,920.18
Reimche, Tyler J	\$ 5,605.38
Shefstad, Allen	\$ 6,462.22
Zuck, Darren S	\$ 5,404.38
Totals for Department Landfill	
Total	\$ 55,480.24

Department: Library	
Name	Gross Pay
Aberle, Craig S	\$ 3,920.01
Baker, Christopher Allan	\$ 1,165.88
Bickell, Destiny Jayd	\$ 3,926.87
Brown, Leah M	\$ 1,498.98
Carswell, Pamela E	\$ 5,587.13
Fagerland, Benjamin	\$ 3,465.28
Frey, Katelin Margaret	\$ 3,407.78
George, Octavia Ruth Hammel	\$ 1,208.43
Hall, Bradley William	\$ 571.02
Humble, Katie	\$ 304.72
Huseth, Valerie	\$ 4,018.61
Julson, Marcia G	\$ 4,656.57
Lien, Kathryn	\$ 3,521.70
Monley, Randi D	\$ 5,317.81
Ostlund, Emily	\$ 5,261.95
Pecoraro, Betty	\$ 3,064.52

Name	Gross Pay
Perryman, Emily	\$ 128.70
Pikka, Joshua	\$ 8,192.28
Possen, Lacey A	\$ 4,372.39
Prevett, Destiney Raine	\$ 1,622.12
Schneibel, Veronica	\$ 4,818.35
Timothy, Scott D	\$ 5,969.56
Wheeler, Mary P	\$ 6,321.28
Williams, David J	\$ 812.82
Wolf, Julie M	\$ 3,641.86
Ziegler, Kassandra M	\$ 4,370.88
Totals for Department Library	
Total	\$ 91,147.50

Department: Metro Planning Org	
Name	Gross Pay
Bosley, Bailey Quinn	\$ 4,033.12
Van Dyke, John W	\$ 9,608.16
Totals for Department Metro Planning Org	
Total	\$ 13,641.28

Department: Municipal Court	
Name	Gross Pay
Beall, Ashley	\$ 4,851.96
Harvey, Kristain	\$ 4,117.86
McCormick, Morgan	\$ 1,800.00
McNicholas, Andrea	\$ 4,337.20
Tallman, Nicole	\$ 5,144.61
Totals for Department Municipal Court	
Total	\$ 20,251.63

Department: NAWS Biota Plan	
Name	Gross Pay
Kittelson, Collin	\$ 6,115.83
O'Keefe, Kevin M	\$ 5,931.49
Parsons, John	\$ 3,825.01
Solberg, Dana	\$ 4,027.39
Walker, James Alonso	\$ 6,285.83
Totals for Department NAWS Biota Plan	
Total	\$ 26,185.55

Department: National Disaster Recover	
Name	Gross Pay

Name	Gross Pay
Erickson, Jodi Wynn	\$ 6,750.18
Totals for Department National Disaster Recover	
Total	\$ 6,750.18

Department: PW Utility Admin	
Name	Gross Pay
Cofell, Benjamin H	\$ 8,389.03
Cuypers, Anthony J	\$ 4,547.78
Hoyt, Kari L	\$ 5,936.74
Meyer, Veronica M	\$ 9,305.24
Schettler, Tristan	\$ 6,115.39
Sorenson, Jason S	\$ 11,953.50
Totals for Department PW Utility Admin	
Total	\$ 46,247.68

Department: Planning	
Name	Gross Pay
Billingsley, Brian	\$ 11,608.42
Diedrichsen, Douglas Craig	\$ 9,034.03
Falconer, Daniel	\$ 5,676.38
Hornberger, Hannah L.	\$ 4,436.43
Totals for Department Planning	
Total	\$ 30,755.26

Department: Police - Administration	
Name	Gross Pay
Bachmeier, Kendra	\$ 3,647.21
Beaulieu, Thomas Richard	\$ 4,777.33
Chapman, David J	\$ 9,078.34
Church, Jenna J	\$ 4,257.86
Foley, Jared S	\$ 10,631.37
Frye, Michael William	\$ 11,327.26
Guthrie, Trisha K	\$ 4,763.64
Haug, Shane M	\$ 9,259.91
Klug, John M	\$ 3,075.90
Kolnes, Kimberly	\$ 4,024.96
Mathieson, Nicole	\$ 3,920.18
Roberts, Christine L	\$ 5,404.38
Sandusky, Caisee M	\$ 9,653.95
Schmidt, Denise	\$ 3,552.35
Sundbakken, Jason J	\$ 10,473.46
Totals for Department Police - Administration	
Total	\$ 97,848.10

Department: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 8,232.84
DeNovio, William	\$ 6,913.80
Dyke, Darren M	\$ 9,259.91
Guerton, Kristin	\$ 6,762.34
Hanks, Elijah	\$ 8,213.08
Heringer, Rebecca	\$ 5,833.65
Johnson, Charles S	\$ 8,484.41
Plessas, Dale J	\$ 10,785.42
Reis, Shawn	\$ 7,127.18
Roach, Andrew	\$ 8,325.42
Sumlin, Robbie M	\$ 7,371.28
Wheeling, Jill	\$ 4,120.24
Totals for Department Police - Investigations	
Total	\$ 91,429.57

Department: Police - Patrol	
Name	Gross Pay
Andrade, Memorie	\$ 7,408.76
Bach, Kolbe M	\$ 8,890.91
Baker, Cody	\$ 6,486.25
Bambenek, Jason L	\$ 8,293.24
Bartlett, Alec	\$ 6,094.39
Berentson, Taylor	\$ 6,461.95
Black, Winston	\$ 2,364.80
Boyungs, Alex Artino	\$ 4,750.75
Burghardt, Thomas	\$ 7,462.15
Burtch, Tyler R	\$ 6,559.30
Carter, Ronald	\$ 7,419.84
Casarez, Andres	\$ 8,075.24
Connole, Michael W	\$ 9,455.32
Daniels, John Ryan	\$ 4,998.81
Dolenc, Sally Elizabeth	\$ 4,660.65
Gonzales, Daniel	\$ 8,494.47
Greenlees, Alexander	\$ 5,054.45
Hall, Cullen	\$ 8,683.06
Halseth, Landon Lee	\$ 1,605.98
Hardy, Aaron Lee	\$ 5,829.45
Harrington, Alexander D	\$ 8,737.71
Hathaway, Eric	\$ 6,352.67
Herba, Atlantis Starr	\$ 5,351.84
Hess, Andrew M	\$ 6,831.40
Hess, Belinda	\$ 9,672.49

Name	Gross Pay
Hunter, Mark	\$ 5,725.86
Jackson, Joseph James	\$ 5,479.49
Jensen, Taylor A	\$ 9,320.60
Jernigan, Brandon Keith	\$ 5,545.08
Johnson, Greg W	\$ 9,833.60
Kent, Cutter Zayne Dale	\$ 1,173.43
Kiss, Sarah	\$ 5,055.53
Lakoduk, Ross Allen Macklin	\$ 9,275.80
Lee, Kerrington	\$ 961.59
Lehner, Madison Cameron	\$ 5,822.79
Lightfoot, Jasir Shively	\$ 5,132.14
Luck, Jayden James	\$ 5,520.04
Maasjo, Justin Harris	\$ 5,027.85
Mathieson, Andrew Michael	\$ 5,267.09
McGraw, Gregory Allen	\$ 6,002.31
Mehlhoff, Andrew K	\$ 2,153.00
Miller, Cody Lee	\$ 9,187.49
Miller, Gannon E	\$ 7,532.50
Montreal, Jacob Thomas	\$ 4,757.63
Moss, Aaron D	\$ 308.00
Myers, Zackery Colin	\$ 4,893.72
Noyes, Joshua D	\$ 12,774.27
Ostrum, Ryan Lee	\$ 5,085.89
Pfeiffer, Peggy	\$ 5,561.37
Pollman, Dana	\$ 7,221.79
Presley, Jessica L	\$ 8,257.37
Rakes, Aubrey	\$ 1,616.55
Roberts, Bobby R	\$ 5,117.87
Ruelle, Tyler J	\$ 9,078.34
Rynestad, Jersey	\$ 6,252.31
Schoenrock, Stephen J	\$ 8,600.52
Schuster, Colton	\$ 1,619.34
Sedillo, Anthony Abran	\$ 4,998.81
Shaide, Kristian	\$ 9,032.54
Shaw, Cara Morgan	\$ 4,547.77
Smith, Ezekiel William Zachary	\$ 4,660.65
Smith, Wyatt Cordell	\$ 5,600.02
Squyres, Heidi	\$ 3,590.78
Strandemo, Cole A	\$ 8,123.79
Sullivan, Christian	\$ 5,701.00
Sundheim, Justin C	\$ 10,473.46
Washington, Anthony L	\$ 7,985.75
Wegner, Shawn P	\$ 9,422.79
Wheeler, Daniel B	\$ 8,642.32
Williams, Brian	\$ 7,226.37

Name	Gross Pay
Young, Carrie A	\$ 6,629.24
Totals for Department Police - Patrol	
Total	\$ 447,792.33

Department: Property Maintenance	
Name	Gross Pay
Brandt, Kelly G	\$ 7,450.92
Ciccarelli, Amy Jo	\$ 3,552.35
Coughlin, Brent	\$ 4,565.49
Dyson, Andrew Robert	\$ 3,781.67
Espe, Scott A	\$ 4,029.44
Hall, Arlie Rae	\$ 3,330.90
Knatterud, Dena M	\$ 4,120.50
Reinemann, Christopher Jones	\$ 4,349.19
Smith, Samuel Allen	\$ 4,931.79
Totals for Department Property Maintenance	
Total	\$ 40,112.25

Department: Public Information	
Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 7,450.92
Kvigne, T	\$ 5,430.08
Obenchain, Bryan	\$ 5,429.38
Totals for Department Public Information	
Total	\$ 18,310.38

Department: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 11,384.26
Obergfell, Jason R.	\$ 4,896.19
Totals for Department Public Works - Administra	
Total	\$ 16,280.45

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 5,546.08
Brock, William	\$ 4,163.15
Hamel, Scott	\$ 5,849.32
Ingold, Douglas A	\$ 5,082.77
Kraft, Joshua B	\$ 3,948.82
Lakoduk, Daltyn J	\$ 5,423.78
Oange, Zephaniah N	\$ 11,474.62

Name	Gross Pay
Reynolds, Nicholas R	\$ 6,743.65
Rice, Brian Richard	\$ 3,763.01
Shurtleff, Michael J	\$ 4,438.62
Simonson, Christopher A	\$ 5,402.53
Turner, Christopher Ryan	\$ 1,763.60
Totals for Department Sanitation	
Total	\$ 63,599.95

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 4,177.71
Brevik, Dax	\$ 5,230.95
Cimino, Robert Paul	\$ 5,276.38
Knoop, Scot M	\$ 5,574.22
LaValley, Christopher	\$ 4,120.24
Marmon, Shannon L	\$ 6,140.00
Olstad, Karlain L	\$ 4,328.36
Racine, Riley	\$ 4,018.61
Trana, Sebastian Leigh	\$ 2,375.29
Totals for Department Sewer Pumping	
Total	\$ 41,241.76

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	\$ 3,604.47
Espe, Mark W	\$ 7,007.97
Heizelman, Dean A	\$ 4,337.21
Herslip, Christopher C	\$ 4,335.59
Iglesias, Adrian	\$ 5,152.60
Ness, Kohlton Izik	\$ 3,219.19
Rockwell, Nicholas paul	\$ 3,472.37
VanSickle, Edward	\$ 3,607.05
Totals for Department Storm-Sewer	
Total	\$ 34,736.45

Department: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 3,552.35
Archer, Ronald Patrick	\$ 3,728.58
Boyett II, Jimmy Dearild	\$ 3,214.23
Braaten, Kevin A	\$ 9,259.91
Ciccarelli, Robert S	\$ 1,430.71
Clouse, Michael Andrew	\$ 68.00

Name	Gross Pay
Fredericksen, Brandon L	\$ 5,734.26
Grant, Zachary L	\$ 7,245.00
Gruse, Richard	\$ 3,561.60
Harvey, Dale A	\$ 5,875.44
Herzog, Rodney	\$ 3,923.83
Huntzinger, Brian D	\$ 5,707.24
Kueffler, Alexander	\$ 3,920.18
Lower, Robert	\$ 4,343.11
MacKay, Brooke	\$ 4,547.21
Mathwich, Mark Richard	\$ 3,303.19
Mennem, Joseph	\$ 3,183.17
Monley, Lucus	\$ 5,147.81
Neuhalfen, Scott J	\$ 145.90
Opperde, Darin B	\$ 4,120.24
Oswalt, Matthew	\$ 4,538.83
Petty, Zachary Douglas	\$ 3,737.22
Rutherford, Robert Hart	\$ 3,737.22
Scofield, Garrett D	\$ 4,095.91
Skinner, Lehmann	\$ 4,919.56
Thompson, Shawn Scott	\$ 3,408.72
Vind, Roger T	\$ 6,062.96
Wood, Justin G	\$ 5,820.60
Totals for Department Street Department	
Total	\$ 118,332.98

Department: Traffic	
Name	Gross Pay
Behrens, Jeffrey W	\$ 6,456.85
Bieger, Michael	\$ 3,978.54
Degenstein, Joseph	\$ 4,943.99
Derr, Nathan P	\$ 4,972.84
Joersz, Stephen	\$ 9,511.08
Rodman, David F	\$ 7,272.16
Steen, Jeffery	\$ 2,096.12
Totals for Department Traffic	
Total	\$ 39,231.58

Department: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	\$ 2,201.56
Billings, Douglas E	\$ 4,197.63
Cooper, Dean	\$ 1,943.03
Cutaiar, Joseph	\$ 6,363.80
Hochsprung, Kory	\$ 4,864.13

Name	Gross Pay
Horinka, Brian L	\$ 9,422.85
Lawrence, Stephen Chase	\$ 3,747.17
Madison, Samantha Jo	\$ 3,487.11
Newbury-Thomas, Tina M	\$ 4,676.55
Olson, Sheri	\$ 4,059.90
Robinson, Nicole	\$ 4,644.18
Schalesky, Marty	\$ 3,800.36
Shekleton, Michael	\$ 4,720.88
Stacy, Brent Allen	\$ 3,760.24
Totals for Department Transit/Bus	
Total	\$ 61,889.39

Department: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 4,660.65
Dutenhafer, Miranda S	\$ 5,678.64
Zappone, Maria Katherine	\$ 3,299.11
Totals for Department Utility Billing	
Total	\$ 13,638.40

Department: Water Distribution	
Name	Gross Pay
Bergrude, Carson	\$ 3,970.93
Burckhard, Terry	\$ 3,938.41
Burnley, Cory	\$ 4,608.91
Christianson, Kurt A	\$ 5,784.49
Erhardt, Garrett	\$ 3,748.79
Finken, Chad G	\$ 5,888.86
Hammell, Sarah Elizabeth	\$ 3,218.44
Higgins, Damion Joseph	\$ 3,731.46
Hudson, Kasey L	\$ 5,654.92
Kelly, Kevin J	\$ 6,133.04
Mason, Alexander James	\$ 3,397.09
Murrieta, Rebecca	\$ 3,428.53
Persinger, Michael	\$ 1,509.54
Randash, Brian K	\$ 7,516.92
Rice, James Andrew	\$ 3,410.29
Rieke, Dustin B	\$ 5,971.29
Robinson, Derek	\$ 5,168.56
Westergaard, Steve B	\$ 7,272.82
Totals for Department Water Distribution	
Total	\$ 84,353.29

Department: Water Treatment Plant	
Name	Gross Pay
Andrysiak, Richard J	\$ 4,187.93
Dinsmoore, Marissa R	\$ 4,602.03
Haider, Mark A	\$ 5,725.58
Hall, Steven M	\$ 946.56
Jenkins, Jordan William	\$ 3,442.68
Kopp, Timothy	\$ 5,408.74
Lopez, Ryan	\$ 4,268.32
Mason, Jonathan William	\$ 3,595.29
Paddock, Mark A	\$ 8,420.20
Parton, Janet L	\$ 5,651.22
Plesuk, Sara Dawn	\$ 5,065.73
Reimche, Keith R	\$ 5,894.58
Renaud, Zachery John	\$ 4,596.92
Rensland, Brandon T	\$ 5,851.39
Seifert, Justin R	\$ 7,630.96
Sims, Aaron	\$ 3,846.48
Solberg, Stuart	\$ 115.38
West, Samantha M	\$ 3,756.07
Totals for Department Water Treatment Plant	
Total	\$ 83,006.06
Grand Totals	
Total	\$ 2,705,210.56

Posting date	Transaction date	Supplier	Amount
2/23/2026	2/19/2026	Bismarck My Place	90.00
2/23/2026	2/19/2026	Economy Auto Glass	250.00
2/23/2026	2/19/2026	Napa Parts 0027632	15.72
2/23/2026	2/19/2026	Thomas Scientific Holdin	47.66
2/23/2026	2/19/2026	Hilton Hotel Sandestin	1,076.32
2/23/2026	2/19/2026	Softchoice Corporation	83.21
2/23/2026	2/20/2026	Factory Motor Parts (93)	54.00
2/23/2026	2/20/2026	Macs Minot, Nd	137.98
2/23/2026	2/20/2026	Harbor Freight Tools3246	150.84
2/23/2026	2/20/2026	Acme Tools Minot	13.47
2/23/2026	2/20/2026	Rhi Supply Minot	13.54
2/23/2026	2/20/2026	Amazon Mark* 4d53t12i3	110.10
2/23/2026	2/20/2026	Galls	1,516.02
2/23/2026	2/20/2026	4 All Promos	508.56
2/23/2026	2/20/2026	Amazon Reta* B96be8mf2	227.76
2/23/2026	2/20/2026	Amazon Mktpl	25.43
2/23/2026	2/20/2026	Dacotah Paper Co	1,830.11
2/23/2026	2/20/2026	Ls Duffys Hockey And	63.00
2/23/2026	2/20/2026	North Country Sports	56.00
2/23/2026	2/20/2026	Ferguson Entprs 3094	260.21
2/23/2026	2/20/2026	Ferguson Entprs 3094	218.00
2/23/2026	2/20/2026	Dacotah Paper Co	1,470.96
2/23/2026	2/20/2026	Amazon Mktpl	33.41
2/23/2026	2/20/2026	Napa Parts 0027632	82.85
2/23/2026	2/20/2026	Tst* Minot Badlands Resta	43.08
2/23/2026	2/20/2026	Butler Machinery Company	38.75
2/23/2026	2/20/2026	Schocks Safe And Lock Se	6.72
2/23/2026	2/20/2026	Macs Minot, Nd	9.98
2/23/2026	2/20/2026	National Registry Emt	25.00
2/23/2026	2/20/2026	National Registry Emt	25.00
2/23/2026	2/20/2026	Rescue Essentials	184.00
2/23/2026	2/20/2026	The Atp Group, Inc	154.95
2/23/2026	2/20/2026	Intl Code Council Inc	255.00
2/23/2026	2/20/2026	Tmg Business Services	165.75
2/23/2026	2/20/2026	Tmg Business Services	98.25
2/23/2026	2/21/2026	Amazon Mktpl	419.58
2/23/2026	2/21/2026	Amazon.Com*ke6kc5qs3	25.46
2/23/2026	2/21/2026	Intl Code Council Inc	255.00
2/23/2026	2/21/2026	Oreilly 1537	4.15
2/23/2026	2/21/2026	Rescue Essentials	184.00
2/23/2026	2/21/2026	Amazon Mktpl	20.89
2/23/2026	2/21/2026	Airbnb * Hm9cq3nhfx	805.62
2/23/2026	2/22/2026	Budget Rent A Car	110.04

2/23/2026	2/22/2026 Radisson Plaza Hotel A	441.60
2/23/2026	2/22/2026 Paypal	13.50
2/23/2026	2/22/2026 Shsnd-Museum Bismarck	184.84
2/23/2026	2/22/2026 Apex Minec* Apex Hosti	74.21
2/24/2026	2/23/2026 Tickets*from React	153.54
2/24/2026	2/23/2026 Gms Presen* Tickets-Re	153.54
2/24/2026	2/23/2026 Tickets*officer Sa	153.54
2/24/2026	2/23/2026 Northwest Tire #04 Minot	38.50
2/24/2026	2/23/2026 Elite K9 Inc 2	259.52
2/24/2026	2/23/2026 Amazon Mktpl	199.99
2/24/2026	2/23/2026 Amazon Mktpl	327.90
2/24/2026	2/23/2026 Amazon Mktpl	368.89
2/24/2026	2/23/2026 Fastenal Company 01ndmin	152.20
2/24/2026	2/23/2026 Dxp Enterprises	63.90
2/24/2026	2/23/2026 Sherwin-Williams703380	16.00
2/24/2026	2/23/2026 Macs Minot, Nd	17.38
2/24/2026	2/23/2026 The Library Store	329.73
2/24/2026	2/23/2026 Column Public Notice	112.59
2/24/2026	2/23/2026 Column Public Notice	144.18
2/24/2026	2/23/2026 Column Public Notice	582.39
2/24/2026	2/23/2026 Column Public Notice	298.89
2/24/2026	2/23/2026 Column Public Notice	298.89
2/24/2026	2/23/2026 Column Public Notice	308.61
2/24/2026	2/23/2026 Column Public Notice	303.75
2/24/2026	2/23/2026 Hotelcom73380918756055	674.68
2/24/2026	2/23/2026 Tractor-Supply-Co #0130	19.99
2/24/2026	2/23/2026 Curb Lv Taxi Lucky	32.34
2/24/2026	2/23/2026 Runnings Of Minot	24.99
2/24/2026	2/23/2026 Macs Minot, Nd	22.98
2/24/2026	2/23/2026 Macs Minot, Nd	(22.98)
2/24/2026	2/23/2026 Macs Minot, Nd	22.98
2/24/2026	2/23/2026 National Registry Emt	25.00
2/24/2026	2/24/2026 Dmi* Dell K-12/Govt	251.99
2/25/2026	2/6/2026 Zoro Tools Inc	241.16
2/25/2026	2/23/2026 Menards Minot Nd	58.26
2/25/2026	2/23/2026 Menards Minot Nd	118.96
2/25/2026	2/23/2026 Rhi Supply Minot	213.97
2/25/2026	2/23/2026 Napa Parts 0027632	51.41
2/25/2026	2/23/2026 Menards Minot Nd	52.39
2/25/2026	2/23/2026 Economy Auto Glass	19.99
2/25/2026	2/23/2026 Fedex398990232619	26.93
2/25/2026	2/23/2026 Everspring Inn Bismarc	110.00
2/25/2026	2/23/2026 Officemax/Depot 6513	22.99
2/25/2026	2/23/2026 Rdo Equipment-Minot	110.88

2/25/2026	2/23/2026 Mocic	250.00
2/25/2026	2/23/2026 Country Inn & Suites -	119.97
2/25/2026	2/23/2026 Fedex399000092266	15.25
2/25/2026	2/23/2026 Everspring Inn Bismarc	110.00
2/25/2026	2/24/2026 All American Trophies Scr	76.00
2/25/2026	2/24/2026 Acme Tools Minot	1,929.99
2/25/2026	2/24/2026 Acme Tools Minot	46.50
2/25/2026	2/24/2026 Amazon Mktpl	9.39
2/25/2026	2/24/2026 Northwest Tire #04 Minot	2,401.25
2/25/2026	2/24/2026 Amazon Mark* Be9la4ld2	506.40
2/25/2026	2/24/2026 Galls	441.46
2/25/2026	2/24/2026 4imprint, Inc	2,986.76
2/25/2026	2/24/2026 Budget Rent A Car	(110.04)
2/25/2026	2/24/2026 Sp Trudoor	552.95
2/25/2026	2/24/2026 National Registry Emt	25.00
2/25/2026	2/24/2026 Acme Tools Minot	14.42
2/25/2026	2/24/2026 National Registry Emt	25.00
2/25/2026	2/24/2026 Tractor-Supply-Co #0130	1,799.96
2/25/2026	2/24/2026 Canva* I04802-59756069	77.40
2/25/2026	2/24/2026 Ecolab Inc	162.45
2/25/2026	2/24/2026 Thomson West	500.00
2/25/2026	2/24/2026 Amazon Mktpl	81.97
2/25/2026	2/24/2026 Wal-Mart #1636	46.15
2/25/2026	2/25/2026 Amazon.Com*b98u34ab1	111.80
2/25/2026	2/25/2026 Ms* Thebismarckhotela	243.10
2/26/2026	2/22/2026 Radisson Plaza Hotel A	(23.04)
2/26/2026	2/24/2026 Menards Minot Nd	254.71
2/26/2026	2/24/2026 Menards Minot Nd	49.00
2/26/2026	2/24/2026 Menards Minot Nd	107.07
2/26/2026	2/24/2026 Titan Machine	130.92
2/26/2026	2/24/2026 Titan Machine	60.00
2/26/2026	2/24/2026 Titan Machine	(60.00)
2/26/2026	2/24/2026 Rdo Equipment-Minot	172.11
2/26/2026	2/24/2026 Butler Machinery Company	293.55
2/26/2026	2/24/2026 Everspring Inn Bismarc	110.00
2/26/2026	2/24/2026 Menards Minot Nd	52.74
2/26/2026	2/25/2026 Happy Joes Pizza - 66 - M	238.32
2/26/2026	2/25/2026 Muus Lumber And Hardware-	64.16
2/26/2026	2/25/2026 Northwest Tire #04 Minot	3,595.06
2/26/2026	2/25/2026 Loves #0849 Outside	24.60
2/26/2026	2/25/2026 Amazon Mark* Be1ej3jw2	99.90
2/26/2026	2/25/2026 Balco Uniform Co Inc	688.00
2/26/2026	2/25/2026 Gerdau Ameristeel Minot	2.35
2/26/2026	2/25/2026 All American Trophies Scr	43.00

2/26/2026	2/25/2026 Best Buy 00010637	96.74
2/26/2026	2/25/2026 Ferguson Entprs 3094	218.00
2/26/2026	2/25/2026 Macs Minot, Nd	67.94
2/26/2026	2/25/2026 Harbor Freight Tools3246	27.94
2/26/2026	2/25/2026 Minot Area Chamber	300.00
2/26/2026	2/25/2026 North Dakota Leagueofcit	200.00
2/26/2026	2/25/2026 Amazon Mktpl	74.46
2/26/2026	2/25/2026 In *dakota Fire Extinguis	99.95
2/26/2026	2/25/2026 Py *international Municip	100.00
2/26/2026	2/25/2026 In *stallion Air Incorpor	301.90
2/26/2026	2/25/2026 Arrowhead Ace	71.97
2/26/2026	2/25/2026 Cradlepoint	2,130.00
2/26/2026	2/25/2026 Oday Equipment Llc	359.45
2/26/2026	2/25/2026 Dakota Fence Company	650.00
2/26/2026	2/25/2026 Dacotah Paper Co	792.77
2/26/2026	2/25/2026 In *dakota Fire Extinguis	8.50
2/26/2026	2/25/2026 In *dakota Fire Extinguis	96.02
2/26/2026	2/25/2026 In *dakota Fire Extinguis	56.69
2/26/2026	2/25/2026 Amazon Mktpl	495.57
2/27/2026	2/24/2026 Odp Bus Sol Llc# 106513	40.25
2/27/2026	2/25/2026 Menards Minot Nd	4.96
2/27/2026	2/25/2026 The Home Depot #3703	53.92
2/27/2026	2/25/2026 Officemax/Depot 6513	257.34
2/27/2026	2/25/2026 Menards Minot Nd	1,321.43
2/27/2026	2/25/2026 Menards Minot Nd	86.53
2/27/2026	2/25/2026 Officemax/Depot 6513	34.39
2/27/2026	2/25/2026 Menards Minot Nd	22.30
2/27/2026	2/25/2026 Thomas Scientific Holdin	41.76
2/27/2026	2/26/2026 Nddot-DL-Minot	18.00
2/27/2026	2/26/2026 Macs Minot, Nd	39.52
2/27/2026	2/26/2026 Twin City Garage Door Gar	119.00
2/27/2026	2/26/2026 Schocks Safe And Lock Se	33.60
2/27/2026	2/26/2026 Amazon Mktpl	92.95
2/27/2026	2/26/2026 Amazon Mktpl	1,022.45
2/27/2026	2/26/2026 Column Public Notice	72.90
2/27/2026	2/26/2026 Column Public Notice	171.72
2/27/2026	2/26/2026 Hach Company	308.03
2/27/2026	2/26/2026 Att	94.52
2/27/2026	2/26/2026 Dxp Enterprises	472.04
2/27/2026	2/26/2026 Amazon Mktpl	46.48
2/27/2026	2/26/2026 Amazon Reta* B12ez9ym0	24.58
2/27/2026	2/26/2026 Enterprise Rent-A-Car	443.77
2/27/2026	2/26/2026 Sp Steadfast	379.00
2/27/2026	2/27/2026 Amazon Mktpl	53.30

3/2/2026	2/26/2026 Rhi Supply Minot	25.78
3/2/2026	2/26/2026 Menards Minot Nd	21.99
3/2/2026	2/26/2026 Homes To Suites By Hilton	137.50
3/2/2026	2/26/2026 Americinn	244.20
3/2/2026	2/26/2026 Hobby Lobby #382	92.57
3/2/2026	2/26/2026 Menards Minot Nd	405.29
3/2/2026	2/26/2026 Candlewood Suites	104.51
3/2/2026	2/26/2026 Radisson Hotel Bismarc	293.38
3/2/2026	2/26/2026 Menards Minot Nd	8.98
3/2/2026	2/26/2026 Marketplace Foods S	335.16
3/2/2026	2/26/2026 Best Western Plus Fargo	118.99
3/2/2026	2/26/2026 Gh Pacific Rst & Cc	1,831.20
3/2/2026	2/27/2026 In *nd Post	46.35
3/2/2026	2/27/2026 In *nd Post	45.00
3/2/2026	2/27/2026 Muus Lumber And Hardware-	99.90
3/2/2026	2/27/2026 Menards Minot Nd	138.01
3/2/2026	2/27/2026 Acme Tools Minot	29.97
3/2/2026	2/27/2026 Menards Minot Nd	47.96
3/2/2026	2/27/2026 Amazon Mktpl	258.99
3/2/2026	2/27/2026 Marketplace Foods	216.00
3/2/2026	2/27/2026 Cookies For You	133.77
3/2/2026	2/27/2026 The Core Media Group Inc	27.45
3/2/2026	2/27/2026 Paypal	500.00
3/2/2026	2/27/2026 Zoro Tools Inc	33.98
3/2/2026	2/27/2026 Zoro Tools Inc	75.85
3/2/2026	2/27/2026 Zoro Tools Inc	266.15
3/2/2026	2/27/2026 Hlu*huluplus	12.99
3/2/2026	2/27/2026 Hlu*huluplus	12.99
3/2/2026	2/27/2026 Amazon Mktpl	12.00
3/2/2026	2/27/2026 Amazon Mktpl	9.63
3/2/2026	2/27/2026 Harbor Freight Tools3246	241.34
3/2/2026	2/27/2026 Accurate Safety Distribut	85.79
3/2/2026	2/27/2026 Menards Minot Nd	124.44
3/2/2026	2/27/2026 National Registry Emt	25.00
3/2/2026	2/27/2026 Menards Minot Nd	18.99
3/2/2026	2/27/2026 Napa Parts 0027632	229.33
3/2/2026	2/27/2026 Wizards Of Coast, Inc	58.01
3/2/2026	2/27/2026 Ems Education	1,004.00
3/2/2026	2/27/2026 Rhi Supply Minot	289.89
3/2/2026	2/27/2026 Menards Minot Nd	170.48
3/2/2026	2/27/2026 Menards Minot Nd	1,071.26
3/2/2026	2/27/2026 Butler Machinery Company	(29.80)
3/2/2026	2/27/2026 Vistaprint Corporate Solu	205.94
3/2/2026	2/27/2026 National Safety Council	65.00

3/2/2026	2/28/2026 Amazon Mktpl	177.00
3/2/2026	2/28/2026 Amazon Reta* Be7uz4dx2	108.66
3/2/2026	2/28/2026 Napa Parts 0027632	86.60
3/2/2026	2/28/2026 Chewy.Com	162.98
3/2/2026	2/28/2026 Crunchyroll	11.99
3/2/2026	2/28/2026 Crunchyroll	11.99
3/2/2026	2/28/2026 Amazon Mktpl	20.51
3/2/2026	2/28/2026 Amazon Mktpl	16.68
3/2/2026	2/28/2026 National Registry Emt	25.00
3/2/2026	2/28/2026 Menards Minot Nd	39.84
3/2/2026	2/28/2026 Library Ideas, Llc	582.02
3/2/2026	2/28/2026 Curb Lv Taxi New Ca	36.84
3/2/2026	2/28/2026 Sync.Com* Sync.Com	108.00
3/2/2026	2/28/2026	1.08
3/2/2026	3/1/2026 Sq *arcadia Cognerati	(600.00)
3/2/2026	3/1/2026 Sq *arcadia Cognerati	(600.00)
3/2/2026	3/1/2026 Sq *arcadia Cognerati	(600.00)
3/2/2026	3/1/2026 Amazon Prime	14.99
3/2/2026	3/1/2026 Amazon Mark* B99kc4p50	13.99
3/2/2026	3/1/2026 Sq *arcadia Cognerati	(600.00)
3/2/2026	3/1/2026 Sq *arcadia Cognerati	(600.00)
3/2/2026	3/1/2026 Orleans Hotel & Casino	657.60
3/2/2026	3/1/2026 Sq *arcadia Cognerati	(600.00)
3/2/2026	3/1/2026 Orleans Hotel & Casino	657.60
3/3/2026	3/1/2026 Troy Church Snap On	49.42
3/3/2026	3/1/2026 Menards Minot Nd	34.91
3/3/2026	3/1/2026 Ck Holiday # 06431	200.00
3/3/2026	3/2/2026 Amazon Mktpl	9.49
3/3/2026	3/2/2026 Transportation Security C	1,000.00
3/3/2026	3/2/2026 Zoro Tools Inc	285.35
3/3/2026	3/2/2026 Core & Main Nd002	3,174.53
3/3/2026	3/2/2026 In *bag Llc	315.00
3/3/2026	3/2/2026 Gray Media	237.35
3/3/2026	3/2/2026 Gerdau Ameristeel Minot	3.10
3/3/2026	3/2/2026 Tandem Dog Training	43.05
3/3/2026	3/2/2026 Zoro Tools Inc	21.89
3/3/2026	3/2/2026 Amazon Mktpl	15.38
3/3/2026	3/2/2026 Amazon Mark* B998w0610	143.16
3/3/2026	3/2/2026 Edible Nd Magazine	42.00
3/3/2026	3/2/2026 Amazon Mark* Bp89h9oh2	220.39
3/3/2026	3/2/2026 Amazon Web Services	0.34
3/3/2026	3/2/2026 Acme Tools Minot	466.00
3/3/2026	3/2/2026 Amazon Reta* Be4ly0301	385.77
3/3/2026	3/2/2026 Column Public Notice	308.61

3/3/2026	3/2/2026 Paymentus Corporation	1.25
3/3/2026	3/2/2026 Nd Dept Of Envir Qual	50.00
3/3/2026	3/2/2026 Column Public Notice	53.46
3/3/2026	3/2/2026 Schocks Safe And Lock Se	47.25
3/3/2026	3/2/2026 Acme Tools Minot	76.74
3/3/2026	3/2/2026 Dive Right In Scuba Pl	1,886.00
3/3/2026	3/3/2026 Amazon Mktpl	142.12
3/3/2026	3/3/2026 Amazon Reta* Be13x5jx1	388.59
3/3/2026	3/3/2026 H.A. Thompson & Sons	500.00
3/4/2026	2/25/2026 Payscale Inc	5,000.00
3/4/2026	2/27/2026 Numrich Gun Parts Corpora	13.90
3/4/2026	3/2/2026 Napa Parts 0027632	43.52
3/4/2026	3/2/2026 Red Wing Shoes #825	229.49
3/4/2026	3/2/2026 Autopay/Dish Ntwk	214.12
3/4/2026	3/2/2026 Zoro Tools Inc	28.29
3/4/2026	3/2/2026 Officemax/Depot 6513	120.97
3/4/2026	3/2/2026 Menards Minot Nd	285.63
3/4/2026	3/2/2026 Officemax/Depot 6513	56.15
3/4/2026	3/2/2026 Menards Minot Nd	108.81
3/4/2026	3/2/2026 Menards Minot Nd	182.93
3/4/2026	3/2/2026 Menards Minot Nd	153.57
3/4/2026	3/2/2026 Officemax/Depot 6513	28.49
3/4/2026	3/2/2026 Fire Safety Usa Inc	2,249.25
3/4/2026	3/3/2026 Acme Tools Minot	289.00
3/4/2026	3/3/2026 Linde Gas & Equipment Inc	115.90
3/4/2026	3/3/2026 Zoro Tools Inc	8.25
3/4/2026	3/3/2026 Balco Uniform Co Inc	1,357.00
3/4/2026	3/3/2026 Amazon Mktpl	15.95
3/4/2026	3/3/2026 The Ups Store 1423	16.01
3/4/2026	3/3/2026 Cci Solutions	78.31
3/4/2026	3/3/2026 Cci Solutions	40.50
3/4/2026	3/3/2026 Starlink Internet	5.00
3/4/2026	3/3/2026 Amazon Mktpl	16.99
3/4/2026	3/3/2026 In *minot Sertoma Club	125.00
3/4/2026	3/3/2026 Tlo Transunion	150.00
3/4/2026	3/3/2026 Amazon Mktpl	57.07
3/4/2026	3/3/2026 Amazon Mktpl	47.70
3/4/2026	3/3/2026 Sq *arcadia Cognerati	(600.00)
3/4/2026	3/3/2026 Sq *arcadia Cognerati	(600.00)
3/4/2026	3/3/2026 Amazon Mktpl	179.99
3/4/2026	3/3/2026 Cdw Govt #ai3k24z	154.45
3/4/2026	3/3/2026 Dakota Fluid Power, Inc.	398.87
3/4/2026	3/3/2026 Linde Gas & Equipment Inc	10.67
3/4/2026	3/4/2026 Ck Holiday # 06431	(1.00)

3/4/2026	3/4/2026 Ck Holiday # 06431	1.00
3/4/2026	3/4/2026 Absolute Comfort	125.00
3/4/2026	3/4/2026 Dmi* Dell K-12/Govt	1,821.42
3/4/2026	3/4/2026 Verizon	418.50
3/5/2026	3/3/2026 Menards Minot Nd	48.47
3/5/2026	3/3/2026 Fedex399273393423	19.41
3/5/2026	3/3/2026 Zoro Tools Inc	289.98
3/5/2026	3/3/2026 Menards Minot Nd	164.97
3/5/2026	3/3/2026 Officemax/Depot 6513	182.95
3/5/2026	3/3/2026 Rdo Equipment-Minot	536.61
3/5/2026	3/4/2026 Usabluebook	169.75
3/5/2026	3/4/2026 Tractor-Supply-Co #0130	29.98
3/5/2026	3/4/2026 470 Auto Value - Minot	114.90
3/5/2026	3/4/2026 Ferguson Entprs 3094	395.52
3/5/2026	3/4/2026 Ferguson Entprs 3094	100.41
3/5/2026	3/4/2026 Verizonwrlss	3,580.75
3/5/2026	3/4/2026 National Registry Emt	25.00
3/5/2026	3/4/2026 The Ups Store 1423	67.59
3/5/2026	3/4/2026 Mackin Educational Resour	713.17
3/5/2026	3/4/2026 Column Public Notice	46.17
3/5/2026	3/4/2026 Column Public Notice	358.83
3/5/2026	3/4/2026 Column Public Notice	26.73
3/5/2026	3/4/2026 General Trading Company	143.00
3/5/2026	3/4/2026 In *kym Industries Inc	1,218.23
3/5/2026	3/4/2026 Hach Company	642.00
3/5/2026	3/4/2026 Usps Po 3762880701	22.95
3/5/2026	3/4/2026 Paymentus Corporation	1.25
3/5/2026	3/4/2026 Nd Dept Of Envir Qual	50.00
3/5/2026	3/4/2026 Galls	690.99
3/5/2026	3/4/2026 Fsp*north Dakota Aviation	125.00
3/5/2026	3/5/2026 Tandem Dog Training	43.05
3/5/2026	3/5/2026 Usabluebook	304.95
3/6/2026	3/4/2026 Menards Minot Nd	189.54
3/6/2026	3/4/2026 Menards Minot Nd	96.78
3/6/2026	3/5/2026 470 Auto Value - Minot	114.90
3/6/2026	3/5/2026 470 Auto Value - Minot	57.45
3/6/2026	3/5/2026 470 Auto Value - Minot	114.90
3/6/2026	3/5/2026 470 Auto Value - Minot	114.90
3/6/2026	3/5/2026 Balco Uniform Co Inc	154.00
3/6/2026	3/5/2026 Balco Uniform Co Inc	103.00
3/6/2026	3/5/2026 Mowbray & Son Inc	172.50
3/6/2026	3/5/2026 Mowbray & Son Inc	1,415.95
3/6/2026	3/5/2026 Zoro Tools Inc	11.65
3/6/2026	3/5/2026 Schocks Safe And Lock Se	12.50

3/6/2026	3/5/2026 Amazon Prime	14.99
3/6/2026	3/5/2026 Amazon Prime	14.99
3/6/2026	3/5/2026 Nd Dept Of Envir Qual	50.00
3/6/2026	3/5/2026 Paymentus Corporation	1.25
3/6/2026	3/5/2026 Acme Tools Minot	381.99
3/6/2026	3/5/2026 Column Public Notice	69.66
3/6/2026	3/5/2026 Fsp*north Dakota Aviation	150.00
3/6/2026	3/5/2026 Acme Tools Minot	35.31
3/6/2026	3/5/2026 Acme Tools Minot	128.99
3/6/2026	3/5/2026 Thomson West	410.57
3/6/2026	3/6/2026 Uline *ship Supplies	86.26
3/6/2026	3/6/2026 Tandem Dog Training	43.05
3/9/2026	3/4/2026 Courtyard Bismarck Nor	110.00
3/9/2026	3/5/2026 Officemax/Depot 6513	70.28
3/9/2026	3/5/2026 Menards Minot Nd	74.99
3/9/2026	3/5/2026 Officemax/Depot 6513	144.95
3/9/2026	3/5/2026 Menards Minot Nd	19.99
3/9/2026	3/5/2026 Officemax/Depot 6513	79.34
3/9/2026	3/5/2026 Rhi Supply Minot	67.34
3/9/2026	3/5/2026 Government Finance Off	50.00
3/9/2026	3/6/2026 B2b Prime*bp80x58g2	179.00
3/9/2026	3/6/2026 Balco Uniform Co Inc	599.00
3/9/2026	3/6/2026 Balco Uniform Co Inc	655.00
3/9/2026	3/6/2026 Balco Uniform Co Inc	732.00
3/9/2026	3/6/2026 Balco Uniform Co Inc	422.00
3/9/2026	3/6/2026 Menards Minot Nd	71.73
3/9/2026	3/6/2026 Amazon Prime	14.99
3/9/2026	3/6/2026 Runnings Of Minot	29.97
3/9/2026	3/6/2026 National Registry Emt	25.00
3/9/2026	3/6/2026 The Ups Store 1423	21.71
3/9/2026	3/6/2026 Srt Communications, Inc	916.14
3/9/2026	3/6/2026 Srt Communications, Inc	573.88
3/9/2026	3/6/2026 Srt Communications, Inc	760.17
3/9/2026	3/6/2026 Srt Communications, Inc	360.12
3/9/2026	3/6/2026 Srt Communications, Inc	9,829.63
3/9/2026	3/6/2026 Psychological Resources	500.00
3/9/2026	3/6/2026 Sq *gemar Photography	300.00
3/9/2026	3/6/2026 Tmg Business Services	1,500.75
3/9/2026	3/6/2026 Usps Po 3762880701	293.44
3/9/2026	3/6/2026 Usps Po 3762880701	565.92
3/9/2026	3/6/2026 Marriott Dc Georgetwn	1,154.88
3/9/2026	3/6/2026 Laz Parking L41122-Flash	60.00
3/9/2026	3/6/2026 Officemax/Depot 6513	45.82
3/9/2026	3/6/2026	16.00

3/9/2026	3/6/2026 Schocks Safe And Lock Se	16.00
3/9/2026	3/6/2026 Circul-Air Corp Internati	1,600.00
3/9/2026	3/6/2026 Menards Minot Nd	513.53
3/9/2026	3/7/2026 Sams Club #4933	16.18
3/9/2026	3/7/2026 Fleet Farm 6700	37.79
3/9/2026	3/7/2026 Costco Whse#1380	73.98
3/9/2026	3/7/2026 Nd State Fair-Main Off	900.00
3/9/2026	3/7/2026 Napa Parts 0027632	(22.36)
3/9/2026	3/7/2026 Menards Minot Nd	63.71
3/9/2026	3/7/2026 Acme Tools Minot	319.98
3/9/2026	3/7/2026 Amazon Mktpl	138.77
3/9/2026	3/7/2026 Menards Minot Nd	79.60
3/9/2026	3/7/2026 Fedex399377684642	22.75
3/9/2026	3/7/2026 Fedex399377584570	15.25
3/9/2026	3/7/2026 Lawson Products Inc	716.40
3/9/2026	3/7/2026 Amazon Mktpl	17.13
3/9/2026	3/8/2026 Amazon Mktpl	29.55
3/9/2026	3/8/2026 Vzwlss*apocc Visb	158.16
3/10/2026	3/8/2026 Caseys #3477	48.05
3/10/2026	3/9/2026 Macs Minot, Nd	24.99
3/10/2026	3/9/2026 Linde Gas & Equipment Inc	2,076.43
3/10/2026	3/9/2026 Costco Gas #1380	40.00
3/10/2026	3/9/2026 Usps Po 3762880701	0.78
3/10/2026	3/9/2026 Www.Apwa.Net	124.00
3/10/2026	3/9/2026 Sp Bulletproof Hitch	503.01
3/10/2026	3/9/2026 Iprint Technologies	202.00
3/10/2026	3/9/2026 B&h Photo 800-606-6969	2,463.80
3/10/2026	3/9/2026 Batteries Plus #0639	395.70
3/10/2026	3/9/2026 Swanston Equip Fargo	1,000.00
3/10/2026	3/9/2026 Magic City Car Wash	610.00
3/10/2026	3/9/2026 Heiman Fire Equipment	580.77
3/10/2026	3/9/2026 Dacotah Paper Co	2,524.77
3/10/2026	3/9/2026 Wal-Mart #1636	9.68
3/10/2026	3/9/2026 Wal-Mart #1636	399.60
3/11/2026	3/9/2026 The Home Depot #3703	12.24
3/11/2026	3/9/2026 Officemax/Depot 6513	128.75
3/11/2026	3/9/2026 Kwik Trip #1020	48.50
3/11/2026	3/9/2026 Menards Minot Nd	82.62
3/11/2026	3/9/2026 Bound Tree Medical Llc	203.91
3/11/2026	3/9/2026 Carquest Auto	879.20
3/11/2026	3/9/2026 Officemax/Depot 6513	185.97
3/11/2026	3/9/2026 Menards Minot Nd	37.50
3/11/2026	3/9/2026 Menards Minot Nd	32.95
3/11/2026	3/10/2026 Pryor Learning	149.00

3/11/2026	3/10/2026 Bulk Bookstore	524.50
3/11/2026	3/10/2026 Gumdrop Books	736.24
3/11/2026	3/10/2026 Fireside Office Solution	968.74
3/11/2026	3/10/2026 Titanhq	435.38
3/11/2026	3/10/2026 Galls	9,394.10
3/11/2026	3/10/2026 All American Trophies Scr	30.00
3/11/2026	3/11/2026 Nd Ems Association	40.00
3/11/2026	3/11/2026 Nd Ems Association	300.00
3/11/2026	3/11/2026 Amazon Mktpl	38.03
3/11/2026	3/11/2026 Amazon Mktpl	63.23
3/12/2026	3/9/2026 Menards Minot Nd	(19.99)
3/12/2026	3/10/2026 Menards Minot Nd	25.98
3/12/2026	3/10/2026 Menards Minot Nd	26.63
3/12/2026	3/10/2026 Cenex-Enerbase	48.82
3/12/2026	3/10/2026 Wizards Of Coast, Inc	(58.01)
3/12/2026	3/10/2026 Steins- Minot	318.54
3/12/2026	3/10/2026 Rhi Supply Minot	16.61
3/12/2026	3/10/2026 Tnc Industries Inc	500.00
3/12/2026	3/11/2026 Amazon Mktpl	60.97
3/12/2026	3/11/2026 Amazon Reta* Bd0702g52	42.75
3/12/2026	3/11/2026 Amazon Mktpl	31.99
3/12/2026	3/11/2026 Amazon Mktpl	55.99
3/12/2026	3/11/2026 Usps Kiosk 3762889550	14.05
3/12/2026	3/11/2026 Usps Po 3762880701	177.52
3/12/2026	3/11/2026 Macs Minot, Nd	39.57
3/12/2026	3/11/2026 B&h Photo 800-606-6969	94.55
3/12/2026	3/11/2026 Dacotah Paper Co	73.73
3/12/2026	3/11/2026 Dacotah Paper Co	255.88
3/12/2026	3/11/2026 Wal-Mart #1636	21.38
3/12/2026	3/11/2026 Ndrin-Nd Land Records	30.00
3/12/2026	3/11/2026 Verizonwrlss	99.10
3/12/2026	3/11/2026 Verizonwrlss	29.52
3/12/2026	3/11/2026 Thomson West	410.57
3/12/2026	3/11/2026 All American Trophies Scr	48.00
3/12/2026	3/11/2026 Hach Company	464.00
3/12/2026	3/12/2026 Sp Trueclassictes.C	371.39
3/13/2026	3/11/2026 Carquest Auto	231.64
3/13/2026	3/11/2026 Menards Minot Nd	43.64
3/13/2026	3/11/2026 Elevate By Mia	325.00
3/13/2026	3/11/2026 Kwik Trip #1020	42.97
3/13/2026	3/11/2026 Menards Minot Nd	19.44
3/13/2026	3/11/2026 Candlewood Suites	(13.31)
3/13/2026	3/11/2026 Fedex399533408711	59.90
3/13/2026	3/11/2026 Fedex399533431570	30.50

3/13/2026	3/11/2026 Menards Minot Nd	53.32
3/13/2026	3/11/2026 Radisson Hotel Bismarc	125.60
3/13/2026	3/11/2026 Menards Minot Nd	19.45
3/13/2026	3/11/2026 Radisson Hotel Bismarc	113.50
3/13/2026	3/11/2026 Radisson Hotel Bismarc	125.60
3/13/2026	3/11/2026 Radisson Hotel Bismarc	125.60
3/13/2026	3/11/2026 Radisson Hotel Bismarc	125.60
3/13/2026	3/11/2026 Radisson Hotel Bismarc	125.60
3/13/2026	3/11/2026 Radisson Hotel Bismarc	125.60
3/13/2026	3/11/2026 Red Wing Shoes #825	200.00
3/13/2026	3/12/2026 Vzwrlss*apocc Visb	40.01
3/13/2026	3/12/2026 Eb *ndasrodsasro 2026	125.00
3/13/2026	3/12/2026 Pinkerton Animal Hospi	32.00
3/13/2026	3/12/2026 Amazon Mark* Bp89h9oh2	(11.12)
3/13/2026	3/12/2026 Amazon Mark* Bd51i7b32	15.50
3/13/2026	3/12/2026 Adobe Inc	29.99
3/13/2026	3/12/2026 Verizonwrlss	39.54
3/13/2026	3/12/2026 Lowes Printing	624.00
3/13/2026	3/12/2026 Galls	58.15
3/13/2026	3/12/2026 Arrowhead Ace	54.46
3/13/2026	3/12/2026 Day One Journal	34.99
3/13/2026	3/12/2026 Lowes Printing	195.00
3/13/2026	3/13/2026 Amazon Reta* Bp07q2k41	29.99
3/13/2026	3/13/2026 Amazon Mark* Bd0ml1du2	348.00
3/16/2026	3/11/2026 Menards Minot Nd	(154.08)
3/16/2026	3/12/2026 Officemax/Depot 6513	21.99
3/16/2026	3/12/2026 Menards Minot Nd	131.17
3/16/2026	3/12/2026 Officemax/Depot 6513	46.20
3/16/2026	3/12/2026 Ogden Newspapers Of Iowa,	286.00
3/16/2026	3/12/2026 Butler Machinery Company	293.55
3/16/2026	3/12/2026 Rhi Supply Minot	236.01
3/16/2026	3/13/2026 Homedepot.Com	143.96
3/16/2026	3/13/2026 The Home Depot #3703	148.84
3/16/2026	3/13/2026 Acme Tools Minot	30.76
3/16/2026	3/13/2026 Menards Minot Nd	71.13
3/16/2026	3/13/2026 Menards Minot Nd	10.47
3/16/2026	3/13/2026 Runnings Of Minot	5,707.71
3/16/2026	3/13/2026 Kwik Trip #1020	39.89
3/16/2026	3/13/2026 All Americ* Minot Poli	76.00
3/16/2026	3/13/2026 Paymentus Corporation	1.25
3/16/2026	3/13/2026 Nd Dept Of Envir Qual	50.00
3/16/2026	3/13/2026 Nd Dept Of Envir Qual	50.00
3/16/2026	3/13/2026 Paymentus Corporation	1.25
3/16/2026	3/13/2026 Mab* Nd	90.00

3/16/2026	3/13/2026 Nd Dept Of Envir Qual	50.00
3/16/2026	3/13/2026 Paymentus Corporation	1.25
3/16/2026	3/13/2026 Thero* Realtruck	675.74
3/16/2026	3/13/2026 Supportpdfiller.Com	1.75
3/16/2026	3/13/2026 1 Minot - I Keating Furn	4,967.95
3/16/2026	3/13/2026 Amazon Mktpl	250.00
3/16/2026	3/13/2026 Amazon Mktpl	124.29
3/16/2026	3/13/2026 National Registry Emt	25.00
3/16/2026	3/14/2026 Amazon Mktpl	29.99
3/16/2026	3/14/2026 Amazon Mark* Bp00b7gu0	58.00
3/16/2026	3/14/2026 Amazon Mktpl	35.94
3/16/2026	3/14/2026 Cash Wise Foods #30	13.93
3/16/2026	3/14/2026 The Pet Vet	138.02
3/16/2026	3/14/2026 Amazon Mktpl	47.41
3/16/2026	3/14/2026 Amazon Mark* Bp7i07wl1	168.98
3/16/2026	3/14/2026 Amazon Mktpl	47.11
3/16/2026	3/15/2026 National Registry Emt	25.00
3/16/2026	3/15/2026 Vzwlss*apocc Visb	1,196.33
3/16/2026	3/15/2026 Tandem Dog Training	43.05
3/16/2026	3/15/2026 National Registry Emt	25.00
3/16/2026	3/15/2026 Oreilly 1537	70.98
3/16/2026	3/15/2026 Oreilly 1537	22.24
3/16/2026	3/15/2026 Vzwlss*apocc Visb	440.21
3/16/2026	3/16/2026 Amazon Reta* Bp8w23dr0	165.97
3/16/2026	3/16/2026 Supportpdfiller.Com	(1.75)
3/16/2026	3/16/2026 Dmi* Dell K-12/Govt	11.07
3/17/2026	3/15/2026 Country Inn & Suites A	766.64
3/17/2026	3/16/2026 Cdw Govt #ai4762g	282.26
3/17/2026	3/16/2026 Muus Lumber And Hardware-	45.08
3/17/2026	3/16/2026 Sp Rader K9	28.04
3/17/2026	3/16/2026 Ray Allen Manufacturing	286.98
3/17/2026	3/16/2026 Chewy.Com	252.68
3/17/2026	3/16/2026	0.96
3/17/2026	3/16/2026 Amazon Mktpl	14.49
3/17/2026	3/16/2026 Amazon Mark* B57d14td2	648.77
3/17/2026	3/16/2026 Historyextra	96.00
3/17/2026	3/16/2026 Walmart.Com 8009256278	14.99
3/17/2026	3/16/2026 Nd Dept Of Envir Qual	50.00
3/17/2026	3/16/2026 Paymentus Corporation	1.25
3/17/2026	3/16/2026 Oreilly 1537	(71.84)
3/17/2026	3/16/2026 Day One Journal	34.99
3/17/2026	3/16/2026 Tmg Business Services	139.50
3/17/2026	3/16/2026 Minot Plumbing And Heatin	157.50
3/17/2026	3/16/2026 Summit Fire Protection	370.00

3/18/2026	3/16/2026 Menards Minot Nd	24.89
3/18/2026	3/16/2026 Caseys #3366	41.17
3/18/2026	3/16/2026 Officemax/Depot 6513	247.57
3/18/2026	3/16/2026 Menards Minot Nd	35.16
3/18/2026	3/16/2026 Napa Parts 0027632	53.86
3/18/2026	3/17/2026 Twin City Garage Door Gar	11,300.00
3/18/2026	3/17/2026 Sp Elm Usa	77.30
3/18/2026	3/17/2026 Amazon Mktpl	17.99
3/18/2026	3/17/2026 Amazon Mktpl	20.98
3/18/2026	3/17/2026 Amazon Reta* B56mm9xf2	36.95
3/18/2026	3/17/2026 Minot Restaurant Supply	25.64
3/18/2026	3/17/2026 Verizonwrlss	329.60
3/18/2026	3/17/2026 Verizonwrlss	40.01
3/18/2026	3/17/2026 Usps Po 3762880701	15.60
3/18/2026	3/17/2026 National Safety Council	849.00
3/18/2026	3/17/2026 Fire- Dex Gw	976.72
3/18/2026	3/17/2026 Galls	418.17
3/18/2026	3/17/2026 Dacotah Paper Co	250.70
3/18/2026	3/17/2026 Nd Dept Of Envir Qual	50.00
3/18/2026	3/17/2026 Nd Dept Of Envir Qual	50.00
3/18/2026	3/17/2026 Paymentus Corporation	1.25
3/18/2026	3/17/2026 Paymentus Corporation	1.25
3/18/2026	3/18/2026 Amazon Mktpl	40.40
3/19/2026	3/17/2026 Venetian/Palazzo Rm	236.96
3/19/2026	3/17/2026 Val*astoria Hotel & Ev	240.00
3/19/2026	3/17/2026 Kwik Trip #1020	49.82
3/19/2026	3/17/2026 Menards Minot Nd	26.27
3/19/2026	3/17/2026 Val*astoria Hotel & Ev	220.00
3/19/2026	3/17/2026 Venetian/Palazzo Rm	236.96
3/19/2026	3/17/2026 Red Wing Shoes #825	200.00
3/19/2026	3/17/2026 Venetian/Palazzo Rm	236.96
3/19/2026	3/17/2026 The Home Depot #3703	30.88
3/19/2026	3/17/2026 Menards Minot Nd	30.44
3/19/2026	3/17/2026 Venetian/Palazzo Rm	236.96
3/19/2026	3/17/2026 Venetian/Palazzo Rm	236.96
3/19/2026	3/17/2026 Venetian/Palazzo Rm	236.96
3/19/2026	3/17/2026 Nova Fire Protection	633.00
3/19/2026	3/17/2026 Carquest Auto	23.98
3/19/2026	3/18/2026 Dacotah Paper Co	318.00
3/19/2026	3/18/2026 Charlies Main Street Caf	40.82
3/19/2026	3/18/2026 Arrowhead Ace	6.97
3/19/2026	3/18/2026 Amazon Mark* B53070hw2	6.79
3/19/2026	3/18/2026 National Registry Emt	25.00
3/19/2026	3/18/2026 Amazon Mktpl	16.90

3/19/2026	3/18/2026 Mackin Educational Resour	468.18
3/19/2026	3/18/2026 Amazon Mark* Bd8vg54p0	19.13
3/19/2026	3/18/2026 Runnings Of Minot	180.00
3/19/2026	3/18/2026 Harbor Freight Tools3246	236.82
3/19/2026	3/18/2026 Dakota Fluid Power, Inc.	84.30
3/19/2026	3/18/2026 State Bar North Dakota	25.00
3/19/2026	3/18/2026 Paypal	85.00
3/19/2026	3/18/2026 Paypal	85.00
3/19/2026	3/18/2026 Paypal	85.00
3/19/2026	3/18/2026 Paypal	85.00
3/19/2026	3/18/2026 Paypal	85.00
3/19/2026	3/18/2026 Paypal	85.00
3/19/2026	3/18/2026 Paypal	85.00
3/19/2026	3/18/2026 Paypal	85.00
3/19/2026	3/18/2026 Dakota Fluid Power, Inc.	235.86
3/19/2026	3/18/2026 Schocks Safe And Lock Se	18.75
3/19/2026	3/18/2026 National Registry Emt	25.00
3/19/2026	3/18/2026 Ck Holiday # 06399	46.49
3/19/2026	3/18/2026 Verizonwrlss	197.70
3/19/2026	3/18/2026 Dacotah Paper Co	318.00
3/19/2026	3/19/2026 Nd Secretary Of State	36.00
3/20/2026	3/18/2026 Menards Minot Nd	33.65
3/20/2026	3/18/2026 United Rentals	83.76
3/20/2026	3/18/2026 Delta Hotels By Marrio	348.78
3/20/2026	3/18/2026 Delta Hotels By Marrio	348.78
3/20/2026	3/18/2026 Delta Hotels By Marrio	348.78
3/20/2026	3/18/2026 Menards Minot Nd	252.67
3/20/2026	3/18/2026 Menards Minot Nd	26.55
3/20/2026	3/18/2026 Delta Hotels By Marrio	348.00
3/20/2026	3/18/2026 Fedex399734013711	15.25
3/20/2026	3/18/2026 Officemax/Depot 6513	80.18
3/20/2026	3/19/2026 Sherwin-Williams703380	194.85
3/20/2026	3/19/2026 Amazon Mktpl	58.99
3/20/2026	3/19/2026 Zoro Tools Inc	68.38
3/20/2026	3/19/2026 Amazon Mark* B50nf8so2	66.00
3/20/2026	3/19/2026 Cornwell Performance T	433.16
3/20/2026	3/19/2026 Amazon Mktpl	31.83
3/20/2026	3/19/2026 Acme Tools Minot	1.99
3/20/2026	3/19/2026 Amazon Mktpl	16.99
3/20/2026	3/19/2026 Walmart.Com 8009256278	75.16
3/20/2026	3/19/2026 Signstoday, Inc	64.50
3/20/2026	3/20/2026 Amazon Reta* Bd0ou2e30	9.96

3/23/2026	3/19/2026 Delta Hotels By Marrio	577.68
3/23/2026	3/19/2026 Menards Minot Nd	164.26
3/23/2026	3/19/2026 Kwik Trip #1020	44.87
3/23/2026	3/19/2026 Marathon 57133	56.11
3/23/2026	3/19/2026 Bismarck Holiday Inn Exp	495.90
3/23/2026	3/19/2026 Menards Minot Nd	36.45
3/23/2026	3/19/2026 Cenex-Enerbase	37.60
3/23/2026	3/19/2026 Napa Parts 0027632	288.60
3/23/2026	3/19/2026 Officemax/Depot 6513	39.99
3/23/2026	3/20/2026 Menards Minot Nd	94.64
3/23/2026	3/20/2026 B2b Prime	(179.00)
3/23/2026	3/20/2026 Sq *the Bark Porch Inc	108.00
3/23/2026	3/20/2026 Amazon Reta* Bd50j2k31	34.97
3/23/2026	3/20/2026 Acme Tools Minot	(29.34)
3/23/2026	3/20/2026	1.28
3/23/2026	3/20/2026 Sp Masteryourmedics	128.20
3/23/2026	3/20/2026 Fedex399801830614	15.25
3/23/2026	3/21/2026 Amazon Reta* Bd72q4g70	346.12
3/23/2026	3/21/2026 Scheels Bismarck	337.48
3/23/2026	3/21/2026 Amazon Mktpl	81.60
3/23/2026	3/21/2026 2pitney Bowes Inc.	65.98
3/23/2026	3/21/2026 Amazon Mark* Bd53t69v1	18.90
3/23/2026	3/21/2026 Amazon Mktpl	36.71
3/23/2026	3/21/2026 Amazon Mktpl	25.99
3/23/2026	3/21/2026 Tandem Dog Training	43.05
3/23/2026	3/21/2026 Amazon Mark* Bd5121m00	59.95
3/23/2026	3/21/2026 Amazon Mark* Bd6y53vu0	414.37
3/23/2026	3/21/2026 Amazon Mark* Bd2hj0rc1	33.78
3/23/2026	3/21/2026 Guestrs*cambriahot	927.07
3/23/2026	3/21/2026 Eb *midwest Gang Inves	325.00
3/23/2026	3/21/2026 Day One Journal	34.99
3/23/2026	3/21/2026 Day One Journal	34.99
3/23/2026	3/21/2026 Amazon Mktpl	52.24
3/23/2026	3/21/2026 Amazon Reta* Bd3fx75e0	27.54
3/23/2026	3/21/2026 Amazon Mktpl	63.97
3/23/2026	3/21/2026 Day One Journal	34.99
3/23/2026	3/22/2026 Strike Industries	119.85
3/23/2026	3/22/2026 Amazon Reta* Bd7ab1hu0	8.39
3/23/2026	3/22/2026 Dmi* Dell K-12/Govt	6,551.74
3/23/2026	3/23/2026 Amazon.Com*bg8hh3eo2	19.99
3/24/2026	3/22/2026 Kwik Trip #1020	50.95
3/24/2026	3/22/2026 Simonson Gas	38.05
3/24/2026	3/22/2026 Country Inn & Suites A	766.64
3/24/2026	3/23/2026 Amazon Mktpl	187.14

3/24/2026	3/23/2026 Border States Industries	67.83
3/24/2026	3/23/2026 Border States Industries	1,161.50
3/24/2026	3/23/2026 Acme Tools Minot	(5.97)
3/24/2026	3/23/2026 Acme Tools Minot	29.34
3/24/2026	3/23/2026 Linde Gas & Equipment Inc	144.00
3/24/2026	3/23/2026 Svl Service Corp	446.53
3/25/2026	3/23/2026 Rdo Equipment-Minot	3,343.90
3/25/2026	3/23/2026 Menards Minot Nd	46.66
3/25/2026	3/23/2026 Napa Parts 0027632	563.36
3/25/2026	3/23/2026 Menards Minot Nd	328.58
3/25/2026	3/23/2026 Fedex399867854545	56.40
3/25/2026	3/24/2026 Dakota Fence Company	98.64
3/25/2026	3/24/2026 In *junction Transports,	150.33
3/25/2026	3/24/2026 Smk	468.00
3/25/2026	3/24/2026 Dakota Fluid Power, Inc.	109.32
3/25/2026	3/24/2026 Acme Tools Minot	208.90
3/25/2026	3/24/2026 Gerdau Ameristeel Minot	109.16
3/25/2026	3/24/2026 Galls	260.19
3/25/2026	3/24/2026 Airbnb * Hm5en3ye2c	1,467.19
3/25/2026	3/24/2026 Thomson West	500.00
3/25/2026	3/24/2026 Column Public Notice	199.26
3/25/2026	3/24/2026 Amazon Mktpl	9.99
3/25/2026	3/25/2026 Amazon Mktpl	230.93
3/25/2026	3/25/2026 Dmi* Dell K-12/Govt	2,023.48
3/25/2026	3/25/2026 Dmi* Dell K-12/Govt	1,710.82
3/26/2026	3/24/2026 Menards Minot Nd	35.97
3/26/2026	3/24/2026 Economy Auto Glass	99.50
3/26/2026	3/24/2026 Menards Minot Nd	128.33
3/26/2026	3/24/2026 Menards Minot Nd	116.47
3/26/2026	3/24/2026 Menards Minot Nd	16.84
3/26/2026	3/24/2026 Napa Parts 0027632	30.86
3/26/2026	3/24/2026 Menards Minot Nd	37.98
3/26/2026	3/25/2026 Amazon Mktpl	67.99
3/26/2026	3/25/2026 Macs Minot, Nd	35.20
3/26/2026	3/25/2026 Acme Tools Minot	41.08
3/26/2026	3/25/2026 Schocks Safe And Lock Se	50.99
3/26/2026	3/25/2026 Border States Industries	509.80
3/26/2026	3/25/2026 In *dakota Fire Extinguis	78.37
3/26/2026	3/25/2026 At&t Payment	174.18
3/26/2026	3/25/2026 At&t Payment	3,822.23
3/26/2026	3/25/2026 At&t Payment	96.54
3/26/2026	3/25/2026 At&t Payment	766.43
3/26/2026	3/25/2026 Wm Supercenter #1636	13.68
3/26/2026	3/25/2026 Sp Decked	200.00

3/26/2026	3/25/2026 Chewy.Com	202.20
3/26/2026	3/25/2026 Macqueen Emerg/Equip	465.50
3/26/2026	3/25/2026 Dacotah Paper Co	82.04
3/27/2026	3/18/2026 Delta Hotels By Marrio	(0.78)
3/27/2026	3/18/2026 Delta Hotels By Marrio	(0.78)
3/27/2026	3/18/2026 Delta Hotels By Marrio	(0.78)
3/27/2026	3/19/2026 Delta Hotels By Marrio	(55.68)
3/27/2026	3/25/2026 Menards Minot Nd	78.84
3/27/2026	3/25/2026 The Home Depot #3703	34.97
3/27/2026	3/25/2026 Carquest Auto	132.92
3/27/2026	3/25/2026 The Home Depot #3703	34.95
3/27/2026	3/25/2026 Menards Minot Nd	54.18
3/27/2026	3/25/2026 Radwell International	320.32
3/27/2026	3/25/2026 Ward County Recorder	20.00
3/27/2026	3/25/2026 Municipay(M3)*service Fe	1.50
3/27/2026	3/25/2026 United	894.53
3/27/2026	3/25/2026 Menards Minot Nd	48.28
3/27/2026	3/25/2026 Officemax/Depot 6513	73.17
3/27/2026	3/25/2026 Menards Minot Nd	55.28
3/27/2026	3/25/2026 American Water Works Asso	254.31
3/27/2026	3/25/2026 Material Testing Services	1,216.95
3/27/2026	3/25/2026 Material Testing Services	1,041.60
3/27/2026	3/25/2026 Menards Minot Nd	35.52
3/27/2026	3/26/2026 Runnings Of Minot	130.00
3/27/2026	3/26/2026 Mp-*minot Afb Club	16.80
3/27/2026	3/26/2026 National Registry Emt	32.00
3/27/2026	3/26/2026 The Ups Store 1423	68.14
3/27/2026	3/26/2026 National Registry Emt	25.00
3/27/2026	3/26/2026 National Registry Emt	25.00
3/27/2026	3/26/2026 Telle Tire 805	3,787.56
3/27/2026	3/26/2026 Acme Tools Minot	299.00
3/27/2026	3/26/2026 Column Public Notice	171.72
3/27/2026	3/26/2026 Column Public Notice	647.19
3/27/2026	3/26/2026 Column Public Notice	51.03
3/27/2026	3/26/2026 Column Public Notice	93.15
3/27/2026	3/26/2026 Runnings Of Minot	145.00
3/27/2026	3/26/2026 Amzn Digital	19.99
3/27/2026	3/26/2026 National Registry Emt	25.00
3/27/2026	3/26/2026 Dollar General #19758	15.96
3/27/2026	3/26/2026 Core & Main Nd002	256.52
3/27/2026	3/26/2026 Sp Bifrostgear.Com	33.51
3/27/2026	3/26/2026 Trinity Corporate Finance	10.00
3/27/2026	3/26/2026 Lowes Garden Center	1,000.00
3/27/2026	3/26/2026 Lowes Garden Center	493.94

3/27/2026	3/26/2026 Wholesale Batteries, Inc	8,493.57
3/27/2026	3/26/2026 Dacotah Paper Co	429.47
3/27/2026	3/27/2026 Usabluebook	58.89
3/27/2026	3/27/2026 Nd Secretary Of State	36.00
	Total	247,171.67

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES

Charge these funds:

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

Electronic Payments:

AT&T	\$ -
AFLAC	-
BCBS	840,765.69
Federal Tax Withholding	-
Deferred Comp	-
Service Credit	-
NDPERS	-
Empower	-
Verendrye	63,444.91
Montana Dakota Utilities	42,639.85
Xcel Energy	103,233.05
Discovery Benefits	7,180.22
ADP Payroll taxes	312,393.92
ADP Payroll Wage garnishment	11,479.11
ADP Monthly Invoice	20,851.82
ADP Payroll Taxes wire Alderman	-
ADP Payroll Taxes wire Pension	-
USPS PO Box	1,870.00
Job Service Unemployment	-
Unum	204,877.58
Provident	285.08
Total	<u>\$ 1,609,021.23</u>

Monthly Bills Paid							
Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
02/25/2026	ADP22526	100007597	ADP, INC		2025/Q4 Y/E Info - Tax Reporti	\$1,266.65	\$0.00
	ADP22526	100007598	ADP, INC		2025/Q4 Y/E Info - Tax Reporti	\$2,229.15	\$0.00
	JO22526-	1299	GENERAL ONE TIME PAY	Debi Schall	Courtney Schall MI-2025-CR-003	\$725.00	\$0.00
	JO22526-	1300	GENERAL ONE TIME PAY	Emiley Kertscher Hartwig	Quinn Hartwig Bond MI-2025-CR-	\$225.00	\$0.00
	JO22526-	1301	GENERAL ONE TIME PAY	Jaden Benson	Jaden Benson MI-2025-TR-02852	\$60.00	\$0.00
	JO22526-	1302	GENERAL ONE TIME PAY	Tristan Montreal Mandigo	MI-2025-CR-00653Tristan Mandig	\$725.00	\$0.00
	JO22526-	1303	GENERAL ONE TIME PAY	Ward County Clerk of Court	Lacey Swenson MI-2026-CR-00063	\$200.00	\$0.00
	JO22526-	1304	GENERAL ONE TIME PAY	Ward County Clerk of Court	MI-2026-CR-00144 Diego Prado M	\$750.00	\$0.00
	DC021326	100007599	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 2.13.2026	\$17,557.99	\$0.00
	SC022526	100007600	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Service Credit 2.25.2026	\$218.00	\$0.00
	JO022526	308411	REFUND ONE TIME PAY	STATE FARM INSURANCE	GB Customer ID 6689 Bill #2580	\$4,521.00	\$0.00
	JO022526	308412	TYLER TECHNOLOGIES, INC.		2026 New World Systems - Annua	\$37,426.94	\$0.00
	WEX0126	100007577	WEX HEALTH, INC		January 2026 WEX/FSA	\$352.80	\$0.00
	JV022626	308413	AAAE		ANTN DIGICAST SUBSCRIPTION MAY	\$165.00	\$0.00
	JV022626	308414	ACME TOOLS		MILWAUKEE RED HELIX COBALT 29P	\$145.74	\$0.00
	JV022626	308415	AEROSIMPLE LLC		AEROSIMPLE MARCH 26 - FEBRUARY	\$18,000.00	\$0.00
	JV022626	308416	ALL SEASON ARENA		ANNUAL RECONCILIATION	\$11,331.43	\$0.00
	JV022626	308417	AMAZON		VIEWSONIC VA2456A-MHD 24" IPS	\$208.98	\$0.00
	JV022626	308418	APH/AUTO VALUE		001; CABIN AIR FILTER	\$1,049.51	\$0.00
	JV022626	308468	API GARAGE DOOR INC		Replacement Shop Garage Door	\$9,060.00	\$0.00
02/26/2026	JV022626	308419	AQUA-PURE, INC.		AF 84401 Coagulant (Auto RCPT)	\$59,994.00	\$0.00
	JV022626	308420	AUTO ZONE 6843		MOTOR; BLOWER MOTOR	\$122.71	\$0.00
	JV022626	308421	AXON ENTERPRISE, INC.		Draft 1 AI Report & Transcript	\$78,549.91	\$0.00
	JV022626	308422	BALCO UNIFORM COMPANY, INC.		external body armor carrier -	\$356.00	\$0.00
	JV022626	308500	BILL SAND		patrol car seat (x2) repair I	\$750.00	\$0.00
	JV022626	308423	BUTLER MACHINERY CO.		BOLT; BOLT	\$6,000.75	\$0.00
	JV022626	308424	D & J EQUIPMENT SALES & SERVICE,		2 Post Hoist	\$71,750.71	\$0.00
	JV022626	308425	DAKOTA FENCE		Burdick Bridge Hand Rail Repai	\$18,500.00	\$0.00
	JV022626	308426	DAKOTA FIRE EXTINGUISHER		ADAPTER, RIGID F TO M 2.5 NHFX	\$105.60	\$0.00
	JV022626	308427	DAKOTA FLUID POWER, INC.		COUPLER; -8 FLAT MALE QUICK CO	\$2,120.50	\$0.00
	JV022626	308428	DAKOTALAND AUTOGLASS		COMMERCIAL WINDSHIELD REPLACE	\$250.00	\$0.00
	JV022626	308430	ECOLAB PEST ELIMINATION DIVISION		PEST CONTROL AND AIR QUALITY P	\$775.08	\$0.00
	JV022626	308431	EH WACHS		parts for guillotine	\$2,207.95	\$0.00
	JV022626	308432	ELECTRO WATCHMAN, INC.		troubleshooting ground fault a	\$343.75	\$0.00
	JV022626	308433	EMPLOYEE ONE TIME PAY	Damon Druse	NDAAO Winter Workshop- Damon D	\$88.40	\$0.00
	JV022626	308434	EMPLOYEE ONE TIME PAY	Ryan Kamrowski	NDAAO Winter Workshop	\$88.40	\$0.00
	JV022626	308435	ENERBASE		Fuel 42.854	\$57,078.21	\$0.00
	JV022626	308436	ENERBASE		Fuel 9.537	\$403.98	\$0.00
	JV022626	308437	ETSYSTEMS		Station 5 HVAC	\$490.00	\$0.00
	JV022626	308438	FACTORY MOTOR PARTS		BATTERY; GRP 31 STUD TOP BATTE	\$787.30	\$0.00
	JV022626	308440	FIRE SAFETY USA, INC.		Fire truck parts	\$10,194.68	\$0.00
	JV022626	308441	FLASHPARKING, INC		JANUARY 2026 FLASH PARKING FEE	\$1,650.00	\$0.00
	JV022626	308442	FLEET PRIDE		COIL ASSY; PTO COIL	\$83.99	\$0.00
	JV022626	308443	FLEETMIND SOLUTIONS, INC.		Fleetmind Software Agreement	\$2,370.19	\$0.00
	JV022626	308444	G & P COMMERCIAL SALES		Floor scrubber	\$4,200.00	\$0.00
	JV022626	308445	GENERAL ONE TIME PAY	Brian Joseph Gartner	Cody Redfern Restitution MI-20	\$50.00	\$0.00
	JV022626	308446	GENERAL ONE TIME PAY	Danill Ackerman	Chelsea Bent Restitution MI-202	\$50.00	\$0.00
	JV022626	308447	GENERAL ONE TIME PAY	Folke Bernadotte Memorial Library	Interlibrary Loan	\$65.00	\$0.00
	JV022626	308448	GENERAL ONE TIME PAY	Madison Leigh Henry	Rebekkah Webb Restitution MI-2	\$24.34	\$0.00
	JV022626	308449	GENERAL ONE TIME PAY	Marketplace Liquor	MI-2024-CR-00924 Ashley Patton	\$10.00	\$0.00
	JV022626	308450	GENERAL ONE TIME PAY	Meaghan Struckness	Elizabeth Brien Restitution MI	\$10.00	\$0.00
	JV022626	308451	GENERAL ONE TIME PAY	ND Child Support	Brian Gehring Restitution MI-2	\$23.00	\$0.00
	JV022626	308452	GENERAL ONE TIME PAY	Shoe Carnival	Faith Jeannotte Restitution MI	\$25.00	\$0.00
	JV022626	308453	GENERAL ONE TIME PAY	Target	Jerome Fletcher Restitution MI	\$20.00	\$0.00
	JV022626	308454	GENERAL ONE TIME PAY	U.S Postal Service	Logan Cassell Restitution MI-2	\$48.14	\$0.00
	JV022626	308455	GENERAL ONE TIME PAY	Wal-Mart	Karitta Phillips Restitution M	\$5.00	\$0.00
	JV022626	308456	GENERAL ONE TIME PAY	Western Management Group	2026 ACI-NA Compensation Surve	\$550.00	\$0.00
	JV022626	308457	GENERAL TRADING		013; NYLOCK NUT-5/16	\$180.42	\$0.00
	JV022626	308458	GERDAU RECYCLING		STEEL; 3/16 X 1 1/2 FLAT STEEL	\$395.95	\$0.00
	JV022626	308459	GLASS DOCTOR		replace windshield - Nicole Ma	\$415.55	\$0.00
	JV022626	308460	GRAINGER		WIPER ARM; WIPER ARM	\$1,229.24	\$0.00
	JV022626	308461	GRANITE SPRINGS CO.		Lab Grade Distilled Water	\$52.85	\$0.00
	JV022626	308462	GRAYMONT WESTERN US INC.		Calcium Quicklime	\$48,289.07	\$0.00
	JV022626	308463	HAWKINS, INC.		Restocking de-ice liquid tote	\$39,504.21	\$0.00
	JV022626	308464	INFORMATION TECHNOLOGY DEPARTMENT		VPN/MFA/STATE NET FIBER	\$3,617.20	\$0.00
	JV022626	308465	INGRAM LIBRARY SERVICES, LLC		Books	\$2,265.94	\$0.00
	JV022626	308429	LANCE LENTON		January 2026 Double L Invoice	\$5,500.00	\$0.00
	JV022626	308466	LINDE GAS & EQUIPMENT INC		WELDING GLOVES	\$270.59	\$0.00
	JV022626	308467	MACQUEEN EMERGENCY GROUP		SEAT BELT; SEAT BELT RETRACTOR	\$907.25	\$0.00
	JV022626	308469	MAIN ELECTRIC CONSTRUCTION		Replacing outdated lights and	\$34,412.46	\$0.00
	JV022626	308470	MCMMASTER-CARR		REAMER BLADE 1-11/32" - 1-17/3	\$669.29	\$0.00

	JV022626	308471	MENARDS		CASTER 3" RUBBER W/BRAKE	\$42.74	\$0.00
	JV022626	308472	MIDWEST GLASS AND DOOR, INC.		DOOR REPLACEMENT (EMPLOYEE ENT	\$16,158.00	\$0.00
	JV022626	308473	MIDWEST TAPE		DVDs	\$256.14	\$0.00
	JV022626	308474	MILLER LAW OFFICE, P.C.		Paris Hayes Crt App Att Fee	\$285.00	\$0.00
	JV022626	308475	MINOT AUTO		SWITCH; ROUND 25 AMP LIGHTED R	\$1,498.71	\$0.00
	JV022626	308476	MINOT AUTOMOTIVE CENTER		SHIELD; HEAT SHIELD	\$72.36	\$0.00
	JV022626	308477	MINOT PARK DISTRICT		February 2026 State Aid paid t	\$80,781.23	\$0.00
	JV022626	308478	MINOT VETERINARY CLINIC		Pound animal exam and disposal	\$55.00	\$0.00
	JV022626	308479	MOWBRAY & SONS		HVAC REPAIRS	\$172.50	\$0.00
	JV022626	308480	NATIONAL SAFETY APPAREL		Patrol Winter Coat	\$633.44	\$0.00
	JV022626	308481	ND DEPT OF ENVIRONMENTAL QUALITY		Lab Tests: Fluoride, THM, HAA	\$754.59	\$0.00
	JV022626	308482	ND DEPT OF WATER RESOURCES		JANUARY 2026 WATER FROM NAWs	\$71,955.52	\$0.00
	JV022626	308483	NEW VISION SECURITY, LLC		FIRE ALARM MONITORING	\$457.80	\$0.00
	JV022626	308484	NEWMAN TRAFFIC SIGNS		traffic control signs	\$2,026.79	\$0.00
	JV022626	308485	NYBAKKEN BODY SHOP		Bodywork to P11, non-accident	\$1,995.00	\$0.00
	JV022626	308486	O'REILLY AUTO PARTS		DAMPER; STEERING DAMPER	\$176.32	\$0.00
	JV022626	308487	OVERHEAD DOOR CO. OF MINOT		Garage door repair/Sally port	\$536.25	\$0.00
	JV022626	308439	PARKLAND USA CORPORATION		ANTIFREEZE; HD RED OAT COOLANT	\$4,803.37	\$0.00
	JV022626	308488	PATRIOT FIRE & SAFETY INC		009; 2" NPT SS KING NIPPLE	\$118.78	\$0.00
	JV022626	308502	PHIL SCHULTZ		JANUARY/FEBRUARY 2026 BOOKKEEP	\$400.00	\$0.00
	JV022626	308489	POLLARD WATER		Pressure reducer valve for hyd	\$2,549.95	\$0.00
	JV022626	308490	PREFERRED CONTROLS CORP		VFD Troubleshooting Broadway P	\$2,257.00	\$0.00
	JV022626	308491	PRINGLE & HERIGSTAD, P.C.		Elias Jackson Crt App Att Fee	\$1,590.00	\$0.00
	JV022626	308492	PROCOLLECT		JANUARY UB PROCOLLECT AND DECE	\$524.48	\$0.00
	JV022626	308493	PROVIDENT LIFE & ACC INS CO		MARCH UNUM IDI PREMIUM	\$885.37	\$0.00
	JV022626	308494	RDO EQUIPMENT		HANDLE; DOOR HANDLE	\$334.02	\$0.00
	JV022626	308495	RDP TECHNOLOGIES, INC		Lime Dosing Pinch Valve Sleeve	\$6,122.00	\$0.00
	JV022626	308496	REFUND ONE TIME PAY	WEST CENTRAL DISTRIBUTION	UB 98384 2705 30TH	\$1,970.56	\$0.00
	JV022626	308497	RELENTLESS LLC		Criminal Interdiction Workshop	\$749.00	\$0.00
	JV022626	308498	RIVERSIDE TECHNOLOGIES, INC		Computers	\$4,740.00	\$0.00
	JV022626	308499	ROTARY CLUB OF MINOT		ROTARY CLUB DUES AND MEALS	\$222.00	\$0.00
	JV022626	308501	SANITATION PRODUCTS		--; OIL SEAL	\$10,208.59	\$0.00
	JV022626	308503	SHORT ELLIOTT HENDRICKSON, INC		Airport GA HVAC Upgrades	\$1,233.92	\$0.00
	JV022626	308504	SHOWCASES		RFID Tags	\$1,663.20	\$0.00
	JV022626	308505	SRF CONSULTING GROUP		SRF - TRANSIT DEVELOPMENT PLAN	\$20,913.62	\$0.00
	JV022626	308506	SUNSET LAW ENFORCEMENT, LLC		2026 Ammunition purchase	\$21,233.00	\$0.00
	JV022626	308507	TEAM ELECTRONICS, INC.		ADAPTER; ANTENNA TO RADIO ADAP	\$817.45	\$0.00
	JV022626	308508	TITAN MACHINERY		018; ATTACHMENT POLY/STEEL WAF	\$2,155.00	\$0.00
	JV022626	308509	TRINITY HEALTH		BLS Certification Cards, 6 off	\$78.00	\$0.00
	JV022626	308510	UNITED MAILING SERVICE		2/2/26 - 2/13/26 UNITED MAILIN	\$257.53	\$0.00
	JV022626	308511	VACUUM & SEWING CENTER		Vacuum cleaner repair	\$265.96	\$0.00
	JV022626	308512	VISIT MINOT		February 2026 Motor Vehicle Ta	\$41,348.57	\$0.00
	JV022626	308513	WALLWORK TRUCK CENTER MINOT		001; FUEL FILTER 3231 /86231	\$10,006.32	\$0.00
	JV022626	308514	WESTLIE FORD		GEAR BOX; REAR DIFFERENTIAL	\$1,266.40	\$0.00
	JV022626	308515	WESTLIE TRUCK CENTER		VALVE ASSY; AIR DRAIN VALVE	\$745.78	\$0.00
02/27/2026		218	BANK OF NORTH DAKOTA		SRF INTEREST & ADMIN PAYMENTS	\$153,848.75	\$0.00
	JV022726	308516	CITY OF MINOT EMPLOYEE RECOGNITION COMMITTEE		Minot Employee Recognition Com	\$167.50	\$0.00
	EM022726	100007601	EMPOWER TRUST COMPANY, LLC		Empower Retirement 02/27/2026	\$34,363.00	\$0.00
	JV022726	308517	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$704.00	\$0.00
	JV022726	1305	GENERAL ONE TIME PAY	Heaven Marie Werre	MI-2024-CR-00831 Heaven Werre	\$220.00	\$0.00
	JV022726	308518	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$704.18	\$0.00
	JV022726	308519	ND FRATERNAL ORDER OF POLICE		Police Union Due's/ Legal Defe	\$759.00	\$0.00
	FSA0226	100007631	WEX HEALTH, INC		February 2026 Discovery Benefi	\$7,243.38	\$0.00
	AP2482	100007603	XCEL		FEBRUARY 2026 XCEL	\$337.54	\$0.00
	AP2482	100007604	XCEL		FEBRUARY 2026 XCEL	\$6,997.54	\$0.00
	AP2482	100007605	XCEL		FEBRUARY 2026 XCEL	\$121.31	\$0.00
	AP2482	100007606	XCEL		FEBRUARY 2026 XCEL	\$36,420.60	\$0.00
	AP2482	100007607	XCEL		FEBRUARY 2026 XCEL	\$520.48	\$0.00
	AP2482	100007608	XCEL		FEBRUARY 2026 XCEL	\$2,281.11	\$0.00
	AP2482	100007609	XCEL		FEBRUARY 2026 XCEL	\$5,882.59	\$0.00
	AP2482	100007610	XCEL		FEBRUARY 2026 XCEL	\$619.62	\$0.00
	AP2482	100007611	XCEL		FEBRUARY 2026 XCEL	\$4,736.75	\$0.00
	AP2482	100007612	XCEL		FEBRUARY 2026 XCEL	\$4,057.33	\$0.00
	AP2482	100007613	XCEL		FEBRUARY 2026 XCEL	\$6,273.66	\$0.00
	AP2482	100007614	XCEL		FEBRUARY 2026 XCEL	\$283.76	\$0.00
	AP2482	100007615	XCEL		FEBRUARY 2026 XCEL	\$294.82	\$0.00
	AP2482	100007616	XCEL		FEBRUARY 2026 XCEL	\$267.61	\$0.00
03/02/2026	AFLA0226	100007618	AFLAC		February 2026 AFLAC	\$13,787.38	\$0.00
	AP249	100007620	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$4,275.02	\$0.00

	AP249	100007621	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$5,482.12	\$0.00
	AP249	100007622	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$3,296.80	\$0.00
	AP249	100007623	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$1,041.17	\$0.00
	AP249	100007624	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$15,605.77	\$0.00
	AP249	100007625	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$367.18	\$0.00
	AP249	100007626	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$1,439.73	\$0.00
	AP249	100007627	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$269.77	\$0.00
	AP249	100007628	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$237.06	\$0.00
	AP249	100007629	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$11,867.40	\$0.00
	AP249	100007630	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$6,907.20	\$0.00
	DC022726	100007619	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 2.27.2026	\$17,112.20	\$0.00
	UNUM0226	100007602	PROVIDENT LIFE & ACC INS CO		Provident Life February 2026	\$337.08	\$0.00
03/03/2026	POBX5006	100007632	POSTMASTER		2026 PO BOX 5006 ANNUAL FEE	\$1,870.00	\$0.00
03/04/2026	AMEX0126	219	TYLER PAYMENTS		TYLER PAYMENTS UB CC JAN 2026	\$1,832.31	\$0.00
		2000005	WELLS FARGO		WELLS FARGO CC FEES FEBRUARY 2	\$735.43	\$0.00
03/05/2026	AP249	100007633	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$26.17	\$0.00
	AP249	100007634	MDU		FEBRUARY 2026 STATEMENT/2026 B	\$1,678.68	\$0.00
03/06/2026	NDRE0226	100007635	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		February 2026 ND PERS RETIREME	\$241,889.50	\$0.00
03/09/2026	JV030926	1306	GENERAL ONE TIME PAY	Jesse Rodriguez	MI-2022-CR-00767 Jesse Rodrigu	\$254.52	\$0.00
	JV030926	1307	GENERAL ONE TIME PAY	Mckynna Stenberg	Francis Oganga MI-2025-CR-0090	\$400.00	\$0.00
	JV030926	1308	GENERAL ONE TIME PAY	Ward County Clerk of Court	51-2026-CR-00320 Raven Wagner	\$750.00	\$0.00
	JV030926	1309	GENERAL ONE TIME PAY	Xcel Energy	Tyler Oakes MI-2025-CR-00931 B	\$850.00	\$0.00
	PM030926	100007637	MINOT PARK DISTRICT		Park Mass 3.09.2026	\$984.00	\$0.00
03/10/2026	JV031026	308520	U.S. POST OFFICE		UB BULK MAILING	\$6,000.00	\$0.00
	JV031026	308521	UNITED MAILING SERVICE		POSTAGE FOR ASSESSORS OFFICE L	\$13,538.00	\$0.00
03/12/2026	JO031226	308522	3D SPECIALTIES, INC		Street markers for 18th St SW	\$352.42	\$0.00
	JO031226	90000092	ACKERMAN ESTVOLD		4087 - PUPPY DOG COULEE SSD #1	\$113,467.25	\$0.00
	JO031226	308523	ADVANCED BUSINESS METHODS		2023-2028 COPIER AGREEMENT	\$3,112.60	\$0.00
	JO031226	308524	AMAZON		GRIPXX HERKULES 8MIL ORANGE NI	\$477.95	\$0.00
	JO031226	308525	AMERICAN WELDING & GAS, INC.		Cylinder rental from AWG	\$29.63	\$0.00
	JO031226	308526	ANTHONY TATMAN		Critical Hire	\$50.00	\$0.00
	JO031226	308527	APEX ENGINEERING GROUP		4826 3RD ST & CENTRAL AVE RECO	\$72,522.00	\$0.00
	JO031226	308528	APH/AUTO VALUE		001; CABIN AIR FILTER	\$624.82	\$0.00
	JO031226	308529	APPLE BOOKS, LLC		Children's Books	\$995.34	\$0.00
	JO031226	308530	AQUA-PURE, INC.		cooling tower chemical	\$2,038.44	\$0.00
	JO031226	308531	AXON ENTERPRISE, INC.		AXON Pro-License Bundle x 10	\$4,500.00	\$0.00
	JO031226	308532	BALCO UNIFORM COMPANY, INC.		Code Enforcement Field Uniform	\$934.00	\$0.00
	JO031226	308533	BARR ENGINEERING		4618.1 BARR ENG LITTLE ROOSEVE	\$4,080.00	\$0.00
	JO031226	308534	BERT'S TRUCK EQUIPMENT INC		FILTER-TRANS; HYDRAULIC FILTER	\$76.43	\$0.00
	JO031226	308662	BETH REIERSON-GILBERTSON		RC-1108 Rental Assistance	\$472.93	\$0.00
	JO031226	308535	BORDER STATES INDUSTRIES, INC.		T8 Fluorescent Bulbs	\$148.20	\$0.00
	JO031226	308536	BRAVERA INSURANCE		Notary Renewal Bond Fee for Su	\$50.00	\$0.00
	JO031226	308537	BUTLER MACHINERY CO.		Repairs Unit 621	\$2,121.62	\$0.00
	JV031226	90000093	CDM SMITH		CDM SMITH CONTRACT - NDR	\$98,411.25	\$0.00
	JO031226	308567	CITY OF FARGO		Basic SWAT Course, x3 registra	\$1,800.00	\$0.00
	JO031226	308626	CITY OF MINOT		MI-2021-CR-00276 Adam Thorpe R	\$1,535.00	\$0.00
	JO031226	308561	CITY OF MINOT EMPLOYEE RECOGNITION COMMITTEE		Minot Employee Recognition Com	\$152.50	\$0.00
	JO031226	308538	CPS, LTD		4606.1 LF PERMIT UPDATE	\$25,716.25	\$0.00
	JO031226	308539	DAKOTA FLUID POWER, INC.		HYDRAULIC; ORFS BULKHEAD	\$12,217.98	\$0.00
	JO031226	308540	DAKOTA SUPPLY GROUP		2" BLACK TEE IRON	\$678.02	\$0.00
	JO031226	308541	DAKOTA TRUCK & FARM		COMMERCIAL FUEL PUMP CHECK	\$614.80	\$0.00
	JO031226	308542	DENVER CARMONA		RC-1141 Rental Assistance	\$1,480.16	\$0.00
	JO031226	308543	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees for Februar	\$833.95	\$0.00
	JO031226	308545	EH WACHS		guillotine parts	\$67.21	\$0.00
	JO031226	308546	EIDE BAILLY LLP		INDEPENDENT AUDIT AND OTHER SE	\$9,550.00	\$0.00
	JO031226	308547	ELDORADO NATIONAL - CALIFORNIA		SPRING KIT; FRT LEAF SPRING	\$978.83	\$0.00
	JO031226	308548	EMPLOYEE ONE TIME PAY	Alec Bartlett	Taser Instructor Course- Alec	\$102.00	\$0.00
	JO031226	308549	EMPLOYEE ONE TIME PAY	Andres Casarez	Taser Instructor Course- Andre	\$102.00	\$0.00
	JO031226	308550	EMPLOYEE ONE TIME PAY	Brian Randash	Certification Testing- Brian R	\$68.00	\$0.00
	JO031226	308551	EMPLOYEE ONE TIME PAY	Cody Miller	Taser Instructor Course- Cody	\$102.00	\$0.00
	JO031226	308552	EMPLOYEE ONE TIME PAY	Cory Burnley	Safety Training- Cory Burnley	\$74.80	\$0.00
	JO031226	308553	EMPLOYEE ONE TIME PAY	Daniel Gonzales	Taser Instructor Course- Danie	\$102.00	\$0.00
	JO031226	308554	EMPLOYEE ONE TIME PAY	Jeff Behrens	TCC Training- Jeff Behrens	\$54.40	\$0.00

JO031226	308555	EMPLOYEE ONE TIME PAY	Krystle Foster	Landfill to City Hall Feb 202	\$47.85	\$0.00
JO031226	308556	EMPLOYEE ONE TIME PAY	Maria Romanick	GLC AAAE Winter Board Meeting-	\$207.79	\$0.00
JO031226	308557	EMPLOYEE ONE TIME PAY	Melissa Anderson	Landfill to City Hall Feb 202	\$47.85	\$0.00
JO031226	308558	EMPLOYEE ONE TIME PAY	Michael Bieger	TCC Training- Michael Bieger	\$54.40	\$0.00
JO031226	308559	EMPLOYEE ONE TIME PAY	Riley Racine	Certification Testing- Riley R	\$68.00	\$0.00
JO031226	308560	EMPLOYEE ONE TIME PAY	Terry Burckhard	Certification Testing- Terry B	\$68.00	\$0.00
JO031226	308562	ENERBASE		Fuel 24.717	\$35,128.60	\$0.00
JO031226	308563	ENVIRONMENTAL PRODUCTS & ACCESS		Jetter Hoses	\$2,194.40	\$0.00
JO031226	308564	ETSYSTEMS		HVAC Station 3	\$1,203.00	\$0.00
JO031226	308565	FACTORY MOTOR PARTS		GLOVE; XXL BLACK NITRILE GLOVE	\$746.48	\$0.00
JO031226	308566	FARGO LINE-X INC		Minot PD Bomb Squad truck slid	\$9,355.00	\$0.00
JO031226	308569	FASTENAL COMPANY		013; NUT-1" COARSE THREAD	\$34.04	\$0.00
JO031226	308570	FERGUSON ENTERPRISES, INC.		009; 3" GXT X 2" MNPT ADAPTER	\$6,013.87	\$0.00
JO031226	308571	FIRST DISTRICT HEALTH UNIT		FIRST DISTRICT HEALTH	\$27,250.00	\$0.00
JO031226	308572	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$704.00	\$0.00
JO031226	308573	FLEET PRIDE		016; PINTLE HOOK	\$223.98	\$0.00
JO031226	308574	FLEXIBLE PIPE TOOLS & EQUIPMENT		tool warrantied repair and gas	\$156.45	\$0.00
JO031226	308575	FLIGHT LIGHT INC.		RWY/TWY light rebuild parts	\$390.65	\$0.00
JO031226	308576	FUELMASTER SYN-TECH SYSTEMS, INC.		Syntech/Fuelmaster Annual Main	\$900.00	\$0.00
JO031226	308577	G & P COMMERCIAL SALES		cleaning supplies	\$743.94	\$0.00
JO031226	308578	GENASYS INC		Annual communication platform	\$6,210.00	\$0.00
JO031326	1310	GENERAL ONE TIME PAY	Bailey Louis Carrington	Bailey Carrington MI-2025-CR-0	\$110.00	\$0.00
JO031326	1311	GENERAL ONE TIME PAY	Donesha Yanay Greene	Raynal Osborne MI-2025-CR-0040	\$175.00	\$0.00
JO031326	1312	GENERAL ONE TIME PAY	Faron E Terry	Rebecca Alt MI-2026-TR-00146	\$40.00	\$0.00
JO031326	1313	GENERAL ONE TIME PAY	Kennith Jadel Martinez Perez	Kennith Jadel Martinez Perez	\$180.00	\$0.00
JO031326	1314	GENERAL ONE TIME PAY	Rebecca Alt	Rebecca Alt MI-2026-CR-00072	\$475.00	\$0.00
JO031326	1315	GENERAL ONE TIME PAY	Stop and Shop	Carlvenksy Constant MI-2022-CR	\$26.49	\$0.00
JO031326	1316	GENERAL ONE TIME PAY	Ward County Clerk of Court	Jason Fisher MI-2026-CR-00107	\$750.00	\$0.00
JO031226	308579	GENERAL ONE TIME PAY	Betty Lou Werre	MI-2025-CR-00919 Sybil Mascare	\$25.00	\$0.00
JO031226	308580	GENERAL ONE TIME PAY	Celine Marx	MI-2019-CR-00269 Jordan Mello	\$10.00	\$0.00
JO031226	308581	GENERAL ONE TIME PAY	Dolores Butler	Rae Thomas MI-2025-CR-00610 Re	\$50.00	\$0.00
JO031226	308582	GENERAL ONE TIME PAY	Family Support Registry	Alejandara Moews MI-2024-CR-00	\$25.00	\$0.00
JO031226	308583	GENERAL ONE TIME PAY	Jennifer Johnson	MI-2021-CR-00944 Rickey Steen	\$50.00	\$0.00
JO031226	308584	GENERAL ONE TIME PAY	Joe Stenvold	Jessie Casey MI-2021-CR-00907	\$100.00	\$0.00
JO031226	308585	GENERAL ONE TIME PAY	Karma Convenience Store	Scott Gagne Restitution MI-202	\$10.00	\$0.00
JO031226	308586	GENERAL ONE TIME PAY	Lisa Schneider	Donita Pickett MI-2021-CR-0075	\$40.00	\$0.00
JO031226	308587	GENERAL ONE TIME PAY	Marla Zietz	MI-2022-CR-00486 Thomas Chafin	\$10.00	\$0.00
JO031226	308588	GENERAL ONE TIME PAY	Menards	Jimmy Mote Restitution MI-2022	\$40.00	\$0.00
JO031226	308589	GENERAL ONE TIME PAY	Michaela Lynn Young	Richard Graham Restitution MI-	\$100.00	\$0.00
JO031226	308590	GENERAL ONE TIME PAY	NCDMV	Certified Abstract Brandon Bro	\$18.00	\$0.00
JO031226	308591	GENERAL ONE TIME PAY	ND Child Support	Benard Stewart Restitution MI-	\$125.00	\$0.00
JO031226	308592	GENERAL ONE TIME PAY	Schatz Crossroads	Edward Libke MI-2025-CR-00854	\$25.00	\$0.00
JO031226	308593	GENERAL ONE TIME PAY	Scheels	MI-2024-CR-00127 Edshel Torres	\$367.38	\$0.00
JO031226	308594	GENERAL ONE TIME PAY	Wal-Mart	Ashley Folkema MI-2025-CR-0066	\$78.91	\$0.00
JO031226	308595	GENERAL ONE TIME PAY	Walmart	MI-2025-CR-01008 & 79 Michaela	\$25.00	\$0.00
JO031226	308596	GENERAL TRADING		011; RUST PENETRANT	\$191.73	\$0.00
JO031226	308597	GILLIG, LLC		BATTERY; BATTERY EQUALIZER GIL	\$796.02	\$0.00
JO031226	308598	GOETTLE LAW, PLLC		March 2026 Legal Retainer	\$3,500.00	\$0.00
JO031226	308599	GRAINGER		BRASS CAP NUT 3/8"-24	\$35.62	\$0.00
JO031226	308600	GRAYMONT WESTERN US INC.		Lime	\$85,169.51	\$0.00
JO031226	308601	H.A. THOMPSON & SONS, INC.		Filters - extra	\$11,952.41	\$0.00
JO031226	308602	HAWKINS, INC.		Hydrochloric Acid	\$8,459.99	\$0.00
JO031226	308603	HIGH POINT NETWORKS, LLC		208V to 120V STEPDOWN TRANSFOR	\$1,232.00	\$0.00
JO031226	308604	HOUSTON ENGINEERING, INC.		2026 HYDRAULIC WATER MODEL	\$31,180.66	\$0.00
JO031226	308605	INFORMATION SYSTEMS CORP		UPD		
JO031226	308606	INGRAM LIBRARY SERVICES, LLC		Canon Scanners - Hardware Main	\$890.00	\$0.00
JO031226	308607	JET LINE SALES & SERVICE, LLC		Books	\$5,696.60	\$0.00
JO031226	308608	JET LINE SALES & SERVICE, LLC		spray wand for hydrovac	\$545.56	\$0.00
JO031226	308544	LANCE LENTON		February 2026 Double L invoice	\$11,500.00	\$0.00
JO031226	308609	LANGUAGE LINE SERVICES		Language line translation serv	\$54.14	\$0.00
JO031226	308619	LAVERNE MIKKELSON		LAGOON CASH FARM LEASE W/ LAVE	\$5,000.00	\$0.00
JO031226	308610	LESLEY WIEDMER		RC-1142 Rental Assistance	\$1,246.00	\$0.00
JO031226	308632	LIANA MUNOZ & BERNARDINO MUNOZ JR.		RC-1104 Rental Assistance	\$567.55	\$0.00
JO031226	308611	LOWES PRINTING, INC.		Envelopes	\$866.20	\$0.00
JO031226	308613	MACQUEEN EMERGENCY GROUP		002; LED BEAC DELCOON LOW DOME	\$668.27	\$0.00
JO031226	308614	MAGIC CITY DISCOVERY CENTER		Discovery Center Passes	\$575.00	\$0.00
JO031226	308615	MAIN ELECTRIC CONSTRUCTION		PO 6966 - INV 50102 - for bad	\$2,350.92	\$0.00
JO031226	308616	MARTIN, JERILYN		RC-1093 Rental Assistance	\$2,480.10	\$0.00
JO031226	308618	MIDSTATES WIRELESS, INC.		Portable Radio Reprogramming	\$1,080.00	\$0.00
JO031226	308620	MILLER LAW OFFICE, P.C.		Ashley Meduna Crt App Att Fee	\$1,425.00	\$0.00
JO031226	308612	MINOT AREA CHAMBER EDC		MACEDC SERVICE AGREEMENT 2026	\$46,637.50	\$0.00
JO031226	308621	MINOT AREA COUNCIL OF THE ARTS, INC		2026 MINOT AREA COUNCIL OF	\$3,333.33	\$0.00
JO031226	308622	MINOT AUTO		FITTING; HYDRAULIC FITTING	\$1,011.44	\$0.00
JO031226	308623	MINOT COMMISSION ON AGING		2025 COMMISSION ON AGING	\$12,875.00	\$0.00

	JO031226	308624	MINOT DAILY NEWS		PUBLICATION OF 12/31/2025 CASH	\$242.55	\$0.00
	JO031226	308625	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$700.72	\$0.00
	JO031226	308628	MORELLI'S DISTRIBUTING, INC.		pallet of water	\$336.00	\$0.00
	JO031226	308629	MOTOROLA SOLUTIONS, INC		Radio Batteries and Chargers	\$2,301.65	\$0.00
	JO031226	308630	MOWBRAY & SONS		SRE makeup heater north side t	\$316.25	\$0.00
	JO031226	308631	MR. LAWN		Lawn Fertilization/Weed Contro	\$965.25	\$0.00
	JV031226	90000094	NAPA AUTO PARTS		30A MICROF MAXIFUSE	\$4,254.04	\$0.00
	JO031226	308633	NATIONAL SAFETY APPAREL		Patrol Winter Coat	\$948.23	\$0.00
	JO031226	308634	ND CLERKS ASSOCIATION		2026 ND Clerk's Association Fe	\$100.00	\$0.00
	JO031226	308635	ND DEPT OF WATER RESOURCES		NAWS COST SUMMARY & COST SHARE	\$1,517,558.01	\$0.00
	JO031226	308636	NDBOA		Spring NDBOA & Membership- Luk	\$795.00	\$0.00
	JO031226	308637	NEV PSYCHOLOGICAL CONSULTING, PLLC		Psychological Evaluation	\$1,000.00	\$0.00
	JO031226	308638	NEW VISION SECURITY, LLC		service fire alarm	\$387.50	\$0.00
	JO031226	308639	NEWMAN TRAFFIC SIGNS		traffic signs	\$354.79	\$0.00
	JO031226	308640	NORTH COUNTRY SPORTSWEAR		Yrs of Svc Patches, x3. Inv 7	\$63.00	\$0.00
	JO031226	308641	NORTH PRAIRIE RURAL WATER DISTRICT		Water Usage at Landfill	\$171.52	\$0.00
	JV031226	90000095	NORTHWEST TIRE AND RETREAD		NOKIAN REMEDY WRG5	\$6,473.46	\$0.00
	JO031226	308642	NORTHWESTERN ELECTRIC, INC.		NORTHWESTERN ELECTRIC - BUILDI	\$5,450.00	\$0.00
	JO031226	308643	O'REILLY AUTO PARTS		DAMPER; STEERING DAMPER	\$239.36	\$0.00
	JO031226	308644	OCLC		WebDewey 2026	\$402.85	\$0.00
	JO031226	308645	ONE CALL CONCEPTS, INC.		FEB WATER, SEWER, & ST SEWER L	\$72.60	\$0.00
	JO031226	308646	OVERDRIVE		Ebooks & Audiobooks	\$1,718.91	\$0.00
	JO031226	308568	PARKLAND USA CORPORATION		008; DIESEL EXHAUST FLUID	\$16,578.26	\$0.00
	JO031226	308647	PATRIOT FIRE & SAFETY INC		Fire engine parts	\$82.08	\$0.00
	JO031226	308648	PRINGLE & HERIGSTAD, P.C.		Lyle Kicker Crt App Att Fee MI	\$157.50	\$0.00
	JO031226	308649	PRO INDUSTRIAL LLC		Crane inspections flood contro	\$3,618.65	\$0.00
	JO031226	308650	PROTECH INTEGRATIONS, LLC		Monthly fire alarm fee- Pump S	\$100.00	\$0.00
	JO031226	308651	RDO EQUIPMENT		DIAGNOSE NO START	\$658.97	\$0.00
	JO031226	308652	RED ROCK FORD OF GRAND FORKS, LLC		LAMP; PASS TAIL LAMP	\$680.00	\$0.00
	JO031226	308653	REFUND ONE TIME PAY	1ST MINOT MANAGEMENT	UB 17618 1112 BURDICK	\$97.48	\$0.00
	JO031226	308654	REFUND ONE TIME PAY	ANTOINE, DANTAE	UB 84528 2368 14TH	\$5.52	\$0.00
	JO031226	308655	REFUND ONE TIME PAY	BACHMEIER, DEAN	UB 12672 1600 MEADOWLARK	\$26.65	\$0.00
	JO031226	308656	REFUND ONE TIME PAY	BROWN, PHYLLIS	UB 23844 1009 34TH	\$38.82	\$0.00
	JO031226	308657	REFUND ONE TIME PAY	COLON, HEIKE	UB 11846 509 17TH	\$20.81	\$0.00
	JO031226	308658	REFUND ONE TIME PAY	DALIN, ROGER	UB 12280 1301 17TH	\$11.68	\$0.00
	JO031226	308659	REFUND ONE TIME PAY	EXLEY, TIMOTHY	UB 18464 1005 43RD	\$20.81	\$0.00
	JO031226	308660	REFUND ONE TIME PAY	O'LAUGHLIN, NOLAN	UB 1652 2009 5TH	\$50.00	\$0.00
	JO031226	308661	REFUND ONE TIME PAY	RICHARD, JAZZRIE	UB 4386 905 7TH	\$44.41	\$0.00
	JO031226	308663	RICE, KRISTINA		RC-1100 Rental Assistance	\$2,236.36	\$0.00
	JO031226	308664	RICHARD BREKKE		RC-1126 Rental Assistance	\$1,764.82	\$0.00
	JO031226	308665	SANITATION PRODUCTS		--; OIL SEAL	\$2,911.75	\$0.00
	JO031226	308666	SHORT ELLIOTT HENDRICKSON, INC		AIRFIELD UTILITIES (SEWER, WAT	\$23,501.00	\$0.00
	JO031226	308608	SIMRANJIT, KAUR		RC-1146 Rental Assistance	\$1,806.00	\$0.00
	JO031226	308667	SMART PLANET SOFTWARE, LLC		Monthly GPS Units	\$539.73	\$0.00
	JV031226	90000096	SOURIS RIVER JOINT WATER RESOURCE		3529.06 VELVA BDGE REPLACEMENT	\$773,128.47	\$0.00
	JO031226	308668	SOURIS VALLEY HUMANE SOCIETY, INC.		ANIMAL BOARDING AGREEMENT - SV	\$12,672.40	\$0.00
	JO031226	308617	STEVENSON, MARY		RC-1094 Rental Assistance	\$2,365.73	\$0.00
	JO031226	308669	SUNDRE SAND & GRAVEL, INC.		1011.10 Tons Washed Sand	\$16,683.15	\$0.00
	JV031226	90000097	SWANSTON EQUIPMENT COMPANIES		--; MATERIAL SCRAPER	\$797.71	\$0.00
	JO031226	308670	TACHEL HALVERSON		RC-1148 Rental Assistance	\$1,008.69	\$0.00
	JO031226	308671	TEAM ELECTRONICS, INC.		COMMERCIAL 3" CABLE WITH COUPL	\$12.00	\$0.00
	JO031226	308672	THATCHER COMPANY		Chemical delivery for Roosevelt	\$14,634.31	\$0.00
	JO031226	308673	TITAN MACHINERY		DIAGNOSE CHECK ENGINE LIGHT	\$1,769.51	\$0.00
	JO031226	308674	TODD FERM CONSTRUCTION, LLC		SNOW REMOVAL	\$2,300.00	\$0.00
	JO031226	308675	TRINITY HEALTH		February 2026 prisoner care	\$4,822.80	\$0.00
	JO031226	308676	TRINITY MEDICAL GROUP		Trinity inmate invoice 50070 f	\$1,901.00	\$0.00
	JO031226	308677	UHL CO.		program vav in engineering	\$502.50	\$0.00
	JO031226	308678	UNITED MAILING SERVICE		2/16/26 - 2/27/26 UNITED MAILI	\$386.94	\$0.00
	JO031226	308679	VESSCO, INC.		C12 regulator filters and scre	\$260.56	\$0.00
	JO031226	308680	VISIT MINOT		LODGING TAXES COLLECTED	\$71,994.11	\$0.00
	JO031226	308681	WALLWORK TRUCK CENTER MINOT		001; OIL FILTER	\$110.53	\$0.00
	JO031226	308682	WARD COUNTY AUDITOR		12/2025 Inmate Invoice WCDC	\$4,825.00	\$0.00
	JO031226	308627	WAYNE MOE		Snow Removal	\$550.00	\$0.00
	JO031226	308683	WESTLIE FORD		--; MOULDING	\$1,683.70	\$0.00
	JO031226	308684	WESTLIE TRUCK CENTER		DIAGNOSE STALLING	\$13,215.51	\$0.00
03/13/2026	EM031326	100007640	EMPOWER TRUST COMPANY, LLC		Empower Retirement 03/13/2026	\$34,354.50	\$0.00
03/16/2026	DC031326	100007641	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 3.13.2026	\$17,094.70	\$0.00
03/18/2026	JV031826	1317	GENERAL ONE TIME PAY	Makayla Rae-Ann Hunt	Makayla Hunt MI-2025-CR-00532	\$225.00	\$0.00
	JV031826	1318	GENERAL ONE TIME PAY	Wal-Mart	Sereya Brown Bear MI-2025-CR-0	\$75.93	\$0.00
	JV031826	1319	GENERAL ONE TIME PAY	Ward County Clerk of Court	Derek Ten Eyck MI-2026-CR-0018	\$1,500.00	\$0.00

03/19/2026	PAY0126	100007581	PAYMENTUS		Transaction Fees For January 2	\$12,588.17	\$0.00
03/20/2026	JV032026	1320	GENERAL ONE TIME PAY	Becky Bertsch	Becky Bertsch MI-2025-CR-01056	\$725.00	\$0.00
	JV032026	1321	GENERAL ONE TIME PAY	Brent Erwin	Brent Erwin MI-2026-CR-00110 B	\$200.00	\$0.00
	JV032026	1322	GENERAL ONE TIME PAY	Brian Haverkamp	Stacey Evanitus MI-2025-CR-006	\$225.00	\$0.00
	JV032026	1323	GENERAL ONE TIME PAY	Joel Hosie	Joel Hosie MI-2025-CR-00115 Bo	\$225.00	\$0.00
	JV032026	1324	GENERAL ONE TIME PAY	Joey Turner	Joey Turner MI-2026-CR-00204 B	\$225.00	\$0.00
	JV032026	1325	GENERAL ONE TIME PAY	Justin Oleary	Justin Oleary MI-2025-CR-00085	\$225.00	\$0.00
	JV032026	1326	GENERAL ONE TIME PAY	Shandrika Jefferson	Shandrika Jefferson MI-2025-CR	\$975.00	\$0.00
	JV032026	1327	GENERAL ONE TIME PAY	Ward County Clerk Of Court	51-2026-CR-00376/Carrie Hammer	\$750.00	\$0.00
	JV032026	1328	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Cody White MI-2026-CR-00171 Bo	\$1,500.00	\$0.00
	JV032026	1329	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Austin Olson MI-2026-CR-00217	\$750.00	\$0.00
03/26/2026	JV032626	308685	1 CALL SEPTIC SERVICES, INC		Recycling Transport x 5 Trips	\$12,428.25	\$0.00
	JV032626	308686	AAAE		ANTN DIGICAST SUBSCRIPTION JUN	\$165.00	\$0.00
	JV032626	308687	AIRPORT ASSOCIATION OF NORTH DAKOTA		AAND Annual Dues	\$1,000.00	\$0.00
	JV032626	308688	AMAZON		TEFLON; BLUE MONSTER TEFLON TA	\$31.59	\$0.00
	JV032626	308689	AMERICAN TRUCK & TRAILER, LLC		--; AIR VALVE FOR TAIL GATE	\$313.50	\$0.00
	JV032626	308690	AMERICAN WELDING & GAS, INC.		CREDIT MEMO CO2	\$4,542.53	\$0.00
	JV032626	308691	ANIMAL EMPOWERMENT LEAGUE, INC.		SERVICES AGREEMENT WITH ANIMAL	\$13,083.33	\$0.00
	JV032626	308692	APH/AUTO VALUE		001; CABIN FILTER FP89	\$622.66	\$0.00
	JV032626	308693	AQUA-PURE, INC.		AQ 3010 Phosphate	\$21,944.00	\$0.00
	JV032626	308694	BALCO UNIFORM COMPANY, INC.		Shoulder patches	\$920.00	\$0.00
	JV032626	308695	BUTLER MACHINERY CO.		MONTHLY INSPECTION	\$4,802.44	\$0.00
	JV032626	308724	CITY OF FARGO		Fargo Basic SWAT Course: Luck/	\$1,200.00	\$0.00
	JV032626	308696	CITY OF GRAND FORKS		Training	\$460.00	\$0.00
	JV032626	308720	CITY OF MINOT EMPLOYEE RECOGNITION COMMITTEE		Minot Employee Recognition Com	\$155.50	\$0.00
	JV032626	308697	CPS, LTD		2025 ANNUAL LANDFILL GROUNDWAT	\$13,200.00	\$0.00
	JV032626	308698	CURALINC, LLC		2026 Q2 EAP	\$2,236.02	\$0.00
	JV032626	308699	CURT'S STARTER & ALT. SERVICE		Primer pump motor	\$216.15	\$0.00
	JV032626	308700	DAKOTA FIRE EXTINGUISHER		2.5NHFX2NPTM ADAPTER	\$110.78	\$0.00
	JV032626	308701	DAKOTA FLUID POWER, INC.		BUSHING	\$159.71	\$0.00
	JV032626	308702	DAKOTA SUPPLY GROUP		3/4"X12" BLACK NIPPLE	\$9.16	\$0.00
	JV032626	308703	DECOMM VENTURES, LP		MOT TASK ORDER #1 - MISC CONSU	\$1,520.00	\$0.00
	JV032626	308704	ELDORADO NATIONAL - CALIFORNIA		TANK; DEF TANK 10 GAL PT16-32V	\$1,549.07	\$0.00
	JV032626	308705	EMPLOYEE ONE TIME PAY	Brian Horinka	2026 CTAA Leadership Summit, F	\$547.51	\$0.00
	JV032626	308706	EMPLOYEE ONE TIME PAY	Brianna Geigle	ND Transportation Conference	\$20.40	\$0.00
	JV032626	308707	EMPLOYEE ONE TIME PAY	Dave Rodman	ATSSA How-To Conference	\$40.80	\$0.00
	JV032626	308708	EMPLOYEE ONE TIME PAY	Duran Bischof	EduCode 2026	\$490.20	\$0.00
	JV032626	308709	EMPLOYEE ONE TIME PAY	Jeff Behrens	ATSSA How-to Conference	\$40.80	\$0.00
	JV032626	308710	EMPLOYEE ONE TIME PAY	Jennifer Eckman	Airport Furniture Pick Up	\$427.90	\$0.00
	JV032626	308711	EMPLOYEE ONE TIME PAY	Jesse Hoffart	ND Transportation Conference	\$20.40	\$0.00
	JV032626	308712	EMPLOYEE ONE TIME PAY	Joe Degenstein	ATSSA How-To Conference	\$40.80	\$0.00
	JV032626	308713	EMPLOYEE ONE TIME PAY	Nathan Derr	ATTSA Northland How to Confere	\$40.80	\$0.00
	JV032626	308714	EMPLOYEE ONE TIME PAY	Owen Kilichowski	EduCode 2026	\$490.20	\$0.00
	JV032626	308715	EMPLOYEE ONE TIME PAY	Stephen Joersz	ATSSA and Traffic Roundtable	\$176.80	\$0.00
	JV032626	308716	EMPLOYEE ONE TIME PAY	Stephen Joersz	TCC Training- Stephen Joersz	\$54.40	\$0.00
	JV032626	308717	EMPLOYEE ONE TIME PAY	Taylor Foley	NDDOT Trainings	\$238.00	\$0.00
	JV032626	308718	EMPLOYEE ONE TIME PAY	Taylor Foley	ND Transportation Conference	\$20.40	\$0.00
	JV032626	308719	EMPLOYEE ONE TIME PAY	Timothy Kopp	NDRWSA Water Expo / CCE Accrua	\$102.00	\$0.00
	JV032626	308721	ENERBASE		FEBRUARY 2 2026 FUEL	\$33,391.14	\$0.00
	JV032626	308722	ETSYSTEMS		Boiler controller replacement	\$2,299.50	\$0.00
	JV032626	308723	FACTORY MOTOR PARTS		001; AIR FILTER 6891/88891/P5	\$655.23	\$0.00
	JV032626	308726	FEDEX		Shipping bad ped crossing harn	\$8.39	\$0.00
	JV032626	308727	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$704.00	\$0.00
	JV032626	308728	FLASHPARKING, INC		FEBRUARY 2026 FLASH PARKING FE	\$1,650.00	\$0.00
	JV032626	308729	FLEETMIND SOLUTIONS, INC.		Fleetmind Software Agreement	\$2,370.19	\$0.00
	JV032626	308730	FLEXIBLE PIPE TOOLS & EQUIPMENT		Software subscription renewal	\$2,241.10	\$0.00
	JV032626	308731	G & P COMMERCIAL SALES		cleaning chemicals and materia	\$1,154.68	\$0.00
	JV032626	308732	GAFFANEYS		Copier Maintenance	\$1,025.41	\$0.00
	JV032626	308733	GALE		Gale Ebook Subscription 2026	\$150.00	\$0.00
	JV032626	308734	GEFROH ELECTRIC		GA terminal emergency lighting	\$2,715.40	\$0.00
	JV032626	308735	GENERAL ONE TIME PAY	Amber Kraft	Paid for remote missing, remot	\$8.77	\$0.00
	JV032626	308736	GENERAL ONE TIME PAY	Brian Gartner	MI-2022-CR-00887 Cody Redfern	\$50.00	\$0.00
	JV032626	308737	GENERAL ONE TIME PAY	Dan Lawson	MI-2019-CR-01056 Wyatt Knutson	\$100.00	\$0.00
	JV032626	308738	GENERAL ONE TIME PAY	Jade Carson	Christopher Bean MI-2023-CR-01	\$50.00	\$0.00
	JV032626	308739	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steier MI-2023-CR-00650	\$75.00	\$0.00
	JV032626	308740	GENERAL ONE TIME PAY	Kelsey Spidahl	Daniel Chinnis MI-2023-CR-0115	\$100.00	\$0.00
	JV032626	308741	GENERAL ONE TIME PAY	Lindsay Kreger	Benjamin Vandenberghe MI-2022-	\$50.00	\$0.00
	JV032626	308742	GENERAL ONE TIME PAY	Michaela Young	Richard Graham Restitution MI-	\$100.00	\$0.00
	JV032626	308743	GENERAL ONE TIME PAY	ND Child Support	MI-2019-CR-01197/Bo Cramer Res	\$110.00	\$0.00
	JV032626	308744	GENERAL ONE TIME PAY	Shirley Asum	Cheyenne Ryan MI-2024-CR-00277	\$20.00	\$0.00
	JV032626	308745	GENERAL ONE TIME PAY	Target	Jerome fletcher MI-2024-CR-005	\$20.00	\$0.00
	JV032626	308746	GENERAL ONE TIME PAY	Wal-Mart	Julio Fiorotto MI-2025-CR-0100	\$83.99	\$0.00
	JV032626	308747	GENERAL ONE TIME PAY	Walmart	MI-2025-CR-01008 Michaela Bjor	\$40.00	\$0.00
	JV032626	308748	GENERAL ONE TIME PAY	Zuber Ahmed Abdikadir	Ryan Gates Restitution MI-2025	\$50.00	\$0.00
	JV032626	308749	GENERAL TRADING		010; HAIR PIN, 3/16	\$45.87	\$0.00
	JV032626	308750	GERDAU RECYCLING		1/8 X 6 FLAT	\$17.31	\$0.00
	JV032626	308751	GILLIG, LLC		SHOCK; FRONT SHOCKS BUS	\$581.70	\$0.00
	JV032626	308752	GRAINGER		EXPANDABLE TOOL 3/8"-16 STEEL	\$310.13	\$0.00
	JV032626	308753	H.A. THOMPSON & SONS, INC.		HVAC Maintenance agreement Mar	\$2,729.00	\$0.00

	JV032626	308754	HAWKINS, INC.	Hydrofluosilicic Acid	\$2,845.74	\$0.00
	JV032626	308755	HIGH POINT NETWORKS, LLC	HPE Servers, Alletra Storage a	\$24,240.00	\$0.00
	JV032626	308756	HOUSTON ENGINEERING, INC.	AWIA RECERTIFICATION ASSISTANC	\$3,912.00	\$0.00
	JV032626	308757	INFOUSA MARKETING, INC.	Data Axle 2026	\$2,095.00	\$0.00
	JV032626	308758	INGRAM LIBRARY SERVICES, LLC	Credit on Account	\$3,160.76	\$0.00
	JV032626	308759	JAMES W. GROTE JR.	Wind Phone	\$800.00	\$0.00
	JV032626	308760	JOHNSON EYECARE AND EYEWEAR	Replacement of Lightfoot's gla	\$959.95	\$0.00
	JV032626	308761	KYBER COLUMBARIUM & CONSULTING INC	Four (4) Columbarium Sections	\$92,000.00	\$0.00
	JV032626	308762	LEARNING OPPORTUNITIES, INC.	Children's Book	\$12.99	\$0.00
	JV032626	308763	LOWES PRINTING, INC.	NOTARY STAMP MIKAYLA MCWILLIAM	\$40.00	\$0.00
	JV032626	308764	M-B COMPANIES, INC	Broom actuator pin set for Uni	\$230.54	\$0.00
	JV032626	308765	MAD DOG BROKERAGE INC	68.86 Tons Salt	\$7,368.02	\$0.00
	JV032626	308766	MAIN ELECTRIC CONSTRUCTION	N Broadway Pushbutton Replacem	\$23,724.00	\$0.00
	JV032626	308767	MEDALLUS & VACHAROTHONE LTD	2025 Dec Medallus	\$3,095.00	\$0.00
	JV032626	308768	MENARDS	2" SUCTION CUP HOOKS	\$3.96	\$0.00
	JV032626	308769	MIDWEST TAPE	DVDs	\$897.46	\$0.00
	JV032626	308770	MINOT AUTO	HOSE; UPPER RAD HOSE	\$220.48	\$0.00
	JV032626	308771	MINOT EMPLOYEE DONATIONS	Minot Employee Donations	\$687.12	\$0.00
	JV032626	308772	MINOT PARK DISTRICT	March 2026 State Aid paid to P	\$50,535.95	\$0.00
	JV032626	308773	MINOT RIFLE & PISTOL CLUB	New officer firearm training-F	\$600.00	\$0.00
	JV032626	308774	MR. LAWN	Additional Services from Mr. L	\$140.00	\$0.00
	JV032626	308775	ND DEPT OF WATER RESOURCES	HSPS ELECTRICITY USAGE JAN 202	\$74,654.10	\$0.00
	JV032626	308776	ND FRATERNAL ORDER OF POLICE	Police Union Due's/ Legal Defe	\$1,518.00	\$0.00
	JV032626	308777	ND LEAGUE OF CITIES	2026 Spring Workshop & Elected	\$200.00	\$0.00
	JV032626	308778	NEW VISION SECURITY, LLC	Annual fire alarm monitoring f	\$1,227.50	\$0.00
	JV032626	308779	O'REILLY AUTO PARTS	CLEANER; BRAKE CLEAN	\$138.72	\$0.00
	JV032626	308780	OLSON'S TOWING	Towing charges, monthly statem	\$3,474.00	\$0.00
	JV032626	308781	ONE CALL CONCEPTS, INC.	February OneCall tickets for T	\$19.80	\$0.00
	JV032626	308782	OSHKOSH AEROTECH, LLC	Jet bridge 3 PCair motor repla	\$3,237.56	\$0.00
	JV032626	308783	OVERHEAD DOOR CO. OF MINOT	Repair overhead door on Quonse	\$255.00	\$0.00
	JV032626	308725	PARKLAND USA CORPORATION	008; DIESEL EXHAUST FLUID	\$1,963.51	\$0.00
	JV032626	308784	PATRIOT FIRE & SAFETY INC	Hose appliances for truck	\$321.01	\$0.00
	JV032626	308785	PRINGLE & HERIGSTAD, P.C.	Miranda Fox Crt App Att Fee Ml	\$442.50	\$0.00
	JV032626	308786	PRO INDUSTRIAL LLC	Yearly Crane Inspections	\$8,920.03	\$0.00
	JV032626	308787	RAILROAD MANAGEMENT COMPANY III,LLC	sewer pipeline crossing	\$458.76	\$0.00
	JV032626	308788	RDO EQUIPMENT	ARM REST; ARM REST	\$311.71	\$0.00
	JV032626	308789	SANITATION PRODUCTS	TUBE ASSY; TUBE ASSY	\$1,144.69	\$0.00
	JV032626	308790	SIGN SOLUTIONS USA	Kleen Break - Shear Bolt w/har	\$228.66	\$0.00
	JV032626	308791	SRF CONSULTING GROUP	SRF - TRANSIT DEVELOPMENT PLAN	\$17,400.08	\$0.00
	JV032626	308792	TIMMONS GROUP	4922 - CITYWORKS SOFTWARE UPGR	\$12,744.00	\$0.00
	JV032626	308793	TRINITY HEALTH	Trinity Ergo Assessment	\$275.00	\$0.00
	JV032626	308794	TYLER TECHNOLOGIES, INC.	software annual fee, SRO eCita	\$1,275.00	\$0.00
	JV032626	308795	VISIT MINOT	March 2026 Motor Vehicle Tax	\$37,557.40	\$0.00
	JV032626	308796	WALLWORK TRUCK CENTER	SENSOR; EGR PRESSURE SENSOR	\$47,994.34	\$0.00
	JV032626	308797	MINOT			
	JV032626	308797	WESTLIE FORD	--; RIGHT FLEX EXHAUST	\$1,209.64	\$0.00
	JV032626	308798	WESTLIE TRUCK CENTER	Westlie Truck Statement	\$4,715.06	\$0.00
	JV032626	308799	WORLD BOOK, INC.	2025 World Book Encyclopedia	\$1,175.00	\$0.00
03/27/2026	JV032726	308800	JOHNSON CONTROLS BUILDING SOLUTIONS LLC	Johnson Controls invoice# 1-13	\$7,077.35	\$0.00
			Total		\$5,378,847.70	\$0.00



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk
Dale Plessas, Deputy Police Chief

DATE: April 6, 2026

SUBJECT: ALCOHOLIC BEVERAGE LICENSE

I. RECOMMENDED ACTION

It is recommended City Council approve Joe's Italian, LLC dba Joe's Italian (7 1st St SE) for a Supper Club license from April 6, 2026, to December 31, 2026.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny the license and the restaurant could not sell alcohol until City Council approves the license for 2026.



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk
Dale Plessas, Deputy Police Chief

DATE: April 6, 2026

SUBJECT: ALCOHOLIC BEVERAGE LICENSE

I. RECOMMENDED ACTION

It is recommended City Council approve Thai Hot, LLC dba Thai Hot Sushi Don (23 Main St S #B2) for a Retail Beer and Wine license from April 6, 2026, to December 31, 2026.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny the license and the restaurant could not sell alcohol until City Council approves the license for 2026.



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk
Dale Plessas, Deputy Police Chief

DATE: April 6, 2026

SUBJECT: ALCOHOLIC BEVERAGE LICENSE

I. RECOMMENDED ACTION

It is recommended City Council approve HOPR, LLC dba Down Under Bar (23 Main St S #B1) for a Retail Beer and Wine license from April 6, 2026, to December 31, 2026.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny the license and the restaurant could not sell alcohol until City Council approves the license for 2026.



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 6, 2026

SUBJECT: REQUEST FOR BIDS FOR HARVESTING OF HAY LAND/CROP ON AIRPORT

I. RECOMMENDED ACTION

It recommended City Council authorize the Airport Director to advertise and issue a Request for Bids for Harvesting Hay Land/Crop; and authorize the Mayor to sign the contract once the highest bidder is determined.

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The hay land harvesting contract expired October 31, 2025. In order to remain in compliance with the Airport's Wildlife Hazard Management Plan (WHMP), it is recommended that the acreage be contracted out for cutting and removal.

B. Proposed Project

The approved request for bids will provide an opportunity for additional revenue generation for the duration of the term while also ensuring compliance with Airport's WHMP, which has been approved by the Federal Aviation Administration (FAA).

C. Recommendation Detail

The Airport Staff recommend the bidding of the haying services to maximize potential revenue generation. Timely approval of the contract will allow for continued generation of revenue as well as generating interest in farmers before the busy farming season begins.

IV. IMPACT

A. Service/Delivery Impact:

N/A

B. Fiscal Impact

Revenue derived from the sale of hay will be utilized to offset Airport operations costs.

VI. ALTERNATIVES

1. City Council could direct Airport staff to care for the agricultural land through mowing rather than contract it out. This would result in a loss of revenue for the Airport and would require a considerable amount of time for the Airport staff to dedicate to this effort throughout the summer months.
2. City Council could direct Airport staff to forgo the maintenance of the land resulting in non-compliance with the Wildlife Hazard Management Plan. This could potentially impact the Airport's ability to maintain its FAA Part 139 Commercial Operating Certificate, ultimately resulting in the loss of commercial air service.



SERVICE-PLUS-ACQUISITION AGREEMENT

between

City of Minot, ND and _____

This Minot International Airport ("Airport") Hay Harvesting Service-Plus-Acquisition Agreement ("Agreement") is entered into on this _____ day of _____, 2026, by and between the City of Minot, ND, a municipal corporation, whose principal address is 10 3rd Ave. SW, PO Box 5006, Minot, ND 58702-5006 ("City") and _____, a _____, whose mailing address is _____ ("Provider"), sometimes referred to individually herein as "Party" and collectively as "Parties."

WHEREAS, City is seeking services ("Services") for cutting, baling and removing hay ("Acquisition" or any capitalized form thereof) from designated areas of the Airport Property ("Property"); and

WHEREAS, Provider shall provide the Services herein and shall pay the City, at the Rate provided herein, for Acquisition of bales harvested and removed from the Property; and

WHEREAS, A Request for Bids ("RFB") was published on _____ (date) and _____ (Provider) submitted a timely bid which was received by the City Clerk on _____ (date); and

WHEREAS, On _____ (date), the Minot City Council accepted the proposal submitted by the Provider for hay harvesting Services and Acquisition.

NOW, THEREFORE, City and Provider do mutually agree as follows:

1. Base Term. The initial term of this Agreement ("Base Term") shall commence May 1, 2026 and shall remain in full force and effect through April 30, 2027, unless earlier terminated in accordance with this Agreement.
2. Renewal Term Option. The City shall have the option to renew this Agreement, in whole or in part, for a renewal term ("Renewal Term") not to exceed the Base Term Agreement Term. This Renewal Term option can be executed for up to two (2) twelve-month terms.

- a. City may execute the option to renew by giving written notice to the Provider on or before March 1, prior to the end of the Base Term or any Renewal Term.
 - b. If City executes the option to renew, and Provider accepts the option to renew, all terms and conditions of this Agreement shall apply during the forthcoming Renewal Term.
 - c. If City fails to execute the option to renew by March 1 of the current Base or Renewal Term, the option to renew shall lapse and this Agreement shall terminate on the forthcoming April 30th.
 - d. Renewal of this Agreement is contingent upon the Provider's satisfactory performance under this Agreement during the Base Term, and any Renewal Terms, and compliance with all material obligations herein.
3. Rate. Provider shall pay the City the sum of \$_____/ton for all hay cut, baled and removed/Acquired from the Property in accordance with the terms of this Agreement.
4. Exhibits. The following exhibits are included and incorporated as if fully set forth herein:
 - a. **Exhibit A**: Scope of Services and Acquisition
 - b. **Exhibit B**: Bid Sheet and Property Map
 - c. **Exhibit C**: Federal Regulations
 - d. **Exhibit D**: Insurance Requirements
 - e. **Exhibit E**: Other Applicable Terms and Conditions
5. City's Responsibilities. City agrees to:
 - a. Provide prompt notification to Provider if land available for haying on the Property changes.
 - b. Provide prompt notification to Provider of any updates to the Airport's Wildlife Hazard Management Plan, or any other Airport Rules and Regulations pertaining to this Agreement.
 - c. City is NOT required to provide notice to Provider prior to any required maintenance for its ongoing projects or activities on the Property, including but not limited to, cutting certain areas of the Property for an air show, ongoing storm water, and/or drainage projects

- i. Provider understands that the areas approved for haying may change as a result of the City performing necessary maintenance for projects.
- 6. Provider's Responsibilities. Provider agrees to comply with and provide the Services described in the following Exhibits:
 - a. **Exhibit A**: Scope of Services and Acquisition
 - b. **Exhibit B**: Bid Sheet and Property Map
 - c. **Exhibit C**: Federal Regulations
 - d. **Exhibit D**: Insurance Requirements
 - e. **Exhibit E**: Other Applicable Terms and Conditions
- 7. Insurance. Provider must maintain insurance, for itself and any approved subcontractors, through companies authorized to offer insurance coverage in North Dakota, as set forth in the attached **Exhibit D**, and shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement.
- 8. Indemnification and Limitation of Liability. Provider agrees to indemnify and hold harmless the City and their officers and employees against any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damage and will hold and save each of them harmless from any and all actions, suits, claims, damages to persons or property losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Provider, its officers and/or employees arising from fault in acts or omissions of Provider, or arising from Provider's performance of or failure to perform any term, provision, covenant or condition of this Agreement. It is further agreed and understood by and between the Parties hereto that such indemnification does not extend to the fault, negligence or willful misconduct of persons other than the officers and/or employees of Provider. This obligation shall continue after termination of this Agreement.
- 9. Notices. All notices or other communications required under this Agreement must be given by registered, certified mail or email with return receipt requested and are complete on the date postmarked or sent when addressed to the Parties at the following addresses:

Provider:

Name:

Address:

Address:

Email:

City of Minot:

City of Minot

Attn: City Clerk

PO Box 5006

Minot, ND 58702-5006

clerk@minotnd.gov

Service of notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit in the United States Post Office shall be deemed to have been given three (3) consecutive business days following deposit of the same in custody of said postal service. Notice given by email shall be deemed to have been given upon delivery to the other Party. Either Party hereto may, from time to time, by written notice to the other, designate a different address or person, which shall be substituted for that specified above.

10. Termination.

- a. Termination Without Cause. Either City or Provider may terminate this Agreement with thirty (30) calendar days' written notice to the other Party of the terminating Party's intent to terminate before the expiration of this Agreement.
- b. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of both Parties, executed in writing.
- c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other terms and conditions of this Agreement or fails to diligently perform the work in a manner that reasonably ensures completion of this Agreement in accordance with its terms; or
 - iii. Specifically, if Provider uses the Property for purposes other than specified in **Exhibits A and B**, or has failed to pay agreed-upon rates prior to the agreed-upon dates.

- iv. Notice Requirement. The City shall provide written termination notice to Provider identifying (i) the Services the City alleges Provider has failed to provide and/or, (ii) the other provisions of this Agreement the City alleges Provider has failed to perform. Termination pursuant to this Paragraph 10(c) shall only be effective if Provider fails to cure the deficiencies identified in the City's notice within fifteen (15) calendar days of Provider's receipt of the City's written notice.
 - d. Termination in the Public's Interest or Loss of Authority. If the City otherwise loses legal authority to perform its obligations, the City may terminate this Agreement upon written notice to Provider, without penalty or further obligation. Such termination shall be effective on the date specified in the notice, and the Provider shall pay the City for any Acquisition properly rendered up to the effective date of termination.
 - e. Pro-rata Compensation. In the event of termination, City shall be entitled to be paid for all bales harvested and Acquired through the date of cessation.
11. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, open records, and civil rights. Provider's failure to comply with this section and **Exhibit C** may be deemed a material breach by Provider entitling the City to terminate for cause in accordance with Section 10c of this Agreement.
12. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy and as set forth in the Federal Regulations attached hereto as **Exhibit C** to this Agreement. In the event there is any question as to whether this Agreement or the language in the Exhibits control, the most restrictive interpretation shall be applied. If Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within thirty (30) calendar days of receipt. Records may include, but not be limited to, bale counts, weigh slips, employee information, payment information, any seeds planted (per RFP), and City approvals/notifications, etc.
13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and

the same instrument. Signatures delivered by facsimile, email in portable document format (PDF), or through a secure electronic signature platform shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. Both Parties agree that an electronic signature has the same force and effect as a manual signature.

14.Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

15.Authority to Execute. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully 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 each Party, its successors and assigns in accordance with its terms.

PROVIDER

CITY OF MINOT, NORTH DAKOTA

Name:

Mark Jantzer, Mayor

Date: _____

Date: _____

David Lakefield, Finance Director

Date: _____

Mikayla McWilliams, City Clerk

Date: _____

Exhibit A
Scope of Services and Acquisition

- A. Provider agrees to cut, bale, and remove/Acquire hay from the areas of the Property designated in the property map attached hereto as **Exhibit B**. The designated areas equate to approximately seven hundred (700) acres.
- B. Provider shall cut, bale, and remove/Acquire hay prior to reaching 12" in height.
- C. Provider shall pay the City the sum of \$_____/ton for all hay cut, baled and removed/Acquired from the Property in accordance with the terms of this Agreement.
- D. Provider will be responsible for complying with all applicable airfield regulations including Airport Driver's Training, Airport access control, security badge training for all personnel pending successful background check results, coordination with Airport Operations and Air Traffic Control as necessary, and compliance with the Airport's Wildlife Hazard Management Plan (WHMP), a copy of which is available, upon request, from the Airport Operations and Maintenance Manager.
- E. Safety Training. Provider, and any employees/helpers anticipated to work under this Agreement, agrees to schedule a meeting with Airport Operations and Administration to review airport safety and security prior to commencing operations on the Property. This requirement extends to any Renewal Option Term provided herein.
- F. Access to the Property.
 - a. Upon successful completion of Safety Training, keys and/or badges will be provided to Provider to access the gate. Keys and/or badges must be returned to the Airport Security Coordinator upon conclusion of this Agreement or when requested by the Airport Director or designee.
 - b. Provider shall obtain access to the Property only through gates designated by the Airport Security Coordinator and must abide by all security regulations pertaining to the safe operation of the Airport.
 - c. All gates must remain securely locked at all times unless Provider is entering or exiting the gate.

- d. Provider shall only access the Property during the haying season for the purpose of haying on the Property, and Provider is not permitted under this Agreement to access the Property for any other purpose without first securing written permission from the Airport Operations Manager.
- G. The Airport's WHMP will be provided to the Provider upon request to the Airport Operations and Maintenance Manager. The Provider agrees to comply with all of the Airport's WHMP requirements, which explicitly includes the following:
 - a. hay cutting shall be done prior to seed production; and
 - b. hay shall not be stored on the airfield and thus be immediately moved to perimeter fence lines and removed off premises as soon as possible after baling; and
 - c. all existing alfalfa crops be naturally diminished and converted to grass over time; and
 - d. manage airfield vegetation and agricultural activity in a manner that poses the least amount of wildlife attractants.
- H. If the Provider wants to seed the Property, such seeding will be done at the Provider's sole expense and only with the written pre-approval of the Airport Operations and Maintenance Manager, to include pre-approval of the seed variety prior to application on the Property.
- I. The Provider shall be required to:
 - a. provide bale counts and certified weigh slips for each hay cutting and bale removal/Acquisition from the Property; and
 - b. provide weigh slips and bale counts to the Airport in advance of payment to the City; and
 - c. ensure all bales are removed from the Property by October 1 of each Term; and
 - d. return to Airport Administration all security badges and keys within seven (7) calendar days after final seasonal bale removal.
- J. Payment to the City will be made within thirty (30) calendar days after final seasonal bale removal and will only be accepted if corresponding bale

- counts and weigh slips have been received and approved by the Airport Operations and Maintenance Manager prior to accepting payment; and
- K. Airport Operations and Maintenance Manager reserve the right to perform independent bale counts and weighing; and
- L. Provider agrees to comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to their operations on the Property. These Federal Requirements may be amended from time to time and a copy of the latest requirements are attached hereto as **Exhibit C**.

Exhibit B
MOT Property Map

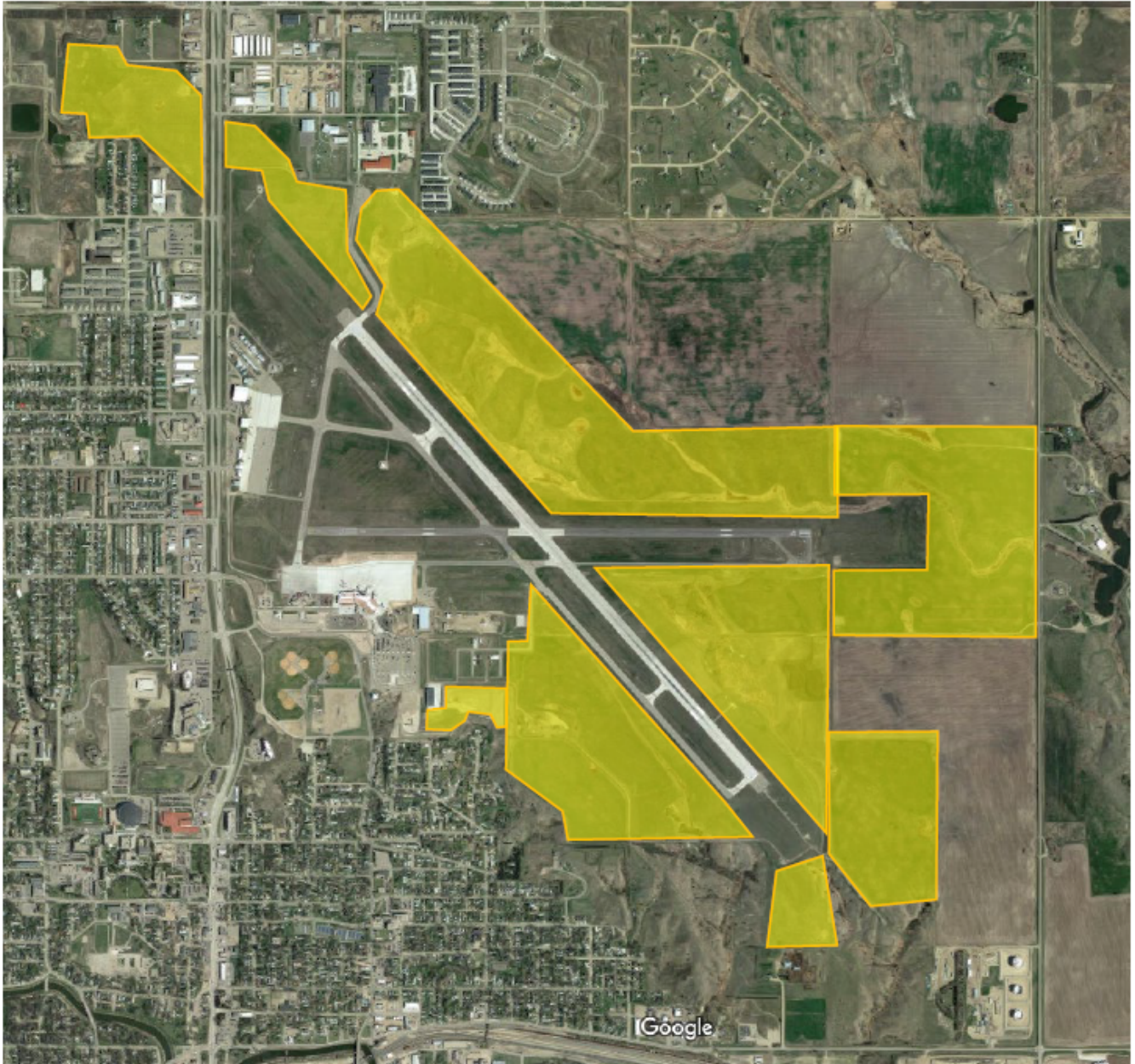


Exhibit C Federal Requirements

Information in this section is derived from the *Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects*, issued on March 17, 2026, by the Federal Aviation Administration (FAA), Airport Division.

CIVIL RIGHTS – GENERAL (A4)

GENERAL CIVIL RIGHTS PROVISIONS (A4.3.1 – A4.3.3)

In all its activities within the scope of its airport program, the Provider agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Provider and subcontractors from the bid solicitation period through the completion of the contract.

If the Provider transfers its obligation to another, the transferee is obligated in the same manner as the Provider. The above provision obligates the Provider for the period during which the property is owned, used or possessed by the Provider and the airport remains obligated to the Federal Aviation Administration.

CIVIL RIGHTS – TITLE VI ASSURANCES

TITLE VI SOLICITATION NOTICE (A5.3.1):

The PROVIDER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all providers will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

TITLE VI LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES (A5.4.1)

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced

or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 providers, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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).

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (A5.4.2)

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

1. **Compliance with Regulations:** The Provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Provider 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 Provider of the

Provider's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Provider 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 City of Minot or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a provider is in the exclusive possession of another who fails or refuses to furnish the information, the Provider will so certify to the City of Minot or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Provider's noncompliance with the nondiscrimination provisions of this contract, the City of Minot will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Provider under the contract until the Provider complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Provider 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 Provider will take action with respect to any subcontract or procurement as the City of Minot or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request the City of Minot to enter into any litigation to protect the interests of the City of Minot. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY (A5.4.3)

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the City of Minot will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §§ 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Minot all the right, title and interest of the U.S. Department of Transportation/Federal Aviation

Administration in and to said lands described in Exhibit B (Property Map) attached hereto or other exhibit describing the transferred property and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Minot and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Minot, its successors and assigns.

The City of Minot, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Minot will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM (A5.4.4)

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of

Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, City of Minot will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Minot will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Minot and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A5.4.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Minot pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Minot will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Minot will there upon revert to and vest in and become the absolute property of City of Minot and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

DOMESTIC PREFERENCES FOR PROCUREMENTS (A25)

SOURCE (A25.1)

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS (A25.3)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (A15)

SOURCE (A15.1)

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Provider | Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Provider | Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (A17)

SOURCE (A17.1)

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (A13)

SOURCE (A13.1)

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

Provider and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

Exhibit D

Insurance Requirements

1. Commercial general liability, including premises or operations, contractual and products or completed operations coverages (if applicable), with minimum liability limits of:
 - a. \$2,000,000 per occurrence/general aggregate
2. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum combined single limit of \$2,000,000 per occurrence.
3. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Agreement. For the purposes of this Agreement, the only state of operation is North Dakota.
 - a. If not required by law to maintain workers' compensation insurance, Provider must provide a notarized statement that if he or she is injured, he or she will not hold the City responsible for any payment or compensation.
4. The insurance coverage listed above must meet the following additional requirements:
 - a. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of Provider. The amount of any deductible or self-retention is subject to approval by the City. At the option of the City, the insurer shall reduce or eliminate such self-insured retentions, or Provider or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - b. 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 City.
 - c. The duty to defend, indemnify, and hold harmless the City under this

- Agreement shall not be limited by the insurance required in the Agreement.
- d. The City shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The City shall have all the benefits, rights, and coverage 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 Provider.
 - e. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the City.
 - f. Provider shall furnish a certificate of insurance to the City within five (5) business days of such request and must be received and accepted by the City prior to Agreement execution and/or before any work begins.
 - g. Failure to provide insurance as required in this Agreement is a material breach of the Agreement, entitling the City to terminate this Agreement immediately.
 - h. Provider shall provide sixty (60) calendar days' notice of any cancellation or material change to the policies or endorsements. Provider shall provide on an ongoing basis a certificate of insurance during the term of the Agreement. A renewal certificate will be provided ten (10) calendar days prior to coverage expiration. An updated, current certificate of insurance shall be provided within ten (10) calendar days in the event of any change in policy.

Exhibit E
Other Applicable Terms and Conditions

1. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or to incur obligations on behalf of the City.
2. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
3. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
4. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the Parties shall meet and confer to advise whether that term is a material term of this Agreement. If both Parties agree to sever that term from the Agreement, the rights and obligations of the Parties are to be construed and enforced as if the Agreement did not contain that term. If one or both of the Parties claim the illegal or unenforceable term was a material term of the Agreement, then the Parties shall renegotiate the Agreement to address the illegal or unenforceable term in an equitable manner.
5. Attorneys' Fees. In the event a lawsuit is initiated to obtain performance due under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs in connection with the lawsuit.
6. Waiver. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision, nor shall such failure affect the City's right to enforce that provision at a later time. A written waiver shall apply only to the specific instance identified and shall not operate as a continuing waiver.
7. Entire Agreement, Modification and Headings. This Agreement, including any Exhibits, constitutes the entire Agreement between the Parties. There are no understandings, contracts, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written Agreement signed by both Parties. Headings in

this Agreement are for convenience and reference only. They shall not be used to explain, restrict or enlarge, or otherwise modify any provision of this Agreement.

8. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Both Parties consent to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
9. Independent Contractor. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
10. Subcontracting or Assignment. Provider shall not contract with other person(s) or entity/entities to perform, in whole or part, Services/Acquisition required under this Agreement without the written approval of the City except as otherwise provided herein. No Services/Acquisition to be provided under this Agreement shall be transferred, assigned or subcontracted without the prior written approval of the City.

**REQUEST FOR PROPOSALS
CITY OF MINOT, ND
2026 MINOT INTERNATIONAL AIRPORT HAYING CONTRACT**

1. GENERAL

- A. The intent and purpose of this Request for Bids is to solicit sealed bids from interested parties seeking to be responsible for cutting, baling, and removing hay from designated areas of the Minot International Airport ("Airport") property ("Property") beginning May 1, 2026 and ending April 30, 2027 ("Contract").
- B. The City shall have the option to renew this Agreement, in whole or in part, for a renewal term ("Renewal Term") not to exceed the Base Term Agreement Term. This Renewal Term option can be executed for up to two (2) twelve-month terms, by March 1 of each year.

2. SCOPE OF SERVICES

- A. The Contract will be for cutting, baling, and removing hay from designated areas of the Property. The designated areas equate to approximately seven hundred (700) acres; for reference, a pictorial illustration has been included on the Bid Sheet within this Request for Proposals packet.
- B. The successful bidder will be responsible for complying with all applicable airfield regulations including Airport Driver's Training, Airport access control, security badge training for all personnel pending successful background check results, coordination with Airport Operations and Air Traffic Control as necessary, and compliance with the Airport's Wildlife Hazard Management Plan (WHMP), a copy of which is available, upon request, from the Airport Operations and Maintenance Manager.
- C. The Airport's WHMP will be provided to the Provider upon request to the Airport Operations and Maintenance Manager. The provider agrees to comply with all of the Airport's WHMP requirements, which explicitly includes the following:
 - a. hay cutting be done prior to seed production; and
 - b. hay shall not be stored on the airfield and thus be immediately moved to perimeter fence lines and removed off premises as soon as possible after baling; and
 - c. all existing alfalfa crops be naturally diminished and converted to grass over time; and
 - d. manage airfield vegetation and agricultural activity in a manner that poses the least amount of wildlife attractants.
- D. If the successful bidder wants to seed the Property, such seeding will be done at the successful bidder's sole expense and only with the written pre-approval of the Airport Operations and Maintenance Manager, to include pre-approval of the seed variety prior to application on the Property.
- E. The successful bidder will be required to:
 - a. provide bale counts and certified weigh slips for each hay cutting and bale removal/Acquisition from the Property; and
 - b. provide weigh slips and bale counts to the Airport in advance of payment to the City; and
 - c. ensure all bales are removed from Property by October 1 of each Term; and
 - d. return to Airport Administration all security badges and keys within seven (7) calendar days after final bale removal.
- F. Payment to the City will be made within thirty (30) calendar days after final seasonal bale removal and will only be accepted if corresponding bale counts and weigh slips have been received and approved by the Airport Operations and Maintenance Manager prior to accepting payment; and

- G. Airport Operations and Maintenance Manager reserves the right to perform independent bale counts and weighing; and
- H. Provider understands that the areas approved for haying may change as a result of the City performing necessary maintenance for projects.

3. BID SPECIFICATIONS

- A. The bid price shall be expressed in dollars per ton; and
- B. The bid price per ton shall remain the same for any second or subsequent cuttings made at any point during the Contract term; and.
- C. Successful bidder will be required to complete a badge application and criminal history background check needed for badge issuance; associated fees will be at the bidder's own cost; and
- D. Successful bidder will also be required to maintain proper and sufficient insurance to indemnify the City of Minot/Minot International Airport from any injury or damage(s) which may arise out of successful bidder's operation and performance, per the scope of work outlined above; and
- E. Bids must contain the name and phone number of the individual with whom communication can be made; and
- F. All submittals must be received at the address and by the date and time specified in Paragraph 4 of this Request for Bids; and
- G. All submittal envelopes must be sealed and clearly marked, "Request for Proposals – Minot International Airport Haying Contract"; and
- H. The City of Minot reserves the right to extend the Request for Proposals submittal date for any reason; and
- I. The City of Minot reserves the right, at any time, to reject any and all submittals, make requests for new RFPs, and to accept any submittal and make award of a Contract that is deemed to be in the best interest of the City of Minot and the Minot International Airport.

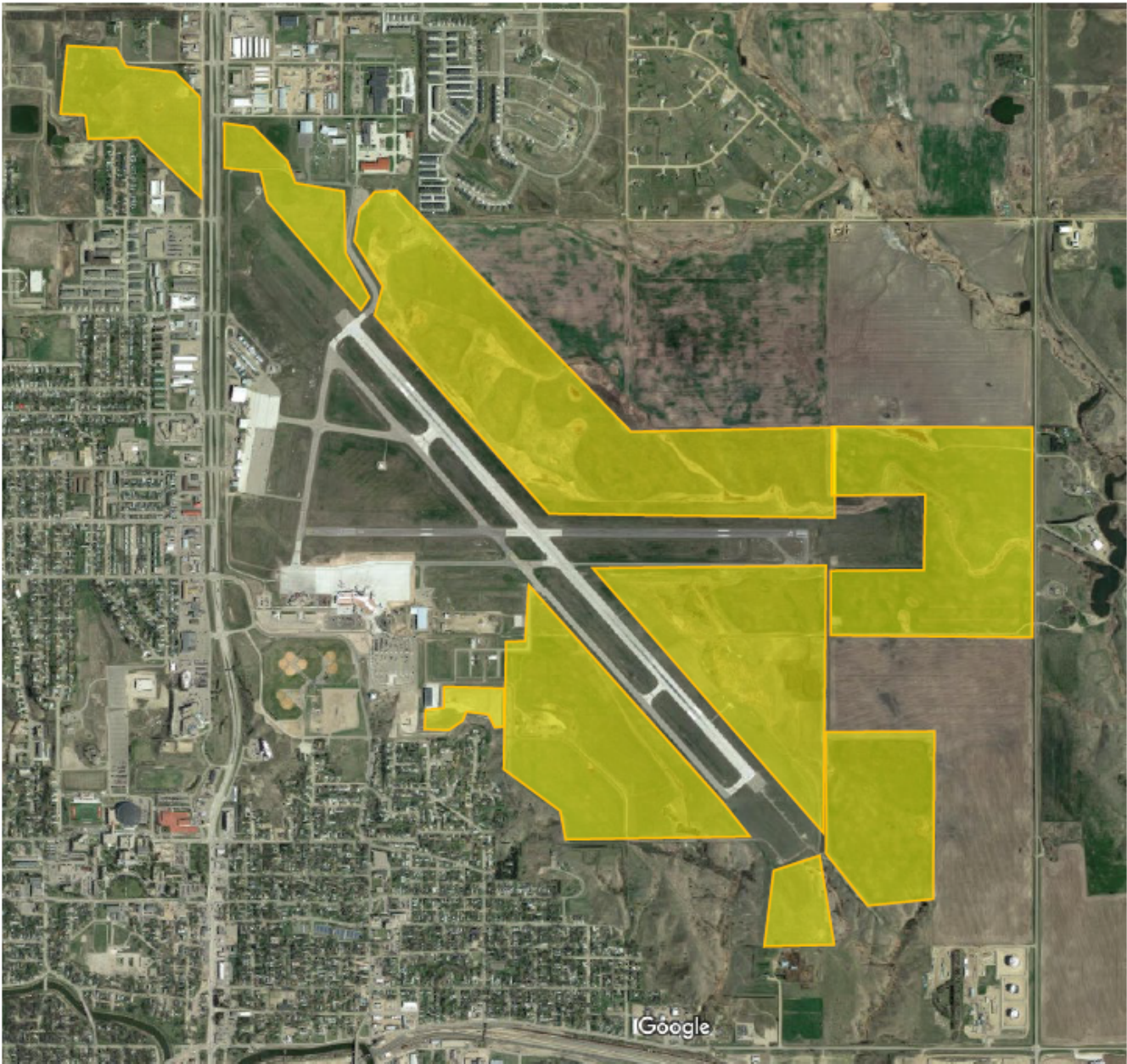
4. RECEIPT OF PROPOSALS AND BID OPENING

- A. The City Clerk of the City of Minot will receive sealed bids at the City Clerk's Office at City Hall (10 3rd Ave. SW, 3rd Floor), Minot, North Dakota, until _____ (TIME) on _____ (Date), 2026.
 - i. Bids received after this time will be returned unopened to the bidder.
- B. Bidders are invited to be present at the opening of the bids at _____ (TIME) on _____ (Date), 2026 in the City Council Chambers at City Hall.

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**Bid Sheet
City of Minot, ND
2026 Minot International Airport Haying Contract**

Bidder Name	Phone Number	Total Bid (\$ per Ton)



Designated Haying Area = Approximately 700 Acres



TO: Mayor and Members of the City Council

FROM: Brent Weber, Deputy Fire Chief

DATE: April 6, 2026

SUBJECT: CARE RESOURCE CONNECTION SCOPE OF WORK AGREEMENT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

The City of Minot Fire Department entered into a contract with Care Resource Connection (CRC) in 2025. The attached Scope of Work and contract is the extension and added tasks that CRC will be doing for the Minot Fire Department. The original contract was signed to develop and launch a Community Outreach program along with Trinity Ground and Trinity Patient Care to reduce frequent repeat callers of the 911 system to provide better pre-hospital and post-hospital care.

B. Proposed Project

The Scope of Work document contains the items that CRC will be doing for the next calendar year. Also attached is the contract extension.

C. Recommendation Detail

Approve and sign the Scope of Work and contract to continue the working relationship with Care Resource Connection.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

This program is targeting ways to reduce the frequent users of our 911 system. Types of calls that are being targeted are lift assists, falls and general issues with health. Once potential patients are identified and willing, a team will discuss and provide alternate agencies for that patient's type of assistance needed.

This will affect the citizens of Minot by improving the pre and post-hospital care by working with agencies within Minot to assist in the patient's care.

C. Fiscal Impact

Project Costs

Care Resource Connection Scope of Work agreement \$12,000.00

Project Funding

Other Professional Services: 10031000-43300

VI. ALTERNATIVES

Not sign the agreement and contract and Minot Fire will end the Community Outreach program.



Statement of Work No. 2 (the “Agreement”)

Effective Date: Upon execution by both parties.

Parties: This Agreement is entered into by and between:

- **Care Resource Connection** (“Consultant”), located at 15571 96th St NE, Otsego, MN 55330
 - **The City of Minot** (“Client”), located at 10 3rd Ave SW Minot, ND 58701
-

Scope of Services

The Consultant agrees to provide the Client with the following consulting services in support of the Community Health Alliance initiative:

Community Health Alliance (CHA) Program Direction

1. Implement the **Train-the-Trainer Hub Model** for the CHA program to assist neighboring departments in adopting and adapting the model used by the Minot Fire Department (MFD). This includes developing **Blueprint on Aging Strategies** to support an **Integrated Senior Emergency Response Effort**.
2. Collaborate with the Fire Department to establish a **Community Health Alliance** with key stakeholders. The goal is to create a network of referral partners to connect 911 callers to appropriate care and support services.
3. Provide **Care Coordination and Supportive Services** for 911 callers. This includes handling referrals, follow-ups, and supporting Community Risk Reduction staff during in-person visits.
4. Create and deliver **911 Call Reports** focused on nursing homes, assisted living facilities, senior residential buildings, and home care service sites. These reports are intended to enhance care coordination, promote resident safety, and support communication with medical directors and staff.

5. Create an **Opioid Response Team (ORT) Collaborative** for overdose 911 calls and mental health support with a Community Health Alliance (CHA) collaboration.
6. Continue the **Trinity Paramedic/Minot Fire Department Program** for high utilization 911 callers.
7. Conduct **weekly check-in calls** to assess needs, provide updates, and plan upcoming activities.
8. Facilitate **bi-monthly meetings** to support staff training, stakeholder engagement, and community collaboration.

Payment Terms

- **Pear Suite Referral Platform:** \$500.00 per month
- **Program Direction Services:** \$500.00 per month

Total Monthly Cost: **\$1,000.00**

- Invoices issued on the first day of the month, with payment due on the 15th of the month
- An annual prepayment option is available (\$12,000)

Acknowledgment

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the Effective Date.

Mayor:

Date:

Consultant: *Amy Lucht, CEO*

Date: 12/30/2025



**MASTER SERVICES AGREEMENT
Between
City of Minot, ND and Care Resource Connection**

This Master Services Agreement ("Agreement") by and between the City of Minot, ND, a municipal corporation located at 10 3rd Ave. SW, PO Box 5006, Minot, ND 58702-5006 ("City") and Care Resource Connection located at 15571 96th St. NE, Otsego, MN 55330 ("Consultant"), sometimes referred individually herein as "Party" and collectively as "Parties."

WHEREAS, Consultant has agreed to provide services relating to public health; and

WHEREAS, City desires to hire Consultant to carry out the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Description of Services and Conflicts. Subject to the terms and conditions set forth in this Agreement, the Consultant will provide to the City the services described in **Exhibit 1, Statement of Work No. 2** ("Services"), which is attached and incorporated into this Agreement by reference, and Consultant and City may execute from time to time additional Statement of Work ("SOW") that will also be rendered in accordance with the terms and conditions of this Agreement and in each case on the schedule and in accordance with the other requirements set forth in each applicable SOW. Each subsequent SOW shall state whether the Services described in the previous SOW shall be continued or discontinued. This Agreement and the applicable SOW will be construed as consistent with each other to the extent reasonably practicable, but in the event of a conflict, the most recent applicable SOW will control with respect to its subject matter.
2. Term. The term of this Agreement shall commence upon execution and shall remain in effect for one (1) two-year term starting January 1, 2026 through December 31, 2027. Upon written agreement by both Parties, this Agreement

may be extended one (1) additional two-year term. The Parties shall advise each other of their intent to extend the contract on or before August 1, 2027.

3. Pricing and Payment. Payment for Services shall be made by the City to the Consultant in the amount and in accordance with the terms set forth in **Exhibit 1** and the following:

- a. Monthly invoices will be provided to the City by the first (1st) day of each month and are subject to Net 30 payment terms.
 - i. A late fee of ten percent (10%) will be assessed for every thirty (30) days that an invoice is past due.
- b. An annual prepayment option of twelve thousand dollars (\$12,000) is available with additional terms as defined in Section 4(c) (Termination).
- c. In addition to any other right or remedy provided by law, if the City fails to pay for the Services when due, Consultant has the option to treat such failure to pay as a material breach pursuant to Section 4(c) of this Agreement and Consultant may cancel this Agreement and seek legal remedies. Similarly, if the Consultant fails to provide services as agreed upon hereto, City has the option to treat such failure to provide services as a material breach pursuant to Section 4(c) of this Agreement and City may cancel this Agreement and seek legal remedies, including a refund of prepaid fees prorated from the date of termination to December 31st of the prepayment year.
 - i. Notice Requirement. The City shall provide written termination notice to Consultant identifying (a) the Services the City alleges Consultant has failed to provide and/or (b) the other provisions of this contract the City alleges Consultant has failed to perform. Termination pursuant to this paragraph 3(c)(i) and Section 4(c) shall only be effective if Consultant fails to cure the deficiencies identified in City's notice within fifteen (15) days of Consultant's receipt of City's written notice.

4. Termination.

- a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both Parties executed in writing.

- b. Termination Without Cause. This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other Party of the terminating Party's intent to terminate before the expiration of this Agreement.
- i. If City terminates this Agreement or any SOW early for any reason, other than for Consultant's material breach of this Agreement, Consultant shall be paid the prorated amount due as of the effective date of termination and an early termination fee of five hundred dollars (\$500).
- c. Termination for Cause. Either Party may terminate this Agreement for cause by delivering written notice to the other Party specifying in reasonable detail the nature of the breach. The terminating Party must provide the breaching Party with fifteen (15) days from receipt of such notice to cure the identified breach. If the breaching Party fails to cure within such fifteen (15) day period, termination shall be effective upon expiration of the cure period, or any later date stated in the notice:
- i. If Consultant fails to provide Services required by this Agreement within the timeframe specified or any extension agreed to by the Parties, and fails to cure such deficiency within the fifteen (15) day cure period set forth above, Consultant shall refund any prepaid fees prorated from the date of failure to provide Services to December 31st of the prepayment year; or
- ii. If City materially breaches this Agreement and fails to cure such breach within the fifteen (15) day cure period set forth above, Consultant may terminate this Agreement or any SOW, and Consultant shall be paid the prorated amount due as of the effective date of termination and an early termination fee of two hundred fifty dollars (\$250).
- d. Termination for Lack of Funding or Authority. Notwithstanding anything to the contrary herein, City is a public entity whose authority to expend funds is subject to annual appropriation by the Minot City Council (the "Council"). In the event the Council fails to appropriate funds necessary to fulfill City's obligations under this Agreement for any fiscal period during the term, or if City otherwise loses legal authority to perform its obligations, City may terminate this Agreement upon written notice to Consultant, without penalty or further obligation. Such termination shall be effective on the date specified

in the notice, and City shall pay Consultant for Services properly rendered up to the effective date of termination subject to appropriated funds, or in the event the City has prepaid any fees, Consultant shall refund those fees prorated from the date of termination. Consultant acknowledges that City cannot commit funds beyond the current fiscal year.

- e. The rights and remedies of City provided in this Section 4 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 5. Proprietary Rights. Consultant agrees that the work products from the Services provided to City hereunder shall be owned by Consultant and City. Nothing contained in this Section 5 shall be construed as prohibiting Consultant from utilizing in any manner, knowledge, and experience of a general nature acquired in the performance of Services for City. Consultant reserves the right to use work produced for marketing purposes.
- 6. Independent Contractor Status: Consultant shall be in control of the time and way the Services are performed. Consultant is an independent entity under this Agreement and is not considered a City employee for any purpose.
- 7. Confidentiality. Consultant and its employees shall not, during the time of rendering Services to City or thereafter, disclose to anyone other than authorized employees of City, any Confidential Information. "Confidential Information" means that information classified as "confidential" under North Dakota's Open Records laws.
- 8. Compliance with Public Records Laws. Consultant understands that City must disclose to the public upon request any records it receives from the Consultant, subject to health information privacy laws and regulations. Consultant further understands that any records obtained or generated by Consultant under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law, again subject to health information privacy laws and regulations. Consultant agrees to contact City promptly upon receiving a request for information under the public records law and, at no additional expense to City, cooperate with City's response to the request.

9. Reports. In June and December, Consultant shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the obligations outlined in **Exhibit 1** of this Agreement to include annual expenditure report describing the expenditure of City of Minot funds provided under this Agreement. The annual expenditure report shall be submitted no later than April 30th of each year, in a format reasonably acceptable to the City Manager and Finance Director. Submission of the annual expenditure report shall be a condition of continued funding under this Agreement.
10. Authority to Contract. No part of this Agreement shall be construed to grant to the Consultant any authority to contract for, on behalf of, or incur obligations on behalf of the City.
11. Notice. All notices or other communications required under this Agreement must be given by registered, certified mail, or email and are complete on the date postmarked or sent when addressed to the Parties at the following addresses:

City:	Consultant:
City of Minot	Care Resource Connection
c/o City Clerk	c/o
P.O. Box 5006	15571 96 th St. NE
Minot, ND 58702	Otsego, MN 55330
clerk@minotnd.gov	amy@careresourceconnections.org

A Party may change the address to which notices are to be sent to it by giving written notice of such a change of address to the other Party in the manner provided for giving notice.

12. Compliance with Law. Consultant agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Consultant's failure to comply with this Section may be deemed a material breach by Consultant entitling the City to terminate in accordance with Section 4(c) of this Agreement.
13. Retention of Records and Audits. Consultant agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Consultant's records are audited by a third party,

Consultant shall provide the City with the results of the audit within thirty (30) days of receipt.

14. Indemnification. Consultant agrees to defend, indemnify, and hold harmless City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused by the acts or omissions of Consultant while Consultant is performing Services pursuant to this Agreement. Consultant also agrees to reimburse City for all costs, expenses, and attorneys' fees incurred if City prevails in an action against Consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall survive termination of this Agreement. To the extent allowed by North Dakota law, City agrees to defend, indemnify, and hold harmless Consultant, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused by the City's intentional or negligent acts or omissions. City also agrees to reimburse Consultant for all costs, expenses, and attorneys' fees incurred if Consultant prevails in an action against City in establishing and litigating the indemnification coverage provided herein. This obligation shall survive termination of this Agreement.

15. Insurance. At its sole cost, Consultant shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence; and (2) workers' compensation coverage meeting all statutory requirements. City, its agents, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. Consultant's duty to defend, indemnify, and hold harmless City under this Agreement shall not be limited by the insurance required in this Agreement. Consultant shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a

material breach, entitling City to terminate this Agreement pursuant to Section 4(c).

16. Assignment. Neither Party may assign or otherwise transfer or delegate any right or duty without the other Party's express written consent.
17. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
18. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
19. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Agreement did not contain that term. If one or both of the Parties claim the illegal or unenforceable term was a material term of this Agreement, then the Parties shall renegotiate the Agreement to address the illegal or unenforceable term in equitable manner.
20. Attorneys' Fees. In the event a lawsuit is initiated by either Party to enforce this Agreement, except if specifically prohibited by law, the non-prevailing Party shall pay the prevailing Party's reasonable attorneys' fees and costs in connection with the lawsuit.
21. Authority to Execute Agreement. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully 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 each Party, its successors and assigns in accordance with its terms.
22. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum

shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non convenes.

23.Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision, nor shall such failure affect either Party's right to enforce that provision at a later time. No waiver shall be effective unless made in writing and signed by the Party against whom enforcement of the waiver is sought. A written waiver shall apply only to the specific instance identified and shall not operate as a continuing waiver.

24.Entire Agreement and Modification. This Agreement, including any exhibits, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.

25.Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

26.Headings. Any headings or subheadings shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.

27.Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Signatures delivered by facsimile, email in portable document format (PDF), or through a secure electronic signature platform shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. Each Party agrees that an electronic signature has the same force and effect as a manual signature.

IN WITNESS WHEREOF, City and Consultant have each executed and delivered this Agreement as of the Effective Date.

****Signature Page to Follow****

City of Minot, North Dakota

Mark Jantzer, Mayor

Date: _____

David Lakefield, Finance Director

Date: _____

Mikayla McWilliams, City Clerk

Date: _____

Care Resource Connections

Amy Sucht, CEO
Name/Title:

Date: 3/16/2026

Exhibit 1
Statement of Work No. 2 ("Services")

Scope of Services

The Consultant agrees to provide the City with the following consulting services ("Services") in support of the Community Health Alliance initiative.

1. Community Health Alliance ("CHA") Program Direction:

- a. Implement the **Train-the-Trainer Hub Model** for the CHA program to assist neighboring departments in adopting and adapting the model used by the Minot Fire Department ("Minot FD"). This includes developing **Blueprint on Aging Strategies** to support an **Integrated Senior Emergency Response Effort**.
- b. Collaborate with the Minot FD to establish a **Community Health Alliance** with key stakeholders. The goal is to create a network of referral partners to connect 911 callers to appropriate care and support services.
- c. Provide **Care Coordination and Supportive Services** for 911 callers. This includes handling referrals, follow-ups, and supporting Community Risk Reduction staff during in-person visits.
- d. Create and deliver **911 Call Reports** focused on nursing homes, assisted living facilities, senior residential buildings, and home care service sites. These reports are intended to enhance care coordination, promote resident safety, and support communication with medical directors and staff.
- e. Create an **Opioid Response Team ("ORT") Collaborative** for overdose 911 calls and mental health support with a CHA collaboration.
- f. Continue the **Trinity Paramedic/Minot FD Program** for high utilization 911 callers
- g. Conduct **weekly check-in calls** to assist needs, provide updates, and plan upcoming activities.

- h. Facilitate **bi-monthly meetings** to support staff training, stakeholder engagement, and community collaboration.

2. Payment Terms:

- a. Pear Suite Referral Platform: \$500/month
- b. Program Direction Services: \$500/month
 - i. Total Monthly Cost: \$1,000/month
- c. Monthly invoices will be provided to the City by the first (1st) day of each month and are subject to Net 30 payment terms.
 - i. A late fee of ten percent (10%) will be assessed for every thirty (30) days that an invoice is past due.
- d. An annual prepayment option of \$12,000 is available.



TO: Mayor and Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: April 6, 2026

SUBJECT: MULTIPLE INTERSECTION TRAFFIC CONTROL REVIEWS

I. RECOMMENDED ACTION

It is recommended City Council pass an ordinance on modifying the following approaches from Yield control to Stop control at the corresponding intersecting roadway:

APPROACHING STREET

Crescent Dr

AT ITS INTERSECTION WITH

Valley View Dr

It is recommended City Council pass an ordinance on adding Stop control to the following approaches to create two-way stop controlled intersections:

APPROACHING STREET

8th Ave NW

11th Ave NW

Vista Dr

9th Ave NW

7th Ave NE

AT ITS INTERSECTION WITH

23rd St NW

23rd St NW

23rd St NW

23rd St NW

12th St NE

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

Over the past several months, the City of Minot Engineering Department has received several requests for intersection traffic control reviews and revisions. Engineering Department staff reviewed the intersections to determine which type is the appropriate intersection traffic control.

The City of Minot Ordinance 28-21 references the American Association of State Highway and Traffic Officials (AASHTO) guidelines for intersection sight triangle, an integral part for determining if conditions at an intersection can be

uncontrolled, yield controlled or stop controlled. Often, in an urban setting, the approach sight distance required for viewing crossing-street traffic is inadequate due to houses within the sight triangle.

B. Proposed Project

Each intersection listed in the council memo was reviewed independently and has a yield versus stop control graphic depicted as an attachment.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Resilient and Prepared

Excellent and Connected

B. Service/Delivery Impact:

A safer and more visible intersection for general traffic.

C. Fiscal Impact

The stop signs will come out of the Traffic Department's inventory and the Traffic Department will perform the installation.

Project Funding

Traffic Department's budgeted funds

VI. ALTERNATIVES

1. City Council could choose not to pass the ordinance in-part or in-whole. This has the potential to still have view obstructions at intersections, which would be a safety concern.
2. Council could elect to modify intersections to all-way stop control. Staff does not recommend this alternative as the implementation of traffic control should be based on engineering judgment/study. Studies have shown that the implementation of unwarranted stop signs have the potential to increase vehicle speeds, increase vehicle noise, reduce vehicle stop compliance and provide a false sense of security for pedestrians.

CONDITION: APPROACH YIELD CONTROL

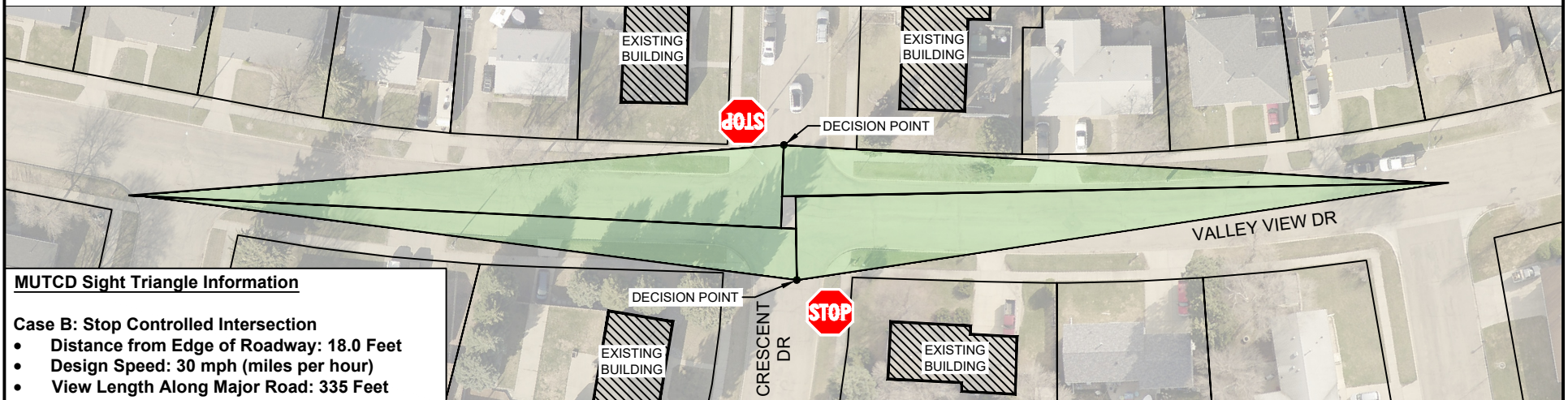


MUTCD Sight Triangle Information

Case C: Yield Controlled Intersection

- Distance from Edge of Roadway: 82.0 Feet
- Design Speed: 30 mph (miles per hour)
- View Length Along Major Road: 355 Feet

CONDITION: DEPARTURE STOP CONTROL



MUTCD Sight Triangle Information

Case B: Stop Controlled Intersection

- Distance from Edge of Roadway: 18.0 Feet
- Design Speed: 30 mph (miles per hour)
- View Length Along Major Road: 335 Feet



Legend

- Sight Triangle Obstructed View
- Sight Triangle Available View

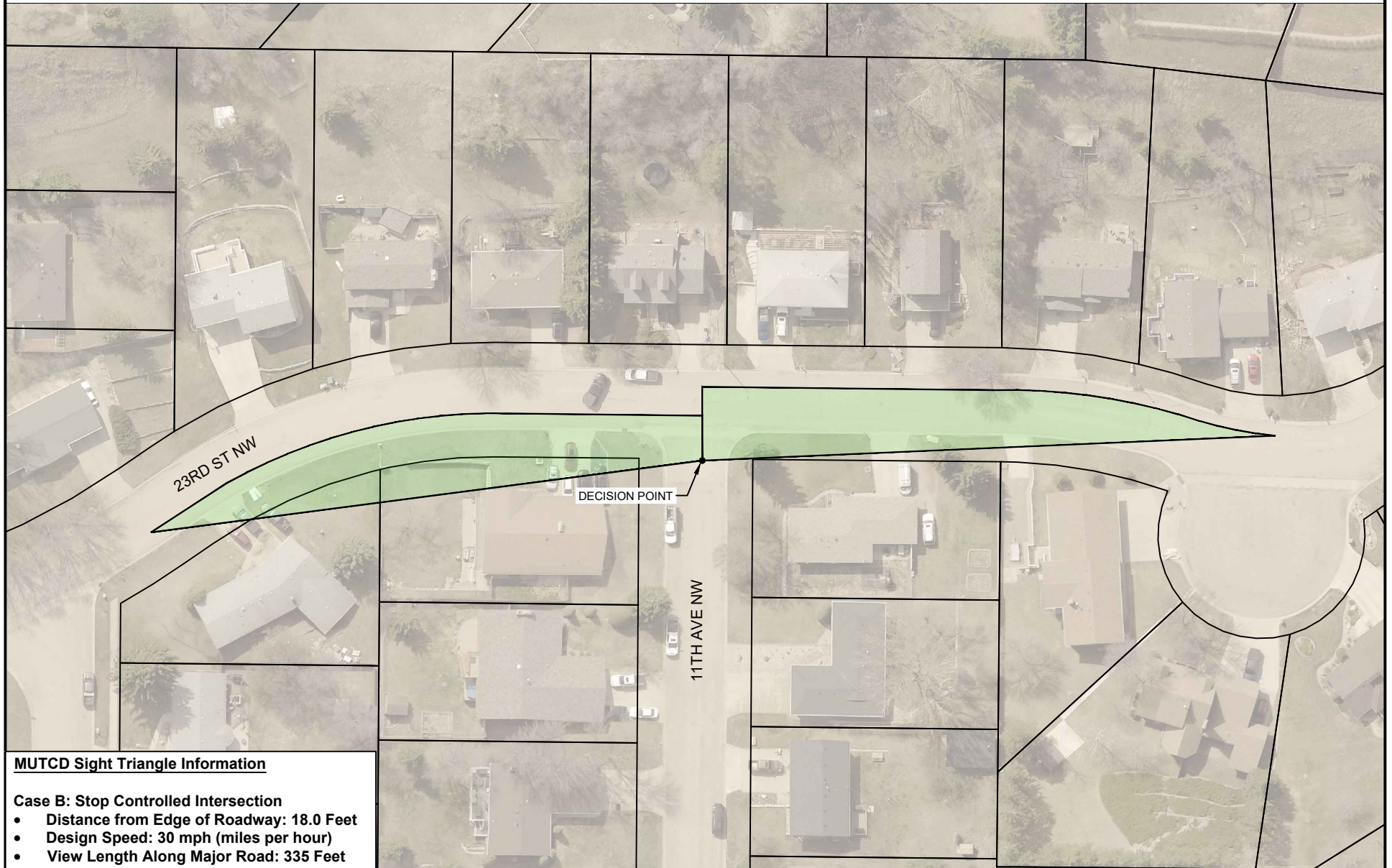
**DEPARTURE SIGHT TRIANGLE
FOR YIELD TO STOP CONDITIONS**

CRESCENT DR @ VALLEY VIEW DR

DATE DRAWN: 10/07/2025

City of Minot

CONDITION: DEPARTURE STOP CONTROL



MUTCD Sight Triangle Information

Case B: Stop Controlled Intersection

- Distance from Edge of Roadway: 18.0 Feet
- Design Speed: 30 mph (miles per hour)
- View Length Along Major Road: 335 Feet



Legend

-  Sight Triangle Obstructed View
-  Sight Triangle Available View

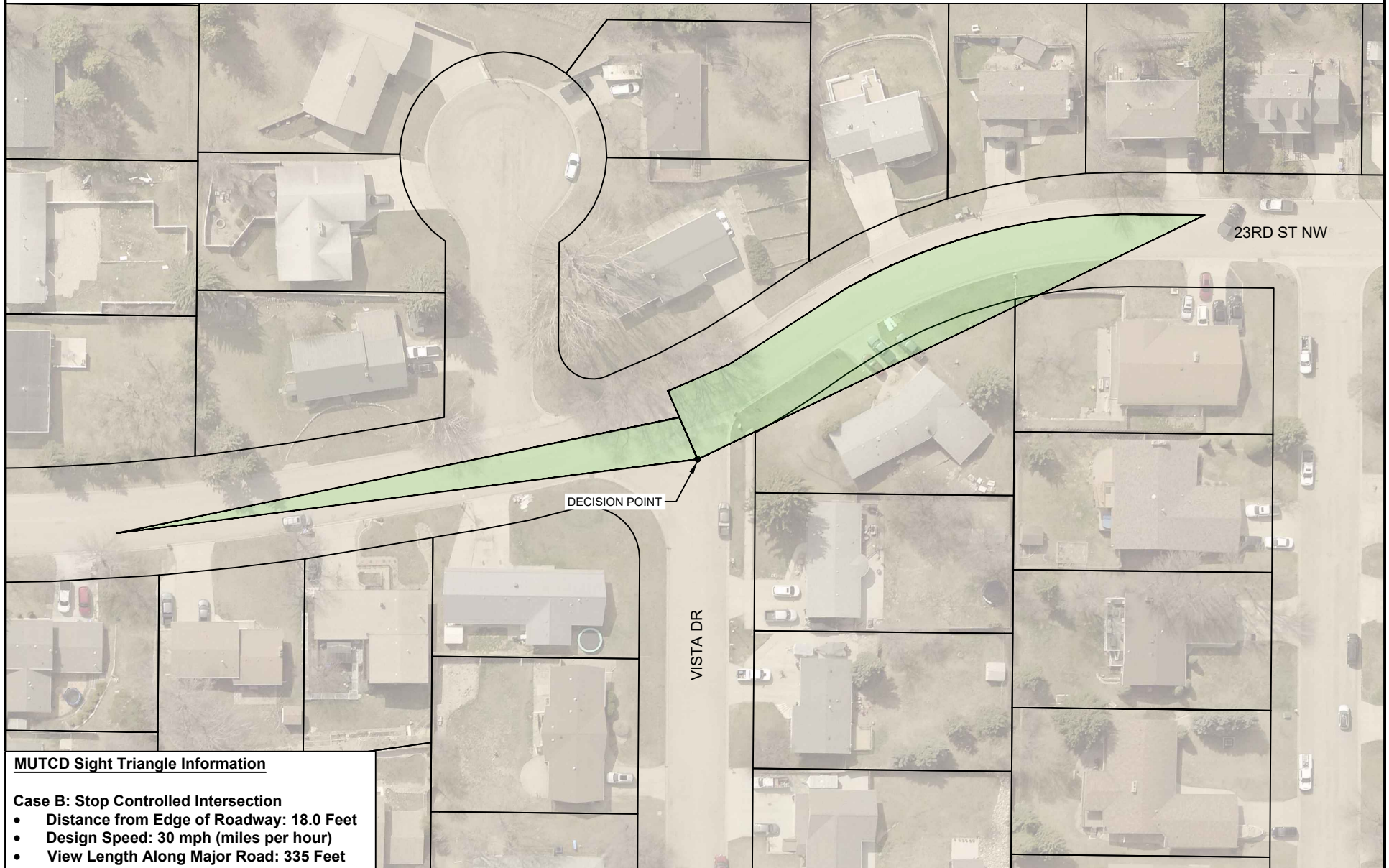
**DEPARTURE SIGHT TRIANGLE
FOR VIEW OBSTRUCTIONS**

11TH AVE NW @ 23RD ST NW

DATE DRAWN: 03/06/2026

City of Minot

CONDITION: DEPARTURE STOP CONTROL



MUTCD Sight Triangle Information

Case B: Stop Controlled Intersection

- Distance from Edge of Roadway: 18.0 Feet
- Design Speed: 30 mph (miles per hour)
- View Length Along Major Road: 335 Feet



Legend

-  Sight Triangle Obstructed View
-  Sight Triangle Available View

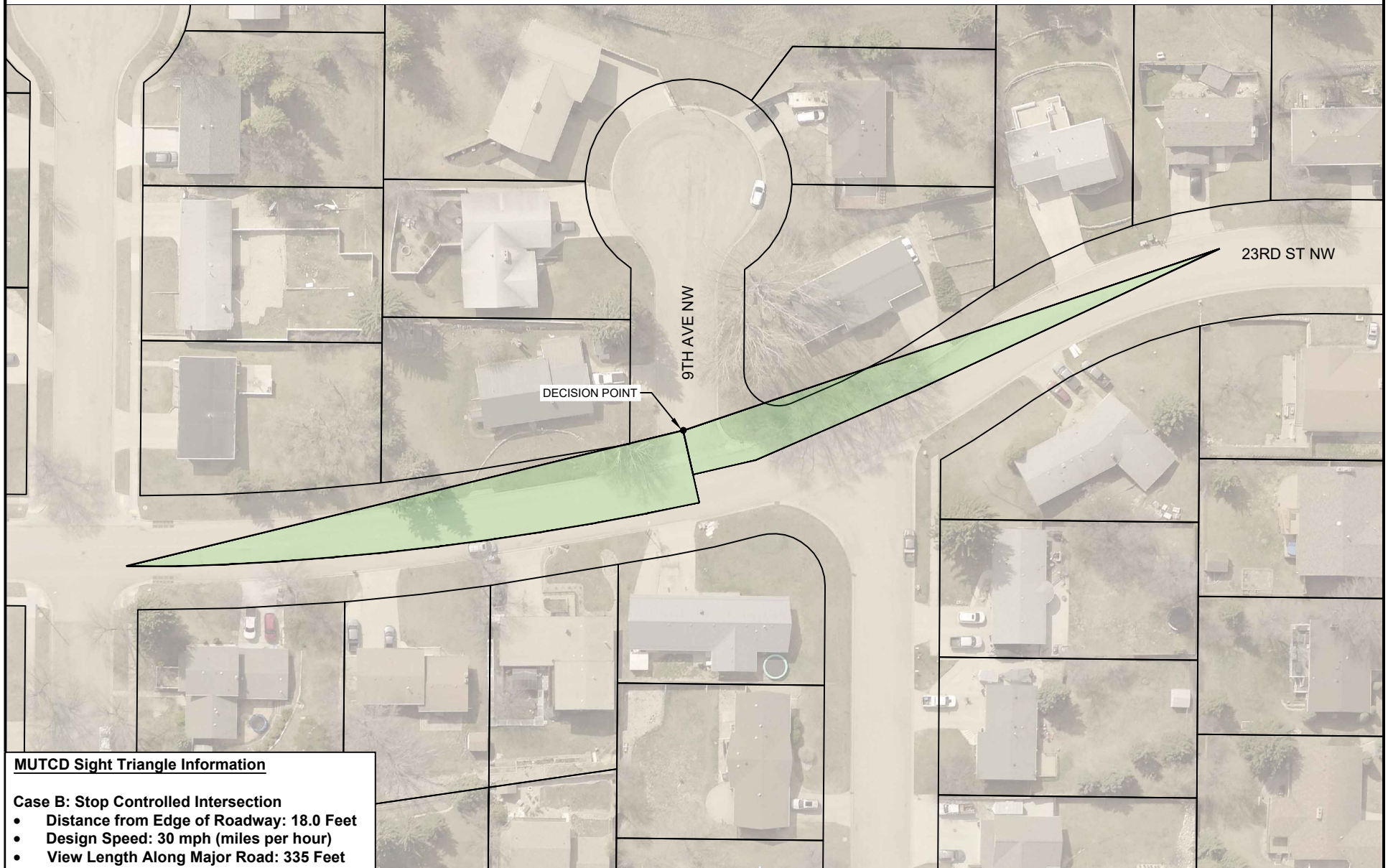
**DEPARTURE SIGHT TRIANGLE
FOR VIEW OBSTRUCTIONS**

VISTA DR @ 23RD ST NW

DATE DRAWN: 03/06/2026

City of Minot

CONDITION: DEPARTURE STOP CONTROL



MUTCD Sight Triangle Information

Case B: Stop Controlled Intersection

- Distance from Edge of Roadway: 18.0 Feet
- Design Speed: 30 mph (miles per hour)
- View Length Along Major Road: 335 Feet



Legend

- Sight Triangle Obstructed View
- Sight Triangle Available View

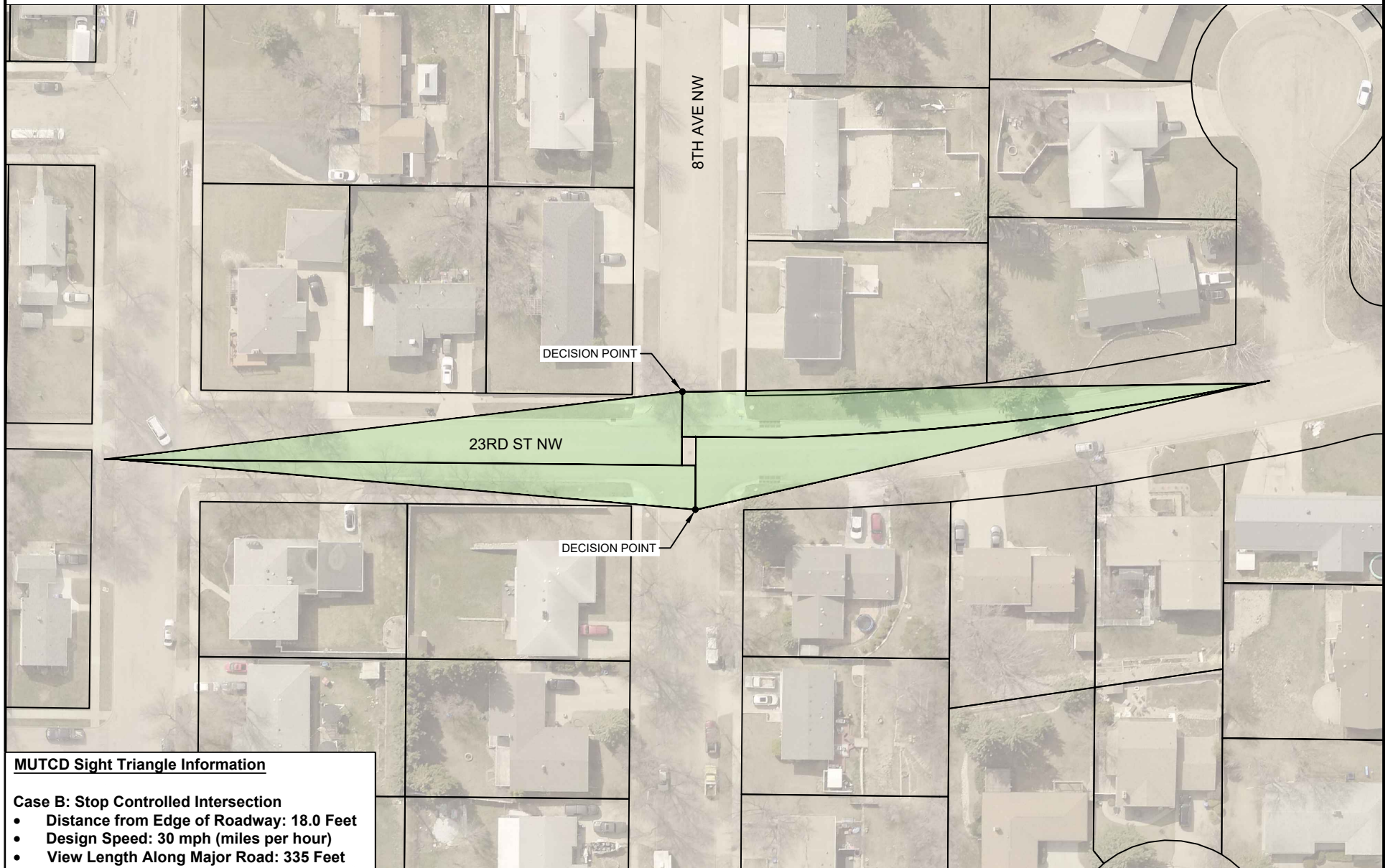
**DEPARTURE SIGHT TRIANGLE
FOR VIEW OBSTRUCTIONS**

9TH AVE NW @ 23RD ST NW

DATE DRAWN: 03/06/2026

City of Minot

CONDITION: DEPARTURE STOP CONTROL



MUTCD Sight Triangle Information

Case B: Stop Controlled Intersection

- Distance from Edge of Roadway: 18.0 Feet
- Design Speed: 30 mph (miles per hour)
- View Length Along Major Road: 335 Feet



Legend

- Sight Triangle Obstructed View
- Sight Triangle Available View

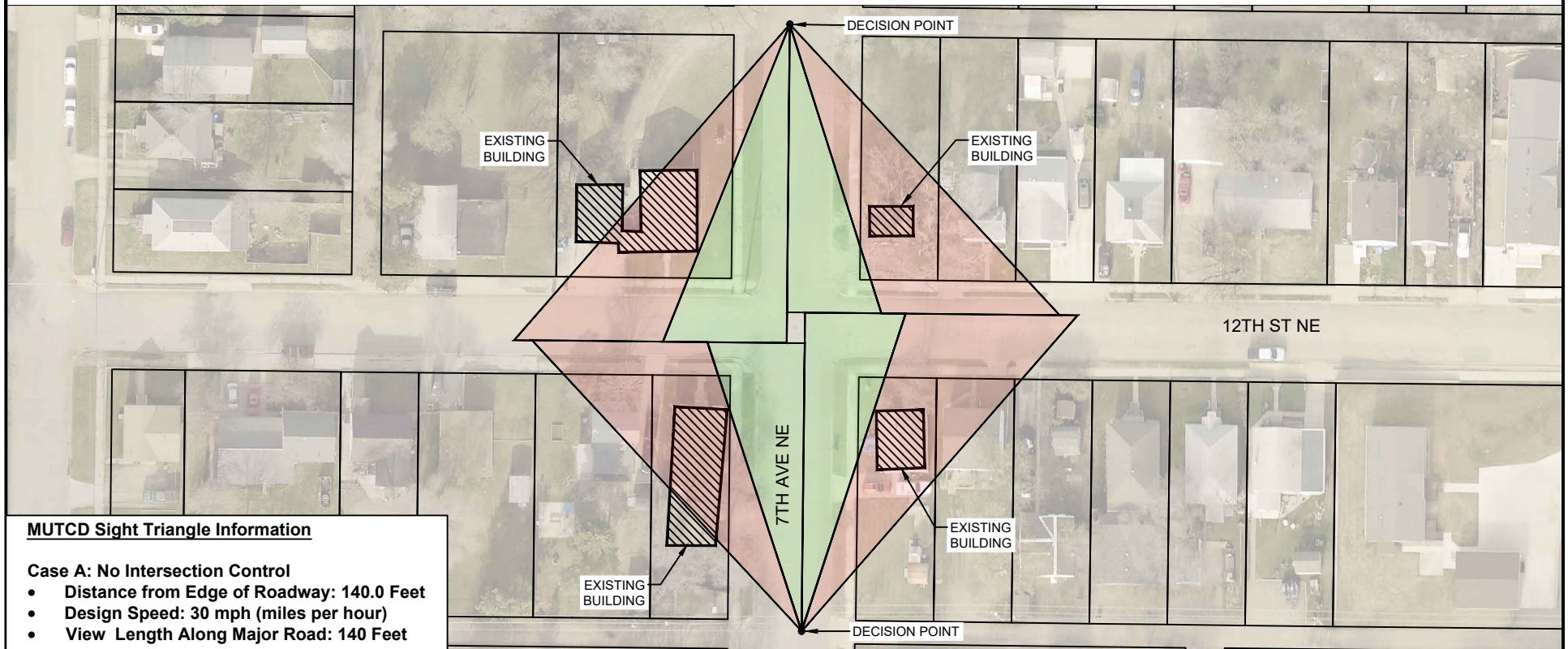
**DEPARTURE SIGHT TRIANGLE
FOR VIEW OBSTRUCTIONS**

8TH AVE NW @ 23RD ST NW

DATE DRAWN: 03/06/2026

City of Minot

CONDITION: NO INTERSECTION CONTROL

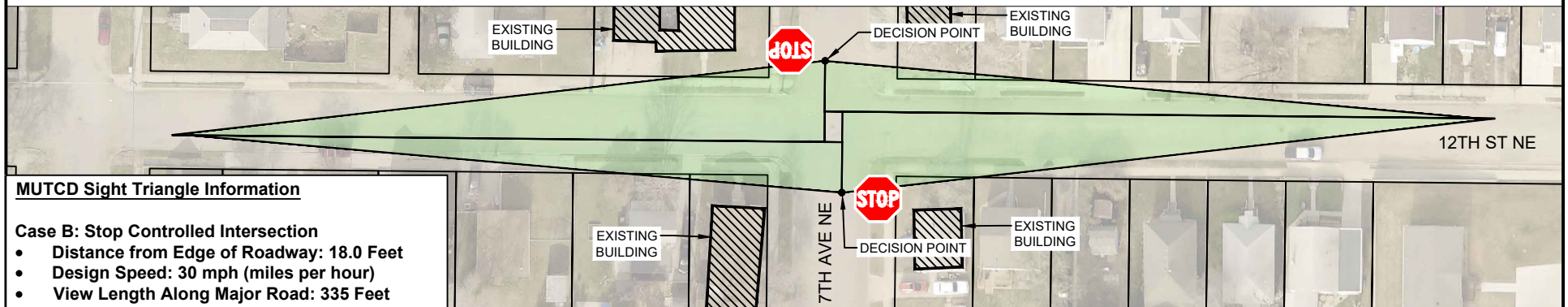


MUTCD Sight Triangle Information

Case A: No Intersection Control

- Distance from Edge of Roadway: 140.0 Feet
- Design Speed: 30 mph (miles per hour)
- View Length Along Major Road: 140 Feet

CONDITION: DEPARTURE STOP CONTROL



MUTCD Sight Triangle Information

Case B: Stop Controlled Intersection

- Distance from Edge of Roadway: 18.0 Feet
- Design Speed: 30 mph (miles per hour)
- View Length Along Major Road: 335 Feet



Legend

- Sight Triangle Obstructed View
- Sight Triangle Available View

**DEPARTURE SIGHT TRIANGLE
FOR YIELD AND STOP CONDITIONS**

7TH AVE NE @ 12TH ST NE

DATE DRAWN: 06/16/2025

City of Minot

ORDINANCE NO. _____

AN ORDINANCE ADDING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES; STOP SIGNS AND YIELD SIGNS.

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

Section 1. The following described intersections are hereby removed to the list of City Council created traffic restrictions provided for in Section 20-2 (a) (2-f) – Yield Signs:

YIELD STREET

Crescent Dr

AT ITS INTERSECTION WITH

Valley View Dr

Section 2. The following described intersections are hereby added to the list of City Council created traffic restrictions provided for in Section 20-2 (a) (2-a) – Stop Signs:

STOP STREET

Crescent Dr

8th Ave NW

11th Ave NW

Vista Dr

9th Ave NW

7th Ave NE

AT ITS INTERSECTION WITH

Valley View Dr

23rd St NW

23rd St NW

23rd St NW

23rd St NW

12th St NE

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

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

Mark Jantzer, Mayor

ATTEST:

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 6, 2026

SUBJECT: SKYDANCER ADVERTISING AGREEMENTS AT AIRPORT

I. RECOMMENDED ACTION

It is recommended City Council approve the advertising contracts between Skydancer Casino 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

III. DESCRIPTION

A. Background

Skydancer Casino and Minot International Airport (MOT) have had advertising agreements for the past three years with the current contract ending on March 31, 2026. Skydancer has requested to renew their advertising contract for another year with the same six locations used the prior years with a request to price match the prior year's discounted cost.

B. Proposed Project

The agreement will allow additional advertising in the terminal and provide a continued working relationship between Skydancer and MOT.

C. Recommendation Detail

The current contract with Skydancer will be expiring on March 31, 2026. Renewal will allow MOT to continue our ongoing working and advertising relationship with the advertiser.

IV. IMPACT

A. Service/Delivery Impact:

Advertising and Marketing for business promotion provides additional services to customers and businesses in Minot and the surrounding area.

B. 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.

Project Costs

Location	Location Use Cost	Contract Length	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

Project Funding

Revenue only contract

VI. ALTERNATIVES

City Council could reject the advertising agreement and space will be left open for a different advertiser if one becomes available.



**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 **2nd Floor** (see attached map for location(s)) within the **Gate 4 Wall Space Adjacent to the Exit Lane** of the commercial terminal interior of the Minot International Airport starting on **April 1, 2026** and ending on **March 31, 2027** ("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.
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, antidiscrimination, 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 

Name: Randy Gruelle
Title: GM

Date: 2-3-26

CITY OF MINOT
MINOT INTERNATIONAL AIRPORT

305 Airport Road, Suite 216
Minot, ND 58703

Tel: 701-857-4724
Fax: 701-857-4710

X _____

Mark Jantzer

Mayor

Date:

ATTEST

X _____

Name:
Title:

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 **2nd Floor** (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, 2026** and ending on **March 31, 2027** ("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, antidiscrimination, 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



**MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS**

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1. **Services.** Advertiser's **Digital Media** will be displayed and located as described **2nd Floor** (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, 2026** and ending on **March 31, 2027** ("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 **\$270.00** ("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.

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.
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Belcourt, ND 58316

MINOT INTERNATIONAL AIRPORT
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Minot, ND 58703

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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 **2nd Floor** (see attached map for location(s)) within the **TSA Checkpoint** of the commercial terminal interior of the Minot International Airport starting on **April 1, 2026** and ending on **March 31, 2027** ("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, antidiscrimination, 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.
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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 Brunelle*
Title: *GM*

Date: *3-3-26*

CITY OF MINOT

MINOT INTERNATIONAL AIRPORT

305 Airport Road, Suite 216
Minot, ND 58703

Tel: 701-857-4724

Fax: 701-857-4710

X 

Mark Jantzer

Mayor

Date:

ATTEST

X 

Name:

Title:

Date:



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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 **1st Floor** (see attached map for location(s)) within the **Baggage Claim Lobby Wall Adjacent to ATM** of the commercial terminal interior of the Minot International Airport starting on **April 1, 2026** and ending on **March 31, 2027** ("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 **\$270.00** ("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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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.
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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 

Name: Randy Brevelle
Title: GM

Date: 3-3-26

CITY OF MINOT
MINOT INTERNATIONAL AIRPORT

305 Airport Road, Suite 216
Minot, ND 58703

Tel: 701-857-4724
Fax: 701-857-4710

X

Mark Jantzer

Mayor
Date:

ATTEST

X

Name:
Title:

Date:



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 6, 2026

**SUBJECT: PROFESSIONAL AIRPORT CONSULTANT SERVICES (2026-2031)
CONTRACT WITH MEAD & HUNT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Master Services Agreement with Mead & Hunt; and authorize the Mayor, Finance Director, and City Clerk to sign the contract.

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

Short, Elliot, Hendrickson (SEH) is the current planner and engineer of record for the Airport's professional consulting services and their five-year Master Professional Services Agreement expires May 17, 2026. FAA Advisory Circular 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects, and the FAA Airport Improvement Program (AIP) Handbook stipulates a master agreement cannot be extended beyond five years, thus requiring Airport Sponsors to perform consultant selection at a minimum of once every five years. Additionally, as a federally obligated entity, the City of Minot is responsible for completing a planning and environmental consulting services selection process every five (5) years for projects impacting the Minot International Airport (Airport). This allows the Airport, the FAA, and the North Dakota Aeronautics Commission (NDAC) to have a level of consistency in the often complex, multi-phased, multi-grant, and multi-year projects. The City's last selection process was completed and approved by City Council on May 17, 2021.

B. Proposed Project

To enter into an agreement with Mead & Hunt to best serve Minot International Airport in the development and execution of capital improvement projects by allowing City staff to negotiate a contract with the top-ranked firm for a five-year period (2026-2031). If City staff are unable to come to a negotiated contract with the top-ranked firm, allow the City staff to work with the next ranked firm in the

process.

C. Recommendation Detail

The Minot International Airport (Airport), located in the City of Minot, Ward County, North Dakota, published Requests for Qualifications (RFQ) for Professional Airport Architectural and Engineering Consultant Services at the Minot International Airport for projects in the Airport Capital Improvement Plan (CIP), and others, as may be necessary over a five-year term (2026-2031). The published RFQ was available to view in the Minot Daily News Legal notices on October 7, 2025; October 14, 2025; and October 21, 2025, as well as on both the City's Bids webpage and the Airport's Bids webpage.

The RFQ cited FAA Advisory Circular (AC) 150/5100-14E, Architectural, Engineering, and Consulting Services for Airport Grant Projects as a reference for the firms. This AC provides guidance for airport sponsors in the selection and engagement of consultants. It also discusses services that normally would be included in an airport grant project, types of contracts for these services, contract format and provisions, and guidelines for determining the reasonableness of consultant fees.

Submitted RFQ responses were reviewed by a six (6) member panel, consisting of: City Council President, Community & Economic Development Director, Airport Director, Assistant City Engineer, Airport Operations and Maintenance Manager, and the City Accountant. The RFQ responses were assessed on the following criteria:

1. Qualifications of the firm,
2. Qualification of the project team,
3. Experience working with state and FAA regulations and procedures,
4. Project understanding,
5. Demonstrated ability to meet schedules, deadlines, budgets and DBE goals, and
6. Capability of the branch office that will service the Airport to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.

After scoring and ranking all proposals, the top three (3) firms were invited to present and interview in front of the scoring panel on December 18, 2025. The final rankings were as follows:

1. Mead & Hunt
2. Short Elliot Hendrickson, Inc. (SEH)
3. KLJ

The selection committee recommended Mead & Hunt as its top-ranked firm.

During the January 20, 2026, City Council meeting for both items 6.4 and 6.5, the City Council authorized staff to negotiate a Master Professional Services Agreement with Mead & Hunt to serve as MOT's professional consultant for both 'architecture and engineering' and 'planning and environmental' services

over a 5-year term (2026-2031), and to return the negotiated contract to Council for approval.

IV. IMPACT

A. Service/Delivery Impact:

The Airport will more efficiently and effectively implement its 5-year capital improvement plan, as well as other possible improvements such as zoning revisions, aviation easements, and strategic or business planning. With the assistance of Mead & Hunt, the Airport will be able to better serve the community and meet FAA standards through execution of its capital improvement projects.

B. Fiscal Impact

These consulting services were budgeted for the 2026 fiscal year using project and consulting estimates for the capital improvement program provided by SEH. The fiscal budgets for 2027-2031 will be budgeted annually and based on the agreement negotiated with Mead & Hunt and its estimated costs per proposed project. Any additional funding required will be presented to City Council along with any applicable budget amendment.

VI. ALTERNATIVES

1. The current Master Professional Services Agreement could be allowed to expire without reselection and the Airport would not utilize consultant services to assist with project design, construction, environmental, and future planning. City staff would need to conduct the work in-house.
2. The City Council could reject the Master Service Agreement (MSA) and require City staff to renegotiate alternative terms.

MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement, as well as the Federal Aviation Administration (FAA) Federal Contract Provisions outlined in the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant/Contractor") upon execution by the City of Minot (hereinafter Client/Owner), referred to herein individually as "Party" and collectively as "Parties". The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement. Should there be a conflict between the Terms and Conditions of Agreement and the Federal Aviation Administration (FAA) Federal Contract Provisions listed in Exhibit 1, the provisions in Exhibit 1 shall control.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Task Orders are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with

Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Task Order.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) calendar days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) calendar days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Jen Boehm
600 S 2nd Street, Suite 120
Bismarck, ND 58504
jen.boehm@meadhunt.com

Client Representative:

Jennifer Eckman
305 Airport Road, Suite 216
Minot, ND 58703
jennifer.eckman@minotnd.gov

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
notices@meadhunt.com

For Notices made pursuant to Article 12:

Minot City Attorney
P.O. Box 5006
Minot, ND 58702-5006
stefanie.stalheim@minotnd.gov

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in Ward County. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of Ward County, North Dakota, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in North Dakota in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15 to extent allowed by North Dakota law, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY NORTH DAKOTA LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF

WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$2,000,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

1. Commercial general liability, including premises or operations, contractual and products or completed operations coverages (if applicable), with minimum liability limits of:
 - a. \$2,000,000 per occurrence/general aggregate
 - b. \$2,000,000 per products-completed operations
 - c. \$1,000,000 personal and advertising injury
 - d. \$50,000 fire damage
 - e. \$5,000 medical expenses
 - f. Contractual liability included
2. Property insurance insuring the full and true replacement value of all Consultants' real property and personal property located on or in the buildings in which the leased premises are located for all losses.
3. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum combined single limit of \$2,000,000 per occurrence.
4. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract. For the purposes of this contract, the only state of operation is North Dakota.
5. If not required by law to maintain workers' compensation insurance, Consultant must provide a notarized statement that if he or she is injured, he or she will not hold the Client responsible for any payment or compensation.
6. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the worker's compensation or commercial general liability insurance, which includes the following minimum limits and coverage:
 - a. Each accident: \$2,000,000
 - b. Disease – each employee: \$2,000,000
 - c. Disease – policy limit: \$2,000,000
7. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. Consultant must continually maintain such coverage during the term of this contract and any renewal periods, and for three (3) years thereafter.

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

1. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of Consultant. The amount of any deductible or self-retention is subject to approval by the Client. At the option of the Client, the insurer shall reduce or eliminate such self-insured retentions, or Consultant or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
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 Client.

3. The duty to defend, indemnify, and hold harmless the Client under this contract shall not be limited by the insurance required in the contract.
4. The Client shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The Client shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this contract or by the contractual indemnity obligations of Consultant.
5. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Client.
6. Consultant shall furnish a certificate of insurance to the Client within five (5) working days of such request and must be received and accepted by the Client prior to contract execution and/or before any work begins.
7. Failure to provide insurance as required in this contract is a material breach of the contract, entitling the Client to terminate this contract immediately. Consultant shall provide sixty (60) days' notice of any cancellation or material change to the policies or endorsements.
8. Consultant shall provide on an ongoing basis a certificate of insurance during the term of the contract. A renewal certificate will be provided ten (10) days prior to coverage expiration. An updated, current certificate of insurance shall be provided within ten (10) days in the event of any change in policy.
9. Cyber-Liability/Data breach insurance no less than \$1,000,000 per claim/\$2,000,000 aggregate.

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. To the extent allowed by North Dakota Law, Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without

the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client

acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TSDFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein unless that invalid provision is considered a material term to the contract. If one or both of the parties claim the illegal or unenforceable term was a material term of the agreement, then the Parties shall renegotiate the Agreement to address the illegal or unenforceable term in an equitable manner. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Term of Agreement

The term of this Agreement shall be five (5) years from the Effective Date or if work under a Service Work Order is in progress, then until the date of completion of such work, whichever is later.

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which when taken together shall constitute one and the same agreement. The parties agree that a counterpart of this Agreement may be executed by a party and then delivered to the other party by facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original counterpart. The signatories below represent that they are duly authorized by the business entities they represent to sign this Agreement. The effective date of this Agreement is the later of the signature dates below.

Client: City of Minot, ND

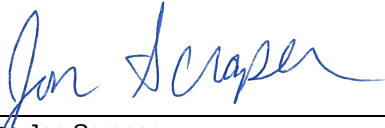
	Mayor	
_____ Name: Mark Jantzer	_____ Title	_____ Date

	City Clerk	
_____ Name: Mikayla McWilliams	_____ Title	_____ Date

ATTEST:

	City Finance Director	
_____ Name: David Lakefield	_____ Title	_____ Date

Mead and Hunt, Inc.:

	Vice President	2/27/2026
_____ Name: Jon Scaper	_____ Title	_____ Date

The following Federal Contract Provisions are hereby included in and made part of the attached Contract between CITY OF MINOT and MEAD & HUNT, INC. (Consultant)

CONTRACT GUIDANCE

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.

The term “**contractor**” is understood to mean **Consultant**, contractor, subcontractor and means one who participates, through a contract or subcontract (at any tier).



FAA Airports – Federal Contract Provisions

(Issued on December 29, 2025)

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A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner or Prime Consultant will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

SOURCE Title 49 U.S.C. § 50101; Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*; Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

FAA BUY AMERICAN PREFERENCE

The Consultant certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A4 CIVIL RIGHTS - GENERAL
SOURCE 49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE
SOURCE 49 U.S.C. § 47123; FAA Order 1400.11

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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.*).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes subcontractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made

- by the Consultant 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 Consultant of the subcontractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The Consultant 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 Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE 2 CFR Part 200, Appendix II(G); 42 U.S.C. § 7401, et seq; 33 U.S.C. § 1251, et seq
 Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(E); 29 CFR § 5.5(b); 40 U.S.C. § 3702; 40 U.S.C. § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND “ANTI-KICKBACK” ACT

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

When a Professional Services Agreement includes tasks that constitute “construction, alteration, or repair” under 29 CFR Part 5 and the value exceeds \$2,000, the agreement must incorporate the applicable Davis-Bacon labor standards clause to ensure federal compliance.

A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

A10 DEBARMENT AND SUSPENSION

SOURCE 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE 49 CFR Part 26; 49 U.S.C. § 47113

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient 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, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from CITY OF MINOT. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY OF MINOT. This clause applies to both DBE and non-DBE subcontractors.

A12 DISTRACTED DRIVING

SOURCE Executive Order 13513; DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must **include the substance of this clause in all sub-tier contracts exceeding \$15,000** that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Consultant and subcontractors agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE 29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE 29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A17 PROCUREMENT OF RECOVERED MATERIALS

SOURCE 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Consultant and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A18 RIGHT TO INVENTIONS

SOURCE 2 CFR Part 200, Appendix II(F); 37 CFR Part 401

Not Applicable

A19 SEISMIC SAFETY

SOURCE 49 CFR Part 41

Professional Services—incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Professional Service Agreements for Design

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A20 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A21 TERMINATION OF CONTRACT

SOURCE 2 CFR Part 200, Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09

Sponsor's Federal Contract Provisions for Airport Improvement Program Projects

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A22 TRADE RESTRICTION CERTIFICATION

SOURCE 49 USC § 50104; 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A23 VETERAN'S PREFERENCE

SOURCE 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A24 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition,

or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A25 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

SOURCE FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936 49 U.S.C. § 44801 note
The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

END OF FEDERAL CONTRACT PROVISIONS



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 6, 2026

**SUBJECT: AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT - LAZ
PARKING OPTIONAL EXTENSION**

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Agree to the option to extend the contract;**
- 2. Review and Consider Amendment 2 to the Agreement (attached);
and**
- 3. Approve and authorize the Mayor to sign Amendment 2 and
applicable documents.**

II. DEPARTMENT CONTACT PERSONS

Jessica Long, Business & Development Man., 701-857-4725

III. DESCRIPTION

A. Background

LAZ Parking is the current vendor for the Airport's parking services. Its five-year contract expires on July 30, 2026, but allows for an option term of one additional three (3) years. Per Section 3.B. of the contract, the Parties must agree to exercise the Option Term a minimum of one hundred and eighty days prior to expiration of the Base Term of the Agreement. The request was sent within this time frame.

B. Proposed Project

LAZ Parking has officially sent a request to exercise the Option Term and is requesting the City Council consider the following language be incorporated into Section 18: Capital Improvements to the contract for a future capital investment by LAZ Parking.

"Additional Capital Investment by a Contractor. The City/Airport may, at its sole discretion, initiate discussions with the Operator for additional capital investment or development projects at the Airport, such as development and financing of a

parking structure, CONRAC facility, pavement repairs, EV charging and any other upgrades mutually agreed upon. Any project must be agreed upon by both parties and added as an amendment to this Agreement. This may include extension of the current agreement to allow time for the amortization of any such investment(s). Also, the City/Airport may extend this Agreement beyond the current expiration date upon mutually acceptable terms.”

The Finance Department's recommendation was to strike the last line of the new language.

C. Recommendation Detail

The contract's base terms expire on July 30, 2026.

IV. IMPACT

A. Service/Delivery Impact:

Provide a first-class level of customer service that will further the efforts of the Airport in maintaining and attractive airport parking customers.

B. Fiscal Impact

Generate the maximum annual net operating revenue through the efficient use of staff and technology and the most effective revenue control equipment and procedures.

Project Costs

The current agreement pays LAZ Parking on a sliding scale based on a percentage of gross revenue. The contract costs are budgeted in line item 43040 Consultants at \$300,000 for FY2026.

Project Funding

The proposed concession model provides an escalating Minimum Annual Guarantee (MAG). The MAG was initially set at \$750,000 in 2021 and currently is \$1,618,955 for August 1, 2025 - July 31, 2026. Revenues above the MAG are paid to the airport. The projected gross revenue for FY2026 budget is \$2.2 million.

VI. ALTERNATIVES

1. Reject the Amendment to the Contract with LAZ, but approve the Option to extend the terms. This would result in further delay of capital improvements identified by users of the airport, including tenants and customers, as well as Airport Administration, for which the Airport does not have the necessary funding available.
2. Reject the Option to renew and have City staff conduct a new RFP for parking service. This would result in a potential loss of revenue and a decrease in customer service capabilities as the Airport does not have the staffing in place to take over the parking operating during the interim.

AMENDMENT 2

AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT FOR THE MINOT INTERNATIONAL AIRPORT

This Amendment (the "Amendment") is made effective on _____, 2026 by and between the City of Minot as lessor ("City") and LAZ Parking Midwest, LLC, as operator ("Operator"). City and Operator are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the City owns the Minot International Airport ("Airport"), located in the City of Minot, North Dakota; and

WHEREAS, the Airport is governed by the City of Minot; and

WHEREAS, the Parties entered into an Airport Facilities Management Agreement for the Minot International Airport ("Agreement") on May 17, 2021, commencing August 1, 2021; and

WHEREAS, the Parties signed an Amendment to the Agreement on June 21, 2021; and

WHEREAS, the Parties desire to further amend the Agreement as allowed pursuant to paragraph 34 of the Agreement to adjust the time allowed to exercise the Option Term, insurance requirements, update notice information, and add language permitting Operator and City to negotiate additional capital investments and development projects at the Airport; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to amend the Agreement identified above as follows:

1. Section 3(B) is hereby deleted and replaced in its entirety with the following:

B) Option Term- In addition to the Base Term identified above, one additional three (3) year Option Term will be offered and exercisable upon mutual written agreement. The Parties must agree to exercise the Option Term a minimum of ~~one hundred eighty~~ thirty (~~180~~) (30) days prior to expiration of the Base Term of this Agreement. If the Option Term is not exercised in the timeframe identified, this Agreement will terminate on the Base Term expiration date identified with no further obligation on the part of either party beyond the Base Term.

2. Section 21(A)(1) is hereby amended and replaced in its entirety with the following paragraph:

1. Comprehensive General Liability with limits no less than ~~\$1,500,000~~ \$2,000,000 combined single limit per occurrence, including but not limited to, bodily injury and property damage, airport premises and products/completed operations liability, contractual liability, and independent contractors' liability.

The limit may be satisfied with a combination of primary and excess/umbrella coverage.

3. Section 27 is hereby amended to update the City’s notification address as follows:

As to City:

City of Minot
C/o: City Clerk
P.O. Box 5006
Minot, ND 58702-5006
With Copy to:

City of Minot
Minot International Airport
C/o: Airport Director
P.O. Box 5006
Minot, ND 58702-5006

4. The Parties agree to add Paragraph 42 to the Agreement:

42. Additional Capital Investment by Contractor. The City/Airport may, at its sole discretion, initiate discussions with Operator for additional capital investment or development projects at the Airport such as development and financing of a parking structure, CONRAC facility, pavement repairs, EV charging and any other upgrades mutually agreed upon. Any project must be agreed upon by both parties and added as an amendment to this Agreement.

5. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term “Agreement” in this Amendment or the original Agreement shall include the terms contained in this Amendment.

CITY OF MINOT

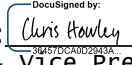
By: _____
Mark Jantzer, Mayor
Date: _____

By: _____
David Lakefield, Finance Director
Date: _____

By: _____
Mikayla McWilliams, City Clerk
Date: _____

LAZ PARKING MIDWEST, LLC

By:  _____
Its: **President**
Date: **3/26/2026**

By:  _____
Its: **Vice President**
Date: **3/26/2026**

From: [Christopher Howley](#)
To: [Jennifer Eckman](#)
Cc: [Stuart Vieth](#); [Steve Martinson](#)
Subject: LAZ Parking Extension
Date: Sunday, January 11, 2026 5:27:31 PM
Attachments: [image002.png](#)

Caution: This message has originated from an **External Source**.
Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Jennifer:

I hope this finds you well and coming off great holidays. Per our previous discussions, LAZ Parking has been honored to be your parking management operator for the past four plus years. To that end, we would like to continue that relationship by requesting the Airport and City extend our current agreement. The contract in Section 3.B allows the City to extend for an additional 3 years upon mutual agreement. The parties must agree to an extension 180 days prior to the end of the initial term (July 30, 2026).

LAZ Parking would like to formally agree to the extension term and ask that some language be added to the agreement for the extension term. That language would allow for the Airport/City to mutually agree with LAZ on potential additional capital investment by LAZ into the facility and the Airport. I have added some draft language below for your review. If agreeable, I believe this language should be incorporated into Section 18 (Capital Improvements) to the current agreement.

“Additional Capital Investment by Contractor. The City/Airport may, at its sole discretion, initiate discussions with Operator for additional capital investment or development projects at the Airport such as development and financing of a parking structure, CONRAC facility, pavement repairs, EV charging and any other upgrades mutually agreed upon. Any project must be agreed upon by both parties and added as an amendment to this Agreement. This may include extension of the current agreement to allow time for the amortization of any such investment(s). Also City/Airport may extend this Agreement beyond the current expiration date upon mutually acceptable terms.”

Let me know if this is suffice for our request or should I put this information into a separate letter? Please let me know your thoughts and if you have any questions.

Best Regards,

Chris J Howley

Vice President

W (860) 522-7641 | C (401) 443-0585

One Financial Plaza, 14th Floor, Hartford, CT 06103



LAZ Parking Realty Investors

AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT FOR THE MINOT INTERNATIONAL AIRPORT

This Airport Parking Facilities Management Agreement (hereinafter referred to as "Agreement") is made and entered into this 17th day of May, by and between the City of Minot ("City"), and LAZ Parking Midwest, LLC (hereinafter referred to as "Operator").

WITNESSETH:

WHEREAS, the City operates the Minot International Airport, Minot, North Dakota, having public parking facilities serving the airport terminal; and

WHEREAS, Operator is an experienced operator and manager of parking facilities for motor vehicles; and

WHEREAS, City and Operator desire to enter into an Agreement whereby Operator will operate and manage parking of motor vehicles at certain parking facilities serving the Minot International Airport pursuant to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. **DEFINITIONS:** The following terms, as used in this Agreement, shall have the meanings ascribed to them hereunder:

- A. Agreement shall mean this Airport Parking Facilities Management Agreement.
- B. Airport shall mean the Minot International Airport located in and adjacent to the City of Minot, Ward County, State of North Dakota.
- C. Airport Terminal shall mean the main terminal building at the Airport currently existing as of the date of execution of this Agreement.
- D. City shall mean the City of Minot, North Dakota.
- E. Consent of Airport Director shall mean a written document signed by the Airport Director.
- F. Airport Director shall mean the Airport Director of the City or his/her designee.
- G. Exit Plaza shall mean an area near identified as the "Exit Plaza" in Exhibit A, which is used as a means of egress from the short term and rental car ready parking lots, excluding the long term lot. The Exit Plaza includes but is not limited to the canopy, automated parking equipment, pay-stations, gate arms, and booth.
- H. Gross Revenue (herein after referred to as "Gross Revenues") shall mean all funds collected by the Operator for the parking and storage of motor vehicles whether on an hourly, daily, or weekly basis, less all validations, refunds, discounts, and allowances and less any sales tax, use tax, excise tax, gross receipts tax, parking tax, or any other tax or charge collected by the Operator on behalf of or payable to the tax collector (collectively "Sales Tax"). Operator shall

be responsible for payment directly to the tax collector of any Sales Tax based on Gross Revenue collected by the Operator. Gross revenues do not include annual parking contracts issued directly by the City, employee parking fees, or any concession or parking fees paid by rental car operators for the storage of their vehicles in the Premises.

- I. Improvements shall mean all items located on or within the Premises or affixed thereto, provided, purchased or used by the City either directly or under a purchase and Reimbursement Agreement with the Operator, including, but not limited to, revenue control equipment and structures, wiring and signs.
- J. Percentage Fee or Fee shall mean the percentage of the Gross Revenues due the City as defined in this Agreement.
- K. Premises shall mean the surface parking lots at the Airport more particularly shown on Exhibit A attached hereto and incorporated herein to include:

Category	Employee	Long Term	Short Term (Main)	Short Term (Upper)	Total
Standard	50	778	275	171	1274
Handicapped	2	16	8	0	26
Designated RAC				209	209
TOTAL	52	794	283	380	1509

2. OPERATION OF THE PREMISES: The Premises together with any equipment and Improvements thereon shall be used by Operator solely as a public parking facility for motor vehicles and any other purpose or purposes incidental thereto as determined by the City, including but not limited to the right to place any personal property or trade fixtures necessary for such purposes on the Premises. In addition to the Premises, Operator shall have the right of ingress into and egress from the Premises by motor vehicles from the Airport Terminal access road during the term of and under the covenants and conditions contained in this Agreement.

Operator shall institute revenue control procedures for the public parking facilities including where necessary (i) procedures to control ingress and egress to the Premises, (ii) procedures for collection of proper fees in accordance with the approved parking rate schedule in effect, (iii) staffing uniformed attendants, trained and disciplined to perform their duties in an efficient and courteous manner, (iv) approved use of technology to process parking customers in lieu of staffed on-site personnel, and (v) procedures for the entering and exiting of rental car vehicles for lease at no charge.

Provided that Operator abides by all the terms and conditions hereof, the City shall not during the term of this Agreement permit the operation of a public parking facility at the Airport by any other party other than the Operator.

3. AGREEMENT TERM:

- A) **Base Term:** Base Term- Operator will enter into a five (5) year Agreement commencing on August 1, 2021 and terminating on July, 30, 2026.
- B) **Option Term-** In addition to the Base Term identified above, one additional three (3) year Option Term will be offered and exercisable upon mutual written agreement. The Parties must agree to exercise the Option Term a minimum of one hundred eighty (180) days prior to expiration of the Base

Term of this Agreement. If the Option Term is not exercised in the timeframe identified, this Agreement will terminate on the Base Term expiration date identified with no further obligation on the part of either party beyond the Base Term.

- C) Holdover- The Operator, at the sole discretion of the City, may be required to Holdover in the event that the succeeding Agreement is not in place at the expiration of the Base Term or the executed Option Term. The Operator shall continue on a month to month basis for a period not to exceed six (6) consecutive calendar months and such continuation shall be under the terms and conditions contained in the Agreement. The City has the right to terminate the Holdover upon thirty (30) calendar days written notice without cause.

4. HOURS OF OPERATION: The parking management program shall be operated by either staffed and/or approved technology based means identified in the Operator's proposal and attached hereto as Exhibit B to this Agreement. The Exit Plaza shall be available for processing of exiting vehicles one (1) hour prior to the first scheduled departure until thirty (30) minutes following the last arrival or the hours stated above, whatever is required to meet the customer needs. The Airport Director reserves the right to adjust the hours of operation following consultation with Operator based on scheduled airline activity. Notwithstanding the above, the Operator must have qualified staff available at the times identified and after hours with a response time of no more than one (1) hour upon call. The call procedure will be coordinated between the Operator and the Airport Director.

5. PAYMENT OF FEES: Operator hereby agrees to pay the City the greater of the Minimum Annual Guarantee fee (the "MAG") or percentage concession fee (the "Percentage Fee") due the City which may be due hereunder (the greater of the MAG and the Percentage Fee hereinafter referred to as the "Fee"), computed for each year of the Term and the Option Term, if executed. The fees shall be paid monthly based on one twelfth of the MAG amount or the Percentage Fee, whichever is greater.

- A. Minimum Annual Guarantee ("MAG") Fee: The MAG for the first year shall be seven hundred fifty thousand dollars (\$750,000). For each subsequent year of the Agreement, the MAG will be calculated at eighty five percent (85%) of the previous year's Percentage Fee to the City. In no event shall the MAG due to the City during the Term and any exercised Option Term(s) be less than the first year's MAG except for the conditions outlined below.

The enplanement level for the first year shall be one hundred thousand (100,000) enplanements. For each subsequent year of the Agreement, the MAG will be calculated at eighty five percent (85%) of the previous year's enplanement level. If for any reason, the annual enplanement level falls below 100,000 annual revenue enplanements for the previous rolling four (4) month period, the MAG shall be adjusted pro rata compared to the annual enplanement level to the 100,000 enplanement level until such time as annual enplanement level exceeds 100,000 for the previous four (4) month rolling month period at which time the applicable MAG will be reinstituted. Operator will continue to pay the City the specified percentage concession fees as described in paragraph B outlined below during such period.

- B. Gross Revenues shall be collected by the Operator for the parking and storage of motor vehicles whether on an hourly, daily, or weekly basis. In addition to the typical operating environment of an airport paid parking facility, the rental car companies have based their "ready" rental cars in a portion of the short-term

lot. When a customer rents a car, the customer goes to the designated spot and must exist through the same exit portal as the pay parking customers. These rental car customers are allowed to exit as validated customers and are not considered in the Gross Revenue calculation.

C. The Percentage Fee shall be computed as a percentage of annual Gross Revenues:

- a) 60% of annual Gross Revenues between \$0.00 and \$200,000
- b) 70% of annual Gross Revenues between \$200,001 and \$400,000
- c) 80% of annual Gross Revenues between \$400,001 and \$600,000
- d) 85% of annual Gross Revenues between \$600,000 and \$1,000,000
- e) 90% of annual Gross Revenues above \$1,000,001

Operator shall pay to the City monthly the Percentage Fee based on the monthly Gross Revenues at the appropriate rate schedule on the tenth (10th) of the month following service. The first monthly installment shall be due on July 10, 2021 and shall be due on the 10th of the month every month thereafter through the Base Term and the Option Term, if exercised.

6. REPORTS AND RECORDS:

a. Records Retention. Concurrently with each monthly payment Operator shall provide a detailed monthly statement of Gross Revenues derived for the preceding month for operation and management of the Premises, said report to be in a form acceptable to the City. The report should include, at a minimum, transaction data by time period by day, a detailed accounting of the number of validated parking transactions (non-revenue generating) including the name of the customer and the authorized validating agent, total gross revenue by time period by day, the number of uses of the call center for the applicable month. The Operator and the Airport Director will agree to a standard reporting form template that will be used for all submissions. Operator agrees that during the term of this Agreement it will maintain, under and in accordance with accepted accounting practices, a complete and accurate set of books, records, dates of its parking receipts including daily revenue and shift reports, bank deposit slips, tickets, license plate inventory, accounts and cash register tapes showing all Gross Revenues collected by Operator under this Agreement and all taxes and other deductions affecting said Gross Revenue. All such books, records, accounts and tapes shall be kept in conformity with a revenue control system approved by the Airport Director and shall be subject to inspection and audit by the City upon three (3) calendar days' notice. In the event any audit discloses that the amount of Gross Revenues on any statement was understated by two percent (2%) or more of Gross Revenues for any month, the Operator shall pay to the City the cost of its audit and investigation, plus any reconciled amounts due in Fees under this Agreement. Such records shall be maintained at a location agreed upon by the parties within the City. Operator shall retain all such books, records, accounts and tapes for a period of six (6) years after the termination of this Agreement. As an alternative, Operator has the option of turning all records over to the City at the end of the Term.

b. Compliance with Public Records Laws. Operator understands that, the City must disclose to the public upon request any records it receives from Operator. Operator further understands that any records obtained or generated by Operator under this Agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records law. At no additional cost to the City, Operator agrees to contact City promptly upon receiving a request for information under the public records law and/or to comply with City's instructions on how to respond to the request.

7. OPERATOR'S EMPLOYEES: Operator shall provide competent staff to operate the Premises and supplement the staff with the use of approved technology to perform the services requested under this Agreement as identified in the Operator's proposal attached hereto as an Exhibit. In order to accomplish the level of service required by City, and in the provision of continuous service of the Premises, Operator shall employ, train, assign, motivate and manage an adequate number of personnel to operate the Premises as may be required and/or adjusted based on the alternative use of technology to meet the requirements of this Agreement. Operator agrees to furnish, at a minimum on a continuous basis, the level of staffing contained in the proposal attached hereto as Exhibit B to this Agreement. The City reserves the right to adjust the level of staffing included in Exhibit B through negotiation with the Airport Director and the Operator and the Consent of the Airport Director.

Employees, whether on-site or through a call center, must be capable of speaking and understanding the English language at a level consistent with the effective and efficient performance of the duties of the position. On-site employees shall be clean and neatly dressed in uniforms provided by Operator at all times in order to reflect the professional levels of service expected by the City. Call center employees, if on camera, must be professionally dressed with a logo of the Operator clearly displayed and the person's name clearly displayed. On-site employees shall be polite and courteous at all times and shall respond to complaints or problems of customers within forty-eight (48) hours. Call center employees must be empowered to resolve customer complaints immediately. Operator shall be obligated to control the actions of its employees, to dispense with the services of any employee whose conduct the City determines to be detrimental to the best interests of the City.

8. OBLIGATIONS OF OPERATOR:

In the performance of its service at the Airport, the Operator will maintain a high degree and standard of professionalism. In particular, the Operator will comply strictly with the following conditions and requirements:

- A. Operate and manage the Premises in accordance with the highest standards and practices of the commercial parking industry;
- B. Train all employees under the Minot International Airport contract in the proper customer service techniques and the financial management policies and procedures to comply with the contract terms;
- C. Conduct its operations in an orderly, and courteous manner, so as not to annoy, disturb, or offend customers, patrons, employees or tenants of the Airport. On-site Employees shall wear clean uniforms as approved by the City at all times when on duty and call center employees must have their name and logo visible;
- D. Provide and maintain sufficient materials, supplies, merchandise, and equipment to ensure a timely high standard of parking service and to avoid all disruptions to customers within the reasonable control of the Operator;
- E. Provide custodial services and disposal of waste/trash within the Premises, as established in the Agreement to a location determined by the Airport.
- F. Pay all taxes assessed against Operator owned furnishings, equipment, earnings, personal property, or stock of merchandise and supplies.

G. Pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport.

H. Pay all revenues due the City on a timely basis and in accordance with the terms and conditions of this Agreement.

I. Comply with applicable federal, state, and local laws, regulations, and ordinances, etc., including the Rules and Standards governing the use and operation of the Minot International Airport, as may be amended from time to time.

J. Keep accurate records and books of account on site, or available within twenty-four (24) hours' upon notice, in accordance with Generally Accepted Accounting Principles (GAAP Basis) in order to submit monthly reports as established by the Agreement.

K. Provide insurance as required in Section 21.

L. Comply with all appropriate codes, regulations, and ordinances of the City of Minot and the State of North Dakota.

M. Provide bonding for all employees used in the performance of the contract against theft and fraud.

N. Provide a license plate inventory report through the use of the entrance and exit monitoring system equipment.

O. Other maintenance responsibilities as agreed to by the parties.

P. Process all rental car exiting customers as required by the City.

Q. If using a call center or other electronic support, Operator shall be responsible for providing all hardware, software, and installation of the required equipment. In addition, Operator will be responsible for all maintenance and replacement costs and the cost of any upgrades.

R. As part of the submission, the City requested that proposers submit equipment that the proposers recommended to meet the terms and conditions proposed by the Operator in the RFP. The Proposer agrees to procure, coordinate delivery, and coordinate the installation of the equipment included in Exhibit B. Upon completion of the installation and acceptance by the Airport Director, the Operator shall transfer the ownership and control of the equipment to the City and City shall reimburse the Operator for the direct out-of-pocket costs, with no markup for the purchase and installation of the authorized equipment. A revised listing of the equipment purchased will be substituted in Exhibit B. Operator shall submit detailed invoices for all labor and equipment and the City will make payment for all authorized costs within thirty (30) calendar days of receipt. Operator shall obtain prior written approval from City if the purchase and installation of the equipment will exceed the estimated cost of equipment described in Exhibit B.

Operator shall assign any maintenance and software agreements relating to the equipment to the City upon transfer of ownership. Once City takes possession of the system any annual or monthly software or equipment expenses will become the obligation of the City. The City has the option of paying those expenses directly to FLASH (less operator discount), reimbursing the Operator, or having the operator

deduct it from monthly rental payments. All payments by the City will require Operator to submit invoices as backup.

9. OBLIGATIONS OF THE CITY

City shall, at its sole expense, be responsible for repair, maintenance, and replacement of all blacktop and concrete surfaces, light standards and re-lamping on the Premises; electrical repairs; capital investment; landscaping; software maintenance and upgrades; providing and/or procuring the revenue control equipment as well as repairs to the revenue control equipment not caused by damage, misuse, or destruction; and sewer and drainage, as same pertain to the Premises (unless provided by Operator), unless any of the aforesaid shall be damaged by Operator or its employees or subcontractors, in which event Operator shall be solely responsible.

City shall furnish, at no charge to the Operator, the Exit Plaza and all other parking facilities included in the Premises with:

- A. Ordinary heat, electricity, and air conditioning for the Exit Plaza.
- B. Ordinary convenience outlets as presently installed and electric current that is not substantially greater than an amount of electric current than might be normally used. Operator accepts the facilities "as is where is".
- C. Telephones and radios for use by Operator as required by the City.
- D. Internet service to the Exit Plaza.
- E. City shall provide and pay for all necessary electricity for the lighting of the remainder of the Premises and roadway system at the Airport.
- F. All revenue control software and equipment.
- G. City shall be responsible for snow removal from the Premises except that Operator will assist City with removing snow from the entrances and Exit Plaza Islands and the entrance and exit to the long term lot (credit card in/credit card out).
- H. All electricity to the Long Term lot and all parking lot lighting.

10. VEHICLE LICENSE PLATE INVENTORY: A license plate inventory of all vehicles parked at the Premises overnight shall be provided upon request through use of the revenue control equipment that is installed at the entrance and exit plazas. This information permits a determination of length of stay in the facility to enable a customer to be charged the correct amount of fees in the event of a "lost" ticket. Any vehicle remaining at the Premises more than thirty (30) thirty consecutive calendar days will be brought to the attention of the Airport Director to determine the appropriate action to be taken.

11. CONSUMABLES AND CREDIT CARD FEES:

- A. Operator shall, at its own expense, furnish all forms, tickets, decals, envelopes, tools, office equipment, furniture, drop safes, materials, and supplies needed for the efficient operation of its business at the Premises.
- B. Operator shall be responsible, at its own expense, all credit card fees.

12. TAXES: Operator shall be liable for the payment of personal property taxes, if any, and license fees that may be levied or assessed during the Base Term and Option Term, if executed, of this Agreement on account of the transacting of business on the Premises by Operator. If Operator shall fail or neglect to pay any of said taxes or license fees when the same become due, the City may pay the same, together with any penalty thereon, provided, however, that such payment by the City shall not prevent or limit Operator from appealing such tax or fee. If City pays all or any portion of said taxes or license fees together with any penalty thereon, the City shall be entitled to collect the entire amount so paid from Operator, and Operator hereby agrees to pay such entire amount to City upon demand therefor, provided however, such payment does not prevent or limit Operator from appealing such tax of license fee.

13. ABANDONED VEHICLES: Operator will comply with any and all governmental laws, regulations and statutes regarding abandoned vehicles. Permanently abandoned vehicles, if any, will be disposed of in accordance with existing laws. The City shall be entitled to all proceeds from the sale of any abandoned vehicle. No abandoned vehicle will be moved without the prior written approval of the Airport Director.

14. CUSTOMER RELATIONS:

- A. Customer Feedback Survey. Operator shall conduct an annual customer parking survey at the Airport. Operator will consult with the Airport Director to develop and conduct the survey. The survey shall be in a form approved in writing by the Airport Director. Operator shall pay for, prepare and tabulate the survey and provide the results of each survey to the City in written form.
- B. Visiting Corporate Personnel. Operator shall have visiting corporate, regional and field personnel observe, monitor and document performance and standards relating to customer service and provide the findings to the Airport Director a minimum of two (2) times per year on a schedule agreed to by the Airport Director.
- C. Customer Relations Policy. Operator shall respond to customer inquiries and/or complaints within forty-eight (48) hours of receipt and provide the Airport Director with a copy of said response on a monthly basis on or before the fifteenth of the month following the complaint. For any call center customer services issues, the agents must be empowered to make decisions immediately while interacting with the customer. Any such complaints and responses must be included in the summary of all responses and will be included in the complaint summary provided to the Airport Director.

15. OPERATOR EMPLOYEE PARKING AND CITY PARKING TICKET VALIDATION: Operator's employees may park for free during the course of their normal duty shift in the area adjacent to the booth in the Exit Plaza.

Operator and the Airport Director shall arrive at a mutually agreeable method for parking ticket validations for validations authorized by the City. The Operator is strictly prohibited from issuing any validations for paid parking unless it is a customer service issue and is documented in the monthly complaint and response report. The Operator will administer the agreed to program for the validating of the exiting of rental cars, which may be amended by the City from time to time upon prior consultation with the Operator. A reconciliation of all validated tickets must be included in the monthly report so that the total number of transactions is validated between paid parking, validated parking, and authorized rental car exits.

16. **SIGNS:** Operator shall not erect, install, operate, cause or permit to be erected, installed or operated in or upon the Premises or upon the Airport, any sign or similar advertising device without having first obtained the prior written approval of the Airport Director. All costs of installation shall be borne solely by Operator.

17. **RATES:** The City shall be solely responsible for establishing all rates, fees, and charges for all revenue associated with the operation of the public parking program. The City will establish a rates, fees, and charges schedule annually that is competitive with nearby airports and other comparable City operated facilities. The Airport Director will provide to the Operator in writing a minimum of thirty (30) calendar days prior to the annual submission of the rate, fee, and charges schedule to the City Council a copy of the proposed submission. The Operator will have ten (10) calendar days to comment on the proposed rate schedule. The Airport Director will take into account the comments submitted by the Operator prior to finalizing the City Council submission package. Rates, fees, and charges will be no less than in existence at the commencement of the Agreement. The Operator shall be responsible for coordinating and installing all signage changes required and any such change. Operator will obtain an estimate for the changes and submit to the Airport Director for review and approval. The changes will be a reimbursable expense by the City. Operator will be responsible for publicly posting all rates on a timely basis at locations designated by the City. The City shall be responsible for updating the Airport website reflecting the then current parking rates.

18. **CAPITAL IMPROVEMENTS:** The City may desire to have capital improvements made to the Premises during the Term of the Agreement. The City may authorize the Operator to source, estimate, and coordinate such improvements on behalf of the City. The Operator shall prepare plans and specifications which meet the City's requirements for the improvements. All work shall be done by competent contractors upon written approval by the Airport Director in the time and manner approved. The City shall reimburse the Operator for all direct costs in procuring such improvements.

19. **INDEMNIFICATION CLAUSE:** Operator shall indemnify, save, hold harmless, and defend the City, their officials, agents, contractors, and employees, successors and assigns, individually or collectively, from and against any claim including a claim for contribution or indemnity, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property or any other cause of action arising out of, resulting from, in conjunction with or incident to Operator's operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy of the Premises or of the Airport, and on ten (10) calendar days' written notice from the City, Operator shall appear and defend all claims and lawsuits against the City growing out of any such injury or damage.

Operator shall indemnify, save, hold harmless, and defend the City, their officials, agents, contractors, and employees, successors and assigns, individually or collectively, from and against any claim including a claim for contribution or indemnity, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) and any fines in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, including rules or regulations of the City now in effect or hereafter promulgated, by Operator, its agents, employees, or successors and assigns in conjunction with or incident to Operator's operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy of the Premises or of the Airport, and on ten (10) calendar days' written notice from the City, Operator shall appear and defend all claims and lawsuits against the City growing out of any such injury or damage.

Operator also agrees to reimburse City for all costs, expenses, and attorneys' fees incurred in establishing and litigating this indemnification coverage provided herein.

The provisions of this Section shall survive the expiration, termination or early cancellation of this Agreement.

20. ENVIRONMENTAL LIABILITY AND INDEMNIFICATION: In addition to the general indemnity stated in Section 19, and as part of it, it is specifically agreed between the parties that Operator shall be responsible in all respects for Operator's use of, or Operator's generation of, or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic or dangerous substance, solid waste or a "hazardous waste" by either the United States Environmental Protection Agency or the North Dakota Department of Environmental Quality. Operator shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and response costs, monitoring, or cleanup of any environmental condition deemed by those agencies, or either of them, to require environmental response, monitoring or cleanup activities of any kind whatsoever which arise out of Operator's use of, or generation of, such substances in its operations at the Airport, and, Operator specifically agrees that the obligations of Section 19 above shall apply specifically to any cost or obligations of the City arising out of such response, disposition and/or clean up. The provisions of this Section shall survive the expiration, termination or early cancellation of this Agreement.

21. INSURANCE:

A. Insurance Requirements.

Operator shall, at its expense, secure and maintain insurance in full force and effect during the term of this Agreement, from an insurance company licensed to do business in North Dakota, in such amounts as to meet the minimum limits of liability specified below.

1. Comprehensive General Liability with limits no less than \$1,500,000 combined single limit per occurrence, including but not limited to, bodily injury and property damage, airport premises and products/completed operations liability, contractual liability, and independent contractors' liability. The limit may be satisfied with a combination of primary and excess/umbrella coverage.
2. Business Automobile Liability with limits no less than \$1,500,000 each occurrence including owned and/or leased automobile liability and non-owned and hired automobile liability.
3. Workers' Compensation Coverage meeting all statutory requirements. This policy shall provide coverage for all states of operation that apply to the performance of this Agreement.

B. Additional Requirements for All Insurance.

1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Operator.
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 City. The policies shall be in form and terms approved by the City.

3. The duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement.
 4. The City and its agencies, officers, and employees (City) shall be endorsed on the comprehensive general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The City 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 Operator.
 5. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the City
 6. The Operator shall furnish a certificate of insurance to the Airport Director 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 City to terminate this agreement immediately.
 8. Operator shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Operator shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.
 9. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by the City.
- C. Disclaimer. City does not represent or guarantee that these types or limits of coverage are adequate to protect the Operator's interests and liabilities. It shall be the obligation and responsibility of Operator to insure, as it deems prudent, its own personal property, against damage. City does not have insurance coverage for Operator's property and the City expressly disclaims any and all liability for any and all losses, damage and/or claims to personal possessions of Operator.
- D. City's Fire Insurance. Operator covenants that it will not do or permit to be done any act which:
1. Will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof, or upon the contents of any building thereof; or
 2. Will increase the rate of any fire insurance at the Airport or any part thereof, or upon the contents of any building thereof; or
 3. In the opinion of City, will constitute a hazardous condition so as to increase the risks normally intended upon the operations contemplated by this Agreement.

If, by reason of Operator's failing to comply with the provisions of this Section, any fire insurance rate on the Airport or any part thereof, or upon the contents of any building thereof, at any time, shall be higher than it otherwise would be, then Operator shall, upon fifteen (15) calendar days' prior notice, either modify its operations so as to comply with the provisions of this subsection or reimburse the City for that part of all fire insurance premiums paid or payable by the City which shall be charged because of such violation by Operator.

22. NON-DISCRIMINATION: Operator for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree: that (a) no person on the grounds of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises, (b) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that Operator shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement or other agreement covered by Title 49 CFR Part 23. The Operator agrees to include the above statements in any subsequent concession agreement or contract covered by Title 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Non-compliance with this provision, shall constitute a material breach thereof and in the event of such non-compliance the City shall have the right to terminate this Agreement without liability therefor or at the election of City or the United States either or both said Governments shall have the right to judicially enforce said provision.

23. TEMPORARY SUSPENSION OF OPERATIONS: In the event Operator is prevented from operating the public parking facilities, the City shall have the option to assume operation of the Premises during Operator's period of disability. The City may continue such operation for so long as Operator's disability shall last, and shall receive all revenues therefrom.

24. DEFAULT:

A. Rights Upon Default. If at any time Operator shall be in default, as defined in this Section, with regard to the requirements of this Agreement, it shall be lawful for the City, and the City may at any time thereafter:

1. Immediately, or at any time thereafter without further notice to Operator, re-enter into or upon the Premises under this Agreement or any part thereof and take possession of the same fully and absolutely with or without cancellation of this Agreement and without such re-entry representing a forfeiture of the fees and charges to be paid and of the covenants, terms and conditions to be performed by Operator for the full term of this Agreement, and in the event of such re-entry, the City may collect and retain all parking revenues or the City may contract with

another operator for an equivalent or greater or lesser concession fee and the City to recover properly measured damages.

2. The City may at its election terminate this Agreement upon written notice in the manner hereinafter provided and re-enter upon the Premises, and the Operator covenants in case of such termination to indemnify the City against all loss of fees, and charges which the City has suffered or paid by reason of such termination, during the remainder of the term of this Agreement.
3. The City shall further have all other rights and remedies at law or in equity including injunctive relief, or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings shall be deemed cumulative.

B. Default Defined. "Default" shall be defined when any of the following circumstances exist:

1. If the Operator has failed to pay fees, charges, or taxes when due hereunder and such failure to pay shall continue for ten (10) calendar days after written notice to Operator in the manner hereinafter provided.
2. Failure to provide and/or maintain the insurance coverages required herein.
3. If the Operator fails in the observance or performance of any of the other terms, covenants and conditions of this Agreement and such failure shall continue for thirty (30) calendar days after the City has given Operator written notice, or the Operator shall have failed to commence the corrective action of such failure within thirty (30) calendar days after such notice and to diligently prosecute the same where the same cannot be completed within thirty (30) calendar days.
4. If a petition to reorganize the Operator or for its arrangement of its unsecured debts shall be filed.
5. If the Operator shall be adjudicated bankrupt.
6. If a receiver or trustee of the Operator's property shall be appointed by any court.
7. If the Operator shall make a general assignment for the benefit of creditors.
8. If all of the interest of the Operator in its property shall be taken by garnishment, attachment, execution or other process of law.
9. If controlling interest of the Operator under this Agreement shall, without the approval required in Section 28 be transferred or assigned.
10. If any lien shall be filed against the Premises because of an action or omission of Operator and shall not be discharged or contested by

Operator in good faith by proper legal proceedings within twenty (20) calendar days after receipt of notice thereof by Operator.

25. CANCELLATION OF AGREEMENT:

- A. Cancellation by Operator. This Agreement shall be subject to cancellation by Operator if one or more of the following events should occur:
1. The permanent abandonment of the Airport for scheduled air service.
 2. If, by reason of any action of any governmental authority, Operator is unable to conduct its business for a period of in excess of ninety (90) consecutive days in substantially the same manner or substantially to the same extent as prior to such action.
 3. Issuance by any court of competent jurisdiction of an injunction, order or decree in any way preventing or restraining the use of the Premises which injunction, order or decree remains in force of such injunction for a period of at least ninety (90) calendar days.
- B. Cancellation without Cause. This Agreement may be terminated without cause by the City upon 180 calendar days' written notice to Operator.

26. SURRENDER OF PREMISES: Upon the termination of this Agreement, Operator's authority to use the Premises, rights, facilities, equipment and Improvements herein granted shall cease and Operator shall, upon expiration or termination, promptly and in good condition, normal wear and tear excepted, surrender the same to the City. In the event that Operator has in any way changed, altered or modified the Premises, Operator covenants to return the same to the condition they were in at the time of the occupancy under this Agreement, normal wear and tear excepted, or, in the alternative, to pay the City for the cost of returning them to said condition. Upon termination, any improvements which have become part of the realty shall become the property of the City, and the same shall be immediately returned to the ownership and control of the City. Any improvements not part of the realty shall be removed therefrom within ten (10) calendar days after the termination of this Agreement or the same shall be deemed to have been abandoned to the City and the right of the Operator to possession thereof shall cease.

27. NOTICES: Any notices or communications required to be given to or by or served upon the respective parties hereto may be so given or served by mailing the same, properly addressed and stamped, to such party or parties by United States registered mail, certified mail or by reputable overnight courier service. Until new addresses shall be given, the addresses of the respective parties for the purpose of such notices or communications or for any other purposes shall be:

As to City:

City Clerk
City of Minot
515 2nd Ave. SW
Minot, ND 68702

As to Operator:

LAZ Parking Midwest, LLC
15 S. 9th Street, Suite 255
Minneapolis, MN 55402

With copy to:
LAZ Parking Legal Department
LAZ Parking
One Financial Plaza, 14th Floor
Hartford, CT 06103-2601

28. ASSIGNMENT: Except for the subcontracting of work as set forth in Section 18, Operator shall not assign or transfer this Agreement, in whole or in part, in any manner, nor any interest therein, nor permit the foregoing Agreement to become transferred by operation of law or otherwise, nor do or suffer any acts to be done whereby the same may be or become assigned in whole or in part, unless the written consent of the City shall first be obtained in each and every case of subletting, assignment or transfer. It is expressly agreed by the parties that a change in ownership of the controlling share of stock in Operator if any, shall be deemed to be an assignment hereunder. It is expressly agreed by the Operator that in the event permission be granted by the City as herein provided, the sub-lessee or assignee shall be required to assume and agree to perform the covenants of this Agreement and that notwithstanding any such subletting or assignment, the Operator shall be and remain liable for the payments of all rents and other payments due hereunder and the performance of all covenants and conditions for the full term of this Agreement.
29. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
30. SUBORDINATION: This Agreement shall be subordinate to the provisions of any existing or future Agreement between the Operator and the United States of America or the State of North Dakota relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport, or to any security requirements of State or Federal Government, including temporary security procedures or instructions.
31. MINIMUM STANDARDS: The City has adopted Minimum Standards, as may be amended from time to time, with respect to the use of the Airport, terminal building and related facilities, which Operator agrees to observe and obey.
32. NONWAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by Operator shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.
33. NONWAIVER OF LIABILITY: Nothing in this Agreement constitutes a waiver by the City of any statutory or common law defenses, immunities, or limits on liability. The liability of the City and the City shall be governed by the provisions of the North Dakota law.
34. AMENDMENT: Any of the terms of this Agreement may be changed upon the mutual consent of the City and the Operator, but to be valid any such changes must be in writing, dated, and must be executed with the same formalities as this Agreement.
35. SEVERABILITY: If any term of this Agreement is declared to be illegal or unenforceable by a Court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Agreement did not contain that term.

36. HEADINGS: The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease Agreement.

37. GOVERNING LAW: This Agreement shall be governed by and in accordance with the laws of the State of North Dakota, and all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement shall be venued in state or federal courts located in North Dakota.

38. FORCE MAJEURE: Neither the City nor the Operator shall be deemed in violation of this Agreement by reason of failure to perform any of its obligations hereunder, if such failure is due to airline strikes, boycotts, embargoes, airport construction, acts of God, acts of governmental authority, weather conditions, riots, rebellion, terrorism, sabotage, or any other material circumstances not within its control. In such event, Operator may, with the prior written consent of the Airport Director, diminish the scope of its operations commensurate with the existing demand for parking services.

39. PERFORMANCE GUARANTEE: Operator shall post with the City prior to the commencement date of this Agreement a performance guarantee to be maintained for the duration of the Base Term of the Option Term, if executed, in the amount of the two hundred and fifty thousand dollars (\$250,000). The performance guarantee may be in the form of a bond, letter of credit from Operator's banking institution, or a cashier's check payable without recourse to the City. If the Operator submits a bond, then that bond shall be issued by a surety company acceptable to the City. During the Term of the Agreement, if there are any claims on the performance guarantee, the Operator must replenish the amount to the full value within five (5) calendar days upon receipt of written notice by the City.

40. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE ("ACDBE") COMPLIANCE

- A. The City has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Operator is required to participate in the City's ACDBE program.
- B. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Title 49 CFR Part 23.
- C. The Operator agrees to include the statement set forth in paragraph B in any subsequent concession agreement or contract covered by Title 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- D. The City has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:
 - 1. Breach of contract action, pursuant to the terms of this contract;
 - 2. Breach of contract action, pursuant to applicable State Statutes

E. The federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 23;
2. Enforcement action pursuant to 49 CFR part 31; and
3. Prosecution pursuant to 18 USC 1001.

F. The City will comply with all regulations set forth in 49 CFR Part 23 and will monitor operations at the Airport for compliance with the ACDBE program.

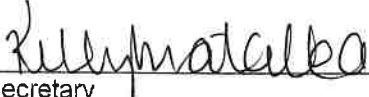
G. The City will submit to the Federal Aviation Administration's, Regional Civil Rights Office, an annual ACDBE participation report showing the commitments and attainments. The City will take measures to ensure nondiscriminatory participation of ACDBEs in concession, and other covered activities.

41. ENTIRE AGREEMENT: This written Agreement, including Exhibits A- the Premises and Exhibit B- The RFP Response, is the entire agreement between the Parties. Any and all prior or contemporaneous statements and understandings not contained herein shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized officers or representatives on the day and year first above written.

CITY OF MINOT

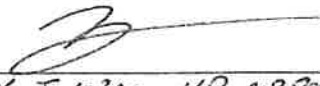
By: 
Shaun Sipma
Its: Mayor

By: 
Its Secretary

Date: 5/18/2021

LAZ PARKING MIDWEST, LLC

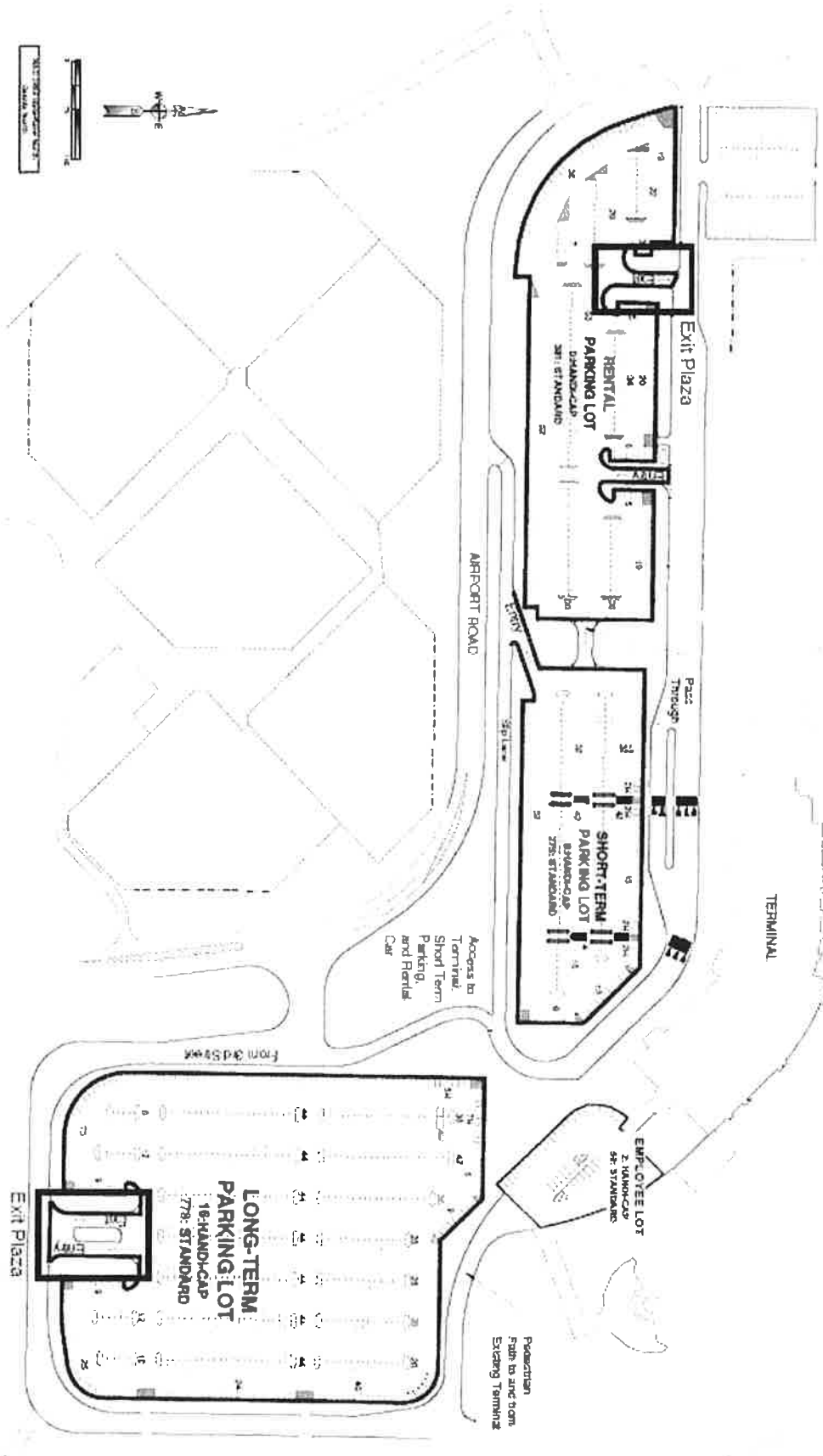
By: 
Its: CHRIS J. HOWLEY, VP

By: 
Its: RIK INGRAM, VP AIRPORTS

Date: 5/13/21

EXHIBIT A - PREMISES

EXHIBIT A - PARKING STALLS



Minot International Airport
Parking Lot Facilities

EXHIBIT B
COPY OF RFP SUBMISSION

Section removed

Information in marked confidential.

Available upon request to City Council
members.

AMENDMENT 1
AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT FOR THE MINOT
INTERNATIONAL AIRPORT

This Amendment (the "Amendment") is made effective on 01/21 2021 by and between the City of Minot as lessor ("City") and LAZ Parking Midwest, LLC, as operator ("Operator").

WITNESSETH:

WHEREAS, the City owns the Minot International Airport ("Airport"), located in the City of Minot, North Dakota;

WHEREAS, the Airport is governed by the City of Minot:

WHEREAS, the parties entered into an Airport Facilities Management Agreement for the Minot International Airport ("Agreement") on May 17, 2021, commencing August 1, 2021;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to amend the Agreement identified above as follows:

1. Section 1 (H) is hereby deleted and replaced in its entirety with the following:

H. Gross Revenue (herein after referred to as "Gross Revenues") shall mean all funds collected by the Operator for the parking and storage of motor vehicles whether on an hourly, daily, weekly, monthly, or annual basis, less all validations, refunds, discounts, and allowances and less any sales tax, use tax, excise tax, gross receipts tax, parking tax, or any other tax or charge collected by the Operator on behalf of or payable to the tax collector (collectively "Sales Tax"). Upon the commencement of this Agreement, Sales Tax is not collected on parking revenue and the Operator will not be required to collect and remit to the State. In the event that it is determined that Sales Tax is required to be collected during the Term of this Agreement, the Operator will be required to collect Sales Tax and make payment directly to the tax collector of any Sales Tax based on Gross Revenue collected by the Operator. Gross Revenues do not include annual parking contracts issued directly by the City, employee parking fees, or any concession or parking fees paid by rental car operators for the storage of their vehicles in the Premises.

2. Section 3 (A) is hereby deleted and replaced in its entirety with the following:

A) Base Term: Base Term- Operator will enter into a five (5) year Agreement commencing on August 1, 2021 and terminating on July 31, 2026.

3. Section 5 (C) is hereby deleted and replaced in its entirety with the following:

C. The Percentage Fee shall be computed as a percentage of annual Gross Revenues:

- a) 60% of annual Gross Revenues between \$0.00 and \$200,000
- b) 70% of annual Gross Revenues between \$200,001 and \$400,000
- c) 80% of annual Gross Revenues between \$400,001 and \$600,000
- d) 85% of annual Gross Revenues between \$600,000 and \$1,000,000
- e) 90% of annual Gross Revenues above \$1,000,001

Operator shall pay to the City monthly the Percentage Fee based on the monthly Gross Revenues at the appropriate rate schedule on the tenth (10th) of the month following service. The first monthly installment shall be due on September 10, 2021 and shall be due on the 10th of the month every month thereafter through the Base Term and the Option Term, if exercised.

4. Section 8 (R) is hereby deleted and replaced in its entirety with the following:

R. As part of the submission, the City requested that proposers submit equipment that the proposers recommended to meet the terms and conditions proposed by the Operator in the RFP which is included as Exhibit B. The City and the Proposer agree to finalize the final listing of equipment that will be installed and to procure, coordinate delivery, and coordinate the installation of the equipment and include as Exhibit C. Upon completion of the installation and acceptance by the Airport Director, the Operator (acting as agent for the City) shall transfer the ownership and control of the equipment to the City and City shall reimburse the Operator for the direct out-of-pocket costs, with no markup for the purchase and installation of the authorized equipment included as Exhibit C. Operator shall submit detailed invoices for all labor and equipment and the City will make payment for all authorized costs within thirty (30) calendar days of receipt. Operator shall obtain prior written approval from City if the purchase and installation of the equipment will exceed the estimated cost of equipment described in Exhibit C.

Operator shall assign any maintenance and software agreements relating to the equipment to the City upon transfer of ownership. Once City takes possession of the system any annual or monthly software or equipment expenses will become the obligation of the City. The City has the option of paying those expenses directly to FLASH, reimbursing the Operator (less operator discount), or having the operator deduct it from monthly rental payments. All payments by the City will require Operator to submit invoices as backup.

- 5. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this**

Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

CITY OF MINOT

By: Shaun Sipma
Shaun Sipma
Its: Mayor

By: Kelly Matalba
Its Secretary

Date: 6/25/2021

LAZ PARKING MIDWEST, LLC

By: DocuSigned by: [Signature]
2A79718D65E94D3
Its: Chief operating officer

By: [Signature]
Its: VP-TREASURER

Date: 6/14/2021



TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: April 6, 2026

SUBJECT: CASE #2026-17 - CRESTVIEW ESTATES 3RD ADDITION - MINOR PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122
Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

The applicant would like to combine 2 lots into a single lot.

B. Proposed Project

The legal description is Crestview Estates Addition Lots 1 & 2.
The addresses are 2000 & 2010 18th Ave NW.

C. Recommendation Detail

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

IV. IMPACT

A. Service/Delivery Impact:

The plat will combine two lots into one lot.

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The Council may deny or approve with conditions.

CRESTVIEW ESTATES THIRD ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA

BEING LOTS 1 AND 2, OF CRESTVIEW ESTATES SECOND ADDITION,
LYING IN THE NW $\frac{1}{4}$ NE $\frac{1}{4}$, OF SECTION 15, TOWNSHIP 155N, RANGE 83 W,
TO THE CITY OF MINOT, NORTH DAKOTA

DESCRIPTION:

Know all men by these presents that Gage & Lisa Kulig, being Owners and Proprietors, of Lots 1 and 2, of Crestview Estates Second Addition, lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, of Section 15, Township 155 N, Range 83 W, of the 5th Principal Meridian, to the City of Minot, North Dakota, being more particularly described as follows:

Beginning at the Northeast Corner, of Lot 1, of Crestview Estates Second Addition, lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, of Section 15, a Plat being on File at the Ward County Recorder's Office; Thence S 33°01'11" W, on Boundary Line of said Lot 1, a distance of 173.91 FT, to a Boundary Corner, of said Lot 1; Thence S 62°51'57" W, on Boundary Line of Lots 1 and 2, of said Crestview Estates Second Addition, a distance of 178.57 FT, to a Boundary Corner, of said Lot 2; Thence S 73°01'00" W, on Boundary Line of said Lot 2, a distance of 56.71 FT, to a Boundary Corner, of said Lot 2; Thence, on a Boundary Line of said Lot 2, on a Curve to the Left, said Curve having a Length of 101.47 FT, a Radius of 60.00 FT, and a Delta Angle of 96°53'35", to a Boundary Corner, of said Lot 2; Thence N 88°35'38" W, on a Boundary Line, of said Lot 2, a distance of 222.45 FT, to the Southwest Corner, of said Lot 2; Thence N 35°26'10" W, on the West Line of said Lot 2, a distance of 322.48 FT, to the Northwest Corner, of said Lot 2; Thence S 89°14'09" E, on the North Line, of said Lot 2, a distance of 591.90 FT, to the Northeast Corner, of said Lot 2; Thence S 89°13'44" E, on the North Line, of said Lot 1, a distance of 214.22 FT, to the Point of Beginning.

Said described tract, of land contains 3.53 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Crestview Estates Third Addition, to the City of Minot, North Dakota, the owners hereunto affixed his signature.

US Survey Feet
N 458687.31
E 1767940.35
N 458688.23
E 1767943.89

[Signature]
Gage Kulig

[Signature]
Lisa Kulig

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 2nd Day of March, 2026, before me, a Notary Public in and for said State, Appeared Gage & Lisa Kulig, well known to be the persons described in the foregoing description and acknowledged to me that they executed the same on their own free act and deed.

My commission expires

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

[Signature]
Notary Public, State of North Dakota

SURVEYOR'S CERTIFICATE

I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge and Belief.

[Signature]
Thomas R. Leshovsky P.L.S. #6134

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 24th Day of February, 2026, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

My commission expires

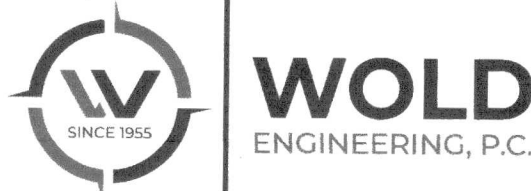
KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

[Signature]
Notary Public, State of North Dakota

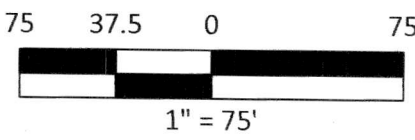
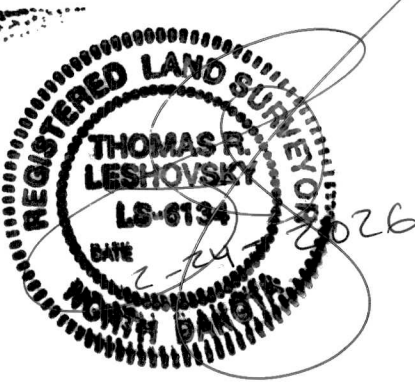
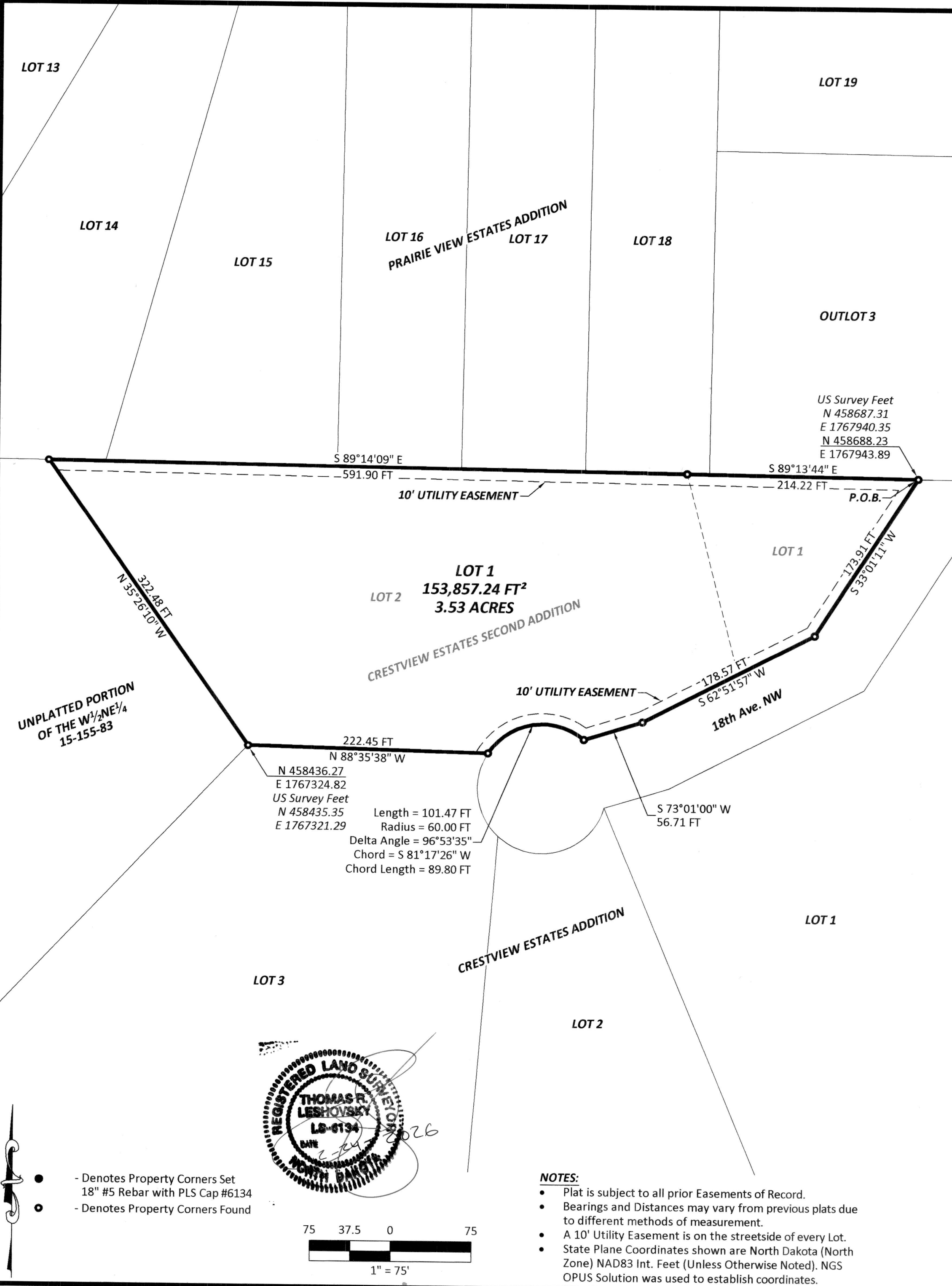
APPROVAL

I hereby certify that the Plat shown hereon has been approved by the Minot Planning Commission and the Minot City Council.

Approved: _____, 2026
Minot City Engineer



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



NOTES:

- Plat is subject to all prior Easements of Record.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- A 10' Utility Easement is on the streetside of every Lot.
- State Plane Coordinates shown are North Dakota (North Zone) NAD83 Int. Feet (Unless Otherwise Noted). NGS OPUS Solution was used to establish coordinates.

- - Denotes Property Corners Set 18" #5 Rebar with PLS Cap #6134
- - Denotes Property Corners Found



TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: April 6, 2026

SUBJECT: CASE #2026-22 - LOTS 1 & 2, MINOT 2ND ADDITION - MINOR PLAT

I. RECOMMENDED ACTION

It is recommended City Council approve the Minor Plat 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

Applicant wants to combine multiple lots into two lots.

B. Proposed Project

Lots 1-24, less right of way, Block 12, Original Townsite to Minot CBD

C. Recommendation Detail

It is recommended that City Council approve the Minor Plat as shown in Attachment A.

IV. IMPACT

A. Service/Delivery Impact:

Consolidate multiple lots into two lots.

B. Fiscal Impact

N/A

Project Costs

N/A

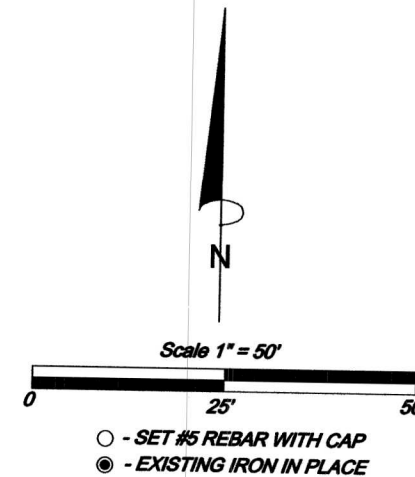
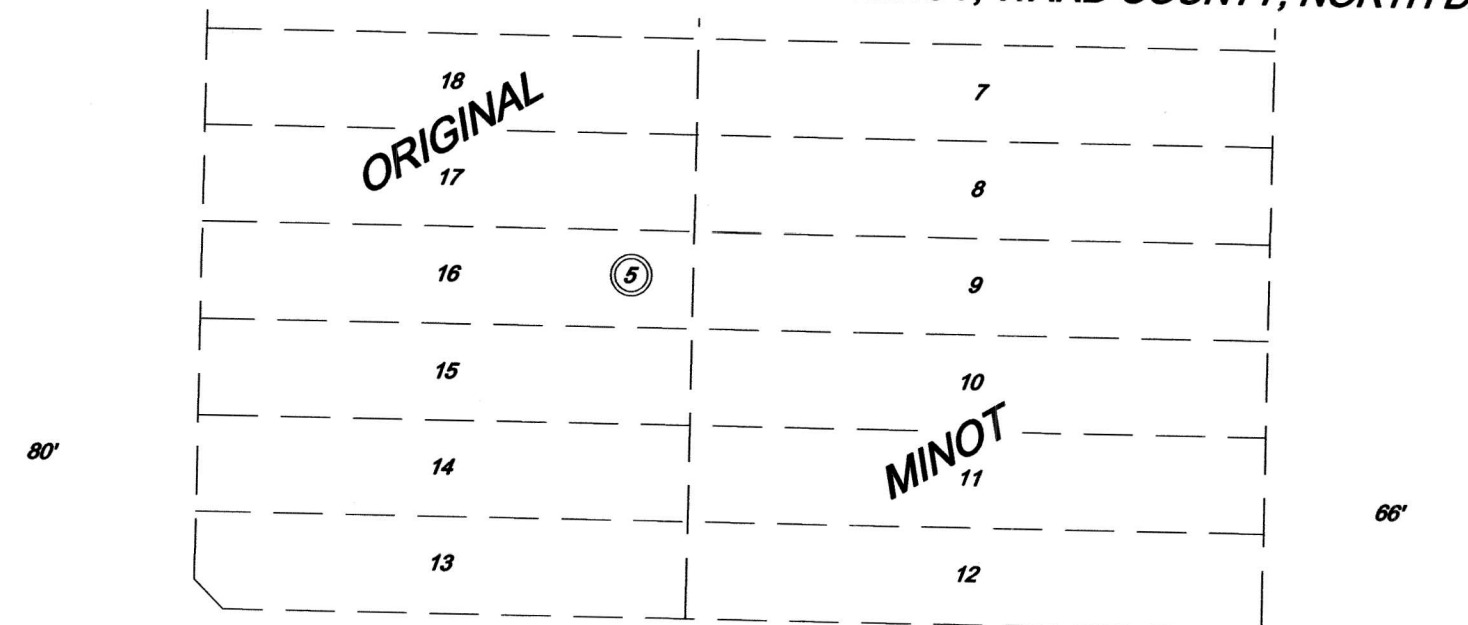
Project Funding

N/A

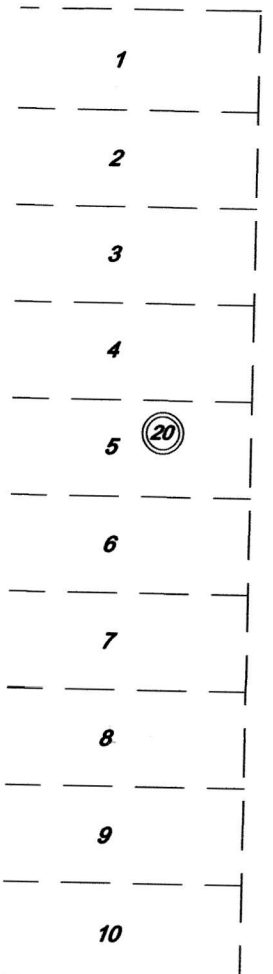
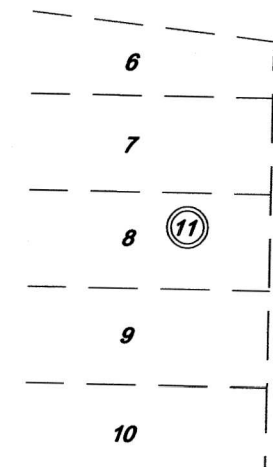
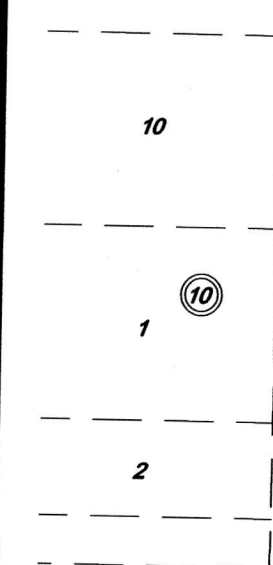
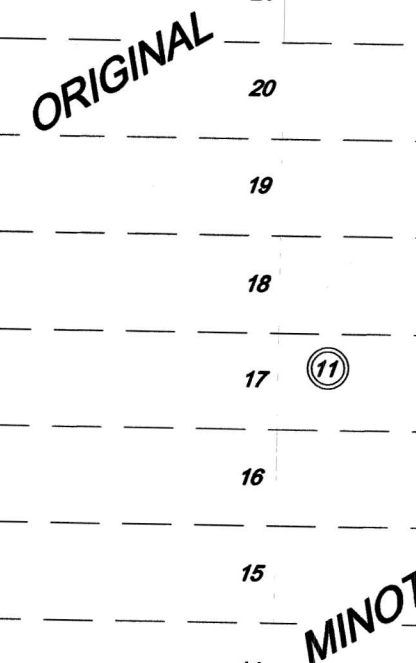
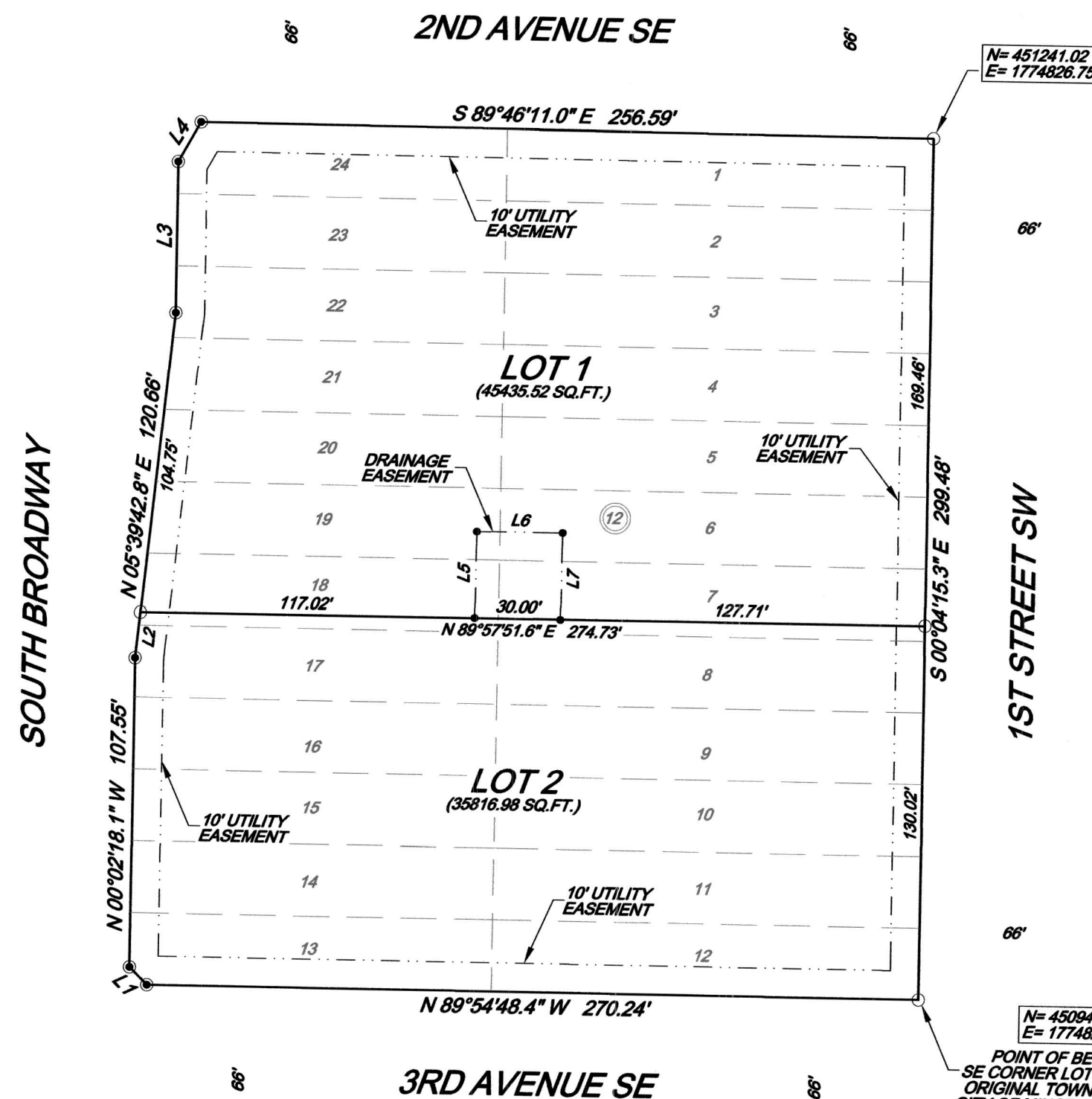
VI. ALTERNATIVES

City Council may deny or approve with conditions.

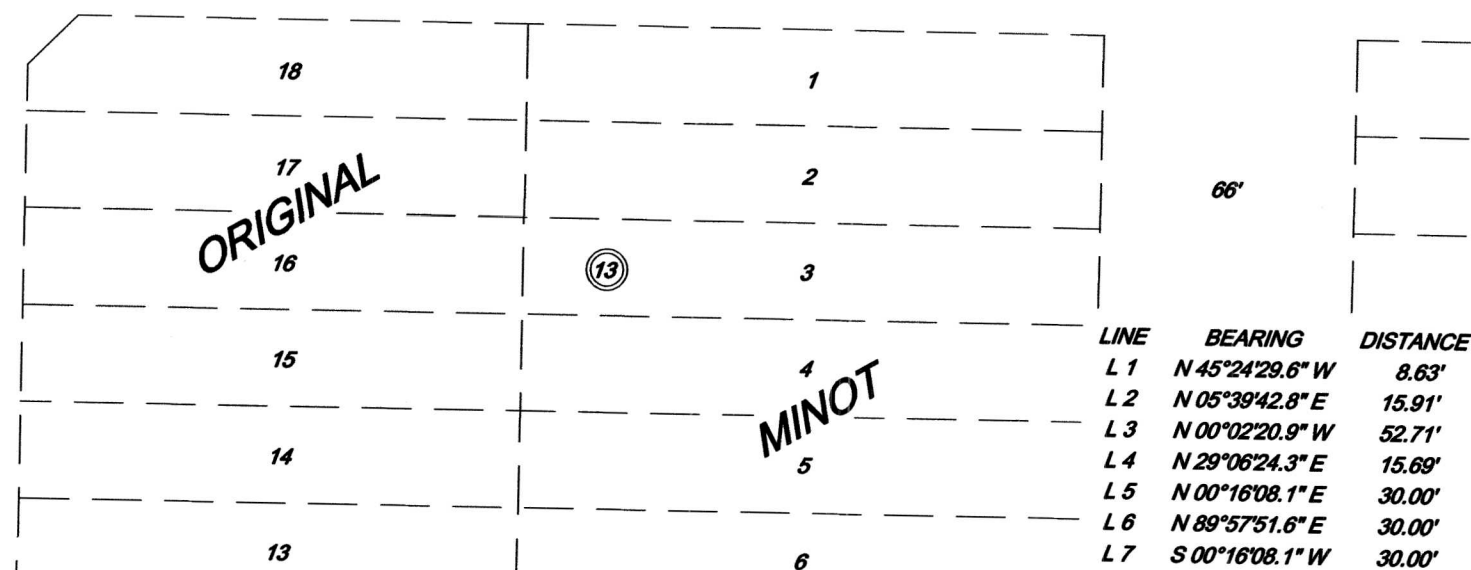
MINOT 2ND ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS 1 THRU 24, LESS RIGHT OF WAY, BLOCK 12
ORIGINAL TOWNSITE OF THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA)



NOTES:
BASIS OF BEARING IS TRUE NORTH.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
A 10' UTILITY EASEMENT IS ON THE STREETSIDE OF EVERY LOT UNLESS OTHERWISE NOTED.
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE).
COMBINATION FACTOR OF 1.000133583
CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: TRANSPORT, LARSON



LOT BREAKDOWN
LOT 1 = 45435.52 SQ. FT.
LOT 2 = 35816.98 SQ. FT.
TOTAL = 81252.50 SQ. FT.
OR 1.87 ACRES



LINE	BEARING	DISTANCE
L 1	N 45°24'29.6" W	8.63'
L 2	N 05°39'42.8" E	15.91'
L 3	N 00°02'20.9" W	52.71'
L 4	N 29°06'24.3" E	15.69'
L 5	N 00°16'08.1" E	30.00'
L 6	N 89°57'51.6" E	30.00'
L 7	S 00°16'08.1" W	30.00'

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

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT TRINITY HEALTH F/K/A TRINITY MEDICAL CENTER, A NORTH DAKOTA NON-PROFIT CORPORATION, BEING OWNERS AND PROPRIETORS OF LOTS 1 THRU 24 LESS RIGHT OF WAY, BLOCK 12, ORIGINAL TOWNSITE OF THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 12, ORIGINAL TOWNSITE OF THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE N 89°54'48.4" W, A DISTANCE OF 270.24 FEET; THENCE N 45°24'29.6" W, A DISTANCE OF 8.63 FEET; THENCE N 00°02'20.9" W, A DISTANCE OF 107.55 FEET; THENCE N 05°39'42.8" E, A DISTANCE OF 120.66 FEET; THENCE N 29°06'24.3" E, A DISTANCE OF 15.69 FEET; THENCE S 89°46'11.0" E, A DISTANCE OF 256.59 FEET; THENCE S 00°04'15.3" E, A DISTANCE OF 299.48 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.87 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS MINOT 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.

CHRISTOPHER VAN GELS
(VP FACILITIES TRINITY HEALTH)

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 13th DAY OF March, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED CHRISTOPHER VAN GELS, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

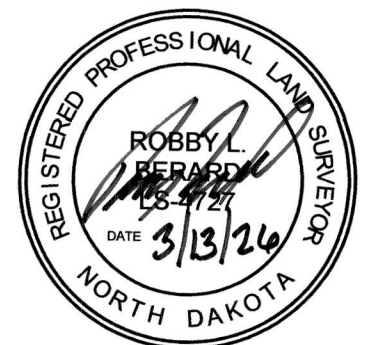
ROBBY L. BERARD
Notary Public
State of North Dakota
My Commission Expires Dec. 28, 2027

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

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

ROBBY L. BERARD, RLS NO. 4727



STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 13th DAY OF March, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

APPROVED:

DATE:

CITY OF MINOT ENGINEER

JOB #23-26



TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: April 6, 2026

**SUBJECT: CASE #2026-23 - LOT 1, RIDGEDALE INDUSTRIAL PARK 6TH
ADDITION - MINOR PLAT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Minor Plat 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

Applicant wants to combine two lots into a single lot as required to develop a single lot development.

B. Proposed Project

Lots 2 & 3 Ridgedale Industrial Park 3rd Addition

C. Recommendation Detail

It is recommended that City Council approve the Minor Plat as shown in Attachment A.

IV. IMPACT

A. Service/Delivery Impact:

Combine two lots into a single lot.

B. Fiscal Impact

N/A

Project Costs

N/A

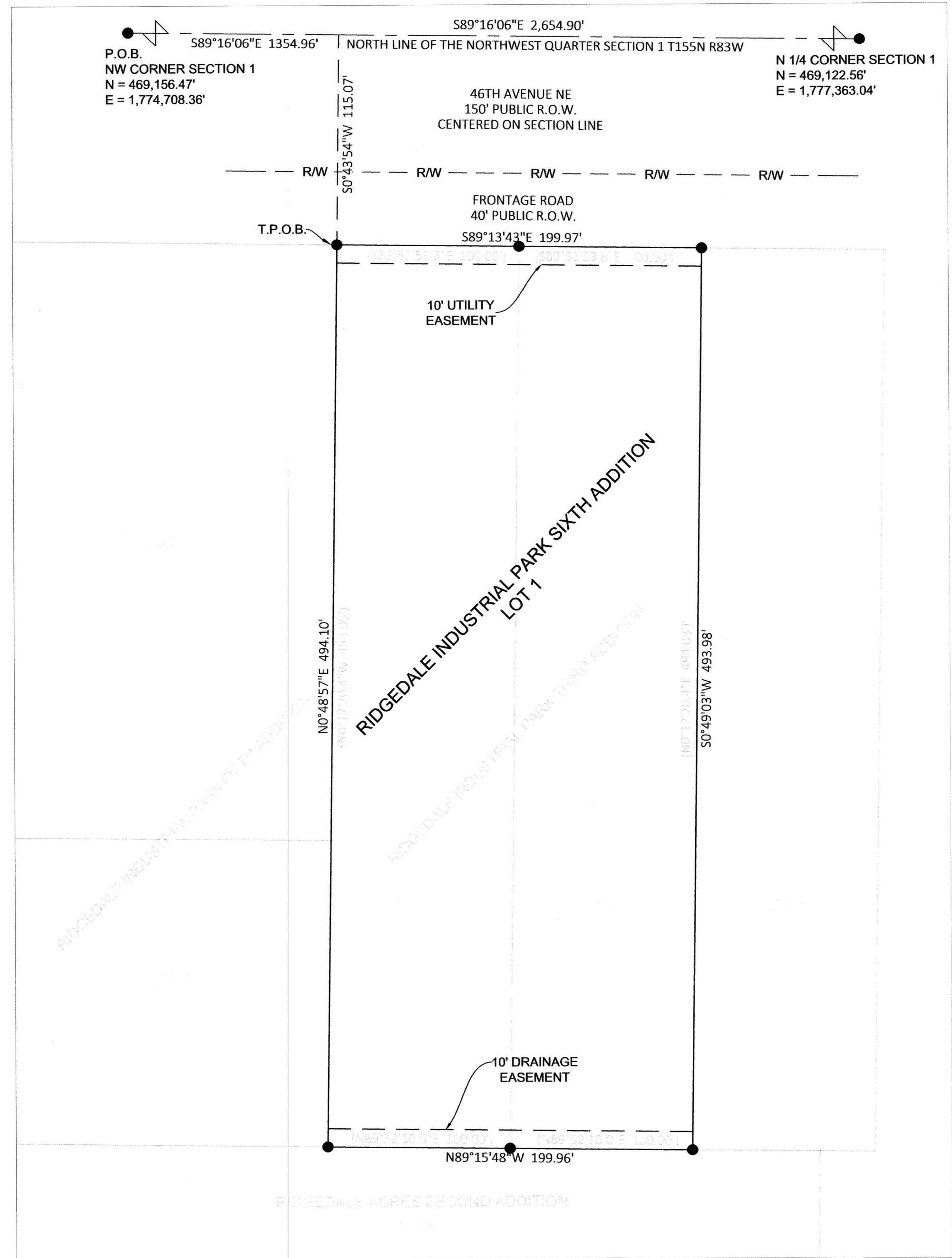
Project Funding

N/A

VI. ALTERNATIVES

City Council may deny or approve with conditions.

RIDGEDALE INDUSTRIAL PARK SIXTH ADDITION
BEING A REPLAT OF RIDGEDALE INDUSTRIAL PARK THIRD ADDITION, LOTS 2 AND 3.
LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1,
TOWNSHIP 155 NORTH, RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA.



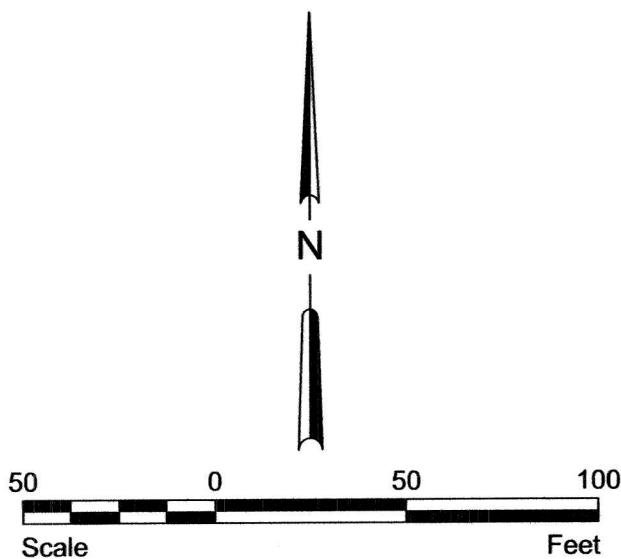
LEGEND

IRON MONUMENT FOUND	●
#5 24" REBAR ALUMINUM CAP SET	○
MEASURED BEARING	S00°39'24"W
MEASURED DISTANCE	315.16'
RECORD BEARING	(S00°39'24"W)
RECORD DISTANCE	(315.16')

COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE) COORDINATES.

BEARINGS SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE) BEARINGS.

DISTANCES SHOWN ARE GRID DISTANCES IN TERMS OF U.S. SURVEY FEET. USE COMBINATION FACTOR OF 1.0001470216 TO CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.



VICINITY MAP NTS



					Drawn by JPH	Date 3/5/2026	D & R RENTALS, LLC. RIDGEDALE INDUSTRIAL PARK SIXTH ADDITION	PROJECT NO. 14239-0001	SHEET 1
No.	Revision	Date	By		Checked by RR	Scale AS SHOWN			

H:\JBN\142001\14239\14239_0001 Ridgedale Storage Condos Survey\CAD\PLAT\14239-0001 Ridgedale Industrial Park 6th Addn.dwg - 18x24 Landscape Bottom Sheet 1-3/11/2026 9:12 AM -(jhennessy)

RIDGEDALE INDUSTRIAL PARK SIXTH ADDITION
BEING A REPLAT OF RIDGEDALE INDUSTRIAL PARK THIRD ADDITION, LOTS 2 AND 3.
LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1,
TOWNSHIP 155 NORTH, RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA.

Owner's Certificate:

Know All Persons By These Presents: That D & R Rentals, LLC, is the owner and proprietor of Lots 2 and 3, Ridgedale Industrial Park Third Addition to the City of Minot, Ward County, North Dakota, more particularly described as follows:

Beginning (P.O.B.) Beginning at the Northwest corner of Section 1, Township 155 North, Range 83 West of the Fifth Principal Meridian; Thence S89°16'06"E, along the North line of said Section 1, a distance of 1,354.96 feet; Thence departing said North line, S00°43'54"W a distance of 115.07 feet to the True Point of Beginning (T.P.O.B.); Thence S89°13'43"E, along the Southerly Right-of-Way line of Frontage Road, also being the north line of Ridgedale Industrial Park Third Addition, a distance of 199.97 feet; Thence departing said north line S00°49'03"W along the East line of Lot 3 Ridgedale Industrial Park Third Addition, also being the West line of Lot 4 Ridgedale Industrial Park Third Addition, a distance of 493.98 feet; Thence N89°15'48"W, along the South line of Ridgedale Industrial Park Third Addition, also being the North line of Lot 3 Ridgedale Acres Second Addition, a distance of 199.96 feet; Thence N00°48'57"E, along the West line of Lot 2 Ridgedale Industrial Park Third Addition, also being the East lines of Lots 1 and 2 Ridgedale Industrial Park Fifth Addition, a distance of 494.10 feet to the True Point of Beginning.

All located in the Northeast Quarter of the Northwest Quarter of Section 1, Township 155 North Range 83 West of the Fifth Principal Meridian, City of Minot, County of Ward, State of North Dakota.

Bearings are based on the North line of the Northwest Quarter of section Section 1 being S89°16'06"E, a distance of 2654.90 feet, between the Northwest corner and the North quarter corner of Section 1.

Said tract of land contains 98,790.435 ft.² or 2.268 ac. more or less.

And that said party has caused the same to be surveyed and replatted as Ridgedale Industrial Park Sixth Addition to the City of Minot, Ward County, North Dakota.

In witness whereof I have set my hand and seal.

Owner:
D & R Rentals, LLC

Levy Buechler, Owner
for and on behalf of
D & R Rentals, LLC

State of
) s.s.
County of

On this day of, 20, before me, a notary public within and for said county and state, personally appeared Levy Buechler, Owner of D & R Rentals, LLC, to me known to be the person described herein and who executed the foregoing instrument and acknowledged to me that he executed same on behalf of D & R Rentals, LLC.

Notary public:

Owner:
D & R Rentals, LLC

Levi Buechler, Owner
for and on behalf of
D & R Rentals, LLC

State of
) s.s.
County of

On this day of, 20, before me, a notary public within and for said county and state, personally appeared Levi Buechler, Owner for D & R Rentals, LLC, to me known to be the person described herein and who executed the foregoing instrument and acknowledged to me that he executed same on behalf of D & R Rentals, LLC.

Notary public:

Surveyor's Certificate:

I, James P. Hennessy, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this day of, 20 that the plat hereon is a true and correct representation of the survey thereof, that all distances are correctly shown on said plat in feet and decimals of a foot, and that the monuments for the guidance of future surveys have been placed in the ground as shown.

James P. Hennessy, Professional Land Surveyor
North Dakota PLS No. 8961

State of
) s.s.
County of



On this day of, 20, before me, a notary public within and for said county and state, personally appeared James P. Hennessy, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

Notary public:

City Engineer's Approval:

I hereby certify that the plat hereon depicted has been approved by the Minot Planning Commission and the Minot City Council.

Lance Meyer, City Engineer

Date

PRELIMINARY
NOT FOR CONSTRUCTION

				Drawn by JPH	Date 3/5/2026	D & R RENTALS, LLC. RIDGEDALE INDUSTRIAL PARK SIXTH ADDITION	PROJECT NO. 14239-0001	SHEET 2
No.	Revision	Date		Checked by RR	Scale AS SHOWN			

H:\JBN\14200\14239\14239_0001 Ridgedale Storage Condos\Survey\CAD\PLAT\14239-0001 Ridgedale Industrial Park 6th Addn.dwg-18x24 Landscape Bottom Sheet 2-3/11/2026 9:12 AM-(jhennessy)



TO: Mayor and Members of the City Council

FROM: Adam Klein, Public Safety Business Analyst

DATE: April 6, 2026

SUBJECT: ACCEPTANCE OF BLUE CROSS BLUE SHIELD (BCBS) GRANT FUNDS TOWARD FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment to accept the donation on first reading.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

BCBS awarded a grant to the Minot Fire Department (MFD) to purchase helmet liners and shrouds. This gives MFD the opportunity to wash them after a fire and replace them with clean liners. This is a needed improvement to our PPE to limit carcinogen exposure.

B. Proposed Project

The goal of this project is to limit exposure to firefighters by being able to clean soiled PPE.

C. Recommendation Detail

Staff recommends Council approve the budget amendment for the donation to purchase helmet liners and shrouds.

IV. IMPACT

A. Service/Delivery Impact:

This project will improve the health risks of the firefighters, resulting in better customer service to the city.

B. Fiscal Impact

Project Costs

\$5000 10031000-46101 Department materials

Project Funding

\$5000 10000000-36400 Donations

VI. ALTERNATIVES

1. Return the funds and look for the funding within the budget.
2. Return the funds and not purchase the PPE.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT MATERIALS & SUPPLIES EXPENDITURES AND
CONTRIBUTIONS & DONATIONS REVENUE FOR A DONATION RECEIVED.**

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

- §1: Amend the 2026 annual budget to increase the Fire Department Materials & Supplies expenditures and contributions & donations revenue for a donation received:

10031000-46101		\$5,000
10000000-36400		5,000

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: April 6, 2026

**SUBJECT: DACOTAH HOMES & 2ND AVE SW WATERMAIN REPLACEMENT
AWARD OF BID (4933)**

I. RECOMMENDED ACTION

It is recommended City Council award the bid for the Dacotah Homes & 2nd Ave SW Watermain Replacement Project to JR Civil for the lowest bid of \$2,599,283.00 contingent on the receipt of a DWSRF loan and DWR grant and authorize the Mayor to sign contract documents on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Public Works has included in the 5-year CIP program a project to replace several blocks of aging CIP pipe. This project is one of many projects that will be programmed to replace more than 70 miles of old CIP pipe in the city. This area has experienced not only discolored water, but numerous water main breaks and lower than normal fire flows in the area. Public Works has received a 60% cost share for the design of this year's projects. Once the project has been awarded, we will apply for the construction engineering and construction cost share from DWR as well. A loan from SRF will be used to fund the remaining 40%.

On Tuesday, February 24, 2026, bids were opened for the Dacotah Homes & 2nd Ave SW Watermain Replacement Project. Below is a copy of the bid tabulation:

Dacotah Homes & 2nd Ave SW Watermain Replacement Project Bid Tabulation
City Project #4933

Engineer's Estimate: \$3,375,580.00

JR Civil LLC	\$2,599,283.00
Dig It Up Backhoe, Inc.	\$2,630,237.50
Wagner Construction	\$2,653,275.00

Post Construction, Inc.	\$2,696,734.00
Kemper Construction Co.	\$2,771,269.56

The lowest responsible bid was received from JR Civil LLC in the amount of \$2,599,283.00.

B. Proposed Project

This project will replace approximately 4,800 feet of watermain in the Dacotah Homes and 2nd Ave SW area.

C. Recommendation Detail

N/A

IV. IMPACT

A. Service/Delivery Impact:

This project will provide the needed replacement of an existing cast iron watermain pipe that has aged beyond its useful life. Traffic control and detour routes will be in place to manage traffic during construction.

B. Fiscal Impact

Project Costs

A DWR cost-share of 60% and a DWSRF loan for the remaining 40% were received for \$200,000 for the design engineering.

Engineer's Estimate	\$3,375,580.00
Contractor's Bid	\$2,599,283.00

Project Funding

The Utilities Department will apply for a 60% cost-share grant through DWR. If unsuccessful in getting grant funding, construction costs will be funded using a Drinking Water State Revolving Fund (DWSRF) loan.

VI. ALTERNATIVES

The City Council could choose not to award the project, which would further delay the replacement of aging infrastructure.



TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: April 6, 2026

SUBJECT: 3RD STREET BRIDGE IN-DEPTH INSPECTION CONTRACT (4873)

I. RECOMMENDED ACTION

It is recommended City Council accept the proposal; authorize staff to negotiate a contract consistent with standard City Services contracts; and authorize the Mayor to sign the contract.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Emily Huettl, Asst. City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

The NDDOT hires consultants to inspect local government agency bridges every two years. Minot's bridge inspections occur in odd-numbered years. The exception to this inspection routine is the 3rd Street Bridge, which is now inspected every year in May.

The NDDOT has hired Collins Engineers Inc. to inspect the bridges in Minot and the NW section of the state.

B. Proposed Project

In March, KLJ presented their analysis of the last NDDOT inspection on 3rd Street Bridge and offered recommendations for future repairs. In the recommendation for immediate repairs was inspecting over 900 cross frames, diaphragm lateral bracing, and their connections. This is very intensive inspection work and much more detailed than the typical inspections performed every year. These types of inspections need to be done with specialized equipment that is parked on the bridge and has an inspection budget that extends under the deck.

Due to the fact that Collins will be inspecting the bridge with this truck already, it makes sense that an in-depth inspection be performed by them as they inspect the other bridge elements.

The goal of the inspection is to identify the needed repairs and provide that information to KLJ to incorporate into future improvement plans.

C. Recommendation Detail

Staff recommends having Collins Engineers perform this contract since they will be onsite doing other bridge inspection work.

IV. IMPACT

A. Service/Delivery Impact:

By having the in-depth inspection done, staff and the consulting team can design an accurate and detailed repair project.

B. Fiscal Impact

Staff has reviewed the scope of work and proposed fee and feel the proposal is fair for the amount of work involved with the detailed inspection. Because all the street improvement projects have come in under budget, funds are available to pay for this contract with previously budgeted funds.

Project Costs

\$24,700

Project Funding

Street Improvement Account

VI. ALTERNATIVES

Alt 1: Council could choose not to approve the contract. In this case, staff and our consultant would not know which structural members need repairs. An allowance would have to be used in future construction contracts which will make pricing more expensive.

March 18, 2026

Mr. Lance Meyer, PE - City Engineer
City of Minot
1023 31st Street SE
Minot, ND 58701

Re: City of Minot Bridge MNOT10 In-Depth Inspection

Dear Mr. Meyer,

Thank you for the opportunity to submit this proposal for the in-depth inspection of bridge MNOT10 that carries 3rd Street over 4th Ave, BN railroad, and the Souris River. Following work performed by others in 2025, it was concluded that bridge MNOT10 receive an in-depth inspection of the cross frames, diaphragm lateral bracing, and associated connections between the steel girders along the length of the bridge. The previous routine inspection was completed in May 2025 and the next routine inspection will occur in May 2026. It is anticipated the in-depth inspection will be performed in conjunction with the next routine inspection.

The routine and in-depth inspections require use of an under bridge inspection vehicle (UBIV). The UBIV requires closure of at least one lane of traffic. From past use of the UBIV, it is understood that closing both lanes on the bridge provides the safest arrangement for the traveling public and those performing the inspections. To complete both the routine and in-depth inspection a total of two days of UBIV use and bridge closure are needed. In the Local Public Agency (LPA) contract with the North Dakota Department of Transportation (NDDOT), one day of UBIV and traffic control for the routine inspection is provided. For the in-depth inspection, the second day of UBIV and traffic control will be provided as part of this project.

Collins Engineers, Inc. (Collins) proposes the following Scope of Services, Schedule, and Fee to complete the in-depth inspection of bridge MNOT10.

Scope of Services

Collins proposes providing the following services for bridge MNOT10:

- Communicate with the City of Minot details of inspection dates, findings, and pertinent information associated with this project.
- Obtain and coordinate UBIV services.
- Obtain and coordinate traffic control services.
- Complete an in-depth inspection of cross frames, diaphragm lateral bracing, and associated connections between the steel girders along the length of the bridge.
- Obtain digital photos of defects apparent at the time of the inspection.
- Record measurements to describe the condition of defects observed.
- Prepare an in-depth inspection report within inspectX
- Provide recommendations for maintenance or repair as applicable.
- Submit and electronic copy of the report to the City of Minot.



Mr. Lance Meyer, PE - City Engineer
Re: City of Minot Bridge MNOT10 In-Depth Inspection
Page 2 of 2

Collins will meet with the City of Minot to discuss the findings of the inspection at a mutually agreed upon time.

The Scope of Services will follow the NDDOT Bridge Inspection Manual and Traffic Control Requirements for NDDOT Operations on Highways and Street.

Schedule

The in-depth inspection will occur in May 2026 or when the UBIV is available and traffic control can provide a temporary closure of the bridge.

Temporary closure of the bridge is anticipated from 8 AM until 4 PM for two days.

The post inspection meeting will be scheduled when both Collins and the City of Minot are available.

Fee

Collins will perform the above Scope of Services for a lump sum amount of \$12,000 separate from the fee for UBIV and traffic control.

The fee for the UBIV is estimated to be \$10,700. The UBIV fee will be billed as an actual cost direct expense.

The fee for traffic control is estimated to be \$2,000. The traffic control fee will be billed as an actual cost direct expense.

Thank you again for the opportunity to submit this proposal. If the City of Minot approves this proposal, a formal agreement will be prepared for signature by both parties.

Should the City of Minot have questions about this proposal, please contact Brian Schroeder at (715) 225-5747 or bschroeder@collinsengr.com. Mr. Schroeder will serve as the Project Manager.

Respectfully,


James Hamelka, PE – Senior Vice President
Collins Engineers, Inc.



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 6, 2026

**SUBJECT: 2026 NORTH DAKOTA AERONAUTICS COMMISSION GRANT AND
FAA GRANT REQUESTS**

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Direct staff to submit grant requests to NDAC and the FAA;**
- 2. Authorize staff to modify the grant application and funding, if directed by NDAC or FAA; and**
- 3. If grant(s) are awarded, authorize the Mayor, the Airport Director, and the City Attorney to sign the required documents and agreement(s).**

II. DEPARTMENT CONTACT PERSONS

Jessica Long, Business & Development Man., 701-857-4725

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The North Dakota Aeronautics Commission (NDAC) and Federal Aviation Administration (FAA) accept grant requests for projects annually. The grant requests for 2026 are due to the NDAC by Wednesday, April 8, 2026 and to the FAA by Friday, May 1, 2026, for entitlement-funded projects. Typically, the state will consider grant requests between 2.5 to 50 percent of the project costs. Some projects such as routine pavement maintenance projects are eligible at 90 percent of the project costs. The NDAC prioritizes the requests from across the state and will provide notice of the grant award by June 2, 2026.

B. Proposed Project

The projects which are proposed to be submitted for state grant funding are on the attachment.

C. Recommendation Detail

NDAC requires the funding requests be in by Wednesday, April 8, 2026.

The federal fiscal year (October 1, 2025 - September 30, 2026) is the final year AIG funding can be obligated and also the final year that the federal match is at 95%. Beginning October 1, 2026, the federal match drops to 90% on eligible projects.

IV. IMPACT

A. Service/Delivery Impact:

The state and federal grant programs allow airports to be reimbursed for critical improvements to the airport. Additionally, the state grant program matches the local share for FAA eligible projects. Both enable the airport to make critical safety and operational improvements.

The projects recommended this year are needed to continue safe operations at the Minot International Airport.

B. Fiscal Impact

Project Costs

The anticipated costs of each project are highlighted on the table of the attached documents. Some projects that have already occurred in previous fiscal years and the airport is seeking reimbursement.

Project Funding

Grant Funding requests are anticipated :

Federal	FAA	\$18,638,163
State	NDAC	\$ 2,503,130

VI. ALTERNATIVES

1. The City Council could recommend that individual projects be postponed or denied, resulting in a delay in projects or uncaptured opportunity to receive state funding for needed repairs.
2. The City Council could recommend that the funding percentage or total dollar amount be altered.

Project	Total Cost Estimate	Anticipated Local Share ³	Federal (%)	State (%)	Local (%)	Budgeted Year(s)	Budgeted Amount
Rehab Runway 8-26 (2,700 x 100) Phase 4 Construct mill and overlay, marking, signage including lighting AIP 081 ²	\$ 18,600,000.00	\$ 465,000.00	95%	2.5%	2.5%	2026	\$13,350,000
Twy B Shift including MITL, signs, marking and Construct Apron Island-Phase 3 Construction AIP 080 ²							
Runway 8-26 - Pipeline ⁴	\$ 550,000.00	\$ 55,000.00	0%	90.0%	10.0%		
Crack Seal (Airside)	\$ 40,000.00	\$ 4,000.00	0%	90.0%	10.0%	2026	\$80,000
Painting (Airside)	\$ 62,937.04	\$ 31,468.52	0%	50.0%	50.0%	2025-2026	\$60,000
Wildlife Hazard Habitat Modification AIP Sup 069/AIG 079 Change Order ^{1,2}	\$ 48,899.00	\$ 1,222.48	95%	2.5%	2.5%	2024 ⁴ -2026	\$11,539,000
Wildlife Hazard Habitat Modification AIP Ent 070 Change Order ^{1,2}	\$ 54,000.00	\$ 1,890.00	90%	6.5%	3.5%	2024 ⁴ -2026	
Wildlife Hazard Habitat Modification AIG 071 Change Order ^{1,2}	\$ 62,871.00	\$ 2,200.49	90%	6.5%	3.5%	2024 ⁴ -2026	
Wildlife Hazard Habitat Modification AIG 074 Change Order ^{1,2}	\$ 9,500.00	\$ 237.50	95%	2.5%	2.5%	2024 ⁴ -2026	
Wildlife Hazard Removal – Phase 4 (Ditch Rwy 31 Stabilization) AIG 079 ²	\$ 625,000.00	\$ 15,625.00	95%	2.5%	2.5%	2024 ⁴ -2026	
GA Apron Repair (Panel, Manholes, Tiedowns) ⁴	\$ 139,200.00	\$ 69,600.00	0%	50.0%	50.0%	2026	
SRE - Broom Truck (PFC) ³	\$ 1,000,000.00	\$ 800,000.00	0%	20.0%	80.0%	2026	\$800,000
Crack Seal (Landside)	\$ 35,000.00	\$ 17,500.00	0%	50.0%	50.0%	2026	\$35,000
Painting (Landside)	\$ 10,000.00	\$ 5,000.00	0%	50.0%	50.0%	2026	\$10,000
Terminal Security Doors - Replacement	\$ 180,000.00	\$ 90,000.00	0%	50.0%	50.0%	2026	\$180,000
Tractor with mower attachment	\$ 153,300.00	\$ 76,650.00	0%	50.0%	50.0%	2027	\$228,300
Access Rd Paving and Gate Installation	\$ 650,000.00	\$ 65,000.00	0%	90.0%	10.0%	2026	\$600,000
Purchase Operations Vehicle - Truck & Blade (2024) ¹	\$ 43,652.00	\$ 21,826.00	0%	50.0%	50.0%	2023	\$75,000
GA Terminal HVAC Repair - Tier One	\$ 265,000.00	\$ 26,500.00	0%	90.0%	10.0%	2025	\$200,000
Replace Fuel Farm Pumps (2024) ¹	\$ 76,010.00	\$ 38,005.00	0%	50.0%	50.0%	2024	\$200,000
Fuel Farm Improvements (2025) ¹	\$ 31,548.00	\$ 15,774.00	0%	50.0%	50.0%	2025	\$75,000
Terminal Floor Scrubber	\$ 75,000.00	\$ 37,500.00	0%	50.0%	50.0%	2026	\$75,000
Reconstruct Hangar 6 Bay Ph 1 Design AIG 079 ²	\$ 225,000.00	\$ 5,625.00	95%	2.5%	2.5%	2026	\$1,800,000
Hangar Demolition/Relocation - Environmental Review ⁴	\$ 100,000.00	\$ 50,000.00	0%	50.0%	50.0%	2026	
Total ⁵	\$23,036,917	\$1,895,624					\$29,307,300

¹ Project already completed, seeking state reimbursement

² Project is a federal FAA project, state will match local share of up to 5 percent.

³ Some projects on this list the City Council has given prior permission to seek grants and outside funding.

⁴ Unanticipated expenditure, not originally budgeted, and budget amendments were approved by City Council or will be requested once project is bid.

⁵ NDAC may recommend the % request of the state be modified after the application has been submitted.



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Public Works Utilities Director

DATE: April 6, 2026

SUBJECT: SANITATION TRUCK - AWARD OF BID

I. RECOMMENDED ACTION

It is recommended City Council approve the award of the sanitation truck to Northland Truck Sales in the amount of \$331,717.00; and approve the budget amendment to allocate funding for the purchase on first reading.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The Sanitation Department still has a couple of trucks in its fleet that were part of the original purchase back in 2017 when automated trash collection began. As these last few trucks age out, funding for replacements is budgeted and new trucks are purchased. Staff has also been looking at the collection system and identifying potential efficiencies. One such efficiency is to replace dual-arm trucks with single-arm trucks. Dual-arm trucks are much more complex in their design and require significant maintenance. Dual-arm trucks are needed to accomplish collection for over 3000 customers that have trash collection in alleys. Single-arm trucks can be used on routes that do not have any alley collections.

B. Proposed Project

On Tuesday, March 18, 2026, bids were opened for a single-arm sanitation truck. One bid was received from Northland Truck Sales in West Fargo, ND for a New Way Sidewinder on a Freighliner M2+ chassis. The total cost for the truck was \$331,717.00.

C. Recommendation Detail

The bid from Northland Truck Sales was the only bid received, met the intent of the specifications, and the price was inline with the funds that were budgeted.

IV. IMPACT

A. Service/Delivery Impact:

Replacing older trucks typically results in less downtime due to repairs and maintenance. Replacing a dual-arm truck with a single-arm requires less customization when the truck is built resulting in less long term issues as the truck is in use.

B. Fiscal Impact

Project Costs

New single-arm automated collection truck \$331,717.00

Project Funding

Capital Equipment wasn't added to the budget in 2026 due to the potential implementation of the VERF. During budget adoption, it was decided capital equipment would be procured and would be brought to council for award with a budget amendment to allocate the funding. This truck is listed as a 1st quarter enterprise equipment purchase in the budget on page 179. The purchase will be funded with Sanitation fund cash reserves.

VI. ALTERNATIVES

City Council could elect not to approve the purchase. In that case, an older truck will still be in the fleet needing more frequent maintenance and repairs resulting in excessive downtime.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE GARBAGE COLLECTION CAPITAL EQUIPMENT EXPENSES FOR THE PURCHASE OF A SINGLE-ARM SANITATION TRUCK AND APPROVE THE USE OF SANITATION CASH RESERVES.

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

§1: Amend the 2026 annual budget to increase the garbage collection capital equipment expenses for the purchase of a sanitation truck, using sanitation cash reserves:

13056000-57500		\$331,717
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§2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Operations Director
Jason Sorenson, Public Works Utilities Director

DATE: April 6, 2026

SUBJECT: BID REJECTION RECOMMENDATION FOR (2) FRONT END LOADERS

I. RECOMMENDED ACTION

It is recommended City Council reject all bids and authorize staff to repost bid opportunity.

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Operations Director, 701-857-4112
Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Following a thorough technical evaluation of the bids for the replacement of the front-end loaders, staff recommends rejecting all current submissions due to significant non-compliance with the City's procurement policy and required specifications. While the procurement policy allows for some deviation from stated requirements, bids must provide clear and comprehensive documentation of any variances to be considered for further evaluation. In this case, the absence of required documentation and failure to address key specifications warrants rejection of all current bids.

The evaluation identified multiple deficiencies among bidders, such as insufficient provision of loaner equipment, incomplete service parts listings, inadequate lighting, and lack of clear identification of arctic oil for hydraulic systems. While minor deviations may be permissible when service delivery is not affected, in this instance, the absence of these critical items undermines the City's operational reliability.

B. Proposed Project

Staff recommends all bids be rejected, and the opportunity reposted, with stronger emphasis on the need for comprehensive bid documentation and strict adherence to specifications, ensuring only qualified bids are considered in future evaluations.

C. Recommendation Detail

The decision to replace Unit 722 and Unit 525 was based on significant maintenance concerns and still remains a priority for the Fleet. The recommendation to reject bids was in the best interest of both the Water/Sewer and Street departments to ensure services are not disrupted due to equipment not meeting requirements for City staff and their operations.

IV. IMPACT

A. Service/Delivery Impact:

Replacing the aging loaders will enhance reliability and minimize equipment downtime, allowing the Street and Water/Sewer Departments to maintain uninterrupted service. This investment ensures staff have access to dependable machinery, supporting efficient operations and consistent community service delivery. Rejection of bids will allow staff the ability to ensure the best, most cost-effective source is selected to maintain efficient operations without disruptions.

B. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

City Council could elect not to approve staff's recommendations and direct staff to select from current bidders. This would create an operational issue when equipment fails due to specifications not being met by bidders. Service would be impacted dependent on severity of failure.

January 14, 2026

This document provides an outline/reiteration of the fleet management plan, the process for the 1 to N list development, and the procurement recommendations for the first quarter of 2026.

Fleet Management 1 to N List Creation

The fleet management plan outlines a detailed process for the creation of the fleet replacement 1 to N list, which begins one year in advance of the budget cycle. The Fleet Division, specifically the Fleet Superintendent, conducts an inventory inspection with the support of all City departments. This is followed by a fleet management working group involving designated City department personnel who establish performance metrics used to generate a weighted score calculation for high-priority vehicles requiring replacement. During this meeting, professional judgment is applied to prioritize the replacement of all vehicles, creating the initial 1 to N list.

Subsequently, the Fleet Evaluation Board, consisting of Department Heads and City Leadership, reviews the list and applies their professional judgment to finalize the list before presenting it to City Council for approval. During the budget cycle, City Council approves the final recommended list, which then guides staff in the procurement of replacement vehicles in the following year.

Execution Process by Quarter

Before any quarterly procurement, the Fleet Superintendent reviews the approved 1 to N list on a quarterly basis during the budget execution year. Adjustments or corrections to the approved list are made as needed. Any updates to the list will be presented to City Council to ensure proper approvals are received prior to any further procurement action. A quarterly memo will be generated indicating the Fleet Superintendent's recommendations for that quarter's procurements. The memo will be attached to all Fleet 1 to N list vehicle replacement memos submitted to City Council.

Recommendation for First Quarter 2026

For the first quarter of 2026, the following items are recommended for replacement. This list has not been altered or adjusted from the approved 2026 Fleet Replacement 1 to N list, which was approved by the Council on October 6, 2025. The list has also been published in the 2026 Budget book and is attached to this procurement item council memo:

Department	Fund Type	Equip Id	Year	Manufacturer	Model	Procurement
STREET	GENERAL	722	1997	CATERPILLAR	938F	1st Quarter
STREET	GENERAL	732	2009	JOHNSON	3000	1st Quarter
POLICE DEPT	GENERAL	P19	2018	FORD	TAURUS	1st Quarter
CEMETERY	ENTERPRISE	739	1993	JOHN DEERE	410D	1st Quarter
SANITATION	ENTERPRISE	603	2017	FREIGHTLINER	M2	1st Quarter
WATER/SEWER	ENTERPRISE	534	2012	CASE	821F	1st Quarter

At this time, it is staff's recommendation to move forward with procuring the vehicles listed for the first quarter of 2026 to ensure seamless operations and maintain the efficiency of our fleet.

A handwritten signature in black ink, appearing to read 'B. Hermanson', written over a horizontal line.

BROOK HERMANSON
Fleet Shop Maintenance Foreman

A handwritten signature in black ink, appearing to read 'B. Banfill', written over a horizontal line.

BRYAN BANFILL
Public Works Operations Director



TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: April 6, 2026

**SUBJECT: REJECT BIDS FOR LITTLE ROOSEVELT LOW HEAD DAM
REMEDICATION AND AUTHORIZE STAFF TO REBID THE PROJECT
(4618.1)**

I. RECOMMENDED ACTION

It is recommended City Council reject all bids for the low head dam remediation project and authorize the project to be rebid after exploration of alternative construction methods.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In the late 1970s and 80, the US Army Corps of Engineers completed a major flood control project in Minot by channelizing the Souris River and eliminating the winding nature. As a result, "dead loops" were created with control structures on each end and low head dams between the structures, so water could still flow through the dead loops when gates are opened. The Little Roosevelt low head dam is one of these structures. Due to the 4'-6' drop-off over the dam, under currents (called a roller effect) create human safety risks. In 2020, the ND State Water Commission assessed low head dams across the state and a few of the structures in Minot made the priority list. The Minot Little Roosevelt low head dam has the medium-high hazard prioritization in the state. This project was initially listed for the 2022 CIP. Council approved the grant agreement for engineering in January 2023. City staff have begun applying for a grant for 75% of the construction costs of this project through the Department of Water Resources.

The project was rebid and on Thursday, March 12, 2026, bids were opened for the Little Roosevelt Low Head Dam Remediation Project. Below is a copy of the bid tabulation:

Little Roosevelt Low Head Dam Remediation Project Bid Tabulation

City Project #4618.1

Engineer's Estimate \$866,500.00

Veit & Company, Inc.	\$2,118,580.00
Bluestone Construction, Inc.	\$2,561,848.00
Wagner Construction	\$3,034,010.00
Park Construction Company	\$3,054,800.50

The low bid on the project was more than twice the engineer's estimate. The main concern brought up by contractors is the water control component of the project. The intent is to explore other construction methods and rebid the project to obtain better bids.

B. Proposed Project

Installation of riprap riffles to remove the undertow or roller effect danger on the Little Roosevelt dam on the Mouse River.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

Design engineering has been awarded at a cost of \$194,290.

The construction of the project is estimated to be \$900,000. 75% or \$675,000 is state funded and \$225,000 is funded from cash reserves.

Project Funding

In December 2022, the State Water Commission awarded up to \$168,750 for the design engineering portion of the project. The City funded the remaining 25% by sales tax infrastructure. Funding for the construction portion of the project will come from cash reserves and SWC grant funding. The total project cost will be reimbursed by the state at a 75/25 cost share.

VI. ALTERNATIVES

City Council could decide to award the project to Veit & Company, Inc. for \$2,118,580.00 making the local share \$529,645 depleting cash reserves by twice the estimate.

Memorandum

To: Veronica Meyer, City of Minot
From: Matt Peterson, Barr Engineering Co.
Subject: Review of Bids for Little Roosevelt Dam Modifications
Date: December 23, 2025
Project: City Project 4618.1, Barr Project No. 34511030.00
c: Jason Westbrook, Barr Engineering Co.

Bid Opening Results

On December 18, 2025, bids for the Little Roosevelt Dam Modifications Project were received online via QuestCDN VirtuBid (vBid); bids were opened and read aloud via a Microsoft Teams meeting at 2:00pm Central time. The following bids were received for the project. A detailed bid tabulation is provided in Attachment A.

Bidder Name	Bid Total
Veit & Company, Inc.	\$3,071,570.00
Wagner Construction	\$3,267,120.00
Park Construction Company	\$4,114,471.00

Barr has reviewed the bids for completeness based on requirements listed in the Project Manual under Section C-410 Bid Form and determined that the bids meet the list of requirements to be considered a Qualified Bidder for the project as summarized below:

- Required Bid Form;
- Required Bid Security; and
- North Dakota Contractor's License or Certificate of Renewal.

The apparent low bidder is Veit & Company, Inc.

Results of all three bids were significantly higher than the Engineer's Estimate of \$866,500.00. Barr's interpretation of why the results were significantly higher than the Engineer's Estimate and a recommendation of how to proceed are included in the following sections.

Background on Completion Dates

The 408 permission and 404 permit were received from the USACE on October 27, 2025. Upon receipt of these final permits needed for the project, bidding documents were finalized and the project was

advertised for bid on November 24, 2025, with bids due December 18, 2025. The contract documents required substantial completion by March 9, 2026 and final completion by May 29, 2026. The intent was to award the project in January 2026 and complete the work in the river prior to spring runoff, when flows are typically low.

While the project was out for bid, the City learned that the earliest the DWR cost-share could be approved for the construction funds is February 12, 2026, and that costs incurred prior to this would be ineligible for reimbursement. Thus, the original substantial completion date of March 9, 2026 was likely unfeasible if DWR cost-share funds were to be used. Upon learning this information, the City and Barr decided to issue an Addendum to extend the substantial completion date to July 17, 2026 and the final completion date to July 31, 2026 to give the contractor more time to complete the work. We also notified the prospective bidders that the City anticipated a late February or early March notice to proceed, given the funding time constraint.

Comments from Prospective Bidders regarding River Flows

During the last several days of the bidding window, Barr received several phone calls from prospective bidders with concerns about the typical river flows during the anticipated construction window of March to July. While flows in the Mouse River can vary widely on a year-to-year basis, monthly mean flows based on historical stream gauge data indicate that the flows are typically highest during the anticipated construction window for this project (see **Figure 1**). The contractors that reached out generally indicated that constructing the project during this time frame would add significant cost to the project, due to the likelihood of higher flows to bypass/manage during construction.

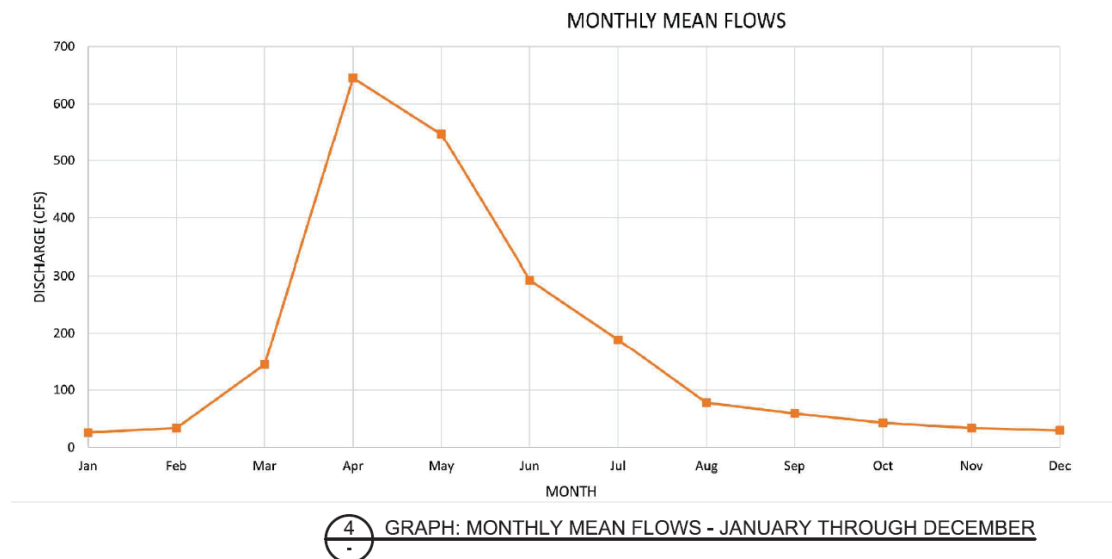


Figure 1 – Monthly Mean Flow Graph from Construction Drawing C-06

Upon receiving this feedback, the possibility of extending the completion date of the project was discussed with the City, but given the timing of receiving the feedback, the City and Barr decided proceed with the bid opening as planned.

Analysis of Bid Results

All three of the bids received were significantly higher than the Engineer's Estimate. Barr reviewed the bid results in detail and came to the following conclusions:

- Water Control was by far the highest line item and the biggest difference from the Engineer's Estimate, with unit bid prices ranging from \$1.6 million to \$3.0 million. The Water Control line item accounted for more than half of the total cost for all three bids.
- Mobilization was second highest line item and second biggest difference from Engineer's Estimate, with unit prices ranging from \$410,000 to \$700,000. Given that Water Control accounted for more than half of the overall bid prices, it is anticipated a significant portion of the mobilization cost could be attributed to what was assumed for Water Control.
- If the Water Control and Mobilization bid items are disregarded, the Engineer's estimate was still lower than all three bids, but to a much lesser extent: \$7,971 (Park), \$148,620 (Wagner), and \$310,470 (Veit).

Given these observations, and the feedback received from Contractors during bidding, it is reasonable to conclude that the bid prices were inflated due to the historically high flows during the time period the project was anticipated to be constructed.

Recommendation

Given the information summarized below, Barr recommends that the City reject all bids and rebid the project with a substantial completion date in December 2026 and final completion date in late spring/early summer 2027. This would allow the work in the river to be completed in fall, when flows in the Mouse River are typically lower, and would likely result in lower bid prices.

If you have any questions or would like to discuss further, please contact Matt Peterson or Jason Westbrook.

Attachment A – Bid Summary

Little Roosevelt Dam Modifications (#9951219)
Owner: City of Minot
Solicitor: Barr Engineering, Bloomington, MN
12/18/2025 02:00 PM CST

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Veit & Company, Inc.		Wagner Construction		Park Construction Company	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid						\$866,500.00		\$3,071,570.00		\$3,267,120.00		\$4,114,471.00
1	1	Mobilization	LS	1	\$90,000.00	\$90,000.00	\$492,000.00	\$492,000.00	\$700,000.00	\$700,000.00	\$410,000.00	\$410,000.00
1.2	2	Temporary Erosion Control	LS	1	\$20,000.00	\$20,000.00	\$47,500.00	\$47,500.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1.3	3	Water Control	LS	1	\$90,000.00	\$90,000.00	\$1,600,600.00	\$1,600,600.00	\$1,750,000.00	\$1,750,000.00	\$3,028,000.00	\$3,028,000.00
1.4	4	Remove Gatewell Fence, Equipment, and Concrete	LS	1	\$25,000.00	\$25,000.00	\$28,500.00	\$28,500.00	\$22,000.00	\$22,000.00	\$19,200.00	\$19,200.00
1.5	5	Fill Gatewell with CLSM	CY	16	\$800.00	\$12,800.00	\$1,050.00	\$16,800.00	\$835.00	\$13,360.00	\$784.00	\$12,544.00
1.6	6	Sediment Removal	CY	1090	\$25.00	\$27,250.00	\$65.00	\$70,850.00	\$55.00	\$59,950.00	\$31.00	\$33,790.00
1.7	7	Structural Fill	CY	890	\$75.00	\$66,750.00	\$150.00	\$133,500.00	\$193.00	\$171,770.00	\$127.00	\$113,030.00
1.8	8	Geotextile Fabric	SY	1550	\$4.00	\$6,200.00	\$6.00	\$9,300.00	\$6.00	\$9,300.00	\$5.65	\$8,757.50
1.9	9	Boulders for Rock Riffles	EA	110	\$500.00	\$55,000.00	\$790.00	\$86,900.00	\$800.00	\$88,000.00	\$788.00	\$86,680.00
2	10	Base Rock for Rock Riffles	TONS	1930	\$110.00	\$212,300.00	\$177.00	\$341,610.00	\$132.00	\$254,760.00	\$122.00	\$235,460.00
2.1	11	Granular Bedding for Rock Riffles	TONS	680	\$95.00	\$64,600.00	\$92.00	\$62,560.00	\$86.00	\$58,480.00	\$83.50	\$56,780.00
2.2	12	Excavation for Bank Stabilization	CY	450	\$25.00	\$11,250.00	\$58.00	\$26,100.00	\$35.00	\$15,750.00	\$7.75	\$3,487.50
2.3	13	Riprap for Bank Stabilization	TONS	530	\$110.00	\$58,300.00	\$164.00	\$86,920.00	\$120.00	\$63,600.00	\$122.00	\$64,660.00
2.4	14	Granular Bedding for Bank Stabilization	TONS	190	\$95.00	\$18,050.00	\$97.00	\$18,430.00	\$85.00	\$16,150.00	\$77.80	\$14,782.00
2.5	15	Site Restoration	LS	1	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$34,000.00	\$34,000.00	\$18,300.00	\$18,300.00
Base Bid Total:						\$866,500.00		\$3,071,570.00		\$3,267,120.00		\$4,114,471.00

Subtotal \$787,500.00
Contingency %: 10%
Contingency \$: \$79,000.00
Total \$866,500.00



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Public Works Utilities Director

DATE: April 6, 2026

SUBJECT: SUPERFUND CONSENT DECREE - AUTHORIZATION TO SIGN

I. RECOMMENDED ACTION

It is recommended City Council approve the consent decree and authorize the Mayor to sign the document on behalf of the city.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

On February 18, 2025, the City Council approved the Superfund Operation and Maintenance (O&M) Plan that was developed, so the EPA could continue to move the Minot Superfund project through approvals for a reuse project. With the completed O&M, the EPA was able to modify the existing consent decree to allow reuse activities to occur on the old Minot Landfill located near Maysa Arena.

B. Proposed Project

The original consent decree dated back to 1997 and included many restrictions regarding the site. With the remedial action in place for the past 30 years and working properly, the site can be opened up to reuse activities. In order for reuse to occur, the consent decree needed to be modified to allow recreational activities on the site. The consent decree modification has been drafted and the DOJ attorney recently signed the document. The document is now with the City for final signature.

C. Recommendation Detail

This action is an important next step to continue moving the Superfund Reuse Project to completion.

IV. IMPACT

A. Service/Delivery Impact:

This property has essentially sat untouched for the past 30 years. After a 5-year site inspection in 2016, the EPA stated the remedial actions had done their job and the property could potentially be redeveloped. After discussions with the Park District, they expressed an interest in developing the site with a frisbee golf course, cross-country running trails and mountain bike trails. Completion of this project will add some facilities that many different user groups have been requesting for many years.

B. Fiscal Impact

Project Costs

Other than some consultants helping to complete the O&M plan, the costs for this project will be the responsibility of the Park District.

Project Funding

Approval of the consent decree doesn't have a fiscal component. The city's obligations to the site remain, but the Park District will take over some maintenance activities.

VI. ALTERNATIVES

N/A

**UNITED STATES DISTRICT COURT
DISTRICT OF NORTH DAKOTA**

UNITED STATES OF AMERICA and
STATE OF NORTH DAKOTA,

Plaintiffs,

Civil Action No. 95-0014

v.

CITY OF MINOT,

Defendant.

SECOND MODIFICATION TO CONSENT DECREE

WHEREAS, the United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), the State of North Dakota (“State”), and the City of Minot (“City”) are Parties to a Consent Decree entered by the Court on February 7, 1996 (Dkt. No. 4), as modified by the Court on December 18, 1997 (Dkt. No. 6);

WHEREAS, the Consent Decree provides for the performance of response actions at the Old Minot Landfill Superfund Site in Minot, North Dakota (“Site”), as set forth in the Record of Decision issued by the EPA on June 21, 1993, as amended by the Explanation of Significant Differences issued by the EPA on April 10, 1996 (“ROD”);

WHEREAS, on March 13, 2018, the City requested the EPA modify the ROD and the Consent Decree to permit the City to re-purpose the Site for the following recreational uses: an 18-hole disc golf course, mountain-biking trails, and cross-country running trails;

WHEREAS, the EPA issued a second Explanation of Significant Differences on September 28, 2022 to modify the ROD to allow for the requested recreational uses at the Site;

WHEREAS, consistent with Section XXXII of the Consent Decree, the Parties now seek to modify the Consent Decree by this Second Modification to allow the City to re-purpose the Site for recreational uses consistent with the second Explanation of Significant Differences (September 28, 2022) while also protecting public health, welfare, and the environment through the maintenance of the City’s previous response action at the Site; and

WHEREAS, the Parties intend that this Second Modification shall replace only those provisions of the Consent Decree expressly referenced below, and all other provisions of the Consent Decree shall remain in force.

NOW, THEREFORE, it is hereby **ORDERED** as follows:

**I. MODIFICATIONS TO SECTION II:
JURISDICTION**

1. Section II, Paragraph 14 shall be amended by deleting the existing provision and replacing it with the following:

14. Jurisdiction. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1345, and sections 106, 107 and 113(b) of CERCLA, and personal jurisdiction over the Parties. Venue lies in this District under section 113(b) of CERCLA and 28 U.S.C. §§ 1391(b), and 1395(a), because the Site is located in this judicial district. This Court retains jurisdiction over the subject matter of this action and over the Parties for the purpose of resolving disputes arising under the Consent Decree and this Second Modification, entering orders modifying the same, or effectuating or enforcing compliance with the same. The City may not challenge the terms of the Consent Decree, Second Modification, or this Court's jurisdiction to enter and enforce the same.

**II. MODIFICATIONS TO SECTION III:
PARTIES BOUND**

2. Section III, Paragraphs 15 and 16 shall be amended by deleting the existing provision and replacing it with the following:

15. The Consent Decree and this Second Modification are binding upon the United States, the State, and upon the City and successors. Unless the United States and the State otherwise consent, (i) any change in ownership or corporate or other legal status of the City, including any transfer of assets, or (ii) any Transfer of the Site or any portion thereof, does not alter any of the City's obligations under the Consent Decree or this Second Modification. The City's responsibilities under the Consent Decree and Second Modification cannot be assigned except under a modification executed in accordance with Section XXXII (Modification), below.

16. In any action to enforce the Consent Decree or this Second Modification, the City may not raise as a defense the failure of any of its officers, directors, employees, agents, contractors, subcontractors, or any person representing the City to take any action necessary to comply with the Consent Decree or this Second Modification. The City shall provide notice of the Consent Decree and this Second Modification to each person representing the City with respect to the Site or the Work. The City shall provide notice of the Consent Decree and this Second Modification to each contractor performing any Work and shall ensure that notice of the same is provided to each subcontractor performing any Work. With regard to the activities undertaken pursuant to the Consent Decree or this Second Modification, each contractor and subcontractor shall be deemed to be in a contractual relationship with the City within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607 (b)(3).

III. MODIFICATIONS TO SECTION IV: DEFINITIONS

3. Section IV, Paragraph 17 shall be amended by modifying the existing provision to include the following new defined terms and to modify the existing defined terms as follows:

17. Definitions. Terms used herein and defined in the Consent Decree shall have the meanings assigned in the Consent Decree. Whenever the terms set forth below are used herein, the following definitions shall apply:

“2022 ESD” means the Explanation of Significant Differences issued by the EPA on September 28, 2022, amending the ROD to modify certain land use restrictions at the Site and attached hereto as Appendix A.

“Consent Decree” means the Consent Decree, including its appendices, entered by the Court in this matter on February 7, 1996, as subsequently modified by the Court on December 18, 1997.

“Effective Date of this Second Modification” means the date upon which the Court’s approval of this Second Modification is recorded on its docket.

“Fund” means the Hazardous Substance Superfund established under section 9507 of the Internal Revenue Code, 26 I.R.C. § 9507.

“Future Response Costs” means all costs (including direct, indirect, payroll, contractor, travel, and laboratory costs) that the United States pays after the Effective Date of this Second Modification in implementing, overseeing, or enforcing the Second Modification, including: (i) in developing, reviewing and approving deliverables; (ii) in overseeing the City’s performance of the Work; (iii) in securing, implementing, monitoring, maintaining, or enforcing Institutional Controls, (iv) in taking response action because of the City’s failure to take emergency action under Paragraph 61 of the Consent Decree; (v) in conducting periodic reviews in accordance with section 121(c) of CERCLA.

“Interest” means interest at the rate specified for interest on investments of the Fund, as provided under section 107(a) of CERCLA, compounded annually on October 1 of each year. The applicable rate of interest will be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. As of the date of lodging of this Decree, rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Second Modification” means the Consent Decree as modified herein.

“State” means the North Dakota Department of Environmental Quality.

“Transfer” means to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“Work” means all activities the City is required to perform under the Consent Decree and Second Modification, except for the payment of Response Costs under Section XVII of the Consent Decree and those required by Section XXVI (Retention of Records) of the Consent Decree.

IV. MODIFICATIONS TO SECTION XXVII: NOTICES AND SUBMISSIONS

4. Section XXVII, Paragraph 109 shall be amended by deleting the existing provision and replacing it with the following:

109. Notices. All approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, waivers, and requests under the Consent Decree and this Second Modification must be in writing unless otherwise specified. Whenever a notice is required to be given or a report or other document is required to be sent by one party to another, it must be sent as specified below. All notices under this paragraph are effective upon receipt, unless otherwise specified. In the case of emailed notices, there is a rebuttable presumption that such notices are received on the same day that they are sent. Any party may change the method, person, or address applicable to it by providing notice of such change to all Parties.

As to DOJ:

via email to:
EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
eescdcopy.enrd@usdoj.gov
Re: DJ # 90-11-3-1107

As to EPA:

via email to:
Rebecca Geyer
EPA Remedial Project Manager
U.S. Environmental Protection Agency
Region 8
1595 Wynkoop Street
Denver, CO 80209
geyer.rebecca@epa.gov
Re: Site/Spill ID # 08-F2

As to the Regional
Financial Management
Officer:

via email to:
Davionn Johnson
U.S. Environmental Protection Agency
Region 8
1595 Wynkoop Street
Denver, CO 80202-1129
johnson.davionn@epa.gov
Re: Site/Spill ID #08-F2

As to EPA Cincinnati
Finance Center:

via email to:
EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268
cinwd_acctsreceivable@epa.gov

As to

via email to:
Solid Waste Program Manager
North Dakota Department of Environmental Quality
4201 Normandy Street
Bismarck, ND 58503-1324
solidwaste@nd.gov

As to the City:

via email to:
Utilities Director
City of Minot
PO Box 5006
Minot, ND 58702
pw@minotnd.gov

V. MODIFICATIONS TO SECTION XXXII MODIFICATION

5. Section XXXII shall be amended by deleting the existing provisions therein and replacing it with the following:

114. Non-material modifications to the Consent Decree and the Second Modification, including their Appendices, must be in writing and are effective when signed (including electronically signed) by duly authorized representatives of the Parties. Material modifications to the Consent Decree and the Second Modification, including their Appendices, must be in writing, signed (including electronically signed) by duly authorized representatives of the Parties, and are effective upon approval by the Court. A modification is considered material if it implements an amendment to the Record of Decision that “fundamentally alter the basic features” of the Remedial Action within the meaning of 40 C.F.R. § 300.435(c)(2)(ii).

VI. MISCELLANEOUS TERMS

6. Modified Statement of Work.

a. The Statement of Work attached to the Consent Decree is modified to reflect the Operation and Maintenance Plan (O&M Plan), approved on May 7, 2025 and attached hereto as Appendix B. This O&M Plan supersedes and replaces the Monitoring, Operations, and Contingency Plan, dated October 1996, that was prepared by Wenck Associates, Inc. The City will finance, implement, operate, maintain, and monitor the effectiveness of the Remedial Action in accordance with the O&M Plan, the modified Statement of Work attached hereto as Appendix C, and all EPA-approved, conditionally approved, or modified deliverables as required by this Second Modification.

b. Section 3.11 of the Statement of Work is also modified to accommodate access and allow recreational uses of the Site consistent with the 2022 ESD, as shown in Appendix C.

7. Deliverables.

a. If the City decides to repurpose the Site for recreational uses consistent with the 2022 ESD, it shall do so in accordance with the Statement of Work, as modified herein, and the deliverables identified below.

b. The City shall submit the following deliverables to the EPA for review, comment, approval, modification, disapproval, or any combination of the foregoing:

Description	Deadline
Initial Draft of Reuse Work Plan	Within 60 days of the Effective Date of this Second Modification
Initial Draft of Health and Safety Plan (HASP)	Within 90 days of the Effective Date of this Second Modification
Initial Draft of Quality Assurance Project Plan (QAPP) with completed QAPP crosswalk.	Within 150 days of the Effective Date of this Second Modification
Initial Draft of Revised City Ordinance No. 3406	Within 180 days of the Effective Date of this Second Modification
Initial Draft of Environmental Covenant	Within 210 days of the Effective Date of this Second Modification

c. The City shall submit the deliverables to the EPA by the deadlines set forth above. The City shall submit all deliverables in electronic form. The City shall submit deliverables in paper form if unable to submit electronically. If any deliverable includes maps,

drawings, or other exhibits that are larger than 8.5 x 11 inches, the City shall also provide EPA paper copies of such exhibits. The City shall not submit deliverables to EPA that are marked as “copyright,” “trademark,” or “confidential”, as the deliverables are part of the administrative record for the Site and as such are available to the public. The City may submit proposed revised schedules for EPA approval. Any revised schedules approved by EPA shall become the new enforceable deadline under this Second Modification, subject to Stipulated Penalties in Paragraph 10 below. Upon its written approval by EPA, each deliverable shall be incorporated into and become enforceable under this Second Modification.

d. The City shall develop the HASP in accordance with EPA’s *Emergency Responder Health and Safety Manual* and Occupational Safety and Health Administration (“OSHA”) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover the onsite redevelopment activities. The EPA does not approve the HASP but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.

e. The City shall meet all quality assurance requirements defined in the EPA IT/IM Directives Environmental Information Quality Policy (CIO 2105, current version) and Environmental Information Quality Procedure, (CIO 2105-P-01, current version) available at <https://www.epa.gov/irmpoli8/environmental-information-quality-policy>. Prior to beginning any Environmental Information Operations (“EIO”), as defined in EPA IT/IM Quality Assurance Project Plan Standard (CIO 2105-S-02 [QA/S-2], current version) (“QAPP Standard”), the City shall develop a Quality Assurance Project Plan (“QAPP”) that meets the minimum requirements in accordance with the QAPP Standard. All technical Standard Operating Procedures, field forms, chains of custody, laboratory accreditation and QA manuals, and other supporting documents must be attached to the QAPP and submitted for EPA review and approval. Any review or use of existing information is considered secondary use of existing information and must be incorporated into a QAPP that is approved by the EPA. A completed EPA Region 8 QAPP crosswalk must be submitted to EPA for review and approval with all QAPPs. The QAPP crosswalk may be found at EPA Region 8’s QA website: <https://www.epa.gov/quality/managing-quality-environmental-data-epa-region-8>.

f. QAPPs are valid for up to 5 years as long as there are no significant changes. The City must complete and document annual reviews of QAPPs on the Region 8 QAPP Crosswalk and note whether changes are significant or not. Significant changes and QA documents greater than 5 years old from the date of EPA QA approval require the City to re-submit the QA documents and completed Crosswalks for EPA’s review and re-approval.

g. The City shall ensure that the EPA’s and State’s personnel and their authorized representatives are allowed access at reasonable times to properties for field sampling and oversight. The City shall ensure that laboratories it selects analyze all samples in accordance with the approved QAPP. The City shall ensure that the laboratories it selects for the analysis of samples taken under this Second Modification meet the competency requirements set forth in the Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions, Directive No. FEM-2011-01 available at <https://www.epa.gov/measurements/documents-about-measurement-competency-under-acquisition-agreements> and that the laboratories perform all

analyses according to EPA-accepted methods. Accepted EPA methods are documented on the EPA's "Superfund Contract Laboratory Program" website at <https://www.epa.gov/clp>, the "Hazardous Waste Test Methods / SW 846" website (Test Methods for Evaluating Solid Waste, Physical/Chemical Methods) at <https://www.epa.gov/hw-sw846>, the "Standard Methods for the Examination of Water and Wastewater" website at <https://www.standardmethods.org/>, and the "Air Toxics - Monitoring Methods" (40 C.F.R. part 136) website at <https://www3.epa.gov/ttnamti1/airtox.html>.

h. Upon request, the City shall provide split or duplicate samples to EPA or its authorized representatives. All split or duplicate sampling must be described in an EPA-approved QAPP. In addition, EPA may take any additional samples that EPA deems necessary. Upon request, EPA may provide the City with split and/or duplicate samples of any samples in connection with EPA's oversight sampling. For split or duplicate soil samples, co-located field duplicates shall be collected by taking two separate samples.

i. All deliverables required herein, except for the Revised City Ordinance No. 3406 and the Environmental Covenant, must be signed (which may include electronically signed) by the City's Utilities Director, or other responsible official of the City, and shall contain the following statement:

I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

j. All deliverables (including work plans, reports, samples taken, and analyses conducted, electronic data (including monitoring data, quality assurance data, spatial data and metadata) required to be submitted by the City under this Second Modification shall be performed and prepared consistent with applicable EPA guidance. The City will assure that field personnel used by the City are properly trained in the use of field equipment and in chain of custody procedures. The City shall only use laboratories that are accredited for the specific analytical test methods performed by the laboratory.

k. Unless otherwise directed by EPA, the City shall not commence physical on-site activities for repurposing the Site for recreational uses prior to the EPA's approval of the City's Reuse Work Plan, QAPP, Revised City Ordinance No. 3406, Environmental Covenant, except for the existing and ongoing operations and maintenance responsibilities currently required under the Consent Decree. Prior to any recreational use of the Site, all of these deliverables must be approved by the EPA in writing.

8. Copies of Deliverables to State.

a. The City shall, at any time it sends a deliverable to the EPA, send a copy of such deliverable to the State. The EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to the City, send a copy of such document to the State.

b. The EPA will provide the State with an opportunity for review and comment of any deliverables required under Paragraph 7 (Deliverables) and will consult with the State before issuing any approval or disapproval.

9. Payments by City for Future Response Costs.

a. On a periodic basis, EPA will send the City a bill for Future Response Costs, including a standard cost summary listing direct and indirect costs paid by EPA, its contractors, subcontractors, and the United States Department of Justice (“DOJ”). The City may initiate a dispute under Section XX of the Consent Decree regarding a Future Response Cost billing, but only if the dispute relates to one or more of the following issues: (i) whether EPA has made an arithmetical error; (ii) whether EPA has included a cost item that is not within the definition of Future Response Costs; or (iii) whether EPA has paid excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. The City must specify in the written Notice of Dispute the contested costs and the basis for the objection.

b. The City shall pay the bill, or if it initiate dispute resolution, the uncontested portion of the bill, if any, within 30 days after receipt of the bill. The City shall pay the contested portion of the bill determined to be owed, if any, within 30 days after the determination regarding the dispute. Each payment for: (i) the uncontested bill or portion of bill, if late, and; (ii) the contested portion of the bill determined to be owed, if any, must include an additional amount for interest accrued from the date of receipt of the bill through the date of payment. The City shall make payment at <https://www.pay.gov> using the “EPA Miscellaneous Payments Cincinnati Finance Center” link and including references to the Site/Spill ID and DJ numbers listed in Paragraph 109 of the Consent Decree, as modified by this Second Modification, and the purpose of the payment. The City shall send notices of this payment to the DOJ and the EPA in accordance with Paragraph 109 of the Consent Decree, as modified by this Second Modification.

10. Stipulated Penalties.

a. Unless the noncompliance is excused under Section XIX (Force Majeure) of the Consent Decree, the City is liable to the United States for the following stipulated penalties for any failure to submit timely or adequate deliverables under Paragraph 7 of this Second Modification:

Period of Noncompliance	Penalty Per Noncompliance Per Day
1st through 14th day	\$5,000
15th through 30th day	\$7,500
31st day and beyond	\$10,000

b. Stipulated penalties accrue from the date performance is due, or the day a noncompliance occurs, whichever is applicable, until the date the requirement is completed or the final day of the correction of the noncompliance. Nothing in this Second Modification prevents the simultaneous accrual of separate penalties for separate noncompliances with this Second Modification. Stipulated penalties accrue regardless of whether the City has been notified of noncompliance, and regardless of whether the City initiated dispute resolution under Section XX of the Consent Decree.

c. EPA may send the City a demand for stipulated penalties. The demand will include a description of the noncompliance and will specify the amount of the stipulated penalties owed. The City may initiate dispute resolution under Section XX of the Consent Decree within 30 days after receipt of the demand. The City shall pay the amount demanded or, if initiate dispute resolution, the uncontested portion of the amount demanded, within 30 days after receipt of the demand. The City shall pay the contested portion of the penalties determined to be owed, if any, within 30 days after the resolution of the dispute. Each payment for: (a) the uncontested penalty demand or uncontested portion, if late; and (b) the contested portion of the penalty demand determined to be owed, if any, must include an additional amount for Interest accrued from the date of receipt of the demand through the date of payment. The City shall make payment at <https://www.pay.gov> using the link for “EPA Miscellaneous Payments Cincinnati Finance Center,” including references to the Site/Spill ID and DJ numbers listed in Paragraph 109 of the Consent Decree, as modified by this Second Modification, and the purpose of the payment. The City shall send a notice of this payment to DOJ and EPA. The payment of stipulated penalties and Interest, if any, does not alter any obligation by the City under this Second Modification.

d. Nothing in this Second Modification limits the authority of the United States: (a) to seek any remedy otherwise provided by law for the City’s failure to pay stipulated penalties or interest; or (b) to seek any other remedies or sanctions available by virtue of the City’s noncompliances with this Second Modification or of the statutes and regulations upon which it is based, including penalties under section 122(I) of CERCLA, provided, however, that the United States may not seek civil penalties under section 122(I) of CERCLA for any noncompliance for which a stipulated penalty is provided for in this Second Modification, except in the case of a willful noncompliance with this Second Modification.

e. Notwithstanding any other provision of this Paragraph 10, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued under this Second Modification.

11. Appendices. The following appendices are attached to and incorporated into this Second Modification:

Appendix A is the 2022 ESD
Appendix B is the O&M Plan
Appendix C is the modified Statement of Work

12. Signatories. The undersigned representative of the United States, the undersigned representative of the State, and undersigned representative of the City certifies that he or she is

fully authorized to enter into the terms and conditions of this Second Modification and to execute and legally bind such Party to this document.

13. Pre-Entry Provisions.

a. If for any reason the Court should decline to approve Second Modification in the form presented, this agreement, except for Paragraphs 13.b. and 13.c, is voidable at the sole discretion of any Party and its terms may not be used as evidence in any litigation between the Parties.

b. This Second Modification will be lodged with the Court for at least 30 days for public notice and comment in accordance with section 122(d)(2) of CERCLA and 28 C.F.R. § 50.7. The United States may withdraw or withhold its consent if the comments regarding the Second Modification disclose facts or considerations that indicate that the Second Modification is inappropriate, improper, or inadequate.

c. The City agrees not to oppose or appeal the entry of this Second Modification.

14. Limitations. Except as modified herein, the Consent Decree remains unchanged and in full force and effect.

15. Final Judgment. Upon entry of this Second Modification by the Court, this Second Modification constitutes a final judgment under Fed. R. Civ. P. 54 and 58 among the Parties.

SO ORDERED THIS __ DAY OF _____, 202__.

United States District Judge

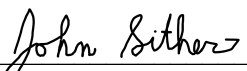
Signature Pages for Second Modification in *U.S. and State of North Dakota v. City of Minot*
(D.N.D.):

FOR: The United States of America

ADAM R.F. GUSTAFSON
Principal Deputy Assistant Attorney General
Environment and Natural Resources Division

3/5/26

Dated



JOHN SITHER
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Environmental Enforcement Section
U.S. Department of Justice
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Telephone: (202) 514-5484
Fax: (202) 514-0097
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**FOR: United States
Environmental Protection Agency
Region 8**

**CYRUS
WESTERN**

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CYRUS M. WESTERN
Regional Administrator
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
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**KENNETH
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Dated

KENNETH C. SCHEFSKI
Regional Counsel
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, Colorado 80202

**AARON
URDIALES**

Digitally signed by
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Dated

AARON URDIALES
Division Director
Superfund and Emergency Response Division
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, Colorado 80202

FOR: The State of North Dakota

11/21/2025

Dated



L. DAVID GLATT, P.E.

Director

Department of Environmental Quality

4201 Normandy St.

Bismarck, ND 58503

11/21/2025

Dated



ERIK WALLEVAND

Assistant Attorney General

Office of Attorney General

500 North 9th Street

Bismarck, ND 58501-4509

FOR: The City of Minot

Dated

MARK JANTZER
City of Minot – Mayor
PO Box 5006
Minot, ND 58702

Appendix A

Explanation of Significant Differences (September 28, 2022)



**EXPLANATION OF SIGNIFICANT DIFFERENCES
MINOT LANDFILL SUPERFUND SITE
MINOT, NORTH DAKOTA**

I. Introduction

This Explanation of Significant Differences (ESD) presents the details of a second change to the remedy selected in the June 21, 1993, Record of Decision (ROD) for the Minot Landfill Superfund Site (Site). The first remedy change consisted of an April 10, 1996, Explanation of Significant Differences (ESD).

The remedy was considered fully implemented in September 1996 and deleted from the National Priorities List (NPL) in April 1997.

This ESD documents the decision to allow the existing remedy to be modified to support recreational use on and adjacent to the landfill cap.

The 26-acre Site is located in a deep ravine in a rural residential and commercial area about one mile southwest of downtown Minot in Ward County, North Dakota (Figure 1). The Site is known locally as the closed "Old Minot Landfill" to differentiate it from the local active landfill. The Site is situated 2,000 feet south of the Souris River and east of the intersection of the Burdick Expressway and the combined U.S. Highway 2 and 52 Bypass. A housing development is located next to the northeastern fence line of the Site (Figure 1). Commercial businesses, including the Maysa Arena (an ice rink), border the west side of the landfill. Another ravine located immediately northwest of the Site, and between the Site and the Maysa Arena, contains a closed landfill of construction and demolition debris. The Minot Fire Department has constructed a fire training facility at the southwest entrance of the Site immediately outside of the landfill footprint. Agricultural areas are located southwest of the Site. The entire Site is covered in grass. There are a few trees around the perimeter of the cap; however, there are no trees or structures on the cap.

The EPA is the lead agency for oversight of the investigations, feasibility studies, remedial designs, remedial actions and operation and maintenance. The North Dakota Department of Environmental Quality (NDDEQ), formerly known as the North Dakota Department of Health (NDDH), is the support agency for this project.

This ESD is issued in accordance with Section 117(c) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, (CERCLA), 42 U.S.C. 9617(c) and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), Section 300.435(c)(2)(i). The changes described in this ESD significantly change, but do not fundamentally alter, the remedy selected in the ROD with respect to scope, performance, or cost of the selected remedy.

This document will be incorporated into the Administrative Record maintained for this Site, as required by NCP Section 300.825(a)(2). This Administrative Record is available for review at:

Minot Public Library
516 2nd Ave SW
Minot, North Dakota 58701
701-852-1045

The Administrative Record is also available for review by appointment at:

EPA Region 8 Records Center
1595 Wynkoop Street
Denver, Colorado 80202-2466
303-312-6473

This ESD and its supporting documentation will be available for public review at these locations and a notice containing a brief summary of the action will be published in a local newspaper, as required by NCP Section 300.435(c)(2)(i)(A) & (B). The ESD will also be available on the EPA site profile page at <https://www.epa.gov/superfund/minot-landfill>.

II. Site History

The City of Minot operated a landfill at the Site from 1961 to October 1971. The Site property has had several owners since 1961 though the past owners were not involved in operating the on-site facility. Although the exact composition of wastes disposed of at the Site is not known, refuse included drums of oil, spent battery casings, calcium carbide and lime sludge. Discussions with past landfill operators indicated that refuse was received from the City of Minot, other neighboring towns, farms, industries and military sites and was covered daily with about 6 inches of clay-rich soil.

The City closed the landfill in the fall of 1971. Closure included covering the refuse with about 3 feet of clay material from the valley walls, which was then seeded. In mid-1985, Ward County's First District Health Unit (FDHU) received a complaint of gas bubbles escaping from the surface of the Site. After inspecting the Site, FDHU contacted NDDH's Environmental Health Section regarding observations of foul odors, gas bubbles in standing water and water drainage from waste. NDDH conducted an inspection in June 1985. NDDH arranged a meeting at the Site in late summer with the City and the landowners and requested that the previous landowners control surface water drainage, repair eroded channels and install a gas venting system. NDDH contacted EPA's Region 8 office to discuss the investigative approach for the Site.

Preliminary investigations by EPA in 1986 found that soil, groundwater, surface water, sediment and landfill gases at the Site were contaminated. The EPA proposed the Site for listing on the Superfund program's NPL on June 24, 1988. The EPA finalized the listing on March 31, 1989. In December 1989, the City of Minot initiated a removal action that included installing a perimeter fence around the landfill, construction of surface runoff/erosion controls (including

swales and storm sewer piping) and seeding of areas disturbed by construction and exposed slopes on the hills along the southern edge of the Site. In 1990, the City performed additional work to repair drainage ditches and swales to complete the removal action.

The EPA issued a Unilateral Administrative Order and Statement of Work to the City of Minot in September 1990 to complete a remedial investigation and feasibility study (RI/FS) for the Site. The City retained a contractor to complete the RI/FS in 1992.

The EPA issued a ROD for the Site on June 21, 1993. The major components of the selected remedy were:

- “Institutional controls to prohibit construction on the landfill, or the use of water beneath the landfill or in the immediate vicinity of the landfill for drinking water purposes.
- Leachate extraction and treatment in the City of Minot wastewater treatment facility.
- Consolidation of contaminated soil in the vicinity of leachate seeps under the cap, and cap improvements to limit precipitation infiltration and control stormwater runoff.
- Groundwater monitoring to allow detection of future releases of contaminants to the ground water.
- Landfill gas collection using an active collection system and a tall stack for dispersion venting. EPA may modify the system design to accomodata site conditions, following installation of the leachate collection system.”

An April 10, 1996, ESD modified the 1993 ROD as follows:

- “A passive gravity drain system will replace the proposed active leachate extraction system. This passive system will be more cost effective while achieving the same goal of managing leachate levels in the landfill to prevent leachate seeps through the cap and to reduce the potential for leachate migration from the landfill in the groundwater.
- “To clarify the cap design, the 3-foot clay cap specified in the ROD performance standard will actually be 18 inches of clay, 12 inches of root zone material and 6 inches of topsoil.
- “Passive gas vents will replace the proposed active gas extraction system and tall stack. The gas vents will be more cost effective while achieving the same goal of controlling the landfill gas to reduce pressures in the landfill that can damage the fill cap and can increase the potential for leachate migration.
- “The limits of buried waste have been extended based on geophysical survey investigation information conducted in May 1993.”

In the Site’s 1996 Consent Decree, the City agreed to perform the remedial design and remedial action and operation and maintenance (O&M) activities at the Site. The City completed the

remedial design between February 1996 and April 1996. The City completed the remedial action between June 1996 and November 1996. It included the following activities:

- Completion of several test pit excavations to verify the presence of waste and determine its configuration.
- Installation of a passive leachate collection system within the landfill and associated drainage system that discharges to the City's wastewater treatment facility.
- Installation of riser pipes extending upward from the leachate drain to serve as passive gas vents and cleanouts.
- Installation of removable wind turbines at the top of each riser pipe to help remove the gas from the landfill by inducing a vacuum.
- Excavation of identified waste and placement of the material under a new cap.
- Construction of a cap, consisting of 18 inches of clay, 12 inches of root zone material and 6 inches of topsoil, to cover the limits of buried waste.
- Site seeding and fertilization.
- Replacement of the existing silt fence around catch basins with riprap.
- Installation of erosion matting in the swales between catch basins, in perimeter ditches and in the cap improvement area.
- Installation of a permanent fence surrounding the landfill.
- Installation of seven groundwater monitoring wells and four piezometers around the perimeter of the landfill.
- Disposal of leachate in the wells during abandonment in the City's municipal sanitary sewer system.
- Implementation of institutional controls via local land use ordinances restricting activities that could damage the landfill cap and prohibiting installation of groundwater supply wells in or in the immediate vicinity of the landfill.

The EPA and NDDH concluded that the remedial action had been implemented successfully. The EPA issued the Site's Final Close-Out Report in December 1996. The EPA deleted the Site from the NPL in April 1997 with State concurrence. O&M activities are on-going.

The fifth five-year review report was signed on July 29, 2021. This review found that the remedy is protective of human health and the environment in the short-term because contaminated source material has been excavated and contained on Site beneath a landfill cap. The institutional control is in place to prevent future land uses that could damage the remedial components in place and to prohibit installation of groundwater supply wells on the Site or in the immediate vicinity of the Site. Also, long-term monitoring results demonstrate that COCs consistently meet performance objectives in groundwater and people are not using groundwater at the Site or in the area surrounding the Site. It was determined that for the remedy to be protective over the long term, the City should evaluate the monitoring data and determine the source of the elevated vinyl chloride in OW-103A. Additionally, the City should improve the detection limits for chromium analysis in groundwater samples since the detection limit in many of the monitoring wells consistently exceeds the cleanup goal.

III. Basis for this ESD

The Minot Park District, which operates the adjacent Maysa Arena, has proposed re-using the Site for recreational use. The Minot Park District is the unit of the Minot, North Dakota, municipal government responsible for maintaining city parks. On March 13, 2018, the City of Minot requested that the EPA and North Dakota Department of Environmental Quality consider modifying the Superfund remedy and the legal agreement to allow for this change. The Minot Park District proposal includes an 18-hole disc golf course, mountain biking trails and cross-country running trails on and adjacent to the landfill cap.

IV. Description of Significant Differences

This ESD documents the decision to allow the existing remedy to be modified to support recreational use on and adjacent to the landfill cap. This ESD includes the following:

- a. Modification to the existing institutional controls to allow for recreational use as well as refining the extent of the institutional controls while continuing to protect the landfill cap and other portions of the remedy. Additionally, North Dakota recently passed the Uniform Environmental Covenants Act, and it or other institutional controls may be used to add additional protective institutional control layer(s). The prohibition on the installation of groundwater supply wells is retained.
- b. Minor modifications to portions of the Site remedy to allow for recreational use including modifications to fencing, access, gas venting system and drainage patterns. The Minot Park District will provide an O&M Plan for EPA and the North Dakota Department of Environmental Quality's review and approval to ensure that the remedy remains protective of human health and the environment.

There are no applicable or relevant and appropriate federal and state requirements (ARARs) specific to the modifications in this ESD.

The capital cost of this ESD is estimated to be \$3,000.

V. Support Agency Comments

The State of North Dakota concurs with this ESD.

VI. Statutory Determinations

In accordance with CERCLA Section 121, 42 U.S.C. § 9621, the EPA believes that this action is protective of human health and the environment, complies with Federal and State requirements that are applicable or relevant and appropriate to the remedial action. This ESD makes no changes to the remedy's use of permanent solutions and alternative treatment (or resource recovery) technologies to the maximum extent practicable.

Because this action will result in hazardous substances, pollutants, or contaminants remaining on-site above levels that allow for unlimited use and unrestricted exposure, a statutory review will continue to be conducted within five years after the remedial action to ensure that the remedy is, or will be, protective of human health and the environment. The most recent five-year review was completed on July 29, 2021.

VII. Public Participation Requirements

This ESD and its supporting documentation will be available for public review at these locations and a notice containing a brief summary of the action will be published in a local newspaper, as required by NCP Section 300.435(c)(2)(i)(A) & (B).

The public participation requirements set out in NCP section 300.435(c)(2)(i)(A)&(B) have been met.

AUTHORIZING SIGNATURE

This Explanation of Significant Differences (ESD) documents the second modification to the 1993 Record of Decision for the Minot Landfill site.

The following authorized official at EPA Region 8 approves the modification as described in this ESD.

**BETSY
SMIDINGER**

Digitally signed by BETSY
SMIDINGER
Date: 2022.09.28 16:34:20 -06'00'

Betsy Smidinger, Director
Superfund and Emergency Management Division

This Explanation of Significant Differences (ESD) documents the second modification to the 1993 Record of Decision for the Minot Landfill site.

The following authorized official at the State of North Dakota concurs with the modification as described in this ESD.



L. David Glatt, Director
North Dakota Department of Environmental Quality

10.7.2022

Date

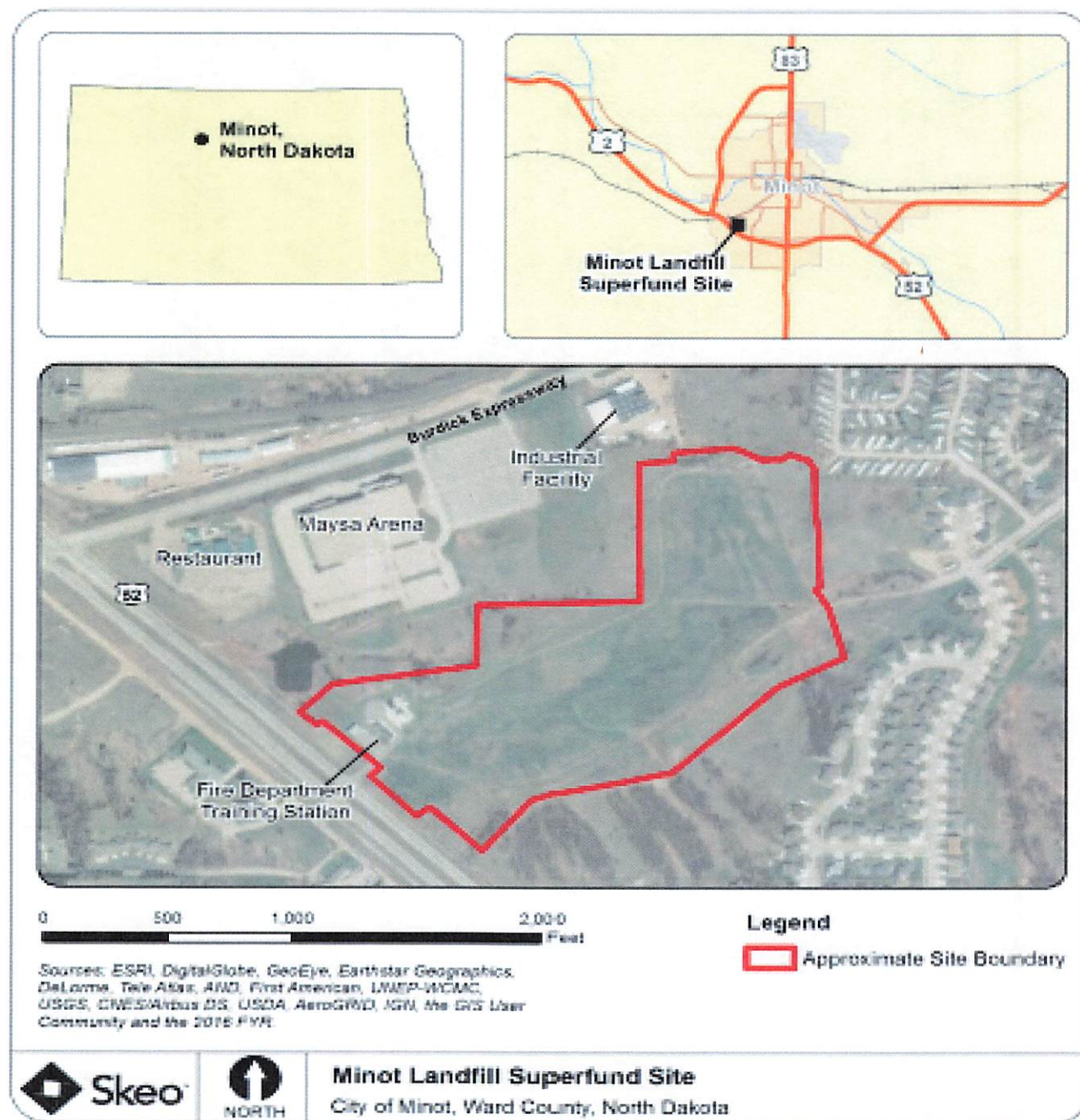


Figure 1

Disclaimer: This map and any boundary lines within the map are approximate and subject to change. This map and any boundary lines within the map are approximate and subject to change. The map is not a survey. The map is for informational purposes only regarding EPA's response actions at the Site.

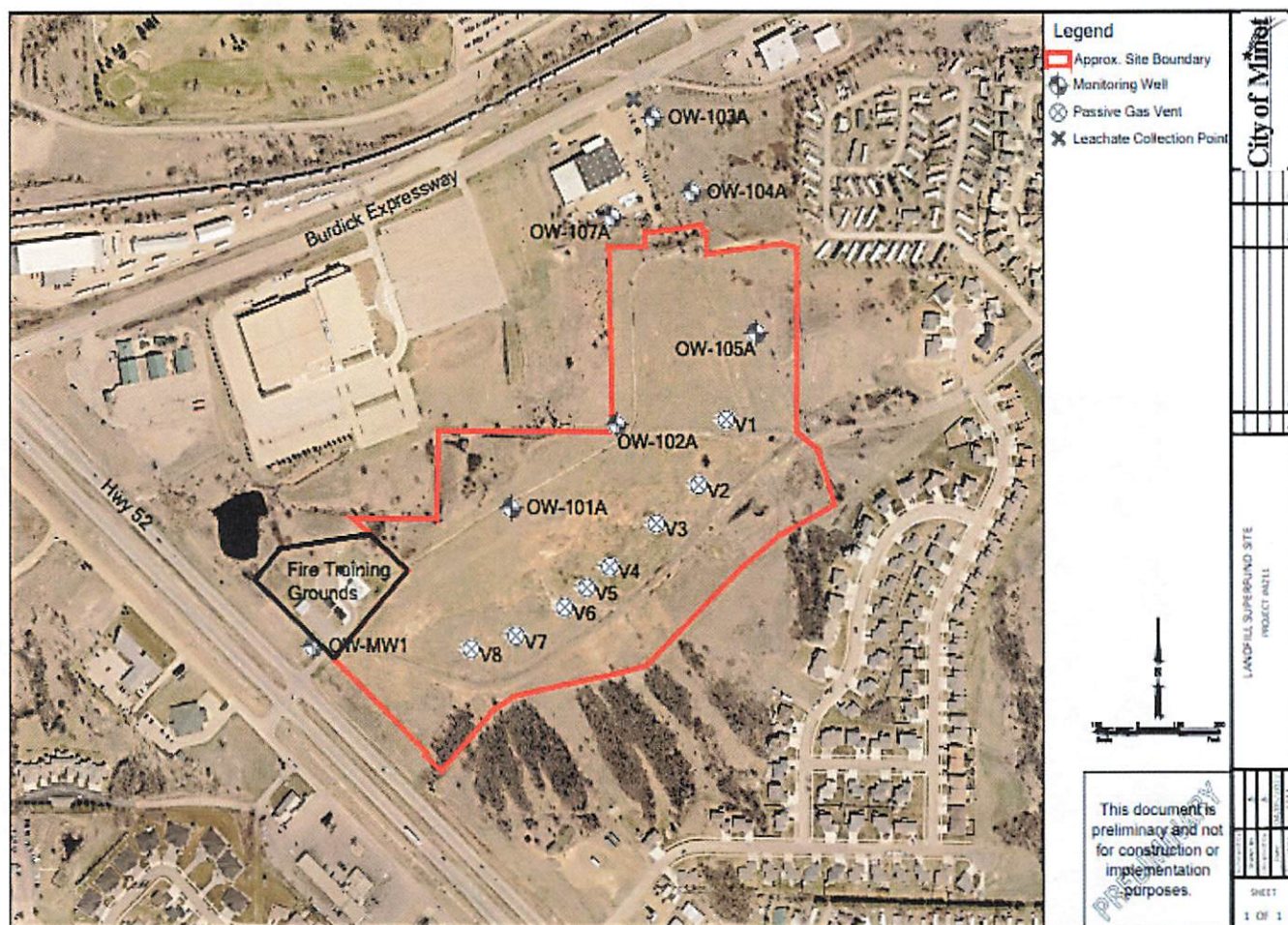


Figure 2 - Map of Area requiring Institutional Controls

Appendix B
Operation and Maintenance Plan (O&M Plan)

OPERATIONS AND MAINTENANCE PLAN OLD MINOT LANDFILL SUPERFUND SITE

Section 27, Township 155 North, Range 83 West
Ward County, North Dakota

City of Minot, ND

February 2025



CPS, Ltd.

308 2nd Avenue North
Grand Forks, ND 58203

(701) 746-7459

www.cpsengineering.net



OPERATIONS AND MAINTENANCE PLAN

OLD MINOT LANDFILL SUPERFUND SITE

Section 27, Township 155 North, Range 83 West

Ward County, North Dakota

Prepared by The City of Minot, ND
With Assistance from CPS, Ltd.
City Project No. 3700.1
CPS Project No. 24301

Minot Public Works Street Address:
1025 31st Street Southeast Minot, North Dakota 58701

Minot Public Works Mailing Address:
P.O. Box 5006 Minot, North Dakota 58702-5006

FEBRUARY 2025



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Facility Inspection

Gas Monitoring Field Data

Groundwater Monitoring Field Data

APPENDIX 2 – WELL DIAGRAMS

1.00 BACKGROUND

1.01 SITE LOCATION

The Old Minot Landfill Superfund Site (Site) is a closed waste disposal facility that has previously been deleted from the Superfund National Priorities List (NPL). The Site is located in Section 27, Township 155 North, Range 83 West in Ward County, North Dakota, approximately one mile southwest of downtown Minot, ND. The Site is situated nearly 2,000 feet south of the Souris River, and east of the intersection of Burdick Expressway and the combined U.S. Highways 2 and 52 Bypass. The Site location is depicted in **Figure 1.01** below.

Figure 1.01 Site Location



Land use in the vicinity of the Site is general commercial district and residential; the area southwest of Highways 2 and 52 is general commercial district. The fill area that received municipal and industrial waste covers approximately 26.4 acres.



1.02 POINT OF CONTACT

The contact for general correspondence regarding the Site is the City of Minot (City):

City of Minot
Public Works Department
1025 31st Street Southeast
Minot, ND 58701
(701) 857-4140
PublicWorks@minotnd.gov

1.03 HISTORICAL DEVELOPMENT OF SITE OPERATION & MAINTENANCE REQUIREMENTS

The operation and maintenance of the Site is subject to the terms of a Consent Decree between the United States of America, State of North Dakota, and City of Minot, Civil Action A4-95-141A, U.S. District Court, District of North Dakota. Several investigations were performed at the Site, which culminated in a Remedial Investigation (RI) performed by the City's consultant Donohue & Associates (Donohue). Contamination was identified and documented in a RI Report dated February 1992. An evaluation was conducted to determine which remedial measures could achieve specified cleanup goals. The evaluation and cleanup goals are described in a Site Feasibility Study (FS) completed in 1992 by Donohue.

On June 21, 1993, upon completion of the RI/FS for the Site, the U.S. Environmental Protection Agency (EPA) issued a Record of Decision (ROD) that selected a remedy for the Site. On January 23, 1996, a remedial design kickoff meeting was held between the City, EPA, North Dakota Department of Health (NDDH), and the City's consultant Wenck Associates, Inc. (Wenck). On April 10, 1996, an Explanation of Significant Differences (ESD) was prepared to address modifications to the remedy components. A subsequent ESD was signed on September 28, 2022 (2022 ESD), to modify the existing remedy to support recreational use on and adjacent to the landfill cap. The selected remedy for the Site, as specified in the ROD and modified in the ESDs, incorporates removal, treatment, and containment technologies to address the risks of treating leachate and managing the discharge of leachate and landfill gases at the Site. The selected remedy consisted of the elements listed in **Table 1.03** below:

Table 1.03: Elements of Selected Remedy from 1993 EPA Record of Decision (ROD)

Elements of Selected Remedy
(1) Institutional controls to prohibit construction on the landfill or the use of water beneath the landfill or in the immediate vicinity of the landfill for drinking water purposes; the 2022 ESD modified this element to allow recreational use on and adjacent to the landfill cap.
(2) Consolidation of waste and contaminated soil (both from the north end of the landfill and in the vicinity of leachate seeps) under the cap, and cap improvements to limit precipitation infiltration and control stormwater runoff.
(3) As modified by the 1996 ESD, leachate extraction from the landfill using a passive gravity drain system to manage leachate levels in the landfill, to prevent leachate seeps through the cap, and to reduce the potential for leachate migration from the landfill into the groundwater; and subsequent treatment of the leachate at the City's wastewater treatment plant (WWTP).
(4) As modified by the 1996 ESD, passive landfill gas venting to control landfill gas to reduce pressure in the landfill that could damage the landfill cap and increase the potential for leachate migration.
(5) Explosive level monitoring of passive vents to reduce human exposure to potentially explosive gases.
(6) Groundwater monitoring to detect any future release of contaminants into the groundwater.

In April 1996, a Remedial Design (RD) Report was approved by the EPA and NDDH. In June 1996, a contractor was selected to perform Remedial Action (RA) construction, including remedy elements 2, 3, and 4 listed in **Table 1.03**. The RA construction was completed in September 1996. Institutional controls were implemented by the City, and the Site was deleted from the NPL on April 1, 1997.

1.04 ENFORCEMENT

The North Dakota Department of Environmental Quality (NDDEQ) came into existence on April 29, 2019, and became the State agency responsible for administration and enforcement of environmental protection programs, laws, and rules previously administered and enforced by the NDDH's Environmental Health Section. Pursuant to 2017 N.D. Sess. Laws Ch. 199, § 1, the NDDH's interest in this matter has been assigned to the NDDEQ.

1.05 PROPOSED SITE REUSE AND DEVELOPMENT

In 2013, discussions began regarding reuse of the Site. The Minot Park District (Park District) developed preliminary plans for a frisbee golf course, non-motorized cross-country trails, and mountain biking trails. The 2022 ESD modified the previous remedy to support recreational use on and adjacent to the landfill cap. A workplan was prepared by the City's consultant Ackerman-Estvold in 2023 (2023 Workplan) that included conceptual layouts for these features, as excerpted below. These figures are available in their entirety in the 2023 Workplan.

Figure 1.05a: 2023 Workplan Disc Golf Course Layout

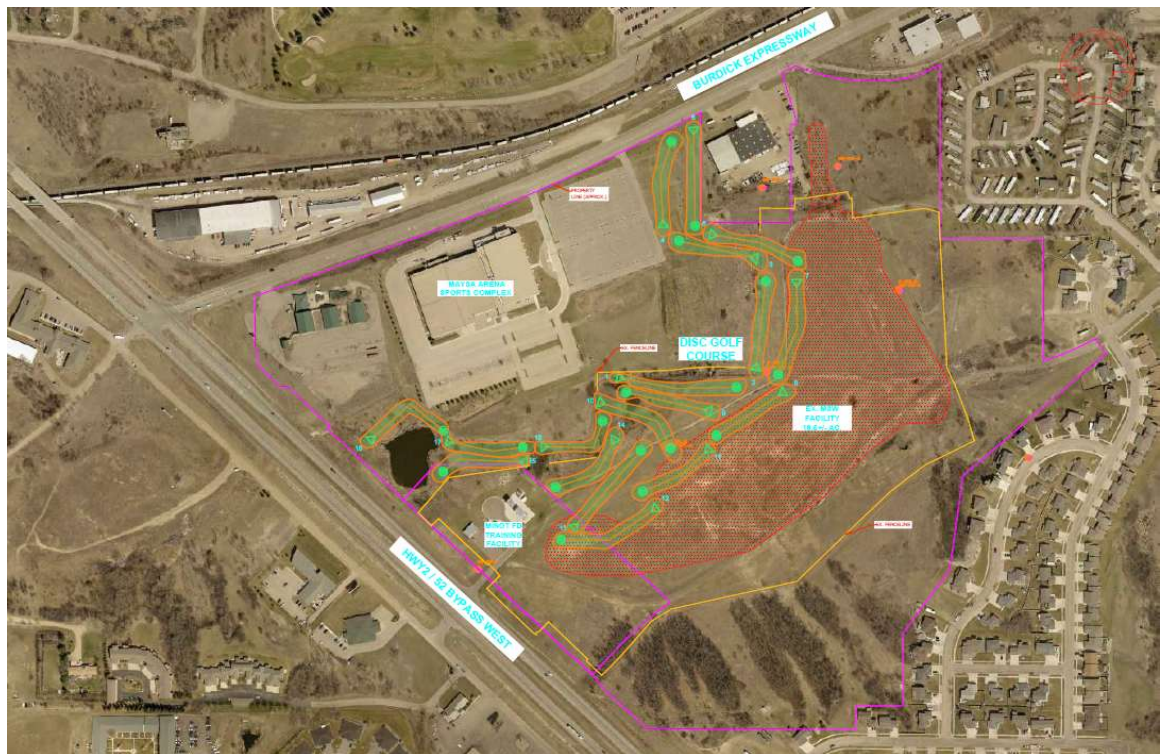


Figure 1.05b: 2023 Workplan Cross Country Course System Layout

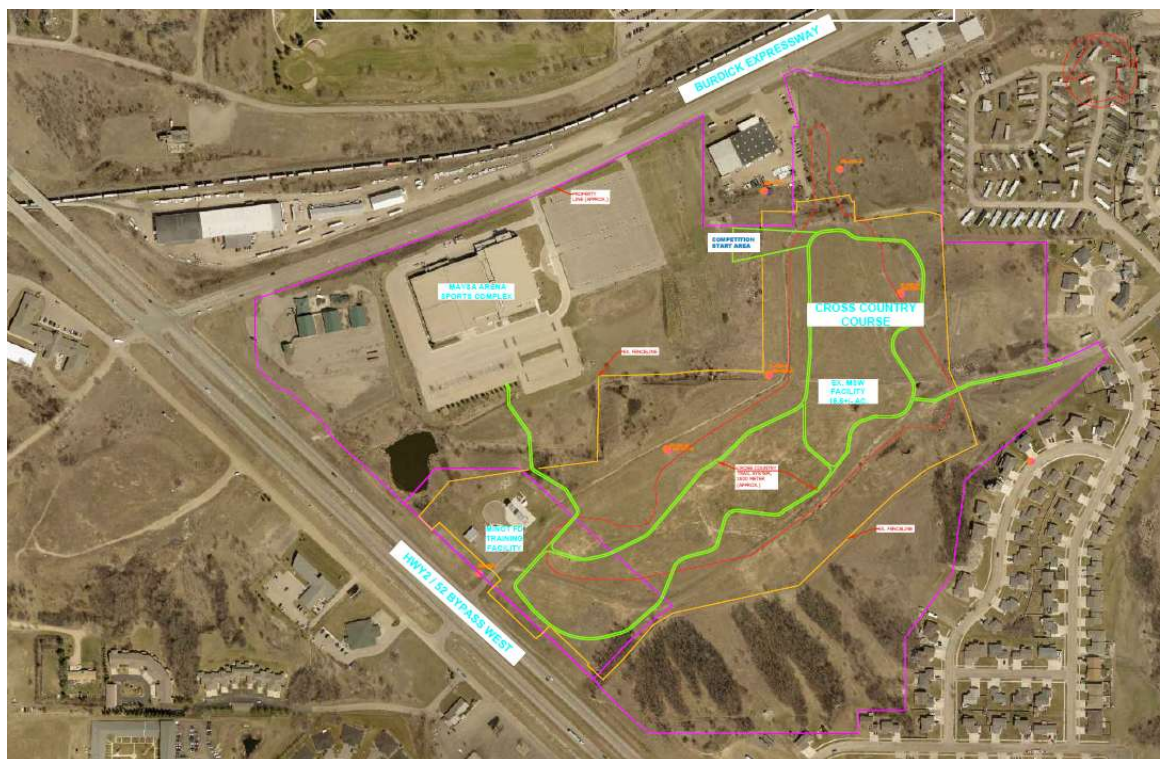
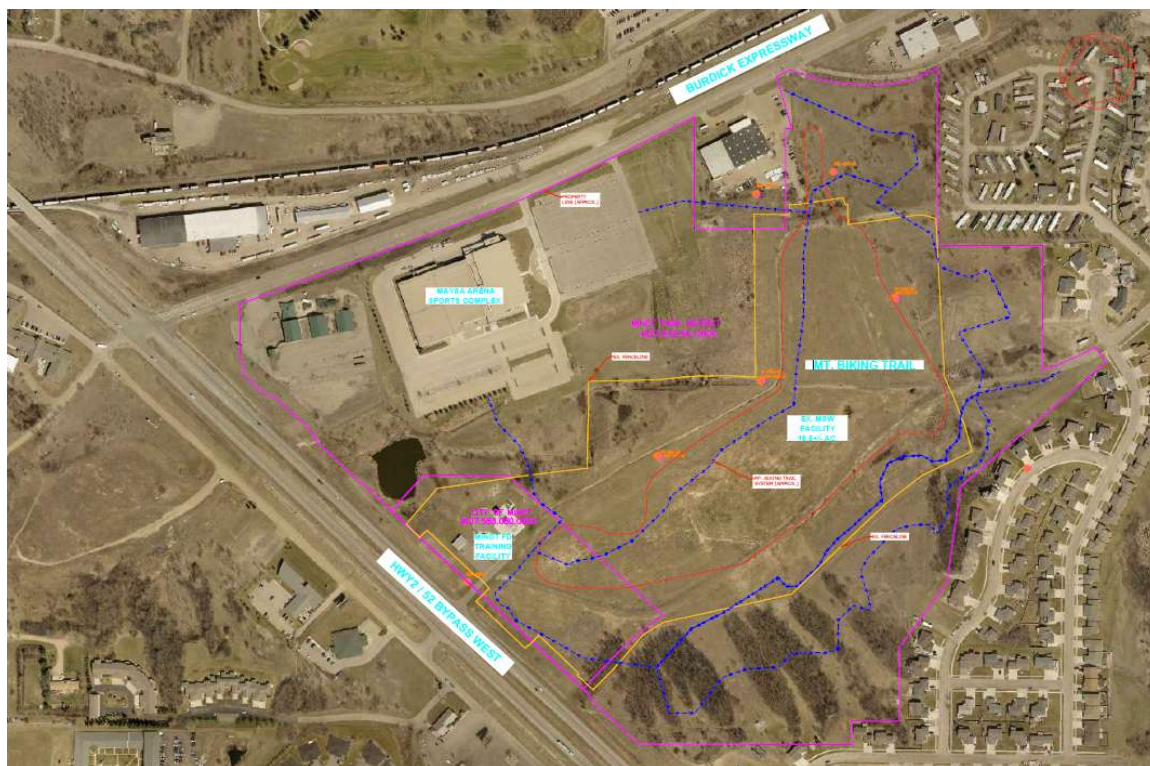


Figure 1.05c: 2023 Workplan Mountain Biking Trail System Layout



1.06 OPERATION AND MAINTENANCE PLAN OBJECTIVES

This Operations and Maintenance Plan (O&M Plan) will accommodate reuse of the Site while continuing to protect the remedial actions established to protect human health and the environment.

The objectives of the O&M Plan are to:

- (1) assure that the prescribed remedy for the Site is performing as designed;
- (2) assure that the remedy complies with the performance standards specified in the ROD and ESDs, as summarized in **Table 1.06**; and
- (3) monitor the media, which include groundwater, landfill gas (LFG), and explosive levels.

Therefore, this O&M Plan is both a performance and compliance monitoring plan for the Site.

Although not specifically required by the Consent Decree for this Site, ND Admin. Code § 33.1-20-04.1-09(5) was also implemented as a guide to determine facility operations and maintenance requirements.

**Table 1.06: Remediation Goals and Performance Standards
from the Record of Decision (ROD) signed June 21, 1993**

Remediation Goals	Performance Standards
(1) Prevent direct contact with landfill contents including the solid waste, leachate, and gas.	(1) Minimum three-foot cap over the landfill, consistent with substantive requirements of North Dakota Solid Waste Management Act and pertinent federal Solid Waste Land Disposal requirements [40 CFR Parts 241 and 257] and Surface Water Control requirements [40 CFR Part 264].
(2) Manage leachate: to limit future leachate migration out of the landfill to ensure a low risk to potential ground water receptors; and to maintain ground-water quality outside the landfill within drinking-water standards.	(2) Water quality standards in accordance with SDWA [40 CFR Parts 141 and 143] and NPDES [40 CFR Parts 125, 136, and 403] requirements. Ground water adjacent to the landfill shall not contain contaminants at levels that cause the ground water to exceed the 1.0E-04 to 1.0E-06 risk range for carcinogens, or the hazard index to exceed 1 for noncarcinogens for potential receptors located adjacent to the landfill.
(3) Treat or isolate soils in the immediate vicinity of leachate seeps to prevent contact or ingestion that would result in unacceptable carcinogenic or noncarcinogenic risks.	(3) Contaminated soils shall be removed to a depth of approximately three feet and consolidated under the landfill cap, consistent with substantive requirements of North Dakota Solid Waste Management Act and pertinent federal Solid Waste Land Disposal requirements [40 CFR Parts 241 and 257].
(4) Control leachate seeps to prevent the movement of contaminants by surface flow to off-site soil and surface water.	(4) Landfill cap shall be reconstructed in accordance with substantive requirements of North Dakota Solid Waste Management Act and pertinent federal Solid Waste Land Disposal requirements [40 CFR Parts 241 and 257] and Surface Water Control requirements [40 CFR Part 264].
(5) Manage landfill gas to ensure a low risk to air receptors.	(5) Air quality standards in accordance with pertinent requirements of 40 CFR Part 6, Subpart C, Parts 50, 52, 61, and 241, the North Dakota Solid Waste Management Act, and the North Dakota Air Pollution Control Regulations. Air, at or near the landfill surface, shall not contain contaminants at levels that cause the air to exceed the 1.0E-04 to 1.0E-06 risk range for carcinogens, or the hazard index to exceed 1 for noncarcinogens for potential receptors located adjacent to the landfill.
(6) Manage landfill gas to reduce gas pressure within the landfill in order to protect the cap.	(6) Pertinent requirements of the North Dakota Solid Waste Management Act and federal Solid Waste Land Disposal requirements [40 CFR Parts 241 and 257].
(7) Manage landfill gas to reduce pressure head buildup of leachate on the landfill base to minimize leachate migration to ground water.	(7) Pertinent requirements of the North Dakota Solid Waste Management Act and federal Solid Waste Landfill Disposal requirements [40 CFR Parts 241 and 257].
(8) Manage leachate to prevent exceedances of water quality standards in natural surface waters due to stormwater runoff from the site or discharge from a treatment facility.	(8) Water quality standards in accordance with SDWA [40 CFR Parts 141 and 143] and NPDES [40 CFR Parts 125, 136, and 403] requirements, Standards of Water Quality for the State of North Dakota, and North Dakota Pollutant Discharge Elimination System regulations.

Note: Performance Standards and citations reflect current references as of the issuance of the ROD.



1.07 RECORDKEEPING AND REPORTING

1.07a Records

Site Operations, Maintenance and Monitoring records will be retained in a digital format on file at the City's Public Works office for a minimum of ten years after the last action. Following the expiration of this time period, previously-submitted records may be available from NDDEQ or EPA.

1.07b Schedule Summary of Site Inspections, Monitoring, and Reporting

Each year, the following table shall be produced for the Site, and kept up to date in the Site records as required inspections, monitoring, and reporting are completed:

Table 1.07b: Schedule Summary of Site Monitoring, Inspections, and Reporting

Month	Site Inspections	Groundwater Monitoring	Gas Monitoring	NMOC Tier 1 Calculations	Annual Report
January			✓*		
February					
March	✓				✓
April	✓		✓		
May	✓	✓			
June	✓				
July	✓		✓		
August	✓				
September	✓				
October	✓		✓		
November				✓	
December					

**Year 1 only for baseline data collection.*

1.07c Site Annual Report

A Site Annual Report will be submitted annually in electronic format to the EPA and NDDEQ by March 1 of each year. The report shall include the following sections, for which more specific requirements are set forth in the applicable sections of this document, noted in parentheses below.

- (1) Schedule Summary of Site Monitoring, Inspections and Reporting (see **Section 1.07b**)
- (2) General Facility Inspection, Maintenance and Reporting (see **Section 2.04**)
- (3) Landfill Cap Management (see **Section 2.05**)
- (4) Leachate Management (see **Section 2.06**)
- (5) Landfill Gas Management (see **Section 2.07**)
- (6) Groundwater Quality (see **Section 2.08**)
- (7) Contingency Plan (see **Section 3.00**)

The City shall also provide written responses to applicable inquiries from EPA and NDDEQ within 30 days of their written request to the City.



2.03 HEALTH AND SAFETY

Site health and safety requirements are addressed in the Health and Safety Plan (HASP).

2.04 GENERAL FACILITY INSPECTION, MAINTENANCE AND REPORTING

2.04a Regular Site Maintenance Activities

The City and the Park District will maintain the Site as follows, pursuant to a Memorandum of Understanding between the City and the Park District.

Table 2.04.a: Maintenance Schedule

Item	Schedule	Responsibility
(1) Mowing	As Needed	Park District
(2) Ditch / Stormwater Feature Cleaning	As Needed	Park District
(3) Leachate Drainpipe Cleaning	Monthly, March-October	City of Minot

The main purpose for regular mowing is to ensure deep rooting plants or trees are not growing into the clay cap. The Park District will allow native grasses to grow with cross country or mountain biking trails being mowed paths. Paths across the landfill cap will be monitored for rutting or vegetative cover damage and will be relocated or repaired as necessary.

Any proposal to discontinue maintenance items, in whole or in part, will be submitted to the EPA and NDDEQ for approval prior to implementation. No discontinuation is permissible until and unless EPA and NDDEQ have provided their written approval.

2.04b Site Inspection Frequency

At a minimum, the Site will be inspected as indicated in **Tables 2.04b.1 and 2.04b.2**. Duties of the Park District, notwithstanding the City's obligations mentioned in **Section 2.01**, are pursuant to a Memorandum of Understanding between the City and the Park District.

Any proposal to discontinue inspections, in whole or in part, will be submitted to the EPA and NDDEQ to obtain approval prior to implementation. No discontinuation is permissible until and unless EPA and NDDEQ have provided their written approval.

Table 2.04b.1: Park District Monthly Site Inspection Category List

Item	System(s)
(1) Vandalism	All
(2) Uncontrolled vegetative growth	Cap
(3) Erosion on landfill surface	Cap
(4) Excessive rutting or lack of vegetation from trail activities	Cap
(5) Damage by or indication of presence of rodents or burrowing animals	Cap
(6) Stressed vegetation	Cap
(7) Excessive settlement of landfill cap	Cap
(8) Leachate seepage on or around the landfill cap, including well abandonment locations within the landfill waste boundaries	Cap, Leachate Drain
(9) Groundwater monitoring wells – well should be intact with lock in place	Groundwater
(10) Blocking or improper functioning of stormwater drainage structures, especially catch basins, culverts, and ditches	Surface Water
(11) Blocking or improper functioning of gas vents	Gas
(12) Integrity of fence and locking gates, especially on steep banks where erosion may displace fence posts.	Fence

The items in this table will be inspected monthly from March through October of each year.

Table 2.04b.2: City of Minot Site Inspection Category List and Schedule

Item	System(s)	Schedule
(1) Stressed vegetation	Cap	Semiannually in March and October
(2) Excessive settlement of landfill cap	Cap	Semiannually in March and October
(3) Leachate seepage on or around the landfill cap, including well abandonment locations within the landfill waste boundaries	Cap, Leachate Drain	Semiannually in March and October
(4) Blocking or improper functioning of leachate drain	Leachate Drain	At time of groundwater sampling
(5) Groundwater well damage or improper functioning	Groundwater	At time of groundwater sampling
(6) Blocking or improper functioning of gas vents	Gas	Annually



2.04c Operations and Maintenance Reporting

Operations and Maintenance records will be retained in a digital format on file at the City's Public Works office for a minimum of ten years from the date of the record.

Operations and Maintenance reporting shall be submitted annually in electronic format to the EPA and NDDEQ as part of the Site Annual Report, and shall include the following:

- (1) Summary of inspections throughout the year, issues encountered, and any mitigative or remedial actions necessary.
 - a. Completed Site inspection checklists,
 - b. Photographs taken during Site inspections,
 - c. Documentation of required notifications and performance thereof as applicable, or an indication that no notifications were required during the reporting period, and
- (2) Proposed activities for subsequent reporting submittal (if at all different from those specified herein).
- (3) Anticipated date of subsequent reporting submittal.

2.05 LANDFILL CAP MANAGEMENT

2.05a Landfill Cap Function and Configuration

The landfill cap is intended to limit precipitation infiltration and prevent direct contact with landfill contents including solid waste, leachate, and gas.

In accordance with Performance Standard number 1 in **Table 1.06**, the landfill cap was designed to be a minimum of three feet thick, consisting of (from top to bottom) a minimum six-inch-thick layer of topsoil, a minimum twelve-inch-thick layer of clay-rich rooting soil material, and a minimum eighteen-inch-thick layer of clay. The surface of the cap is vegetated with native grasses.

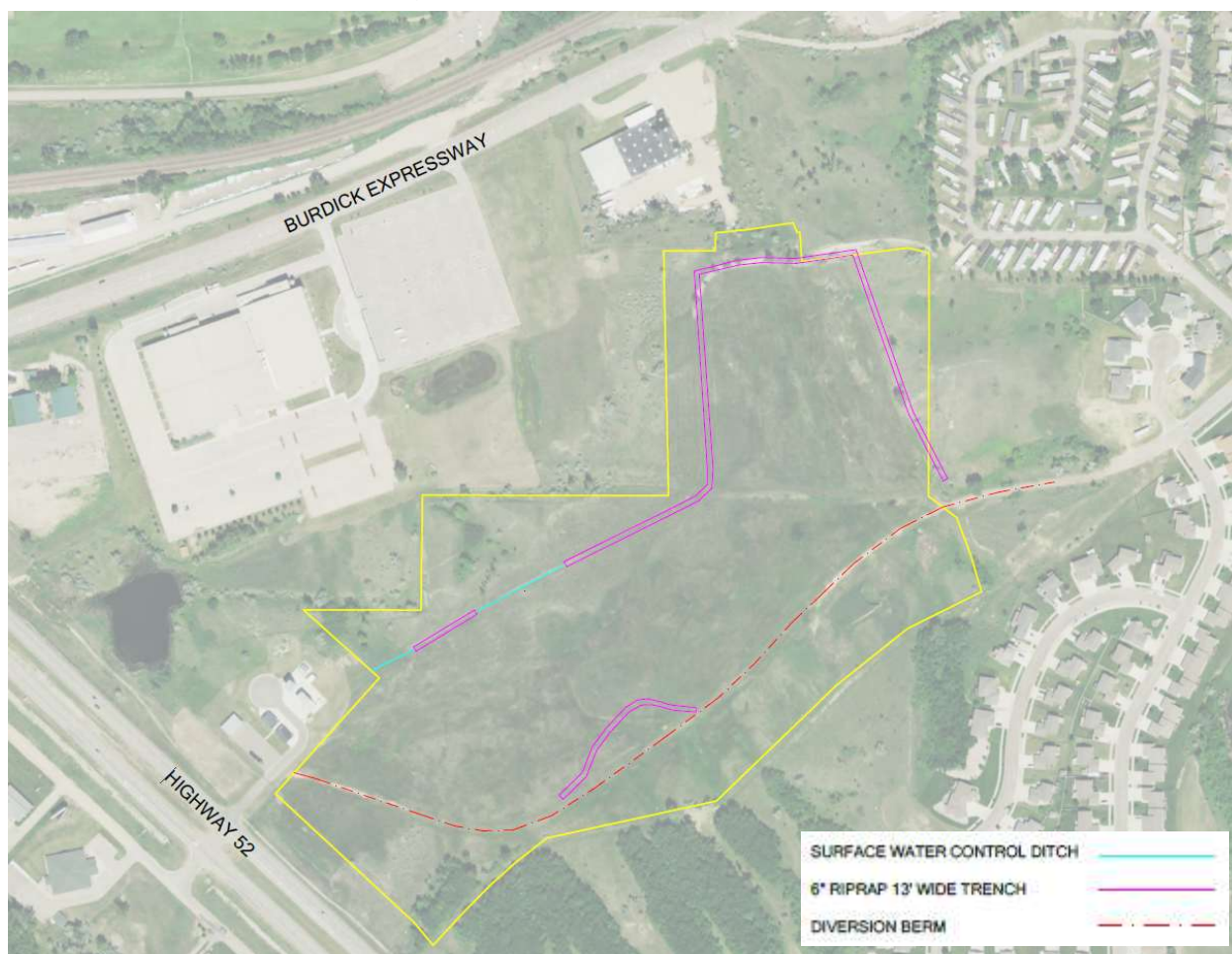
2.05b Surface Water Controls

All stormwater controls must be compliant with North Dakota's laws and regulations and the City's ordinances and regulations, and shall not interfere with selected remedy in the ROD.

Surface water controls include ditches and berms along the edges of the landfill to control stormwater run-on and runoff. Diversion berms constructed within the landfill reduce the potential for stormwater to erode the cap. All stormwater controls and drainage culverts will be maintained clear of debris to ensure successful operation.

The majority of stormwater from the landfill drainage area, including several off-site areas, is routed to catch basins within the landfill, which allow surface water to flow off-site to the north via storm sewers. Pertinent locations are riprapped to reduce the potential for erosion.

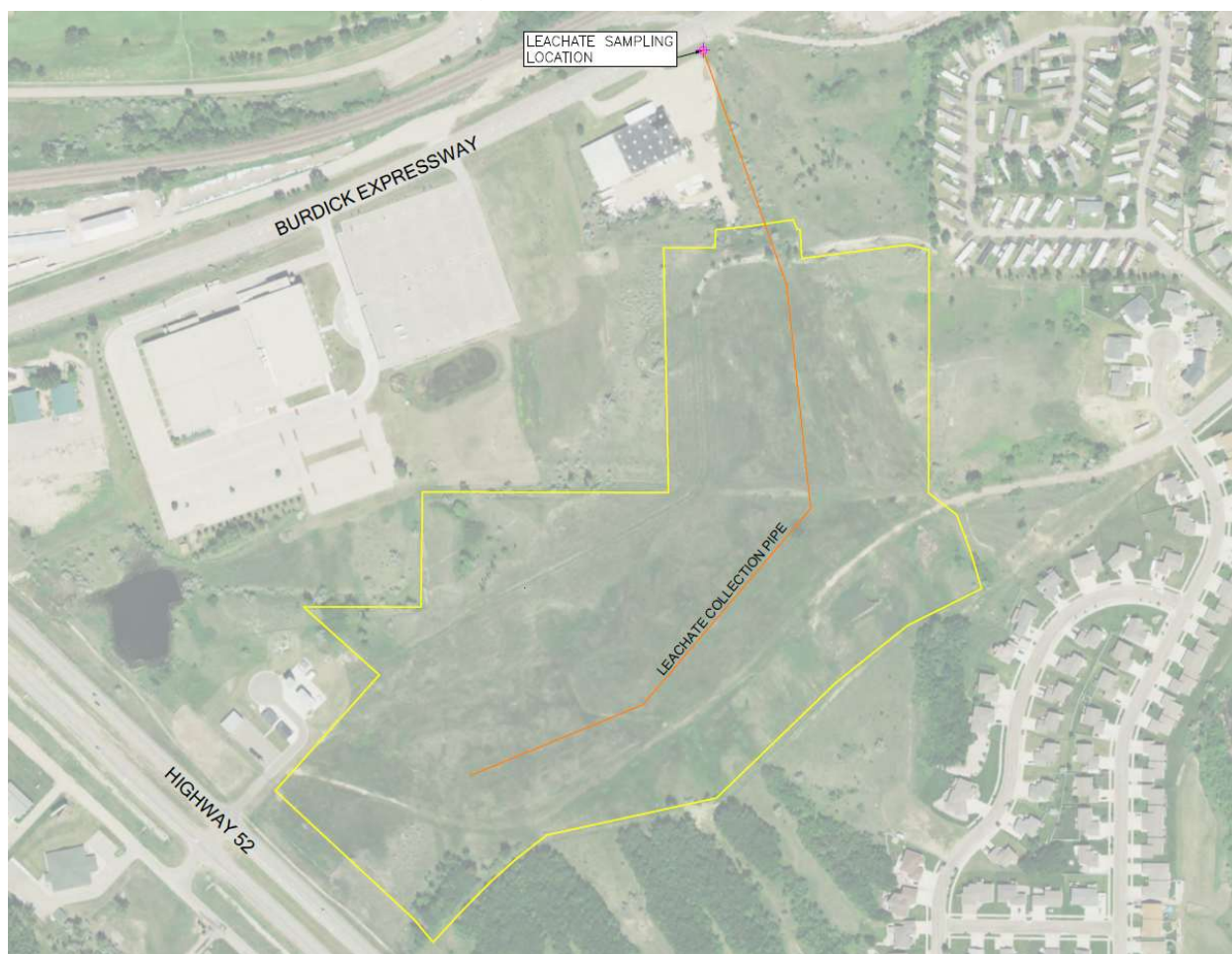
Figure 2.05b: Surface Water Controls



2.06 LEACHATE MANAGEMENT

Leachate within the landfill is extracted by a perforated high-density polyethylene (HDPE) drainpipe installed approximately eight feet below the surface of the landfill and extending from the south to the north through approximately the center of the landfill. The leachate drain is intended to lower the leachate level in the landfill to help prevent leachate seeps through the cap and to reduce the potential for leachate migration from the landfill into the groundwater. The drainpipe discharges leachate to the sanitary sewer adjacent to the Site, from which it flows to the City's WWTP. The approximate location of the leachate drain is shown in **Figure 2.06**.

Figure 2.06: Leachate Drain

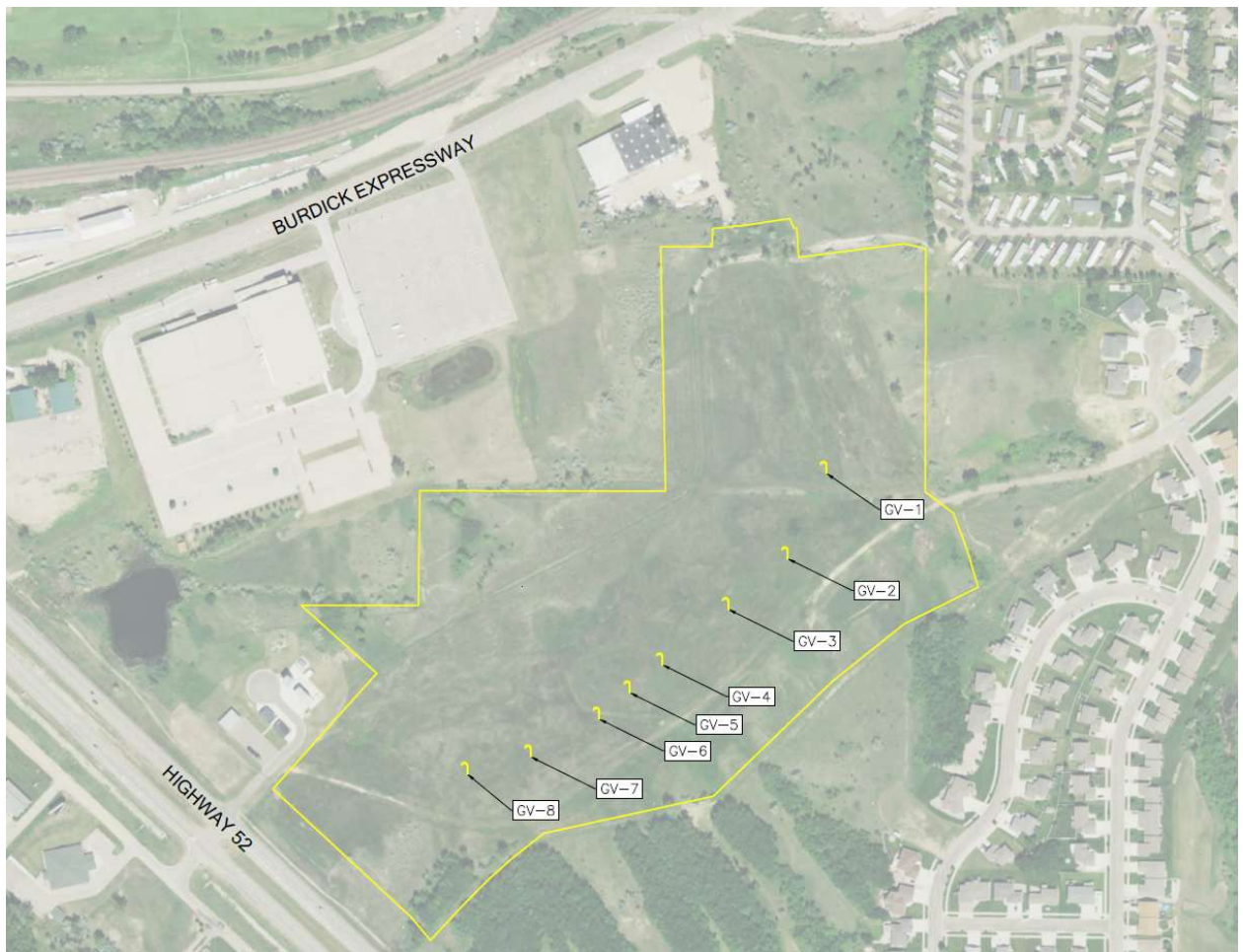


2.07 LANDFILL GAS MANAGEMENT

2.07a Passive Gas Venting System

Vertical PVC riser pipes extending from the leachate drain allow passive gas venting from the landfill. Eight passive gas vents are located throughout the Site, the approximate locations of which are depicted in **Figure 2.07a**. The passive vents are intended to control LFG to reduce pressures in the landfill that can damage the landfill cap and can increase the potential for leachate migration. Removable wind turbines installed at the top of each riser pipe help to draw gas from the landfill by creating small negative pressures.

Figure 2.07a: Passive Gas Vent Locations



Prior to the Park District promoting public access to the Site, gas vents will be extended to a minimum height of ten feet above the finished cap to deter tampering.

2.07b Gas Quality Monitoring

1. Objectives

Gas quality monitoring will be performed on the Site to help ensure that the public is not exposed to harmful levels of gases typically generated by landfills. Compliance goals are based in part on the EPA's criteria pollutants for ambient air, New Source Performance Standards (NSPS) and Emission Guidelines (EG) for air emissions from new and existing municipal solid waste landfills published in the Code of Federal Regulations, and North Dakota Administrative Code performance criteria for municipal solid waste landfills included in ND Admin. Code § 33.1-20-06.1-02(4).

2. Ambient Air Standards

The EPA's criteria air pollutants include carbon monoxide (CO), lead (Pb), ground-level ozone (O₃), particulate matter (PM), nitrogen dioxide (NO₂), and sulfur dioxide (SO₂). Ambient Air Quality Standards based on State of North Dakota and Federal guidelines include these items, as well as Hydrogen Sulfide (H₂S). These ambient air quality standards are summarized in **Table 2.07b.1**.

Table 2.07b.1: Federal and North Dakota State Ambient Air Quality Standards

Pollutant	Averaging Period	North Dakota		Federal	
		ug/m ³	ppb	ug/m ³	ppb
Carbon Monoxide (CO)	1-hour ^a	40,000	35,000	40,000	35,000
	8-hour ^a	10,000	9,000	10,000	9,000
Lead	3-month ^b	0.15	--	0.15	--
Nitrogen Dioxide (NO ₂)	Annual ^c	100	53	100	53
	1-hour ^d	188	100	188	100
Ozone (O ₃)	8-hour ^e	137	70	137	70
Particulate Matter	24-hour ^f	150	--	150	--
	24-hour ^g	35	--	35	--
	Annual ^h	12	--	9	--
Sulfur Dioxide (SO ₂)	1-hour ⁱ	196	75	196	75
	3-hour ^a	1,309	500	1,309	500
	24-hour ^{a*}	--	--	365	140
	Annual ^{c*}	--	--	80	30
Hydrogen Sulfide (H ₂ S)	Instantaneous	14,000	10,000	--	--
	1-hour ^j	280	200	--	--
	24-hour ^a	140	100	--	--
	Quarter	28	20	--	--

Notes:

- a. Not to be exceeded more than once per calendar year.
- b. Not to be exceeded by a rolling three-month arithmetic mean.
- c. Annual arithmetic mean.
- d. Three-year average of 98th percentile of 1-hour daily maximum concentrations.
- e. Three-year average of the annual fourth-highest daily maximum 8-hour concentrations.
- f. Not to be exceeded more than once per year on average over a three-year period.
- g. Three-year average of the 98th percentile values.
- h. Three-year average of annual concentrations.
- i. Three-year average of 99th percentile of 1-hour daily maximum concentrations.
- j. Not to be exceeded more than once per month.
- * The 24-hour and Annual SO₂ standards were revoked per the 2010 rulemaking. However, these standards will remain in effect until one year after attainment status designations for the 2010 1-hour SO₂ standard are complete for a given area.

3. Landfill Emissions Standards

LFG is generated via microbial decomposition of municipal solid waste (MSW) in a landfill under aerobic or anaerobic conditions. MSW initially undergoes aerobic microbial activity that produces predominately nitrogen gas and carbon dioxide. As oxygen levels decline, gas composition changes to a mixture of methane and carbon dioxide. LFG typically contains a small percentage of non-methane organic compounds (NMOC). The NMOC fraction consists of various organic hazardous air pollutants (HAPs), greenhouse gases, and volatile organic compounds (VOCs).

NSPS and EG for air emissions from new and existing municipal solid waste (MSW) landfills were promulgated on March 12, 1996. The NSPS, 40 CFR Part 60, Subpart WWW, are federal regulations affecting air emissions for MSW landfills that began construction, modification, or reconstruction on or after May 30, 1991. The EG, 40 CFR, part 60, subpart Cf, regulates existing landfills that accepted waste after November 8, 1987, and that commenced construction, reconstruction or modification on or before July 17, 2014. NSPS and EG require owners of new and existing MSW landfills to submit a design capacity report to the NDDEQ to determine ultimate facility capacity. Landfills equal to or larger than 2.5 million megagrams (Mg) or 2.5 million cubic meters (m³) must provide periodic estimates of annual NMOC, either through calculation using standard assumed values or based on site-specific measurements.

It is notable that, based on age and capacity, this Site is not subject to these requirements; however, these standards provide an established benchmark for quantification and evaluation of estimated LFG emissions.

EPA's final rule provides a tiered system under which the landfill owner or operator can determine whether specified thresholds are exceeded. The first tier (Tier 1) of this system requires comparison of the calculated NMOC mass emission rate using a specified concentration of NMOC to the standard of 34 Mg per year.

From 40 CFR § 62.16718(a)(1)(ii):

$$M^{NMOC} = \text{Mass Emission Rate of NMOC (Mg/year)} = 2 L_0 R (e^{-kc} - e^{-kt}) (C_{NMOC}) (3.6 \times 10^{-9})$$

where

L_0 = Methane Generation Potential (m³/Mg) = 170 m³/Mg

R = Average Annual Acceptance Rate (Mg/yr); Based on historical records, R = 176,865 Mg/yr

k = Methane Generation Rate Constant (yr⁻¹) = 0.02/yr

c = Time Since Closure (yr); This landfill closed in 1971.

t = Age of Landfill (yr); This landfill opened in 1961.

C_{NMOC} = Concentration of NMOC as specified in 40 CFR § 62.16718(a)(1) =
4000 ppmv as hexane

If the resulting emission rate is less than 34 Mg per year, then the owner or operator must submit an NMOC emission rate report and must recalculate the NMOC mass emission rate annually.

4. Explosive Limit Standards

Methane is the most likely LFG constituent to pose an explosion hazard. Other flammable LFG constituents such as Ammonia and NMOCs are unlikely to be present at concentrations high enough to pose an explosion hazard. However, the flammable NMOCs do contribute to total explosive hazard when combined with methane in a confined space.

Table 2.07b.2: Explosive Limits of Common Landfill Gas Components

Landfill Gas Component	Lower Explosive Limit (%)	Upper Explosive Limit (%)
Methane	5	15
Carbon Dioxide (CO ₂)	Not flammable or explosive.	
Nitrogen Dioxide (NO ₂)	Not flammable or explosive.	
Oxygen (O ₂)	Not flammable, but necessary to support explosions.	
Ammonia (NH ₃)	15	28
NMOCs		
Acrylonitrile	3	17
Benzene	1.2	7.8
1,1-dichloroethane	5.4	11.4
cis-1,2-dichloroethylene	5.6	12.8
Dichloromethane	13	23
Carbonyl Sulfide	12	29
Ethyl Benzene	0.8	6.7
Hexane	1.1	7.5
Methyl Ethyl Ketone	1.4 @ 200°F	11.4 @ 200°F
Tetrachloroethylene	Not combustible	Not combustible
Toluene	1.1	7.1
Trichloroethylene	8	10.5
Vinyl Chloride	3.6	33
Xylenes	0.9-1.1	6.7-7.0
Hydrogen Sulfide (H ₂ S)	4	44

As a precaution, due to public access to the Site, gas monitoring will follow ND Admin. Code § 33.1-20-06.1-02(4). According to ND Admin. Code § 33.1-20-06.1-02(4), methane and other gases from waste decomposition may not be allowed to migrate laterally from the landfill so as to endanger structures, environmental resources, or adjacent properties. The concentration of methane gas generated by landfills on the facility must not exceed twenty-five percent of the lower explosive limit for methane in structures or appurtenances on the facility and must not exceed the lower explosive limit for methane at the facility boundary. Monitoring of methane gas must be conducted at least quarterly as indicated in **Table 1.07b**, with

actual frequency of monitoring taking into consideration such factors as the facility site conditions, hydrogeologic conditions surrounding the site, or climate of the area.

5. Gas Monitoring Procedures

Calculated estimates of NMOC emissions from the landfill will be generated annually based on Tier 1 calculations as described in **Section 2.07.b.3**.

Gas quality monitoring on Site will be performed quarterly for the first year for baseline data collection, and thereafter will be performed three times per year, with no monitoring in winter due to typically higher atmospheric pressures. Gas monitoring will be primarily performed using a portable gas meter. Upon arrival to the site, monitoring personnel will verify the following information using the National Weather Service website, and shall record the information on the applicable field data form:

Table 2.07b.3: Weather Data Verification for Gas Monitoring

Condition	Unit
Temperature	°F
Cloud Cover	Estimated %
Humidity	%
Wind Direction	Cardinal Direction Degrees (N = 0°, E = 90°, S = 180°, W = 270°)
Wind Speed	mph
Barometric Pressure	In Hg
Dewpoint	°F
Visibility	mi
Wind Chill	°F

In order to proceed with gas quality monitoring, no precipitation can be in progress, wind speed must be 15 mph or less, and barometric pressure must be between 29 and 31 in Hg (mercury). If weather conditions are not suitable for gas monitoring, monitoring personnel will reschedule the monitoring for the next business day that forecast weather conditions are suitable.

If weather conditions are suitable for gas monitoring, monitoring personnel will proceed to the farthest upwind gas vent. Monitoring personnel will take position on the ground at the gas vent directly downwind of the vent and shall procure ambient air readings for the parameters indicated in **Table 2.07b.4** with the meter located as close to the vent as possible, and at a height of approximately five feet above the ground. Particulate matter will not be measured using a meter; however, any visually apparent particulate matter in the air shall be noted.

Measured concentrations will be recorded on the Gas Quality Monitoring Form, available in **Appendix 1**.

Gas monitoring will be performed likewise at each of the eight gas vents, proceeding in order from upwind to downwind. Suitable atmospheric conditions will be verified and recorded prior to monitoring at each vent, and the Gas Quality Monitoring Form completed for each vent.

Following completion of gas monitoring at the vents, similar gas monitoring will be performed on the interior of the leachate manhole, followed by the interior of each gas vent. The vents may be monitored in any order, but shall be monitored after the vent perimeters and leachate manhole interior. The points of measurement for gas quality readings in structures and vents shall be a minimum of three feet from the top of the structure.

Table 2.07b.4: Gas Monitoring Parameters

Parameter	Actionable Range in Ambient Air (%)	Actionable Range in Gas Vent (%)	Actionable Range in Manhole (%)
Methane	>1.25 ¹	1.25-15	>1.25 ¹
Carbon Dioxide (CO ₂)	>3 ²	N/A	N/A
Carbon Monoxide (CO)	>0.02 ²	N/A	N/A
Hydrogen Sulfide (H ₂ S)	Detectable by Meter	1-44	>1 ¹
Oxygen (O ₂)	N/A	N/A	N/A

Notes: 1. 25% of Lower Explosive Limit (Methane standard set forth in ND Admin. Code § 33.1-20-06.1-02.4)

2. National Institute for Occupational Safety and Health (NIOSH) Recommended Exposure Limit
(for shortest time limit published in NIOSH Pocket Guide to Chemical Hazards)

6. Gas Quality Reporting

Gas quality reporting shall be submitted annually in electronic format to the EPA and NDDEQ as part of the Site Annual Report, and shall include the following:

- (1) Summary of gas quality monitoring and results; and
- (2) NMOC emissions calculation.

In addition, accordance with ND Admin. Code § 33.1-20-06.1-02(4), if methane gas levels exceed twenty-five percent of the lower explosive limit for methane in structures or appurtenances on the facility or if methane gas levels exceed the lower explosive limit for methane during ambient air testing, the City will provide written notification the EPA and NDDEQ within seven days of discovery of the exceedance.

2.08 GROUNDWATER QUALITY

2.08a Objectives

2.08b Groundwater Monitoring Wells

1. Monitoring Well Network

Seven groundwater monitoring wells are located throughout the Site to monitor for the potential future releases of contamination above performance standards to the surficial aquifer. Locations of the groundwater monitoring wells are depicted in **Figure 2.08b.1** and tabulated in **Table 2.08b.1**. Numbered piezometers are nested respectively with monitoring wells of like numbers.

Figure 2.08b.1: Groundwater Monitoring Wells



Table 2.08b.1: Groundwater Monitoring Well Locations

Well ID	Northing	Easting	Ground Elevation (ft MSL)
OM-MW-1	444750.038	1766084.835	1698.761
OW-101-A	445223.923	1766814.111	1677.837
OW-102-A	445510.674	1767202.71	1652.600
OW-103-A	446565.224	1767335.797	1595.898
OW-104-A	446308.923	1767478.01	1601.857
OW-105-A	445825.264	1767713.052	1634.923
OW-107-A	446226.059	1767184.661	1600.829
P-101-B	445231.646	1766808.38	1677.924
P-102-B	445518.367	1767203.065	1652.004
P-103-B	446574.385	1767335.602	1595.861
P-105-B	445831.837	1767711.253	1634.940

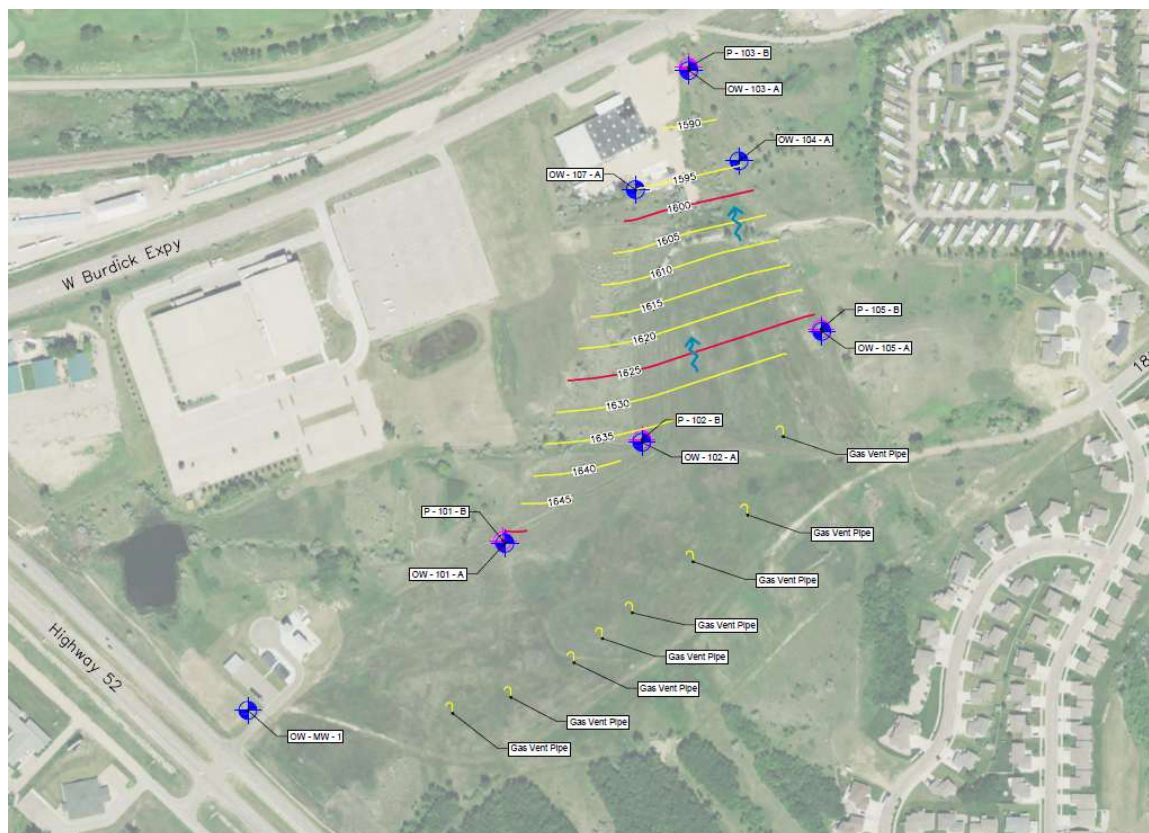
Data furnished by the City of Minot.

Horizontal Datum: North Dakota State Plane NAD83, North Zone, Distance Unit: US Survey Foot

Vertical Datum: NAVD88

Piezometric contours were developed based on groundwater monitoring well static water level data collected during a recent groundwater sampling event. These contours are depicted in **Figure 2.08b.2**.

Figure 2.08b.2: Groundwater Well Static Water Level Piezometric Contours



Monitoring Well OW-MW-1 is upgradient of the landfill. Monitoring Wells OW-101-A, OW-102-A, and OW-105-A are located within the facility property boundary. Monitoring Wells OW-103-A, OW-104-A, and OW-107-A are downgradient of the landfill property.

Table 2.08b.2: Groundwater Monitoring Well and Piezometer Functions

Well ID	Purpose
OM-MW-1	Background Groundwater Quality and Water Level
OW-101-A	Downgradient Groundwater Quality and Water Level
OW-102-A	Downgradient Groundwater Quality and Water Level
OW-103-A	Downgradient Groundwater Quality and Water Level
OW-104-A	Downgradient Groundwater Quality and Water Level
OW-105-A	Downgradient Groundwater Quality and Water Level
OW-107-A	Downgradient Groundwater Quality and Water Level
P-101-B	Water Level
P-102-B	Water Level
P-103-B	Water Level
P-105-B	Water Level

2. Well Abandonment or Removal

Should well abandonment or removal be proposed in the future, all applicable North Dakota Well Abandonment Rules [ND Admin. Code § 33.1-18-02-10] must be followed. Well abandonment or removal must be approved in writing by the EPA and NDDEQ prior to such abandonment or removal.

2.08c Groundwater Monitoring Procedures

1. Groundwater Quality Sampling

As specified in the ROD, groundwater sampling will be performed at the existing monitoring wells outside the waste limits as shown on **Figure 2.08b**. The purpose for monitoring each well is described in **Table 2.08b**. All the wells are screened in the surficial aquifer. Detailed well diagrams showing the depth, casing, screen interval, and backfill material are included in **Appendix 2**.

The wells were sampled quarterly for the first year after RA construction and have since been sampled annually, in accordance with the ROD.

For each monitoring event, the wells should be sampled in order of potentially increasing contamination. The sampling order is typically determined by the results of the previous monitoring event. This procedure will help limit the possibility for cross-contamination of the wells during sampling. Unless sampling results dictate a change based on groundwater quality results, the sampling order will be: OW-MW-1, OW-101-A, OW-102-A, OW-107-A, OW-105-A, OW-103-A, and OW-104-A.

Groundwater quality analytical parameters, methods, proposed detection limits, and standards are shown in **Table 2.08c**.

Table 2.08c: Groundwater Quality Analytical Parameters, Methods, and Standards

Grouping	Analyte	Analytical Method	Proposed Minimum Detection Limits (ug/L)	Performance Standards (ug/L)		
				MCL ⁽¹⁾	MCLG ⁽²⁾	SMC ⁽³⁾
Benzene & Compounds	Benzene	EPA 8260	0.3	5	0	--
	Toluene	EPA 8260	0.8	1,000	1,000	--
Halogenated Aliphatics	t-1,2-Dichloroethene	EPA 8260	1.0	100	100	--
	Tetrachloroethene	EPA 8260	0.5	5	0	--
	Vinyl Chloride	EPA 8260	0.5	2	0	--
Inorganics	Barium	EPA 200.7	10	2,000	2,000	--
	Chromium	EPA 200.7	50	100	100	--
	Copper	EPA 200.7	50	--	1,300	1000
	Zinc	EPA 200.7	50	--	--	5,000

Notes: The performance standards are the maximum contaminant levels (MCLs), maximum contaminant level goals (MCLGs), or secondary maximum contaminant levels (SMCLs) cited in 40 CFR 141 and 40 CFR 143, as required by the ROD.

(1) Maximum contaminant levels (MCLs) according to 40 CFR 141.11, 141.61 and 141.62.

(2) Maximum contaminant level goals (MCLGs) according to 40 CFR 141.50 and 141.51.

(3) Secondary maximum contaminant levels (SMCLs) according to 40 CFR 143.3.

The parameters were selected by:

1. Starting with the list of Chemicals of Concern (COCs) presented in Table 1 on page 13 of the ROD for all media (soil, air, etc.);
2. Eliminating COCs which were not detected in either groundwater or leachate during the RI;
3. Eliminating COCs which do not have either a maximum contaminant level (MCL), a maximum contaminant level goal (MCLG), or secondary maximum contaminant level (SMCL); and
4. Eliminating the polychlorinated biphenyl Aroclor 1254 which was detected in a leachate sample but was not detected in any of the monitoring wells surrounding the landfill. Aroclor 1254 is relatively insoluble in water and would not be expected to migrate away from the landfill.

Samples will be grab samples. Methods for well stabilization, purging, sample collection, decontamination, and Quality Assurance and Quality Control (QA/QC) procedures are specified in the QAPP.

2. Groundwater Level Monitoring

An electronic water level measuring device will be used to measure water levels at the piezometers and monitoring wells described in **Table 2.08b.2** annually. Water level measurements for each event should occur in order of potentially increasing contamination. The monitoring order is typically determined by the water quality results of the previous monitoring event. This procedure will help limit the possibility for cross-contamination of the wells during monitoring. Unless sampling results dictate a change based on groundwater quality results, the sampling order will be: OM-MW-1, P-101-B, OW-101-A, P-102-B, OW-102-A, OW-107-A, P-105-B, OW-105-A, P-103-B, OW-103-A, and OW-104-A.

Additionally, the probe and several feet of measuring tape from the probe will be decontaminated prior to measuring the water level at each well. Decontamination will consist of cleaning with a solution of phosphate-free detergent followed by a distilled water rinse.

Water level measurements will be taken prior to sampling so that water levels will be representative of static aquifer conditions which may be altered by well sampling stabilization procedures. Water levels will be measured to 0.01 foot.

All groundwater level readings for the system will be performed on the same day and within as short a time span as practical to limit possible interferences caused by fluctuations in the water table.

Time, well identification, and depth to groundwater will be recorded in a fillable pdf form during sampling; the completed form will be stored in pdf format. The field logbooks will be reviewable in pdf or compatible format.

3. Leachate Monitoring

The City's WWTP has indicated that no leachate quality or flow monitoring is required for treatment purposes. This was confirmed by the City Utilities Director. However, since the leachate collection line collects groundwater/leachate from a large area beneath the landfill, the effluent will be sampled and analyzed to provide a general indicator of water quality within the landfill. The leachate samples will be collected on the same schedule as groundwater samples from the monitoring wells.

The leachate sample will be a grab sample collected at the sanitary sewer manhole shown in **Figure 2.08c**.

Figure 2.08c: Leachate Sampling Location



The sampling methods are summarized in the QAPP.

Any proposal to discontinue leachate sampling must be first approved in writing by the EPA and NDDEQ prior to discontinuation of leachate sampling. No discontinuation is permissible until and unless EPA and NDDEQ have provided their written approval.

2.08d Groundwater Quality Reporting

The City must submit groundwater sampling and monitoring results annually to EPA and NDDEQ on or before March 1.

Reports must include the following:

- Summary of monitoring dates and locations;
- Summary of groundwater quality results;
- Summary of leachate quality and results; and
- Appended data for all chemical and physical analyses, including QA/QC data and water level measurements.

Any proposal to discontinue sampling and monitoring, in whole or in part, will be submitted to the EPA and NDDEQ to obtain approval prior to implementation. No discontinuation is permissible until and unless EPA and NDDEQ have provided their written approval.



3.00 CONTINGENCY PLAN

3.01 GENERAL

3.01a Contingency Plan Objective

This section presents potential additional response actions which may be necessary to meet the performance standards set forth in the ROD and ESDs and is therefore dubbed the Contingency Plan.

The purpose of the Contingency Plan is to:

- Identify occurrences at the Site such as natural disasters, vandalism, accidents, or failure of constructed design features that could lead to the release of solid waste, leachate, or gas which may in turn endanger human health or the environment.
- Establish the sequence and timing of response actions that would minimize hazards to human health or the environment.

Each contingency set forth herein has several possible solutions, and no contingency plan can directly address all circumstances encountered. Therefore, the City shall notify the EPA and NDDEQ of any incident within 12 hours of the incident, and regular discussions will be held on proposed actions and response status.

3.01b Records Storage and Access

A copy of this Contingency Plan will be kept at the following location at all times for reference by operations personnel and regulatory inspection personnel:

City of Minot
Public Works Department
1025 31st Street Southeast
Minot, ND 58701

The plan may be viewed by visiting or mailing a request to the City of Minot Public Works Department at the above address, via phone request to the City Utilities Director at (701) 857-4140, or via email request to PublicWorks@minotnd.gov.

3.02 EMERGENCY SERVICES

The Site is within a "911" service area. Ambulance service will be provided by the best available provider at the time of the emergency call.

At a minimum, on-site workers should have limited first aid and emergency equipment on-site for use during an emergency. The emergency equipment should consist mainly of first aid supplies and communication devices. Two primary emergency scenarios may occur: fire and accidents. Both emergencies may vary in extent of damage. The City will specify a safety officer to act as a coordinator during an emergency.

Procedures to be followed during an emergency (fire or accident) are as follows:

1. Evaluate extent of fire/accident.
2. Call 911 (if necessary). Ensure access for emergency responders as applicable and appropriate.
3. Close off fire area.
4. Utilize on-site equipment or materials to contain fire and begin extinguishing fire.
5. Work with Minot Fire Department to extinguish fire.
6. Notify EPA and NDDEQ within 12 hours of the emergency.
7. Evaluate impact of fire on landfill integrity.

Emergency actions for releases of waste materials are described in the Contingency Plan.

3.03 POTENTIAL CONTINGENCIES

Certain events that may occur at the Site could lead to the release of waste, leachate, or gas into the environment. These events could be the result of natural disasters, accidents, vandalism, or failure of constructed design features, etc. The contingencies identified herein have been divided into three categories: event-triggered contingencies, inspection-triggered contingencies, and monitoring-triggered contingencies. All three categories are discussed below.

3.03a Event-triggered Contingencies

Event-triggered contingencies may include but are not limited to severe rainfall, flood, leachate treatment difficulty, grass fire, or other sudden, unanticipated events. **Table 3.03a** lists potential event-triggered contingencies and strategies to address them.

Table 3.03a: Event-Triggered Contingencies

Event-Triggered Contingency	Result	Trigger Point(s)	Action
(1) Severe Rainfall	Threatened Embankment Stability	Cracking of landfill cap other than apparent shrinkage cracks, subsidence in excess of one inch.	Notify; report; immediately assess damage visually; immediately place sandbags, soil fill or riprap to temporarily stabilize embankment; check for cracking and differential movement; evaluate condition and design and prepare permanent repair procedures report; implement recommendations.
	Erosion	Erosion of landfill cap in excess of three inches deep.	Notify; report; within five days place temporary erosion controls, such as hay bales, erosion control mats, silt fences, or mulch; assess damage; make permanent repairs.

	Damaged Surface Water Control	Breaches of surface water berms not able to be addressed by routing maintenance activities, inoperable drainage feature not able to be cleaned by routine maintenance activities.	Notify; report; within five days place sandbags, soil fill and/or temporary piping to make surface water controls temporarily functional; remove sediments from outlets; evaluate and make permanent repairs.
(2) Grass/ Subsurface Fire	Damaged Vegetation, Waste Burning	Fire not immediately extinguishable	Notify; report; contact Minot Fire Department if necessary to extinguish fire; clear access roads for equipment access; immediately place soil over fire or use water to extinguish fire as appropriate; place temporary erosion controls; revegetate.
(3) Wastewater Treatment Plant (WWTP) Treatment Difficulty	Potential for City WWTP Discharge to be Out of Compliance with NPDES Permit Discharge Limits	Noncompliant effluent monitoring results	Notify; report; measure/sample leachate drain discharge and determine if Site discharge is causing WWTP difficulties; evaluate options for additional monitoring or pretreatment; determine and implement appropriate follow-up action.
(4) Explosion	Fire, Damage from Explosion	Explosion event	Notify; report; contact Minot Fire Department if necessary to extinguish fire, evaluate damage, determine and implement appropriate follow-up action.
(5) Severe Odor Complaints	Uncomfortable Conditions for Nearby Residents	Actionable odor presence as verified by Minot First District Health Unit	Notify; report; contact First District Health Unit to perform site inspection; verify and determine significance of odors, and determine if odors are a short- or long- term problem; evaluate options for reduction of odors to acceptable levels; determine and implement appropriate follow-up action.
(6) Vandalism	Potential for Hazards to	Vandalism resulting in unauthorized access or	Notify; report; perform appropriate temporary repairs as soon as possible to

Human Health or the Environment	exposure to health hazards	make the damaged system temporarily functional; implement permanent repairs as soon as practicable.
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*Notes: Notify - Action requires notification to EPA and NDDEQ within 7 days of the event-triggered contingency.
Report - Action requires plan and schedule of proposed corrective measures to be prepared and submitted to NDDEQ and EPA within 14 days for review and approval unless other arrangements are agreed to upon notification.*

3.03b Inspection-triggered Contingencies

Inspection-triggered contingencies may include but are not limited to signs of distress in the landfill cap, unacceptable leachate head increase, surface drainage problems, or other visually-apparent items. **Table 3.03b** lists specific items to be checked during regular facility inspections and triggers for further action.

Table 3.03b: Inspection-Triggered Contingencies

Inspection-Triggered Contingency	Result	Trigger Point	Action
(1) Leachate Seepage at Four Known Historical Point Seeps (See Section 3.04c.5)	Continued Seepage at the Ground Surface	Notation of active seepage.	Notify; report; develop plan for installation of leachate collection system laterals; implement plan.
(2) Leachate Seepage in Previously Unidentified Location	Potential for Surface Water Contamination	Notation of active seepage.	Notify; report; immediately assess damage; within five days place temporary berm(s) to control seep; pump contaminated water to leachate drain; evaluate cause; design and implement permanent repairs.
(3) Leachate Head Increase	Potential for Leachate Seepage and Gas System Impairment	Leachate head in excess of 12 inches above invert of leachate collection system as measured semiannually at gas vents 1 & 8.	Notify; report; evaluate cause of leachate head buildup; determine and implement appropriate follow-up action.
(4) Erosion or Degradation of Cap	Increased Leachate Generation, Potential Surface Water Contamination	Notation of erosion or degradation not reparable	Notify; report; immediately assess damage; within two weeks place temporary erosion controls;

			by routine maintenance activities.	evaluate cause; design and implement permanent repairs.
(5)	Clogged Surface Water Controls	Erosion	Notation of clogged surface water controls not reparable by routine maintenance activities.	Notify; report; within five days place temporary erosion controls; remove cause of clogs; assess damage; repair erosion; evaluate design and make any needed changes; clean pipes and ditches as needed.
(6)	Leachate Drainage System Failure	Potential Groundwater Contamination	Notation of leachate accumulation in leachate sampling manhole.	Notify; report; evaluate impact; evaluate cause; repair or replace failing component and/or clean as appropriate.
(7)	Stressed Vegetation	Erosion	Notation of areas of stressed vegetation in excess of 50 square feet (SF) in size.	Notify; report; evaluate need for additional investigation to determine cause of stressed vegetation; determine and implement appropriate follow-up action.
(8)	Blocked or Improperly Functioning Gas Vents	Potential for Gas Contamination of Cap or Migration into Surrounding Subsurface Soils	Notation of blockage or improper function not reparable by routine maintenance activities.	Notify; report; evaluate impact; evaluate cause; repair or replace failing component and/or clean as appropriate.
(9)	Damaged or Improperly Functioning Wells or Piezometers	Potentially Inaccessible Monitoring Well or Piezometer	Notation of damage or improper function not reparable by routine maintenance activities.	Notify; report; assess damage; perform necessary repairs and maintenance.

(10) Uncontrolled Vegetative Growth	Potential for Increased Leachate Generation Due to Deep Root Penetration into Cap	Due to the nature of the native vegetation and the desire to maintain natural conditions, grass-type vegetation heights will not be limited. Tree growth to heights taller than the native vegetation will not be allowed.	Notify; report; mow or remove vegetative species and repair cap as necessary.
(11) Damage by Burrowing Animals	Potential for Increased Leachate Generation	Indication by pest control entity that burrowing is excessive.	Notify; report; fill burrows or holes in cap; evaluate need for site extermination.
(12) Excessive Settlement of Cap	Potential for Increased Leachate Generation from Depressions	Notation of settlement in excess of 6 inches deep and/or or in excess of 50 square feet (SF) in coverage area.	Notify; report; within two weeks fill depressions with additional soil and grade to drain; surface should include minimum of 6- inches of topsoil underlain by minimum of 12-inches of rooting soil material loosely placed; seed in accordance with approved seed mixture.

*Note: Notify - Action requires notification to NDDEQ and EPA within 7 days of the inspection-triggered contingency.
Report - Action requires plan and schedule of proposed corrective measures to be prepared and submitted to EPA and NDDEQ within 14 days for review and approval unless other arrangements are agreed to upon notification.*

3.03c Monitoring-triggered Contingencies

Monitoring-triggered contingencies may include but are not limited to contamination of groundwater beyond action levels. **Table 3.03c** lists this potential monitoring triggered contingency.

Table 3.03c: Monitoring-Triggered Contingencies

Monitoring -Triggered Contingency	Result	Trigger Point	Action
(1) Exceedance of Groundwater Standard	Adverse Impact to Groundwater Quality	As Identified in Table 2.08c.	Notify; report.
(2) Exceedance of Gas Monitoring Standard	Adverse Impact to Air Quality	As Identified in Table 2.07b.4.	Notify; report.

Note: Notify - Action requires notification of the monitoring-triggered contingency within 7 days to EPA and NDDEQ. Report - Action requires plan and schedule of proposed corrective measures to be prepared and submitted to EPA and NDDEQ within 30 days for review and approval unless other arrangements are agreed to upon notification.

3.04 CORRECTIVE ACTIONS

3.04a Emergency Actions

Many of the event-triggered contingencies such as natural disasters, vandalism, fire, embankment failure, explosive hazards, or leachate spill may require an emergency response. Such responses typically need to be implemented immediately and may involve equipment and personnel beyond those routinely involved with facility operation. These additional resources could include city fire and police departments, and additional contractor equipment and personnel. The following paragraphs summarize the general emergency actions which may be necessary in response to each identified event-triggered contingency, excluding treatment difficulty and severe odor complaints which are subsequently discussed as a non-emergency event.

1. General

In the event of emergencies at the Site, City personnel must be contacted. The following is the key contact for the City for monitoring, operation, and maintenance at the Site:

City of Minot
Public Works Department
1025 31st Street Southeast
Minot, ND 58701
(701) 857-4140
PublicWorks@minotnd.gov

2. Equipment Availability

The City maintains several pieces of equipment which could be utilized for emergency action at the Site. A partial list of available equipment (as of March 2023) is:

- Various trucks
- Tractor backhoe
- Front-end loader
- Grader
- Flusher truck

- Hydro-excavation equipment
- Skidsteer loader
- Air monitoring equipment
- Water sampling equipment

3. Severe Rainfall Emergency Response

Though historical 25-year storm events have not typically resulted in damage to the Site, this recurrence interval will serve as a benchmark for the requirement of additional Site inspections related to stormwater events. It is important to consider not only the amount of precipitation that falls, as a more intense precipitation event over a shorter duration may have the potential to result in equivalent or greater impacts than a precipitation event of longer duration and less intensity. Therefore, the following criteria based on National Oceanic and Atmospheric Administration (NOAA) Atlas 14 will be implemented as the events that will trigger additional inspections beyond those routinely performed:

- 25-year, 24-hour precipitation depth: Precipitation in excess of 3.74 inches over a 24-hour duration will trigger the requirement for additional inspection.
- 25-year, 60-minute precipitation intensity: Precipitation in excess of 1.87 inches in a 60-minute period will trigger the requirement for additional inspection.

The basis for requiring additional inspection will be precipitation published on the National Weather Service website. A rain gauge will also be maintained on site and will be used during supplemental inspections to verify precipitation amounts as feasible.

As soon as weather permits, the Park District shall inspect the Site to determine any damage to the vegetation, berms, cap, surface water controls, and monitoring systems. As may be necessary, the Park District may, among other necessary actions, place temporary erosion controls such as hay bales, soil fill, or mulch to minimize further erosion, place sandbags or riprap to stabilize facility features, and/or place sandbags and temporary piping to make surface water controls temporarily functional. Sediment may also require removal from berms, swales, and outlets. Sediment removal will be performed as necessary by the Park District.

4. Flood Emergency Response

Due to the relatively high elevation of the Site and absence of historical flooding of the Site during major area rainfall and flood events, flooding is not considered a likely contingency item. In addition, the entire site lies well outside the 100-year floodplain as published on FEMA FIRM panels 38101C0777D and 38101C0779D. Figure 3.04 below depicts the site location on aggregated FIRM panels.

Figure 3.04: FEMA FIRM and Floodplain Data



5. Explosive Conditions Emergency Response

In accordance with ND Admin. Code § 33.1-20-06.1-02(4), if methane gas levels exceed twenty-five percent of the lower explosive limit for methane in structures or appurtenances on the facility or if methane gas levels exceed the lower explosive limit for methane at the facility boundary, the City will take immediate action to protect public health. This may include installation of temporary controls to restrict access to various portions of the facility, temporary closure of the facility, and/or public notices, depending on the nature and severity of the event. The NDDEQ and EPA will be notified of the event within 12 hours of its discovery, and appropriate remedial measures will be implemented within 60 days of the discovery.

6. Air Quality, Water Quality Emergency Response

Immediately take action to protect public health, notify the NDDEQ and EPA within 12 hours of discovery, and implement remedial measures within 60 days.

If an air quality or water quality emergency includes a release or spill, contact the National Response Center at (800) 424-8802.

7. Grass Fire Emergency Response

Contact the Minot Fire Department for assistance. Clear all access roads of equipment to facilitate emergency vehicle access. Attempt to extinguish fire using water, fire extinguisher, or soil.

8. Vandalism Emergency Response

For acts of vandalism that create hazards to human health and the environment or otherwise impact the integrity of the remedy, appropriate temporary repairs should be performed as soon as possible to make the damaged system temporarily functional.

3.04b Follow-up to Emergency Actions

NDDEQ and EPA will be contacted within 12 hours of the occurrence.

As soon as possible following the occurrence and emergency response to an event requiring emergency actions, a detailed inspection of the affected areas will be performed by the City or its designated representative. The purpose of the inspection will be to assess the degree and extent of damage, if any, to the landfill cap, surface water controls, leachate drainage system, monitoring systems, access roads, fencing, etc. The extent of any damage will be described in detailed inspection notes and photographs.

Within seven days of the inspection, a brief report will be prepared by the City or its designated representative that describes the effects of damage, if any, on the intended purposes of the engineering features of the facility. The report will also identify repair procedures that generally will restore the features to their pre-damage condition. Upon its completion, the report and repair schedule will be submitted to the EPA and NDDEQ.

3.04c Events Not Requiring Emergency Action

Inspection-triggered and monitoring-triggered contingencies such as small cracks in embankments or the cap, a gradual embankment or cap movement trend, leachate seeps, leachate treatment difficulty, minor erosion, leachate head buildup, detects in leachate leak detection devices, surface drainage problems, and water quality violations generally will not require an emergency response. These contingencies may require interim response actions, continued or enhanced monitoring, assessment of the extent of the problem, and evaluation of the design prior to implementation of final repairs or remedial actions. The following paragraphs summarize non-emergency actions which may be necessary in response to specific event-, inspection-, and monitoring-triggered contingencies.

1. Ambient Air Quality

In accordance with ND Admin. Code § 33.1-20-06.1-02(4), if methane gas levels exceed twenty-five percent of the lower explosive limit for methane in structures or appurtenances on the facility or if methane gas levels exceed the lower explosive limit for methane at the facility boundary, the City will notify the EPA and NDDEQ within seven days.

The City will immediately take action to protect public health and implement remedial measures within 60 days.

2. Water Quality

The following discussion describes the general procedures to follow for actions related to water quality problems. The procedure is divided into two steps: the first step is verification of the problem; the second is the response to employ if the first step is indicative of a problem. Each problem has several possible solutions, and no contingency plan or action can directly address all circumstances encountered. Therefore, this plan is conceptual and flexible, to be used as a preliminary guide by all those associated with the initial response. The initial steps identified here will help define the plan of action to be followed for specific contingency occurrences. For the purposes of the City's responsibilities and obligations discussed below, the

City may engage an outside contractor to complete the necessary responsibilities and obligations on its behalf.

- If a water quality action level defined by the ROD and ESD's performance standards is exceeded, the City shall notify the EPA and NDDEQ within 12 hours in writing and prepare and submit a plan with a schedule of proposed evaluation measures for review and approval, unless other arrangements are made with the EPA's and NDDEQ's approval.
- Check all sampling, sample handling, and analytical procedures to verify that proper techniques were used.
- Determine the potential implications of the elevated parameters by examining background and historical data, reviewing regional and time variations in water quality, and ascertaining if all monitoring points are showing elevated levels or if the occurrence is localized.
- If necessary, resample to verify results.
- If similar results are found from resampling, evaluate the results for potential impact to human health and the environment.
- Based on the significance of the results, determine if immediate action is needed or if continued or expanded monitoring is sufficient. (Expanded monitoring may include increasing the frequency of sampling.)
- Determine, if possible, the source of the problem and take mitigative/correction action, as appropriate.

During the time period covering the above actions, routine water monitoring will also continue according to the regular schedule discussed herein.

Once the above evaluation is complete and the conclusion is reached that a problem is occurring, the next step is to determine the nature and extent of that problem. This may be done by continuing to monitor the existing monitoring points or by installing additional monitoring points. The information gathered during this period of investigation will be submitted by the City to the EPA and NDDEQ in a report.

The result will then be used by the City to complete a feasibility study that will determine the remedial action needed, if any, to correct the problem. Examples of remedial actions, which may be selected individually or in combination, are:

1. Continuing the monitoring of groundwater and, if necessary, expanding the monitoring system.
2. Repairing the landfill cap or surface drainage features that have been identified as the cause of the problems.
3. Repairing or expanding the leachate drainage system in the fill area if it has been identified as the cause of the problem.
4. Installation of a groundwater extraction system and/or groundwater flow barrier.

3. Wastewater Treatment Plant Treatment Difficulty

The following discussion describes the general procedures the City shall follow for actions related to the City's WWTP treatment difficulty in meeting its NPDES permit discharge limits.

- If the City's WWTP reports difficulty in meeting its NPDES permit discharge limits and attributes the difficulty to the Site, the City shall notify the EPA and NDDEQ within 12 hours in writing and

prepare and submit a plan, along with a schedule of proposed corrective measures to EPA and NDDEQ for review and approval, unless other arrangements are made with the EPA's and NDDEQ's approval.

- The City shall measure flows and water quality at the Site discharge to sanitary sewer in a manner recommended by the WWTP and evaluate the possibility that difficulty in meeting NPDES discharge limits is not due to the Site discharge.
- Based on the significance of the results, the City shall determine if immediate action or additional monitoring is needed.
- If it is determined that the difficulty is due to the Site discharge and that monitoring alone is not sufficient, the City shall evaluate pretreatment options for continuing the discharge to the sanitary sewer, or alternative treatment and discharge methods.

During the time period covering the above actions, leachate will continue to be discharged to the sanitary sewer as originally designed.

The results of the above actions will be used by the City to complete a feasibility study that will determine the remedial action needed, if any, to correct the problem. Examples of remedial actions, which may be selected individually or in combination, are:

1. Routine monitoring of leachate discharge.
2. Leachate pre-treatment at the Site prior to discharge to sanitary sewer.
3. Installing valve at discharge to sanitary sewer to limit flows.

4. Severe Odor Complaints

The following discussion describes the general procedures the City shall follow for actions related to severe odor complaints from the Site.

- If nearby residents adjacent to the landfill report severe odor problems, the City shall notify the EPA and NDDEQ within 12 hours in writing and prepare and submit a plan with a schedule of proposed evaluation measures to the EPA and NDDEQ for review and approval unless other arrangements are made with the EPA's and NDDEQ's approval.
- The City shall contact First District Health Unit to perform an inspection to verify odors and determine their significance by inspecting the area of complaints and performing interviews to determine if odors are isolated events or a repetitive problem.
- The City, with assistance from First District Health Unit as necessary, shall determine if odor problems are short-term occurrences resulting from evolving landfill conditions or a long-term occurrence.
- If odors are determined to be a repetitive problem and are determined to be a significant long-term occurrence, the City shall determine if immediate action is required and evaluate options for minimizing or eliminating the odor problems.

During the time period covering the above actions, the gas venting system will continue to operate as originally designed.

If necessary, the results of the above actions will be used by the City to complete a feasibility study that will determine the remedial action needed, if any, to correct the problem. Examples of remedial actions, which may be selected individually or in combination, are:

1. Removing wind turbines and installing inverted vent outlets.
2. Installing an active gas system to collect the gases and discharge them from a tall stack.
3. Utilizing a commercial-grade deodorizer.
4. Implementing a telephone hotline number to call and submit complaints.

5. Leachate Seeps

Historically four leachate seeps have been detected. Those seeps were monitored for the first year after discovery. The leachate drain system eventually reduced the leachate level as designed, and the seeps dried up. In the event new seeps emerge:

- Seeps would be monitored monthly for one year after discovery.
- If the newly discovered seeps remain active after one year of monitoring, additional laterals may be added to the leachate drain system to enhance leachate draining in the vicinity of the seep.

3.05 CONTINGENCY REPORTING

In general, whenever a contingency as outlined in **Tables 3.03a, 3.03b and 3.03c** occurs at the Site, the City is to provide the EPA and NDDEQ with timely written notice and reporting of the contingency as follows:

The City shall notify the EPA and NDDEQ in writing within seven days of City's discovery of the following events:

- Detection of chemicals or chemical concentrations or other factors that may prevent the RA from meeting performance standards specified in the ROD and ESDs,
- Noncompliance of the RA with performance standards specified in the ROD and ESDs,
- Indications that the RA is not performing as designed and, therefore, requires corrective measures, and
- Detection of chemicals or chemical concentrations in excess of the performance standards.

Within 14 days of any of the above specified events, the City shall submit a plan and schedule to the EPA and NDDEQ for the proposed corrective measures for review and approval. The City shall also submit a work plan to the EPA and NDDEQ for the specific evaluation and/or corrective measures. The EPA and NDDEQ shall review and approve such submissions in accordance with **Section XII in the Consent Decree**.

3.06 AMENDMENT OF CONTINGENCY PLAN

A modified contingency plan will be prepared and submitted to the EPA and NDDEQ whenever the operation or maintenance of the Site changes or when a release at or failure of the Site occurs that indicates revised procedures are necessary.



4.00 REFERENCES

Remedial Investigation Report, Old Minot Landfill Superfund Site, Volumes 1 through 4. Donohue, February 1992.

Feasibility Study Report, Old Minot Landfill Superfund Site. Donohue, August 1992.

Record of Decision. EPA, June 1993.

Kickoff Meeting Minutes for January 23, 1996 Meeting Between the City of Minot, EPA, NDDH and Wenck. Wenck, 1996.

Consent Decree (including the Statement of Work which is an appendix to the Consent Decree). United States of America and City of Minot, February 7, 1996.

Remedial Design Report, Old Minot Landfill Superfund Site. Wenck, April 1996.

Explanation of Significant Differences. EPA, April 10, 1996.

Health and Safety Plan. Wenck, May 1996.

Monitoring, Operations and Contingency Plan; Old Minot Landfill Superfund Site. Wenck, October 1996.

EPA, 2022. *Explanation of Significant Differences*, October 7, 2022.

Maysa MSW Facility Minot, ND Work Plan for Passive Recreation Use of Property. Ackerman-Estvold, March 2023.

North Dakota Solid Waste Management Rules. NDDEQ, Updated March 2023.

Reuse Workplan

Quality Assurance Project Plan

Health and Safety Plan



APPENDIX 1

INSPECTION FORMS

**FACILITY INSPECTION
GAS MONITORING FIELD DATA
GROUNDWATER MONITORING FIELD DATA**



OLD MINOT LANDFILL SUPERFUND SITE INSPECTION

To be completed monthly, March through October of each year.

Date:

Time:

Temperature/Weather Comments:

Name of Person Performing Inspection:

Park District Monthly Site Inspection Items

1. Signs of Vandalism? (locks intact, holes in fence, etc.) Action Taken:	☐ Yes ☐ No ☐ N/A
2. Uncontrolled vegetative growth? (Trees, Noxious weeds, etc.) Action Taken:	☐ Yes ☐ No ☐ N/A
3. Excessive erosion on landfill cap? Action Taken:	☐ Yes ☐ No ☐ N/A
4. Excessive rutting or lack of vegetation on trail areas? Action Taken:	☐ Yes ☐ No ☐ N/A
5. Damage or indication of the presence of rodents or burrowing animals? Action Taken:	☐ Yes ☐ No ☐ N/A
6. Stressed vegetation? Action Taken:	☐ Yes ☐ No ☐ N/A
7. Excessive settlement of landfill cap? Action Taken:	☐ Yes ☐ No ☐ N/A
8. Leachate seepage on or around the landfill cap, including well abandonment locations within the landfill waste boundaries? Action Taken:	☐ Yes ☐ No ☐ N/A
9. Groundwater monitoring wells not intact or unlocked? Action Taken:	☐ Yes ☐ No ☐ N/A
10. Blocked or improperly functioning stormwater drainage structures? (examples: catch basins, culverts, ditches) Action Taken:	☐ Yes ☐ No ☐ N/A
11. Blocked or improperly functioning gas vents? Action Taken:	☐ Yes ☐ No ☐ N/A
12. Compromised integrity of fence and locking gates? (pay special attention to areas where erosion may displace fenceposts) Action Taken:	☐ Yes ☐ No ☐ N/A
13. Additional Items of Note, Comments, and Additional Actions Taken:	



City of Minot Periodic Inspection Items

1. Stressed vegetation? <i>(check semiannually in March and October)</i> Action Taken:	☐ Yes ☐ No ☐ N/A
2. Excessive settlement of landfill cap? <i>(check semiannually in March and October)</i> Action Taken:	☐ Yes ☐ No ☐ N/A
3. Leachate seepage on or around the landfill cap, including well abandonment locations within the landfill waste boundaries? <i>(check semiannually in March and October)</i> Action Taken:	☐ Yes ☐ No ☐ N/A
4. Blocked or improperly functioning leachate drain? <i>(check during annual groundwater sampling)</i> Action Taken:	☐ Yes ☐ No ☐ N/A
5. Damaged or improperly functioning groundwater wells? <i>(check during annual groundwater sampling in May)</i> Action Taken:	☐ Yes ☐ No ☐ N/A
6. Blocked or improperly functioning gas vents? <i>(check during gas sampling in April, July, and October)</i> Action Taken:	☐ Yes ☐ No ☐ N/A
7. Additional Items of Note, Comments, and Additional Actions Taken:	



OLD MINOT LANDFILL SUPERFUND SITE GAS MONITORING FIELD DATA

To be completed in April, July, and October of each year.

BEGIN AT THE MOST UPWIND VENT AND PROCEED DOWNWIND THROUGH ALL 8 GAS VENT EXTERIORS, THEN TO THE LEACHATE MANHOLE, THEN TO GAS VENT INTERIORS FROM UPWIND TO DOWNWIND.

Date:

Time Started:

Name of Person Performing Inspection:

Time Finished:

Weather Data (as reported on the National Weather Service website):

Precipitation in Progress ☐ Yes ☐ No

Wind Speed ____ mph

Wind Direction ____°

Cardinal Direction Degrees (N = 0°, E = 90°, S = 180°, W = 270°)

Barometric Pressure ____ in Hg

Temperature ____ °F

Wind Chill ____ °F

Cloud Cover Estimated ____%

Humidity ____%

Dewpoint ____ °F

Visibility ____ mi

NOTE:

TO PROCEED WITH SAMPLING AT EACH LOCATION:

- **NO PRECIPITATION CAN BE IN PROGRESS**
- **WIND SPEED MUST BE 15 MPH OR LESS**
- **BAROMETRIC PRESSURE MUST BE BETWEEN 29 AND 31 IN Hg**

IF THESE CONDITIONS ARE NOT MET, RESCHEDULE SAMPLING FOR NEXT BUSINESS DAY THAT FORECAST WEATHER CONDITIONS ARE SUITABLE.

IF REQUIRED WEATHER CONDITIONS ARE MET, PERFORM REQUIRED GAS MONITORING AT ALL 8 GAS VENT EXTERIORS, PROCEEDING FROM THE MOST UPWIND VENT TO THE MOST DOWNWIND VENT, THEN TO THE LEACHATE MANHOLE, THEN TO INTERIORS OF GAS VENTS FROM UPWIND TO DOWNWIND.

For ambient air readings, take position on the ground directly downwind of the gas vent and procure readings for the listed parameters with the meter located as close to the vent as possible, at a height of approximately five feet above the ground. For leachate manhole and interiors of gas vents, procure readings at least three feet down inside the structure.

Gas Vent Number or Leachate Manhole:

☐ Interior ☐ Exterior

Methane Concentration (%):

Carbon Dioxide Concentration (%):

Carbon Monoxide Concentration (%):

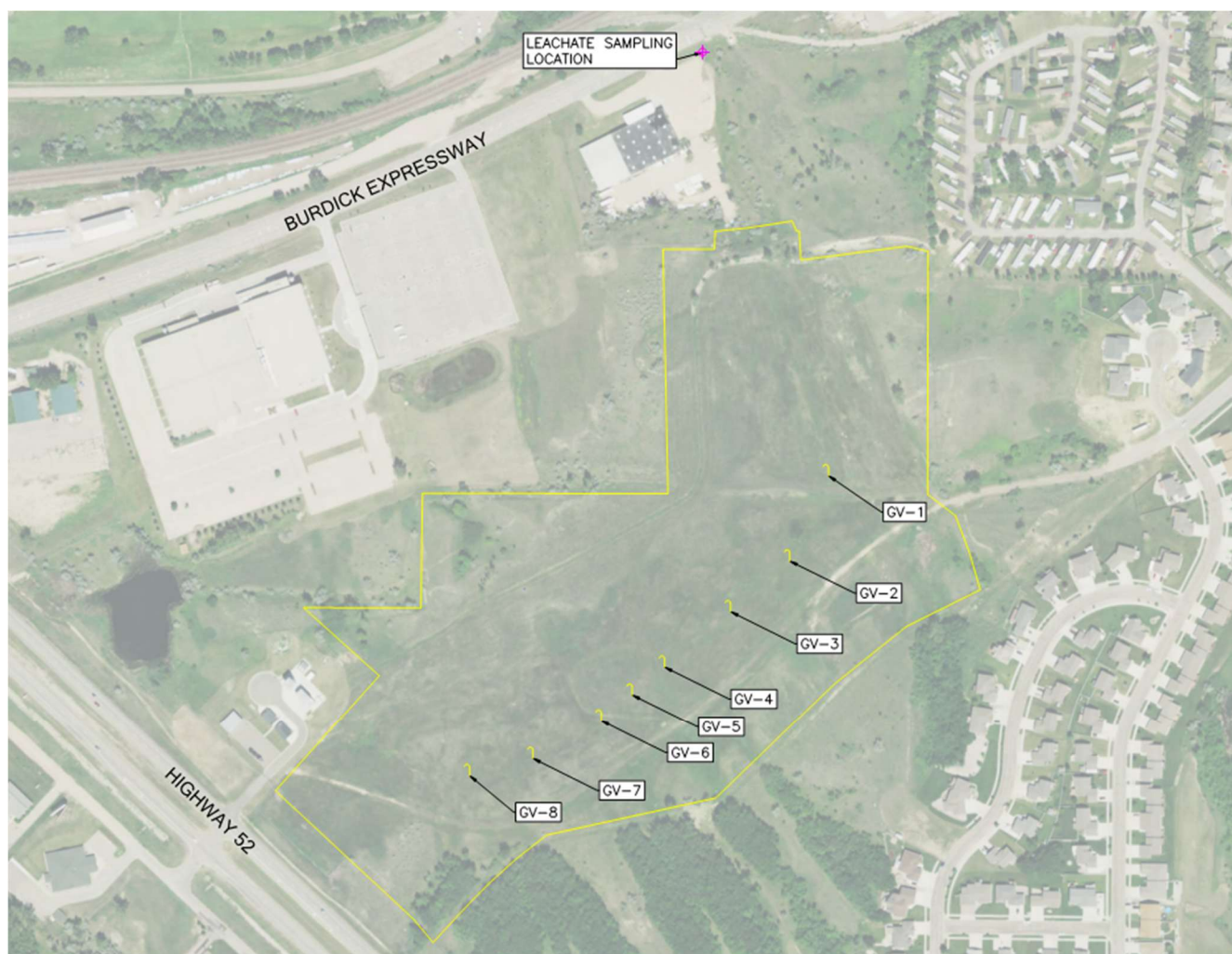
Hydrogen Sulfide Concentration (%):

Oxygen Concentration (%):

Were any of the above concentrations within the actionable range (see table on following page)?

☐ Yes ☐ No

Parameter	Actionable Range in Ambient Air / Gas Vent Exterior (%)	Actionable Range in Gas Vent Interior (%)	Actionable Range in Manhole (%)
Methane	>1.25	1.25-15	>1.25
Carbon Dioxide (CO ₂)	>3	N/A	N/A
Carbon Monoxide (CO)	>0.02	N/A	N/A
Hydrogen Sulfide (H ₂ S)	Detectable by Meter	1-44	>1
Oxygen (O ₂)	N/A	N/A	N/A





OLD MINOT LANDFILL SUPERFUND SITE GROUNDWATER MONITORING FIELD DATA

To be completed annually in May of each year in addition to laboratory / field sampler's standard field data form.

Name of Person Performing Inspection:

Date:

Weather Data (as reported on the National Weather Service website):

Temperature ____ °F

Cloud Cover Estimated ____%

Humidity ____%

Wind Direction ____

Cardinal Direction Degrees (N = 0°, E = 90°, S = 180°, W = 270°)

Wind Speed ____ mph

Barometric Pressure ____ in Hg

Dewpoint ____ °F

Visibility ____ mi

Wind Chill ____ °F

**SAMPLE WELLS IN ORDER OF POTENTIALLY INCREASING CONTAMINATION
AS DETERMINED BY THE RESULTS OF THE PREVIOUS MONITORING EVENT.
UNLESS SAMPLING RESULTS DICTATE A CHANGE, THE SAMPLING ORDER WILL BE:
OW-MW-1, OW-101-A, OW-102-A, OW-107-A, OW-105-A, OW-103-A, OW-104-A, LEACHATE**

Number wells in order of prescriptive sampling order, first to last:

____ OW-MW-1
____ OW-101-A
____ OW-102-A
____ OW-103-A
____ OW-104-A
____ OW-105-A
____ OW-107-A
____ 8 Leachate Manhole

Well:

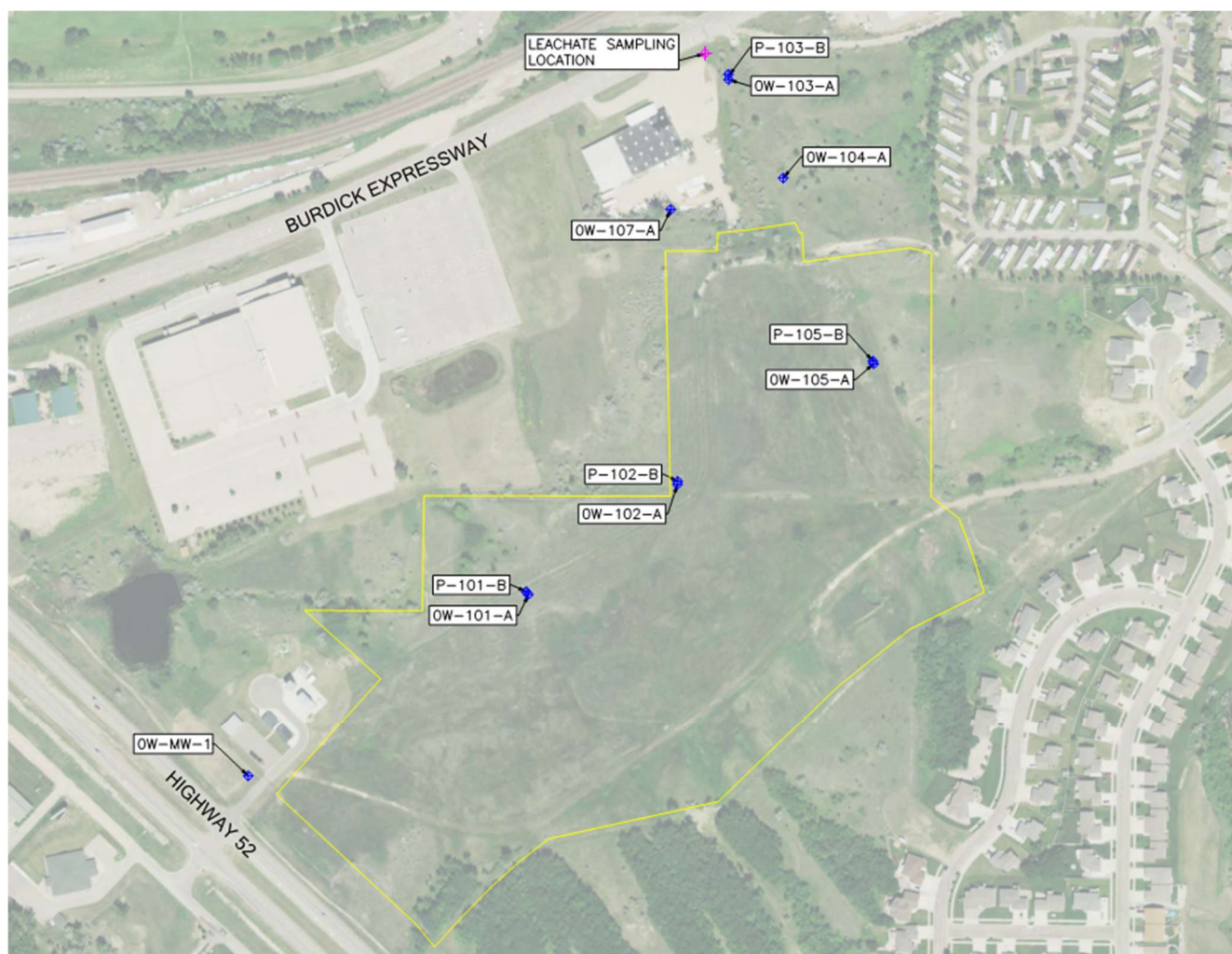
Time:

Is well damaged, blocked, or improperly functioning? ☐ Yes ☐ No If yes, explain:

Water Level Prior to Sampling (ft):

Procure applicable samples to perform laboratory tests as indicated for the applicable parameters on the following page.

Grouping	Analyte	Analytical Method	Proposed Minimum Detection Limits (ug/L)	Performance Standards (ug/L)		
				MCL ⁽¹⁾	MCLG ⁽²⁾	SMC ⁽³⁾
Benzene & Compounds	Benzene	EPA 8260	0.3	5	0	--
	Toluene	EPA 8260	0.8	1,000	1,000	--
Halogenated Aliphatics	t-1,2-Dichloroethene	EPA 8260	1.0	100	100	--
	Tetrachloroethene	EPA 8260	0.5	5	0	--
	Vinyl Chloride	EPA 8260	0.5	2	0	--
Inorganics	Barium	EPA 200.7	10	2,000	2,000	--
	Chromium	EPA 200.7	50	100	100	--
	Copper	EPA 200.7	50	--	1,300	1000
	Zinc	EPA 200.7	50	--	--	5,000





APPENDIX 2

WELL DIAGRAMS

WELL/PIEZOMETER COMPLETION DIAGRAM

Project Old Minot Landfill
 Location Minot along Hwy 2852 right-of-way
 Geologist Dennis Elrod

WDO No. R8-8605-04

Well Number OM-MW-1

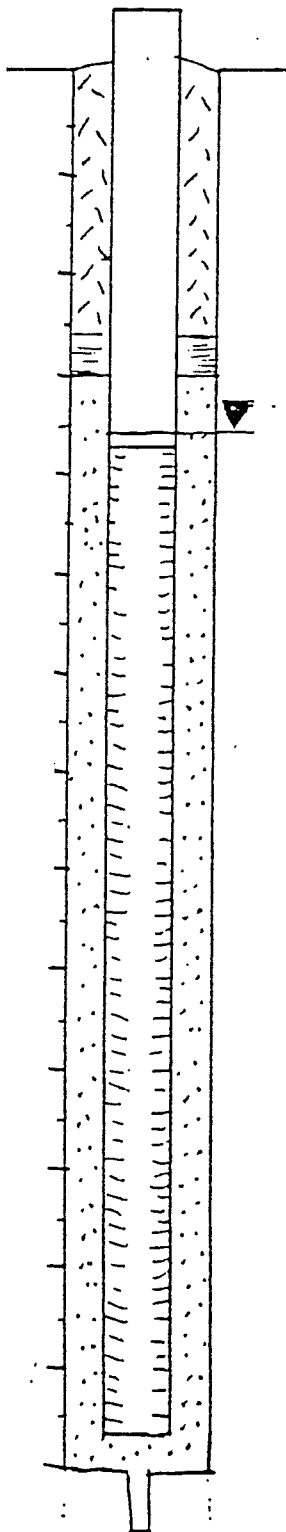
Date(s) of Installation 06-04-86

Depth to Water 7.1 feet (G.L.)

Elevation from Measuring Point Not measured

Depth (ft.)

2
4
6
8
10
12
14
16
18
20
22
24
26
28
30



DRILLING SUMMARY:

Driller Water Supply, Inc.

Rig Type Mobile B-40

Drilling Method Hollow stem auger

Bit(s) Teeth

Drilling Fluid None

Surface Casing 4\" steel

Hollow Stem/Drive Casing I.D. (in.) 4\"

Total Depth of Boring (ft.) 29.5'

Borehole Diameter (in.) 8\"

WELL DESIGN:

Completion Above Grade X Below Grade _____
 Basis: Geological Log X Geophysical Log NONE
 Type _____

Total Depth of Well (ft.) 27.4

Casing String(s): C-casing S-screen

+2.5' above GL	7.4	C	-	-
7.4'	- 27.4	S	-	-

Casing: Timco Schedule 80 PVC 2\" dia.

Screen: 2 10' lengths PVC, 0.10 slot 2\" dia.

Centralizers none

Gravel/Sand Pack 6.0 to 28.0 feet

10 mesh silica sand

Bentonite Seal(s) 5.0 to 6.0 feet

feet

Bentonite (type) Enviroplug pellets Wyo-Ben, Inc.

Backfill (cuttings) _____ to _____ feet

Cement Seal(s) 0.0 to 5.0 feet

feet

Cement Composition Portland Dakota Type II with 5% bentonite powder

Protective Casing +2.5 to -0.5 feet

Protective Casing Type Brainard-Killman type design

Other 80 gallons water from municipal supply during installation. Removed during development.

WELL DEVELOPMENT:

Method Air Lifting with 150 cfd compressor, 1/2\" tubing w/oil filter and jetting tool.

Duration 2 1/2 min Estimated production See below gpm

Water Appearance Sediment reduced, silt slight

at end of development

Remarks: Production 1.05 gpm during first 10 minutes

0.59 gpm during first 57 min

0.21 after 3 hours development

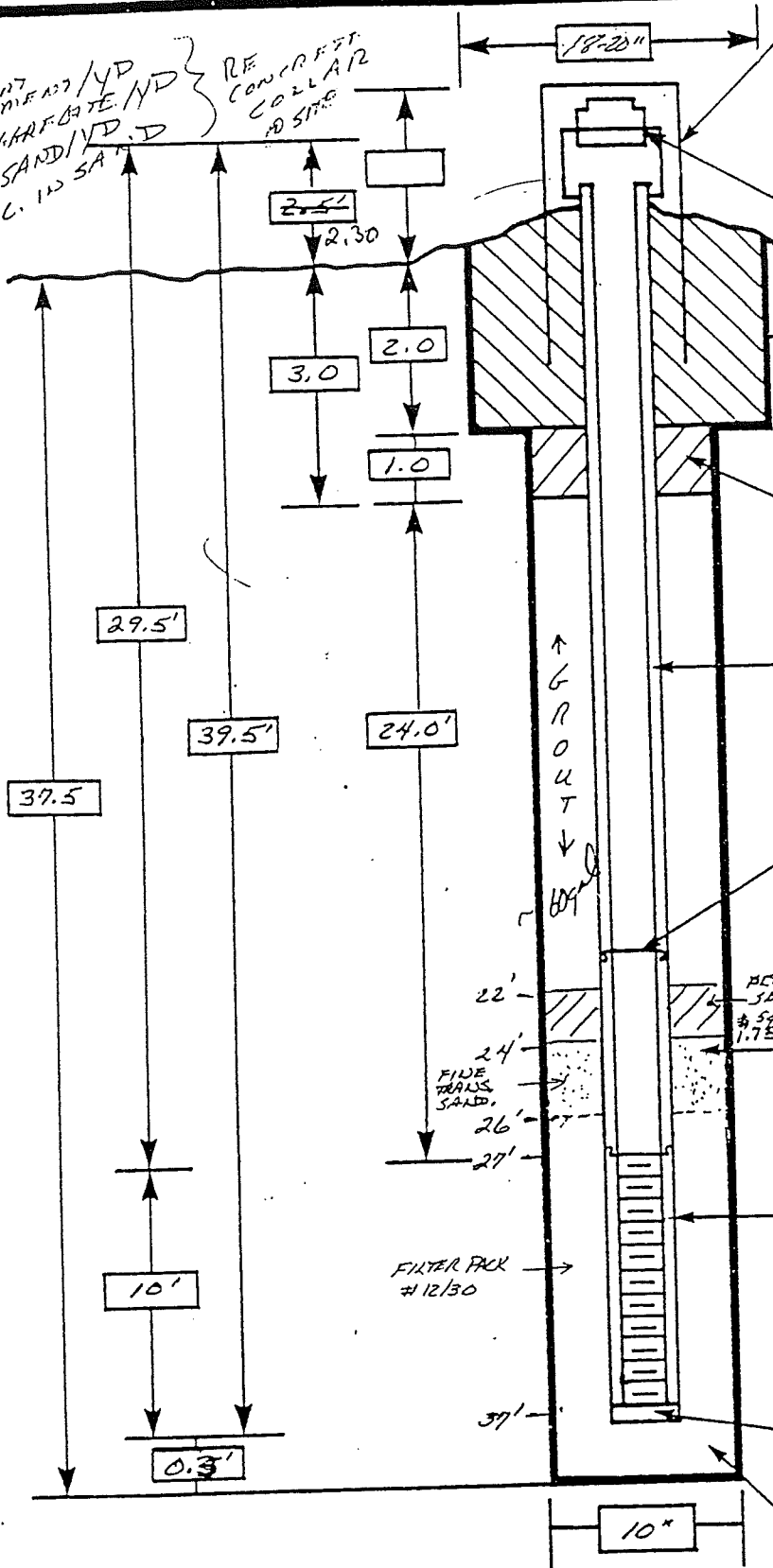
Donohue

OBSERVATION WELL INSTALLATION DIAGRAM

Well No. OW-101-A

Site: OLD MINOT LE Date: 5/8/91
By: BORLIN/S. PETTIT Project No. 42427.001

480# PORTLAND CEMENT / YD
1477# SAND / YD
% M.C. 1.5 SA
REF. CONCRETE COLLAR @ SITE



Protective Casing
Type STEEL Vented YES Type 4" STEEL
Diameter 4" Locked YES X5' W/6' REZA
Length 5' Key # 2106

Plug
Type PVC-CAP
Vented YES

Concrete Collar
Quant. Cement ~40 lbs. + Quant. Water gal.
Total Quant. gal. ~1/3 YD.
Manufacturer MIDOT READY MIX

Seal
Powder/Granular/Pellets Quant. 1 BUCKET gal. 5
Manufacturer AM. COLLAR CO. VOLCLAY - WHITE
Hydrated 5-8 gal., Time + 1 HR
(NO ADDITIVES OR POLYMERS)

Pipe
Type PVC
O.D. 2.375 " Manufacturer TIMCO
I.D. 2.0 " Schedule 40
Length/per sec. No. of sec.

Joints
Threaded Flush Joint ✓ (O-RING)
Teflon Taped Yes/No
Tape
Manufacturer

Backfill
TRANSITION SAND #4 (finer than 24-26' 1.5 BAGS @ 80# 12/30
SOURCE: BEVER CEMENT, MIDOT, ND..

Screen
Type(s) 12/30 SILK SAND 26-37'
Source NW PIPE - MARIAN, ND.
Volume 9.5 BAGS @ 80# EA.

Cap
Type PVC - FLUSH THREADED

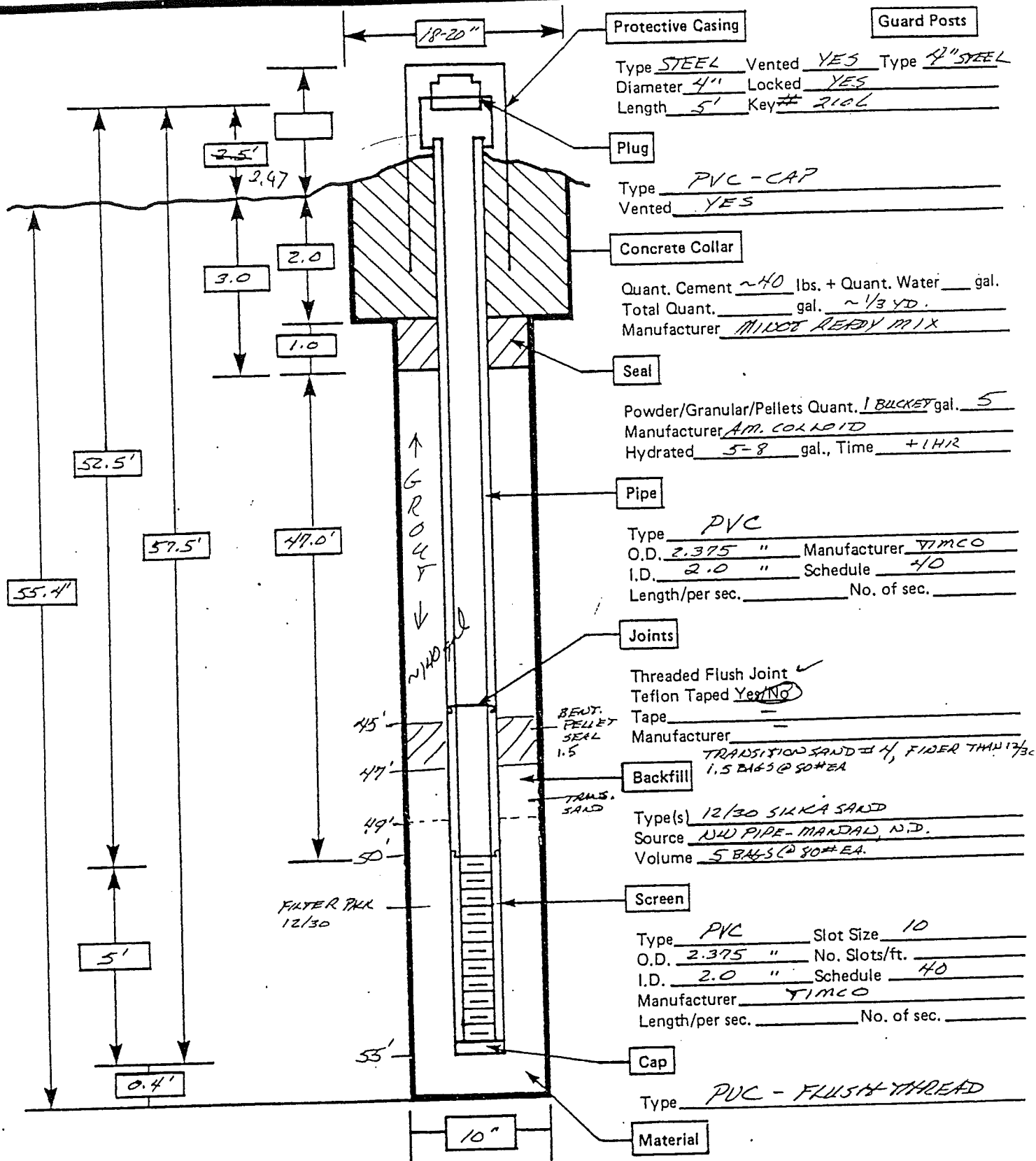
Material
Type

Notes: Water Source MIDOT WTR. SYSTEM
S.S. SAMPLE @ 29-31' BLOWH. 6, 10, 12 - CONFIRMS SB-101 LOG, SAND TO 31'. SET SCRN. @ 27-37' AS PLANNED

NOTE: 3 1/4" ID HSA USED FOR PILOT HOLE DRILLING. S.S. SAMPLES; 6 1/4" I.D. HSA USED FOR WELL INSTALLATION.

Donohue

OBSERVATION WELL INSTALLATION DIAGRAM

Well No. P-101-BSite: OLD MINDY LFDate: 5/9/91By: BROWN/S. PETTYProject No. 42427.001Notes: Water Source MIDOT WATER SYSTEM

Donohue

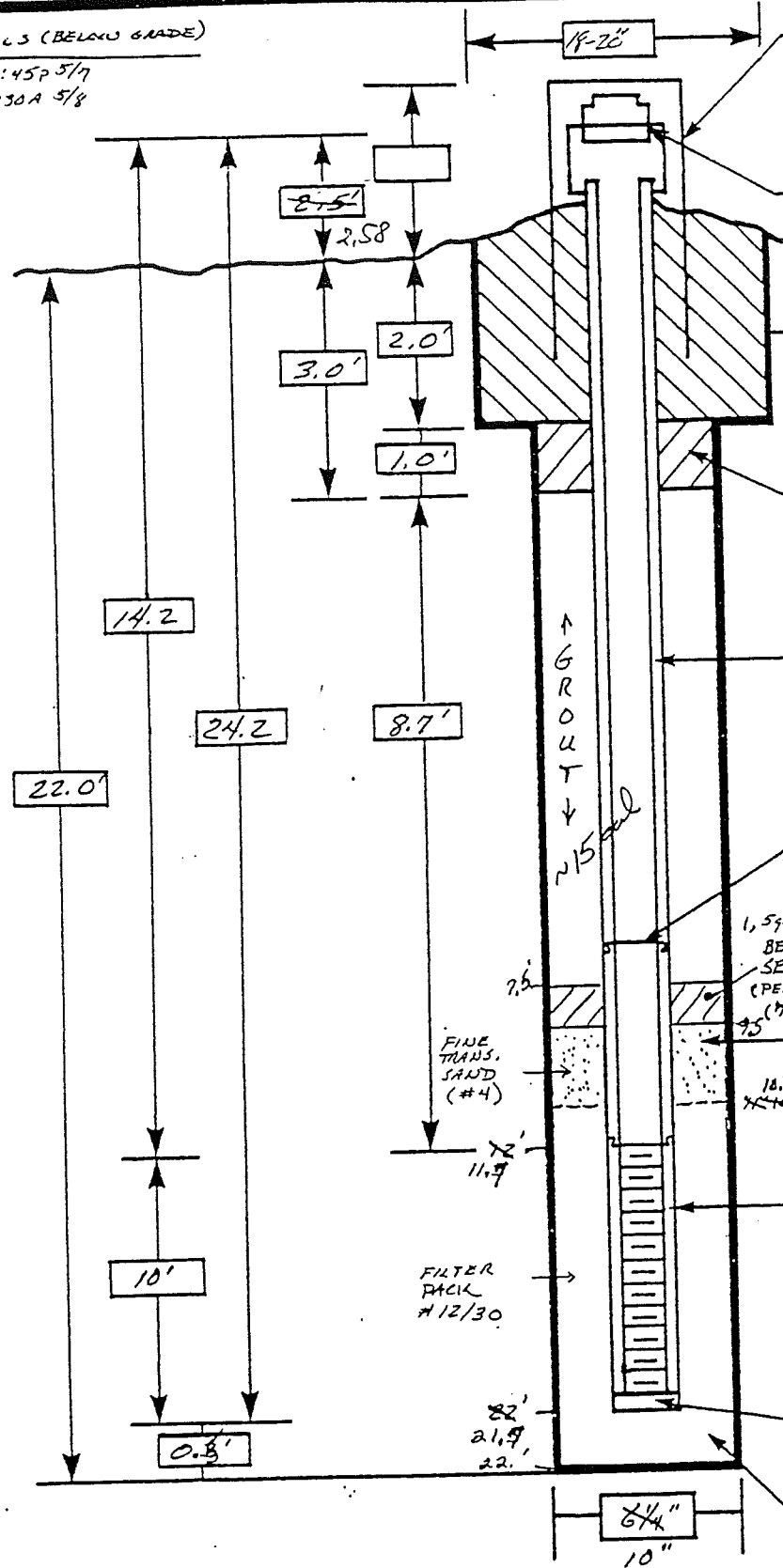
OBSERVATION WELL INSTALLATION DIAGRAM

Well No. 00-K2-A

Site: OLD MINOT LF Date: 5/7/91

By: BRAD ELS / S. PETTY Project No. 42427.001

1. LULS (BELOW GRADE)
2. 4:45P 5/7
3. 8:30A 5/8



Protective Casing
Type STEEL Vented YES Type 4" STEEL
Diameter 4" Locked YES
Length 5' Key# 2106

Plug
Type PVC-CAP
Vented YES

Concrete Collar
Quant. Cement 40 lbs. + Quant. Water gal.
Total Quant. gal. ~1/3 YD.
Manufacturer MINOT READY MIX

Seal
Powder/Granular/Pellets Quant. 1 BUCKET gal. 5
Manufacturer AM. COLLOID
Hydrated 5-8 gal., Time 1+HR

Pipe
Type PVC
O.D. 2.375 " Manufacturer TIMCO
I.D. 2.0 " Schedule 40
Length/per sec. No. of sec.

Joints
Threaded Flush Joint ☒
Teflon Taped Yes ☒ No ☐
Tape
Manufacturer

Backfill
Type(s) SILICA SAND #12/30 (11-22.2)
Source NLD PIPE-MAIDAN, N.D.
Volume 8 BAGS @ 80 # EA.

Screen
Type PVC Slot Size 10
O.D. 2.375 " No. Slots/ft.
I.D. 2.0 " Schedule 40
Manufacturer TIMCO
Length/per sec. 10' No. of sec. 1

Cap
Type PVC - THREADED - FLUSH

Material
6 1/4"
10"

Notes: Water Source MINOT WTR. SYSTEM
S.S. SAMPLES @ 12-14' AND 18-20' CONFIRM SAND LENSES IN SB-102 i. SETSCREEN
12-22 FT. AS PLANNED
NOTE: 3/4 ID HSA USED FOR PILOT HOLE DRILLG. + SS SAMPLE.; 6 1/4" I.D. HSA USED FOR WELL INSTN.

Donohue

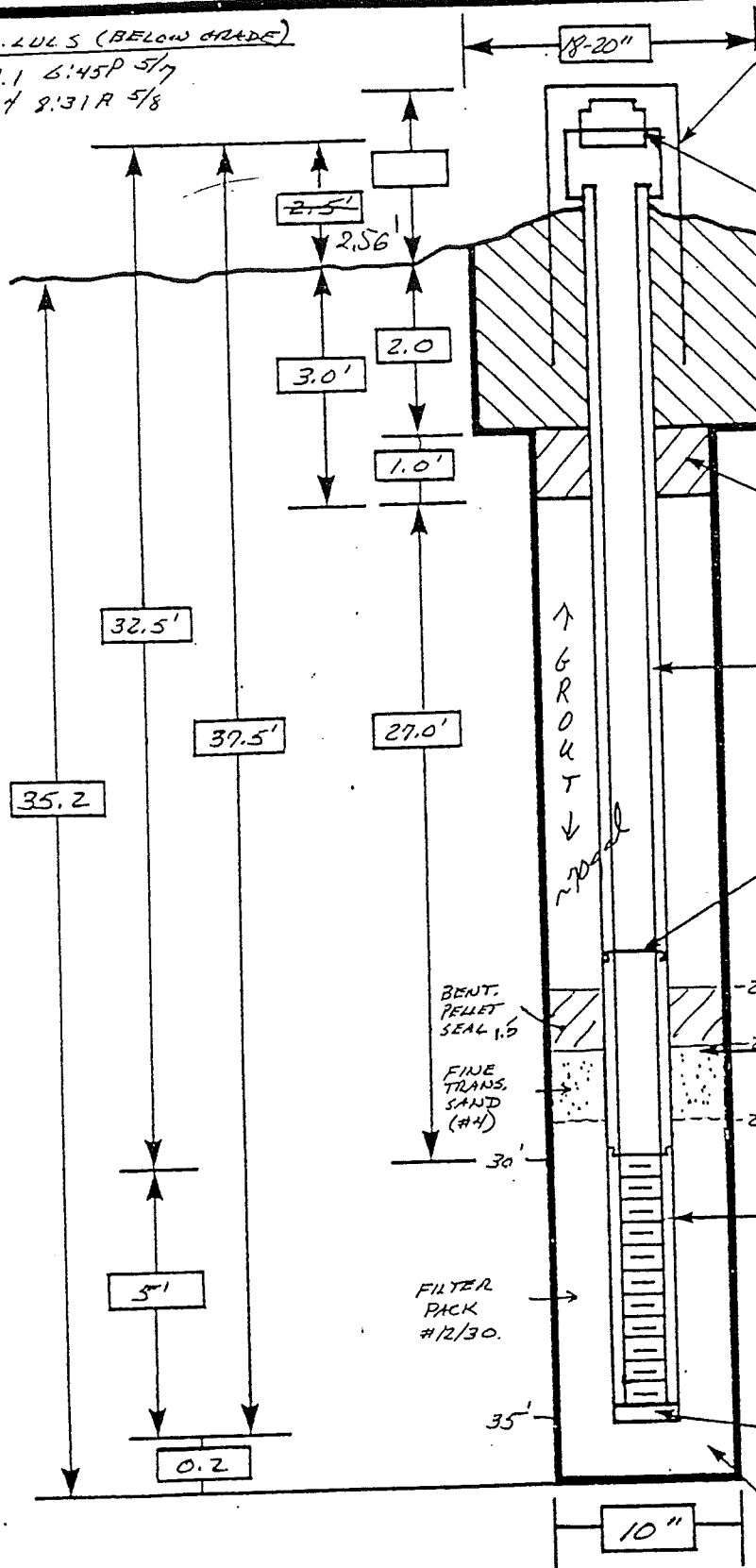
OBSERVATION WELL INSTALLATION DIAGRAM

Well No. P-102-B

Site: OLD MINGT LF

Date: 5/7/91

By: BROWN / S. PETTY

Project No. 42427.001
WTR. LVL'S (BELOW GRADE)
99.1 6:45P 5/7
18.4 8:31A 5/8


Protective Casing

Guard Posts

Type STEEL Vented YES Type 4\"/>

Plug

Type PVC - CAP
Vented YES

Concrete Collar

Quant. Cement ~40 lbs. + Quant. Water gal.
Total Quant. gal. ~1/3 YD.
Manufacturer MINOT READY MIX

Seal

Powder/Granular/Pellets Quant. 1 BUCKET gal. 5
Manufacturer A.M. COLLOID
Hydrated 5-8 gal., Time 1 HR +

Pipe

Type PVC
O.D. 2.375 " Manufacturer TIMCO
I.D. 2.0 " Schedule 40
Length/per sec. 10' No. of sec. 3
5' 1

Joints

Threaded Flush Joint ✓
Teflon Taped Yes/No
Tape
Manufacturer

Backfill

TRANSITION SAND - SILICA #4
(27'-29') 1 BAG (FINER THAN 14
SOURCE: BEYERCEMENT, MINOT, N.D.
Type(s) SILICA SAND #12/30 (29-35'
Source OLD PIPE, MADRID, N.D.
Volume 4 BAGS @ 80# EA.
(SOME NATURAL BACKFILL IN FILTER
PACK DUE TO CAVING)

Screen

Type PVC Slot Size 10
O.D. 2.375 " No. Slots/ft.
I.D. 2.0 " Schedule 40
Manufacturer TIMCO
Length/per sec. 5' No. of sec. 1

Cap

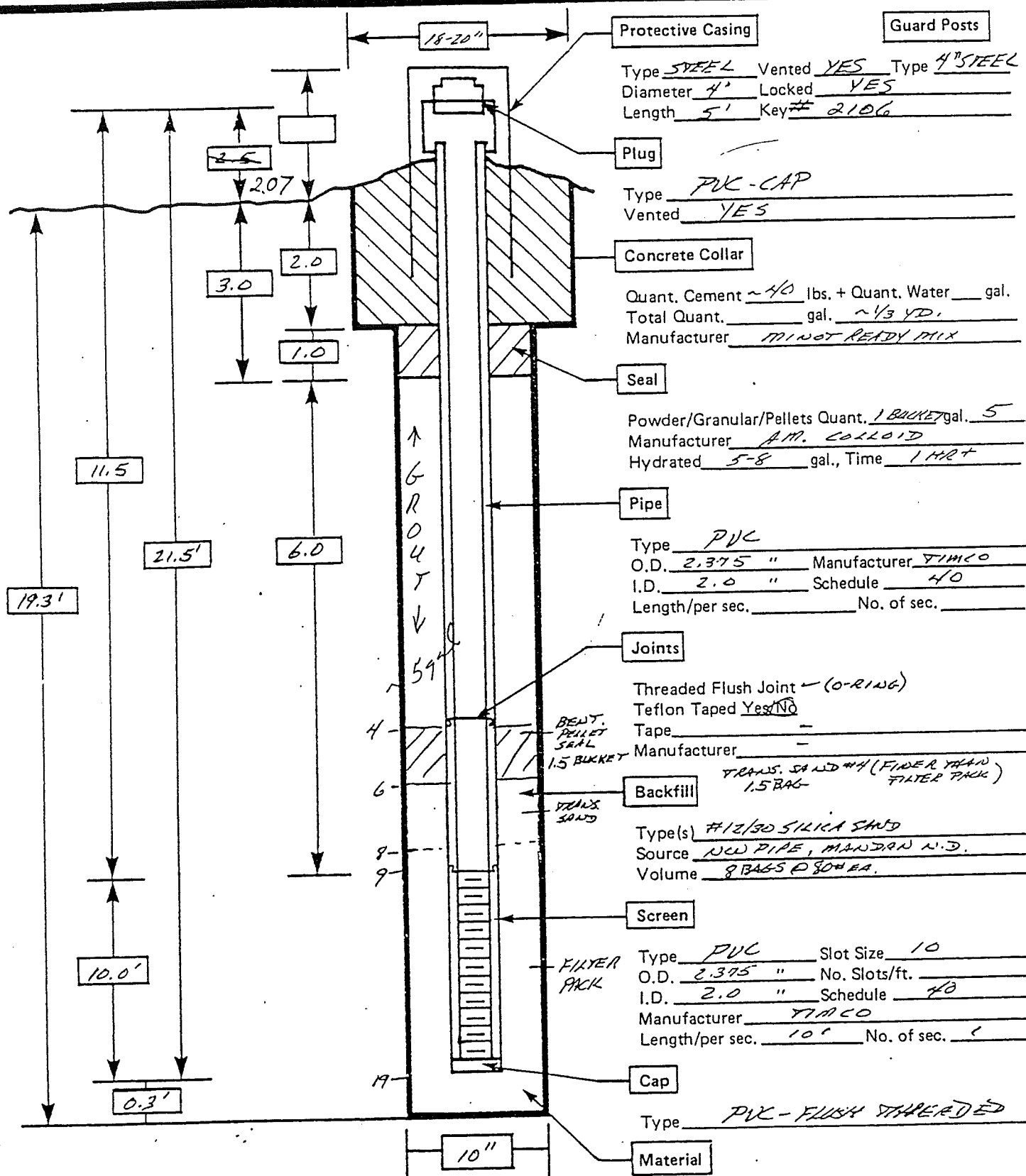
Type PVC - THREADED - FLUSH

Material

Notes: Water Source MINOT WTR. SYSTEM
S.S. SAMPLES @ 32'-34' GOOD FIRM SAND - WILL SET SCR. 30-35' AS PLANNED
NOTE: 3/4" HSA USED FOR PILOT HOLE DRILLG. & S.S. SAMPLG.; 6 1/4" I.D. HSA USED FOR
WELL INSTALLATION

Donohue

OBSERVATION WELL INSTALLATION DIAGRAM

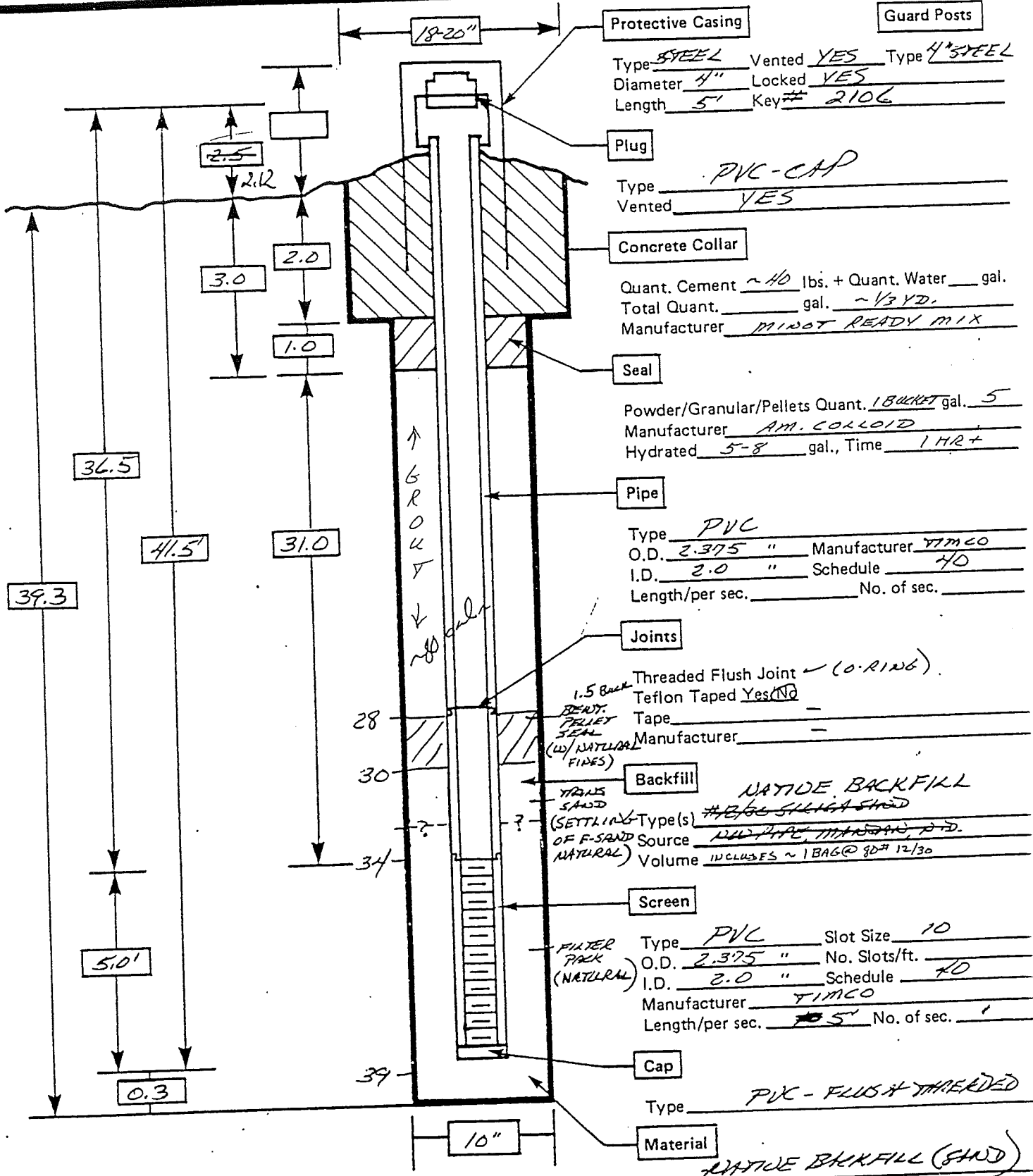
Well No. OW-103-ASite: OLD MINOT LFDate: 5/13/91By: BRAUN/S. PETTProject No. 42427.001Notes: Water Source MINOT WTR. SYSTEM

Donohue

OBSERVATION WELL INSTALLATION DIAGRAM

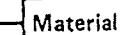
Well No. P-103-B

Site: OLD MINOT LF Date: 5/13/91
By: BOB ALIN / S. PERRY Project No. 42427.001



Notes: Water Source MINOT WTR. SYSTEM
DIFFICULT WELL INSTALLATION - PROBABLE STRONG UPWARD GRADIENT
AND COLLAPSING (HEAVE IN HSA) MATERIAL AT SCR. INTERVAL PREVENTED
FILTER PACK / TRANS. SAND INSTALLATION. NATURAL BACKFILL MATERIAL
IS SUSPECTED OF BEING MED-COURSE SAND.

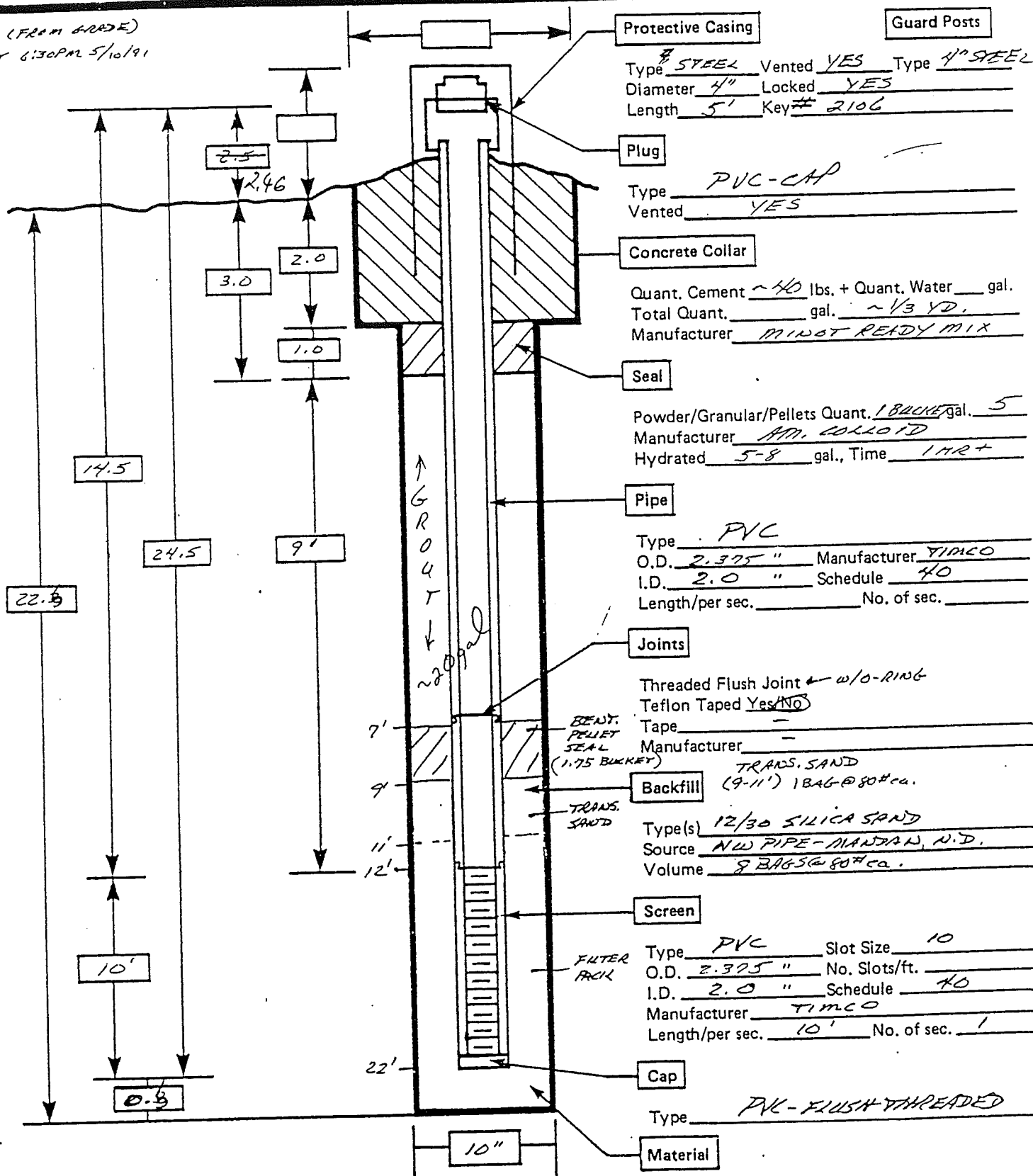
Project No. 42427.001



Page 463 of 583

Site: OLD MINOT LF Date: 5/10/91
By: BRAUN/S. PETTIT Project No. 42427.001

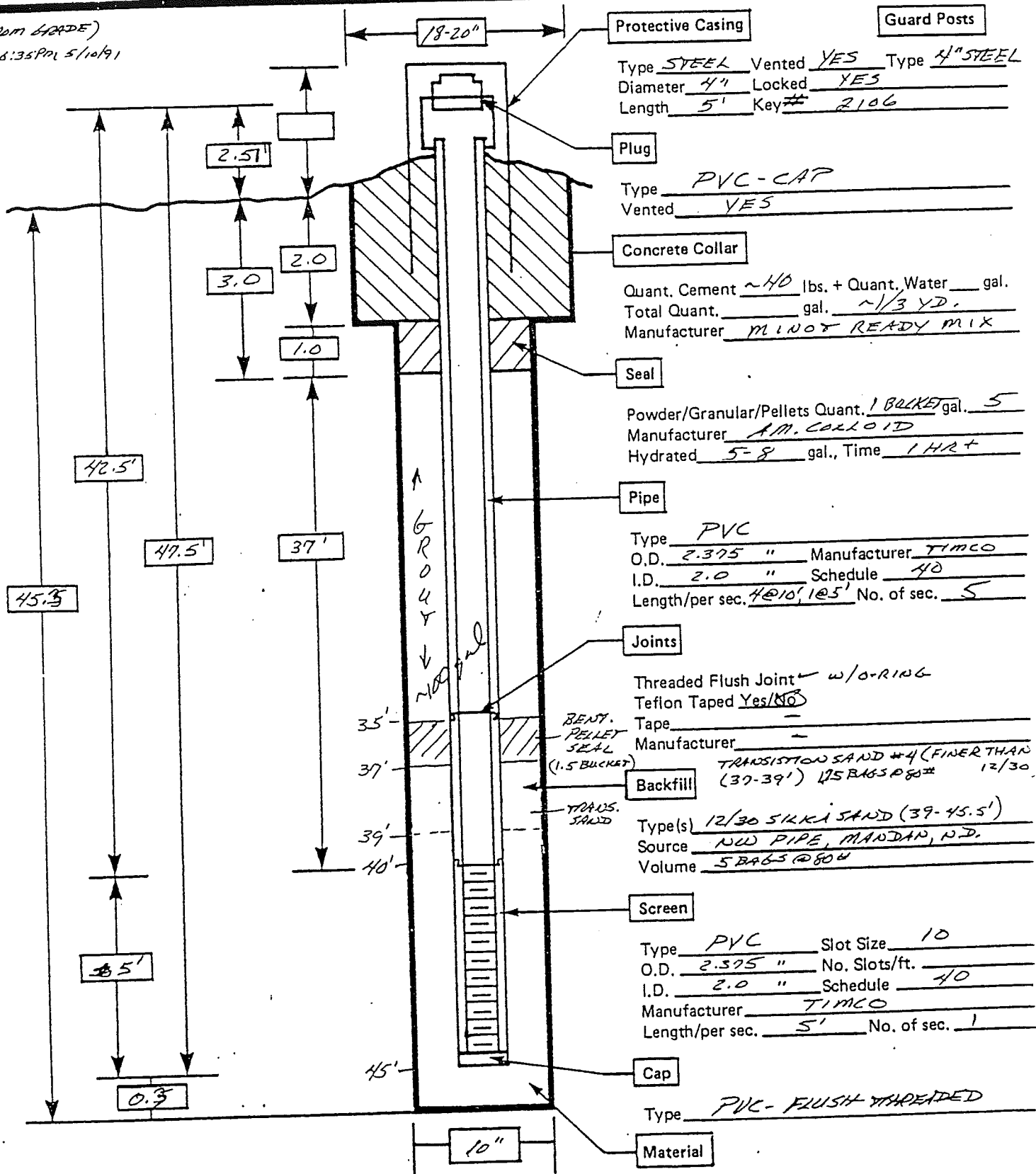
L. (FROM GRADE)
1 FT 6:30 PM 5/10/91



Notes: Water Source MINOT WTR. SYSTEM

Site: OLD MINOT LF Date: 5/10/91
By: BRAIN/S. PETTIT Project No. 42427.001

(FROM GRADE)
RY) 8:35 PM 5/10/91



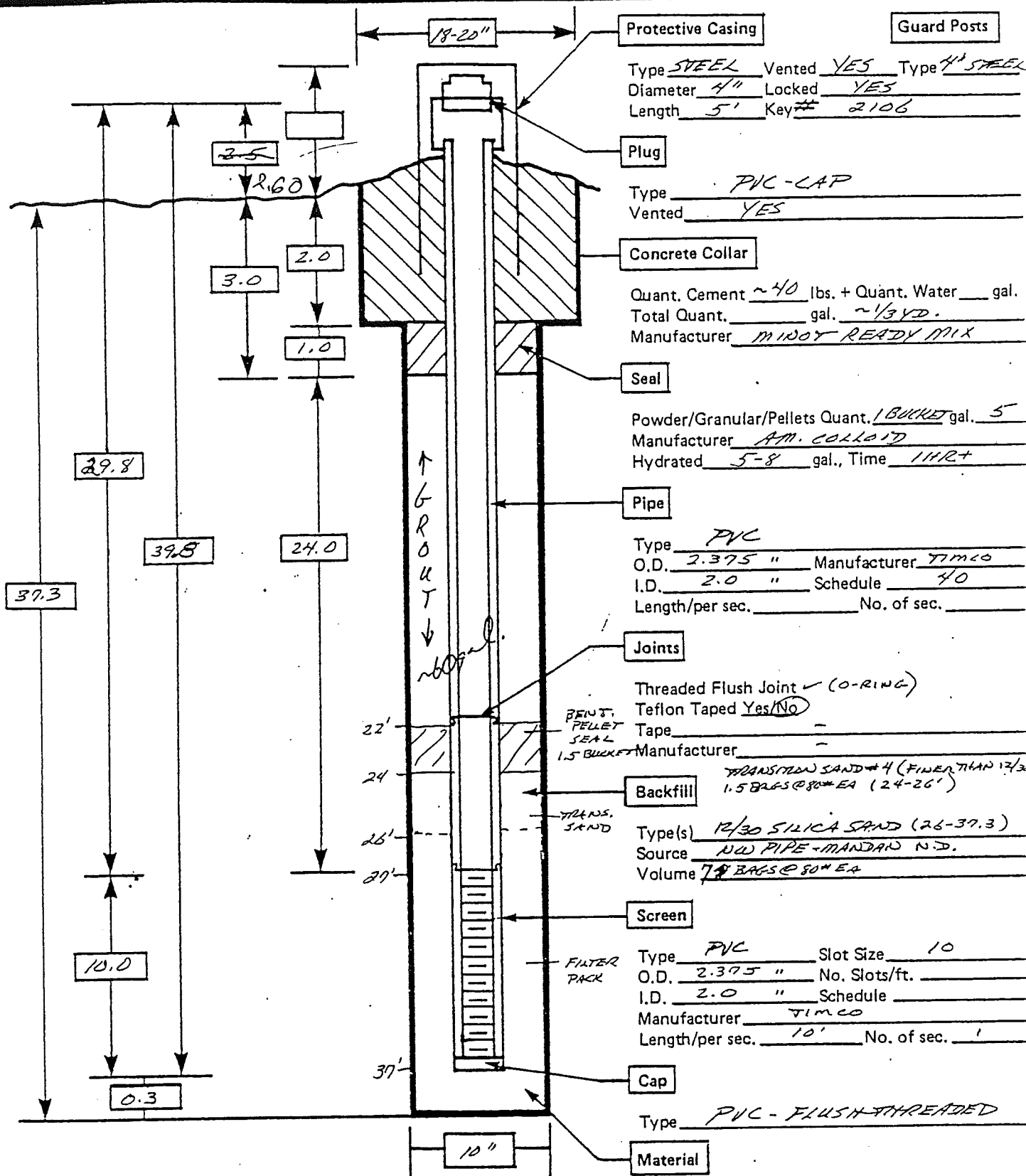
Notes: Water Source MINOT WTR. SYSTEM

Site: QUD MINDY LF

Date: 5/11/91

By: BONIN/S. PETTIT

Project No. 12427.001



Appendix C
Modified Statement of Work

I. INTRODUCTION

A. The Consent Decree between the United States of America, State of North Dakota, and the City of Minot, approved by the United States District Court for the District of North Dakota in Civil Action No. A4-95-141A, included an attached Appendix B, identified as a Statement of Work. As noted therein, the purpose of the Statement of Work was “to establish general requirements for implementing Remedial Design/Remedial Action at the Old Minot Landfill Superfund Site (Site).”

B. The Second Modification to Consent Decree modifies the Consent Decree to permit the City to re-purpose the Site for the following recreational uses: an 18-hole disc golf course, mountain-biking trails, and cross-country running trails. Certain provisions of the Statement of Work that was attached to the Consent Decree as Appendix B likewise need to be modified to permit such re-uses.

C. Accordingly, this Modified Statement of Work replaces only those provisions of the Statement of Work expressly referenced below and all other provisions of the Statement of Work remain in full force and effect.

II. MODIFICATIONS: UPDATED REFERENCES

A. The North Dakota Department of Environmental Quality (“NDDEQ”) came into existence on April 29, 2019, and became the North Dakota agency responsible for the administration and enforcement of the environmental protection programs, laws, and rules previously administered and enforced by the North Dakota Department of Health’s Environmental Health Section. Pursuant to 2017 N.D. Sess. Laws ch. 199, § 1, the North Dakota Department of Health’s interest in this matter was assigned to the NDDEQ. Accordingly, all references to the North Dakota State Department of Health (HEALTH) in the Statement of Work are revised to reflect the North Dakota Department of Environmental Quality (NDDEQ).

B. All references to the O&M Manual in the Statement of Work shall refer to the Operations and Maintenance Plan, approved on May 7, 2025, and attached to the Second Modification to Consent Decree as Appendix B.

III. MODIFICATION TO SECTION 3.11 OF THE STATEMENT OF WORK

A. *Section 3.11 of the Statement of Work shall be amended by replacing the existing provision 3.11 with the following:*

3.11 Institutional Controls Plan.

CITY shall prepare a plan to implement, administer, and maintain any Institutional Controls except for those Institutional Controls that governmental entities (other than CITY) and/or quasi-governmental entities have the sole authority to implement, administer, and maintain. This plan will be reviewed by EPA and NDDEQ and approved by EPA in accordance with the Second Modification.

At a minimum, the City shall continue to ensure its Institutional Controls implemented as part of the Consent Decree and its Statement of Work continue to restrict uses of ground water immediately adjacent to the landfill such that the effectiveness of the remedy identified in the ROD will not be compromised. The City shall also revise City Ordinance No. 3406, which was enacted as the Institutional Controls Plan under the Consent Decree and its Statement of Work, to account for the repurposed Site and protect public health, welfare, and the environment through the maintenance of the City's previous response action at the Site.



TO: Mayor and Members of the City Council

FROM: Kelly Beck, Human Resources Director

DATE: April 6, 2026

SUBJECT: APPROVE SOW FOR JUDIGROUP CONSULTING

I. RECOMMENDED ACTION

It is recommended City Council approve the Consulting Agreement and Statement of Work between the City of Minot and Judi Group, LLC for independent advisory services related to the City's self-funded employee health plan, including authorization of both Phase 1 (Contract Review and Negotiation Support) and Phase 2 (Strategic Advisory Services and 2027 Procurement Planning) as outlined in the Statement of Work; and authorize the Mayor to sign the Consulting Agreement and Statement of Work on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

Kelly Beck, Human Resources Director, 701-857-4753

III. DESCRIPTION

A. Background

The City of Minot maintains a self-funded employee health plan administered pursuant to an Administrative Services Agreement (ASA) with Blue Cross Blue Shield of North Dakota (BCBSND), along with related stop-loss coverage. As a self-funded plan, the City bears the direct financial risk of employee health claims and is responsible for ensuring that the administrative agreements governing the plan are structured to protect the City's financial interests and comply with applicable state and federal requirements. The City is currently reviewing proposed renewal terms and exhibits to the 2026 ASA provided by BCBSND. In the course of that review, staff identified the need for independent, specialized advisory support to evaluate the governance controls, administrative compensation structure, risk allocation provisions, and data access rights contained in the proposed agreements. These are complex, technical areas that benefit from the perspective of a consultant with specific experience in public-sector, self-funded health plan oversight.

B. Proposed Project

Staff has identified Judi Group, LLC as a qualified independent advisory firm with extensive experience in health plan governance, administrative agreement

review, and procurement strategy for public-sector employers. Christin Deacon, the lead consultant, has a demonstrated record of assisting public entities in evaluating and strengthening their self-funded health plan contracts and vendor relationships. Judi Group will provide independent advisory services only. Judi Group will not serve as legal counsel, broker, fiduciary, actuary, or procurement agent for the City. All final decisions regarding contract terms, negotiations, and procurement actions remain the sole responsibility of the City. The services are organized into two phases, both recommended for authorization at this time. Phase 1 – Contract Review and Negotiation Support: Judi Group will conduct a complete review of the BCBSND ASA, including renewal amendments, stop-loss policy, and related exhibits. Services include reviewing and refining the City's proposed contract revisions, helping the City prioritize proposed changes based on operational, financial, and governance risk, and providing insights on claims funding provisions, administrative compensation structure, audit rights and data access, stop-loss reimbursement and risk allocation, and discretionary authority and operational controls. Judi Group will also participate in up to five strategy discussions with City staff and the City's broker, and review revised language submitted by BCBSND. Phase 2 – Strategic Advisory Services and 2027 Procurement Planning: Judi Group will provide advisory services to support long-term plan governance and 2027 procurement planning. This includes assessing the current administrative model and risk alignment, identifying structural issues to address in future agreements, recommending contractual, financial, and data requirements for future bidders, evaluating current claims data access, reviewing stop-loss structure, and developing high-level procurement objectives and evaluation criteria.

C. Recommendation Detail

1. HR staff identified the need for independent advisory support after conducting an internal review of the City's BCBSND administrative services agreement and stop-loss policy. That review revealed complex governance, compensation, and risk allocation provisions that warranted evaluation by a consultant with specialized experience in public-sector, self-funded health plan oversight, independent of the City's existing broker relationship.

Christin Deacon and the Judi Group were identified based on their established expertise in this area. Ms. Deacon has extensive experience advising public entities on self-funded health plan governance, ASA contract structure, vendor accountability, and procurement strategy. She has worked with public employers nationwide on issues similar to those the City is currently navigating, including administrative fee transparency, data access rights, stop-loss alignment, and broker compensation disclosure. Judi Group's scope is narrowly defined to include independent advisory services that do not conflict with or replace the City's existing broker arrangement.

This engagement is time-sensitive. The City is in active negotiations with BCBSND regarding the proposed ASA renewal and stop-loss terms. Phase 1

advisory support is needed to help the City evaluate and respond to the proposed contract language before the renewal period concludes. Phase 2 services, which focus on longer-term procurement planning for the 2027 plan year, should be authorized concurrently to ensure continuity and to allow the City to begin strategic planning without interruption once the current contract review is complete.

IV. IMPACT

A. Service/Delivery Impact:

Engaging Judi Group provides the City with independent, specialized advisory support during the review and negotiation of the BCBSND administrative services agreement and stop-loss policy. This engagement strengthens the City’s ability to evaluate the proposed terms, identify financial and governance risks, and make informed decisions regarding the structure of its self-funded health plan. The advisory services also position the City to develop a well-informed procurement strategy for the 2027 plan year, ensuring the City is prepared to evaluate competing proposals and negotiate from a position of strength.

B. Fiscal Impact

The City’s self-funded health plan represents one of the largest areas of ongoing financial exposure in the City’s operating budget. An independent advisory review of the administrative and stop-loss agreements is expected to identify governance improvements, cost-containment opportunities, and contract protections that will meaningfully exceed the cost of this engagement over the term of the agreements. Even modest improvements in administrative fee transparency, stop-loss alignment, or claims-processing controls can generate significant returns relative to the advisory investment.

Project Costs

Services are billed hourly. The lead consultant (Chris Deacon) bills at \$475 per hour. Junior consultants bill at \$275 per hour and associates at \$225 per hour, each as needed. Phase 1 (Contract Review and Negotiation Support): not-to-exceed \$18,000, Phase 2 (Strategic Advisory and 2027 Procurement Planning): not-to-exceed \$22,000 Total: not-to-exceed \$40,000

Role	Hourly Rate
Lead Consultant (Chris Deacon)	\$475/hour
Junior Consultant (as needed)	\$275/hour
Associates (as needed)	\$225/hour

Phase	Not-to-Exceed
Phase 1 – Contract Review and Negotiation Support	\$18,000
Phase 2 – Strategic Advisory and 2027 Procurement Planning	\$22,000
Total (Both Phases)	\$40,000

-

Project Funding

Project Funding: 50212000-43040 – CONSULTANTS (Self-Funded Insurance Fund)

VI. ALTERNATIVES

Approve Phase 1 only and defer authorization of Phase 2 to a future meeting.

Direct staff to pursue alternative advisory resources.

Decline to engage independent advisory services at this time.

JUDI GROUP CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”), dated _____ (the “Effective Date”) between Judi Group, LLC (“Judi Group”) and City of Minot (“Client”). Judi Group and Client may also be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, The Client maintains a self-funded employee health plan administered pursuant to an Administrative Services Agreement (“ASA”) and related stop loss coverage, and is reviewing proposed renewal terms and exhibits provided by Blue Cross Blue Shield of North Dakota (“BCBSND”),

WHEREAS, Client desires to retain Judi Group to provide independent advisory services focused on health plan governance, administrative agreement structure, procurement strategy, and risk mitigation,

WHEREAS, Judi Group is willing to provide such advisory services subject to the terms and conditions of this Agreement and any applicable Statement of Work,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Consultant Services.** During the term of this Agreement, Judi Group shall perform the services and provide the deliverables set forth in the Statement of Work (“SOW”) attached hereto as Exhibit A and in any additional SOW that may be executed by the Parties during the term of the Agreement. Each executed Statement of Work shall be incorporated into and governed by this Agreement. “Deliverables” means the final reports, memoranda, presentations, or other work products expressly identified as deliverables in an applicable SOW. The services and Deliverables described in an SOW may be referred to collectively as the “Services.”

Judi Group represents that it is duly organized and has legal authority to enter into this Agreement and perform its obligations hereunder.

2. **Compensation.** In consideration for the Services performed under this Agreement and applicable Statement(s) of Work, Client shall pay Judi Group the fees set forth in Exhibit A.

Judi Group shall invoice Client monthly for Services performed. Each invoice shall reasonably describe the Services performed during the applicable billing period and reflect the time spent performing them.

The Client shall notify Judi Group in writing of any specific, good-faith billing dispute within ten (10) days of receipt of an invoice. Failure to provide such written notice shall constitute acceptance of the invoice, except for manifest error. Invoices shall be paid within thirty (30) days of receipt by Client.

3. **Ownership.** Judi Group shall retain all right, title, and interest in and to its pre-existing materials, research, methodologies, tools, templates, analyses, and intellectual property (“Judi Group Materials”). Deliverables prepared specifically for Client pursuant to an applicable SOW shall be the property of Client. To the extent that any Judi Group Materials are incorporated into a Deliverable, such materials remain the property of Judi Group.

4. **Confidential Information.**

- a. **Definition.** The Parties acknowledge that during the Term of this Agreement, either Party (the “Disclosing Party”) may disclose to the other Party (the “Receiving Party”) certain non-public information (“Confidential Information”). Confidential Information means non-public information disclosed in written, electronic, or oral form that is designated as confidential or proprietary at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes business information, financial information, third-party agreements, strategic plans, and the terms of this Agreement.

Confidential Information does not include information that the Receiving Party can demonstrate by competent evidence: (i) was in or enters the public domain without breach of this Agreement; (ii) was lawfully known to Recipient without restriction prior to disclosure; (iii) is independently developed by Receiving Party without use of Disclosing Party’s Confidential Information; or (iv) was lawfully obtained from a third party without breach of any confidentiality obligation.

- b. **Nondisclosure of Confidential Information.** The Receiving Party shall use Confidential Information solely for purposes of performing or receiving Services under this Agreement and shall not disclose such Confidential Information to any third party except as permitted herein. The Receiving Party shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care.

The Receiving Party may disclose Confidential Information to its employees, contractors, agents, and professional advisors who have a need to know such information for purposes of this Agreement (collectively, "Representatives"), provided that such Representatives are bound by written confidentiality obligations at least as restrictive as those set forth herein. The Receiving Party shall be responsible for any breach of this Section by its Representatives.

Nothing in this Agreement shall prohibit disclosure of Confidential Information to the extent required by law, regulation, court order, or applicable public records statute; provided that, to the extent legally permitted, the Receiving Party shall provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek protective treatment.

- c. **Remedies.** The Parties acknowledge that a breach of this Section may cause irreparable harm for which monetary damages may be inadequate. Accordingly, in the event of an actual or threatened breach of this Section, the non-breaching Party may seek appropriate equitable relief, including injunctive relief, in addition to any other remedies available at law or in equity. To the extent permitted by applicable law, the Parties agree that no bond or other security shall be required in connection with such equitable relief.
- d. **Notice of Compelled Disclosure.** If a Receiving Party is required by law, regulation, court order, subpoena, or applicable public records statute to disclose Confidential Information, the Receiving Party shall, to the extent legally permitted, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek protective treatment or other appropriate remedy. If no protective order or other remedy is obtained, the Receiving Party may disclose only that portion of Confidential Information that is legally required and will make reasonable efforts to obtain confidential treatment of such information.
- e. **Return or Destruction of Confidential Information.** Upon written request of Disclosing Party, the Receiving Party shall promptly return or destroy and certify the destruction of all Confidential Information in its possession. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information as required by law or maintained in standard computer back-up system, provided that any retained Confidential Information shall remain subject to the confidentiality obligations set forth in this Agreement.
5. **Protected Health Information and Personal Data.** The Parties acknowledge that, in connection with the Services, Judi Group may receive access to Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("HIPAA"). To the extent required by HIPAA, the Parties shall execute a separate Business Associate Agreement ("BAA") governing the use, disclosure, and safeguarding of PHI. No PHI shall be disclosed to Judi Group unless and until a BAA is executed, if required by applicable law.
- To the extent the Services involve access to personal information or personally identifiable information ("PII") subject to applicable privacy laws, the Parties shall comply with such laws. Any additional data protection obligations shall be set forth in a mutually agreed written addendum, if required by applicable law.
6. **Standard of Care.** Judi Group shall perform the Services in a professional and workmanlike manner consistent with industry standards. Judi Group does not warrant or guarantee any particular outcome, financial result, or regulatory determination. Client acknowledges that the Services are advisory in nature and that all final decisions and implementation remain the responsibility of Client.
7. **Indemnification and Insurance.**
- a. **Indemnification.** Judi Group shall indemnify, defend and hold harmless Client and its officers and employees against third-party claims, damages, liabilities, and reasonable costs (including reasonable attorneys' fees) to the extent arising from Judi Group's gross negligence or willful misconduct. Judi Group's

indemnification obligations shall not apply to the extent such claims arise from the negligence or misconduct of Client.

- b. **Insurance.** During the Term of this Agreement, Judi Group shall maintain insurance coverage customary for consulting firms providing services similar to the Services, in amounts reasonably sufficient to cover its obligations under this Agreement. Upon reasonable request, Judi Group shall provide evidence of such insurance.

8. **Term and Termination.**

- a. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for twelve months (12) months. Parties may renew this Agreement upon mutual written agreement.
- b. **Termination.** Either party may terminate this Agreement for convenience upon at least thirty (30) days prior written notice. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice describing the breach.
- c. **Effect of Termination.** Upon termination, Judi Group shall be entitled to payment for Services performed through the effective date of termination in accordance with the applicable Statement of Work. Termination shall not relieve Client of its obligation to pay amounts properly due for Services performed prior to termination. Sections relating to Confidential Information, Ownership, Standard of Care, Indemnification, and any other provisions which by their nature should survive, shall survive termination of this Agreement. Confidential Information shall remain subject to the confidentiality obligations set forth herein for three (3) years following termination or expiration; provided, however, that trade secrets shall remain protected for so long as they qualify as trade secrets under applicable law.

9. **Compliance with Law.** Judi Group shall provide the Services in compliance with all applicable laws.

10. **Publicity.** Except as otherwise expressly provided in this Agreement, during the term and thereafter, neither Party shall use the name, logo, or trademark of the other Party in any advertising, marketing, promotional materials, press releases or customer lists without the prior written consent of the other Party.

11. **Conflict of Interest.** Judi Group represents that, to the best of its knowledge no conflict of interest exists between Judi Group's family, business or financial interests and Judi Group's provision of services under this Agreement. In the event a conflict of interest arises during the term of this Agreement, Judi Group shall promptly notify Client, and Client shall have the right to terminate this Agreement upon written notice.

12. **Assignment.** Judi Group may not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Client. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any third-party.

13. **Limitation of Liability.** To the fullest extent permitted by law, neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement. Judi Group's total aggregate liability arising out of or relating to this Agreement shall not exceed the total fees paid to Judi Group under the applicable Statement of Work giving rise to the claim. The foregoing limitation shall not apply to liability arising from a Party's indemnification obligations under this Agreement.

14. **Dispute Resolution.** This Agreement shall be governed by the laws of the state of North Dakota, without regard to its conflict of laws principles. In the event of a dispute arising out of or relating to this Agreement, the Parties shall first meet and confer in good faith to attempt resolution. If the dispute is not resolved, either Party may pursue any remedies available at law or in equity in a court of competent jurisdiction located in North Dakota.

15. **Assumptions and Limitations.** Judi Group provides independent advisory services to support Client's evaluation and decision-making. Judi Group does not provide legal counsel, brokerage services, actuarial services, fiduciary services, or act as a procurement agent for Client. All decisions regarding contract terms, negotiations, and procurement actions remain the responsibility of Client.

Judi Group shall rely on information and documents provided by the Client and its vendors and does not guarantee negotiation outcomes or financial results. All analysis is based on information available at the time provided and may require revision if material facts change.

16. **General Provisions.**

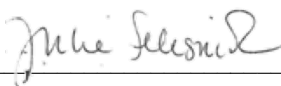
- a. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that most closely reflects the Parties' original intent.
- b. **Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or other joint or common undertaking.
- c. **Entire Agreement.** This Agreement, together with all Statements of Work executed hereunder, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements relating to the subject matter hereof.
- d. **Amendments; Waiver.** This Agreement may be amended only by a written instrument signed by both Parties. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of that provision or any other provision.
- e. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, sent by certified mail (return receipt requested), or transmitted by electronic mail to the addresses designated by the Parties in writing. Notices sent by electronic mail shall be deemed received on the date of transmission, provided that no automated message indicating delivery failure is received. A Party may update its notice information by written notice to the other Party.
- f. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and together shall constitute one instrument.
- g. **Survival.** Sections relating to Compensation, Ownership, Confidential Information, Protected Health and Personal Information, Indemnification, Limitation of Liability, Dispute Resolution, and any other provisions which by their nature should survive, shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Judi Group Agreement as of the date first above.

Client:

Judi Group, LLC:

By: _____

By:  _____

Name: _____

Name: Julie Selesnick

Title: _____

Title: Director, Legal and Compliance

Date: _____

Date: March 11, 2026

EXHIBIT A

STATEMENT OF WORK

The services described in this statement of work are grouped into two phases. The Client may authorize one or both phases in writing.

Phase 1 –Contract Review and Negotiation Support

Judi Group shall:

1. Complete review of the BCBSND ASA, including renewal amendments, stop loss policy, and related exhibits.
2. Review and refine the City's proposed revisions and notes.
3. Help the City prioritize proposed changes based on operational, financial, and governance risk.
4. Provide insights regarding:
 - a. claims funding and financial responsibility provisions
 - b. administrative compensation structure
 - c. audit rights and data access provisions
 - d. stop loss reimbursement and risk allocation
 - e. discretionary authority and operational controls
5. Participate in strategy calls or virtual meetings with City staff and/or the City's broker.
6. Review revised language submitted by BCBSND and provide advisory feedback. Advisory support is limited to review of written drafts and participation in strategy discussions and does not include drafting contract language.

Phase 1 Deliverables:

- Written executive summary of prioritized contract issues and negotiation considerations.
- Participation in (up to five) strategy discussions with City representatives and broker, as needed.

Phase 2 – Strategic Advisory Services and 2027 Procurement Planning (Optional)

Upon written authorization from the City, Judi Group shall provide advisory services to support long-term plan governance and 2027 procurement planning, including:

- Assessment of current administrative model and risk alignment considerations.
- Identification of structural issues to address in future agreements.
- Recommendation of contractual, financial, and data requirements for future bidders.
- Development of high-level procurement objectives and evaluation criteria.

Judi Group acts solely in an advisory capacity and shall not act as legal counsel, broker, fiduciary, or procurement agent. Any role outside of an advisory role must be agreed upon in writing

Phase 2 Deliverables:

- Strategic advisory memorandum and presentation outlining the current structural issues, high level procurement objectives and evaluation criteria, and recommended contractual, financial and data requirements.
- Participation in (up to three) virtual planning meetings as requested.

1. Compensation

Services under this SOW shall be performed on a professional services basis as follows:

Hourly Structure

- Lead Consultant (Chris Deacon) \$475 per hour
- Junior Consultant (as needed) \$275 per hour
- Associates (as needed) \$225 per hour

Phase 1 not-to-exceed amount: \$ 18,000

Phase 2 not-to-exceed amount: \$ 22,000

Judi Group will notify the City in writing before incurring any additional time past the not-to-exceed amount.



TO: Mayor and Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: April 6, 2026

SUBJECT: APPROVE THE 2027 BUDGET SCHEDULE

I. RECOMMENDED ACTION

It is recommended City Council approve the 2027 budget schedule.

II. DEPARTMENT CONTACT PERSONS

Tom Joyce, City Manager, 701-857-4731

David Lakefield, Finance Director, 701-857-4774

Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

Each year, the budget schedule is presented to the City Council in April to support planning for the upcoming budget cycle. The City Manager, Human Resources Director, and Finance Department have prepared the attached schedule to ensure it aligns with North Dakota Century Code (NDCC) requirements and established City procedures.

The schedule includes both regularly scheduled City Council meetings and proposed special meetings. It also reflects feedback provided by the Council during budget work sessions held to date.

This schedule is intended to inform the public, City staff, and the City Council of key dates and milestones in the upcoming budget process.

B. Proposed Project

N/A

C. Recommendation Detail

City staff recommends approving the 2027 budget schedule as presented.

IV. IMPACT

A. Service/Delivery Impact:

N/A

B. Fiscal Impact

There is no fiscal impact relating to this item.

VI. ALTERNATIVES

Alternative 1: The City Council may propose adjustments to the 2027 budget schedule, provided all changes remain compliant with NDCC requirements.

2027 BUDGET SCHEDULE

APRIL	
MONDAY 6	5:30 PM: City Council approves budget schedule
MONDAY 20	4:00 PM: Special meeting council budget working session
MONDAY 20	Capital Improvement Plan (CIP) Council Workshop
APRIL - MAY	Organization Structure Efficacy Study (HR)

MAY	
MONDAY 18	4:00 PM: Special meeting council budget working session
MONDAY 18	5:30 PM: Adoption of the Capital Improvement Plan (CIP)
FRIDAY 22	Community Contribution applications due

2027 BUDGET SCHEDULE

JUNE	
MONDAY 1	Budget requests (including community contributions) due to Finance and City Manager
MONDAY 1	Community Contribution applicant presentations to City Council
WEDNESDAY 10	Annual Pay Plan presentation to Civil Service Commission
JUNE 8-12	Meetings with Dept Heads, CM, ACM, and Finance to go over individual budget requests
MONDAY 15	4:00 PM: Special meeting council budget working session
WEDNESDAY 17	Annual Pay Plan public meeting (HR & Civil Service)
FRIDAY 19	Department budgets complete
THURSDAY 22	CM/Finance - work on budget and presentation (Due July 7)

2027 BUDGET SCHEDULE

JULY

TUESDAY

7

City Manager and Finance complete work on budget and presentation

TBD

13-17

Special Council Meeting proposed Annual Budget and Annual Pay Plan to Council

AUGUST

MONDAY

3

5:30 PM:
City Council Meeting Q&A
Approve preliminary budget

SEPTEMBER

MONDAY

14

Public hearing on budget ordinance and first reading of the budget ordinance

MONDAY

28

Additional public hearing and final adoption of budget ordinance

OCTOBER

FRIDAY

9

Final due to Ward County



TO: Mayor and Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: April 6, 2026

SUBJECT: RULES OF ORDER ORDINANCE (PROPOSED)

I. RECOMMENDED ACTION

It is recommended City Council review and provide feedback on the draft ordinance

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

At the February 17th, 2026, City Council meeting, the Council directed the City Attorney to draft adjustments to Minot City Ordinance Sec. 2-31 (Rules of Order) to add clarity. A draft is attached for Council's consideration and discussion.

B. Proposed Project

Attached is an ordinance amending much of Sec-2-31, with the overall goal of modernizing, clarifying, and streamlining meeting procedures to promote consistent, orderly, and transparent governance.

C. Recommendation Detail

The ordinance updates and clarifies the Rules of Order for the Minot City Council and all City boards and commissions by defining key parliamentary terms, outlining the duties of the Presiding Officer and members, establishing clear expectations for meeting participation, and standardizing how motions, debate, and voting are conducted. It reorganizes motion procedures, removes "friendly amendments," adds detailed rules for amendments, reconsideration, appeals, and the consent agenda, and provides a full table showing the precedence of motions and the votes required. The amendments reaffirm that Robert's Rules apply only when not in conflict with law or this ordinance, allow temporary suspension of rules with a two-thirds vote, and clarify that members who pass or are disqualified on a vote are considered absent for that vote.

IV. IMPACT

A. Service/Delivery Impact:

These updates modernize and streamline the City's meeting procedures, making decision-making clearer, more consistent, and easier for officials and the public to follow. By strengthening structure, accountability, and transparency, the project enhances the effectiveness and professionalism of City governance.

B. Fiscal Impact

This ordinance was prepared by City staff

Project Costs

City staff time

Project Funding

City staff time

VI. ALTERNATIVES

1. Maintain current Rules of Order;
2. Direct the City Attorney to amend to provide specific, targeted Amendments to the Rules of Order (and then have the Council vote to concur with that direction);
3. Direct other action to City staff on how to proceed.



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-31 (RULES OF ORDER) IN DIVISION 2 (MEETINGS), ARTICLE II (CITY COUNCIL), OF CHAPTER 2 (ADMINISTRATION), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO CLARIFY THE RULES OF ORDER GOVERNING THE MEETINGS OF THE MINOT CITY COUNCIL

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

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers; and

WHEREAS, the Minot City Council desires to amend the Rules of Order established in its code of ordinances governing its meetings to add clarity; and

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

§ 1. That Sec. 2-31 (Rules of Order) in Division 2 (Meetings), Article II (City Council) of Chapter 2 (Administration), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 2-31. Rules of order.

- (a) Scope. This Section's Rules of Order shall apply to the conduct of meetings of the Minot City Council, and all City Boards, Commissions, and Committees ("Governing Bodies").
- (b) Definitions of Parliamentary Terms. The following are definitions of various terms of parliamentary procedure applicable to meetings subject to this Section.
 - (1) *Adjourn* means to officially end the meeting.
 - (2) *Adopt* means to formally approve something before the Governing Bodies.
 - (3) *Adopt a report or staff recommendation* means to formally accept a report or staff recommendation. Adoption commits the Governing Body agrees with the report and staff recommendation and everything in it.
 - (4) *Affirmative Vote* means a "yes" vote to a question before the Governing Body, and signifies agreement with the question.
 - (5) *Agenda* means the official list of items the Governing Body will consider at their meeting.

- (6) *Amend* means to change, by adding, removing, or modifying words or provisions.
- (7) *Annul* means to void or cancel a previous decision or action.
- (8) *Appeal* means to ask the full Governing Body to vote on whether to uphold or overturn a ruling made by the Presiding Officer.
- (9) *Call the Question (Previous Question)* is a motion to immediately end debate, shut off subsidiary motions, and move to a vote on the Main Motion. Another form of the motion is "Previous Question."
- (10) *Common Law* refers to law that is developed by court decisions, rather than statutes. They are laws created by a judge, not a legislative body.
- (11) *Debatable* means capable of being discussed.
- (12) *Division of a Question* means separating one motion into separate parts so that each question can be voted on individually.
- (13) *Unanimous Consent* (also referred to as "general consent") refers to an informal method of disposing of routine and generally favored proposals by the Presiding Officer assuming the group's approval, unless a member of the Governing Body raises an objection. Example: Adjournment of the meeting will frequently occur by unanimous consent.
- (14) *Incidental Motions* means motions that concern procedural issues or rights that come up during a meeting.
- (15) *Lay on the Table (Postpone Indefinitely)* means to temporarily set aside a matter until a later time during the same meeting at which the motion is adopted in order to handle a more urgent matter. Another form of this motion is to "Postpone Indefinitely."
- (16) *Limit Debate* means to place restrictions on the time devoted to debate on a question, the number of speakers, or the time allotted to each speaker.
- (17) *Main Motion* means a formal proposal for the Governing Body to take action or express an opinion. This motion brings the subject before the Governing Body for discussion and decision.
- (18) *New Business* means any business other than unfinished or "old business" which may be properly brought before the Governing Body for the first time.
- (19) *Object to Consideration* means to oppose the discussion and decision on a Main Motion.
- (20) *Order of Business* refers to the sequence of agenda items are arranged and considered during a meeting. It sets the order in which the Governing Body takes up each item of business.
- (21) *Ordinance* refers to a law created by the City Council.
- (22) *Pending Question* refers to a motion currently being considered by the Governing Body that has not yet been voted upon.

- (23) *Postpone to a Time Certain* means to delay consideration of a motion to a specific future meeting or time.
- (24) *Postpone Indefinitely* means to kill a motion by deferring consideration of the motion indefinitely with no plan to return to it.
- (25) *Postpone temporarily (Lay on the Table)* means to pause consideration of the motion until a later time in the same meeting. Another form of this motion is to "Lay on the Table."
- (26) *Precedence* means the order of priority for different types of motions.
- (27) *Presiding Officer* means the individual leading the meeting. For the City Council the Presiding Officer is the Mayor. For all other Governing Bodies, the Presiding Officer is the Chair of that body.
- (28) *Privileged Motions* are high-priority motions that take precedence over everything else because they involve urgent matters.
- (29) *Previous Question (Call the Question)* is a motion to immediately end debate, shut off subsidiary motions, and move to a vote on the Main Motion. Another form of the motion is "Call the Question."
- (30) *Question of Privilege* means request or motion affecting the comfort, rights, or convenience of the Governing Body of an individual member.
- (31) *Reconsider* means a motion to cancel the effect of a vote so that the question may be reviewed and redetermined by the Governing Body.
- (32) *Refer to Committee* means the Governing Body is sending a matter to a smaller group for further study, recommendation, or action.
- (33) *Resume Consideration (Take from the Table)* means to take up for consideration a matter that was postponed temporarily. Another form of the motion is "Take from the Table."
- (34) *Special Committee* means a committee appointed to accomplish a specific task and to submit a report to the Governing Body. The Special committee will automatically disband once the assigned task is completed.
- (35) *Special Meeting* means a meeting called to consider certain specific items that of business that must be listed in the meeting notice.
- (36) *Standing Committee* means a permanent committee assigned to a particular subject area.
- (37) *Unfinished Business* refers to any business or items carried over to a following meeting because they were postponed or not completed at a prior meeting. Unfinished business will be addressed as an 'Action Item' at the following meeting.
- (38) *Voice Vote* means a vote taken by saying "aye/Yes" or "No" and judged by the volume of the voice response.
- (39) *Withdraw* means a motion by a member to remove their motion from consideration by the Governing Body.

(c) Duties of the Presiding Officer. The presiding officer shall possess the powers and perform the following duties:

- (1) Assist with preparation of the Agenda for consideration by the Governing Body;
- (2) Preserve order and decorum and oversee the meeting room;
- (3) Announce each agenda item in the order it will be considered by the Governing Body;
- (4) Recognize the individuals who are entitled to speak and oversee the proceedings by directing the flow of discussion and ensuring that members of the Governing Body and the public remain focused on the matter or question currently before the Governing Body;
- (5) Invite public input on agenda items when appropriate;
- (6) Decide all procedural questions (points of order), unless the Presiding Officer prefers to submit the question to Governing Body to decide the issue, or the decision of the Presiding Officer is appealed to the Governing Body;
- (7) Call for a vote on all motions properly before the Governing Body;
- (8) Prevent the attacking of personalities or the impugning of members' motives.
- (9) The Presiding Officer may make and second motions.
- (10) The Presiding Officer may participate in debate without the need to relinquish their position as the chair of the meeting.
- (11) The Presiding Officer may vote on the Motion before the Governing Body.

(d) Duties of Members of the Governing Body.

- (1) Members of the Governing Body are expected to attend all scheduled meetings, and shall make every effort to attend all special meetings.
- (2) Each Member in attendance is expected to vote for or against all measures before the Governing Body, unless there is a conflict of interest, for which recusal is required. Such conflict-of-interest disclosures shall be recorded in the minutes.
- (3) Members shall not explain their vote while the voting is taking place, because doing so counts debate.
- (4) Initiating Proposals. Requests to initiate ordinances shall be directed through the City Manager. If a Member wants to introduce an ordinance, it is their responsibility to present the ordinance to the City Council. City staff can help prepare any necessary documents.
- (5) Public Statements by Members of the Governing Body.
 - (1) When making public statements, Members must make it clear that they are expressing their own views unless the Presiding Officer or a majority of the Council has authorized them to speak for the Governing Body as a whole.

- (2) Members must inform the Presiding Officer, as soon as reasonably possible, about any significant communications with groups and individuals not affiliated with the City of Minot – whether those communications were directed to, or initiated by the Member.
- (3) Members must refrain from negotiating contracts or agreements on behalf of the Governing Body unless they have been authorized to do so by Governing Body.

(e) Duties of all Speakers Addressing the Governing Body.

- (1) All speakers, including Members of the Governing Body, shall address all remarks through the Presiding Officer.
- (2) All speakers shall abide by the City of Minot's Public Comment Policy, confine their remarks to the question under discussion or debate, and avoid personal references or attacks.
- (3) No speaker shall engage in private discourse or commit any other act tending to distract the attention of the Governing Body from the business before it.
- (4) A speaker who resorts to persistent irrelevance or persistent repetition may be directed to discontinue their speech by the Presiding Officer.

(f) Motion Practice. Meetings are conducted through motions. A motion is simply a formal proposal for the Governing Body to consider and take action on. Members shall follow these steps for handling a motion:

- (1) Member seeks recognition from the Presiding Officer.
- (2) The Presiding Officer recognizes the Member.
- (3) The Member makes the motion.
- (4) Another member seconds the motion. A second does not require recognition by the Presiding Officer.
- (5) The Presiding Officer repeats the motion exactly as stated by the moving Member.
- (6) Members may discuss the motion, if debatable. Debate will typically begin by the Presiding Officer recognizing the moving Member.
- (7) The Presiding Officer will call for a vote on the Motion.
- (8) The City Clerk or other designee calling the roll will then announce the result of the vote.

(g) Addressing the Presiding Officer. Any Member of the Governing Body may make a motion at an appropriate time when no one else is speaking. In most cases it is out of order to interrupt a speaker. To present a motion, the Member first addresses the Presiding Officer by their title, which signals a request for permission to present a motion, or discuss a motion on the floor.

(h) Recognition by the Presiding Officer. The Presiding Officer recognizes a Member by naming them, nodding, or otherwise signaling recognition. Once recognized, the Member has the floor and is entitled to the undivided

attention of the Governing Body while they propose or discuss the matter being considered by the Governing Body.

- (i) Form of Motions. A motion is a proposal that the Governing Body takes specific action, or expresses a particular position. Motions must begin with "I move. . .," followed by the proposal to be considered. Motions should be phrased in the affirmative to avoid confusion. A short introductory comment may preface a motion, but discussion or debate is not allowed until the Presiding Officer states the motion to the Governing Body. If the Governing Body desires to discuss the item before a motion is made, a Member may move that the topic be considered informally.

- (j) Second to the Motion.

- (1) After a Member has proposed a motion, another member may say "I second the motion." without being recognized by the Presiding Officer. If the Presiding Officer does not hear a second, the Presiding Officer should ask "Is there a second to the motion that . . ." and repeat the motion, since it may be that some of the members have not understood its meaning. If no Member seconds the motion, the Presiding Officer shall declare the motion "lost for lack of a second."
 - (2) Seconding a motion only means that the Member wants the Governing Body to consider the motion. It does not mean the seconder must favor the motion, or intend to vote for it. The rule requiring a motion and a second ensures that at least two Members of the Governing Body believe a topic is worth discussing.
 - (3) Routine motions – such as approving minutes or adjourning the meeting – are often handled by unanimous consent or a voice vote, where the Presiding Officer states the action without waiting for a second unless a Member objects. If a Member does object, a second is required.

- (k) Presiding Officer States the Motion.

- (1) Once a motion is properly made and seconded, the Presiding Officer must restate it exactly as presented. Until the Presiding Officer does this, the maker of the motion may change or withdraw it. Once stated by the Presiding Officer, the motion belongs to the Governing Body.
 - (2) If a motion is unclear, confusing, or too complex, the Presiding Officer has the duty to ask the Member to restate it or help clarify the wording without changing its meaning. The Presiding Officer should confirm with the Member whether the rephrased motion, as stated to the body, expresses the proposal correctly.
 - (3) If the motion is illegal, violates an ordinance, or is being proposed to delay business, or is otherwise unsuitable for consideration by the Governing Body, the Presiding Officer may say, "The chair rules your motion out of order," and explain the reason.

- (l) Debate and Discussion. The Member who made the motion shall be recognized first in debate and have the privilege of closing debate, unless debate is closed earlier by a motion for *Previous Question*. A member must obtain the floor in the same way as when making a motion. Once recognized, the Presiding Officer shall protect that Member's right to speak so long as that Member observes the rules of decorum and stays on topic

by confining their remarks to the subject of the motion. Members may not be interrupted except to raise a *Point of Order*. If the Member is called to order, they shall cease speaking until the *Point of Order* is decided, after which debate may proceed. If the Presiding Officer calls a Member to order, they must stop speaking until the Presiding Officer rules on the *Point of Order*, after which debate may proceed. Debate must stay focused on the motion itself and all comments must be directed through the Presiding Officer.

- (m) Voting on the Motion. When it appears that discussion and debate has ended, the Presiding Officer may inquire "Is there any further discussion?" or, "Are the Members ready for the vote?" This query gives notice that debate is about to close and if any Member wishes to claim the floor, they must do so immediately. If no one requests the floor, the Presiding Officer states the final form of the motion, including any amendments, and calls for a vote. The City Clerk, or their designee, will then conduct the vote and announce the result. The announcement of the vote by the City Clerk, or their designee, completes the process from final introduction of the motion to its final decision by the Governing Body.
- (n) Precedence and Classification of Motions. The rank or precedence of motions helps meetings run efficiently by ensuring each motion is attended to the correct order. The order of precedence of motions is set by their urgency – the more urgent a motion is, the higher its rank.
- (o) Motions are classified into four (4) groups:
 - (1) Main Motions. These bring a new issue or proposal before the Governing Body and constitute the principal business of a meeting. When adopted, they become official actions of the Governing Body.
 - (2) Subsidiary Motions. These motions are alternative methods of changing or disposing of the main motion. They can only be made when a main motion is on the table. Subsidiary motions include:
 - a. *Lay on the Table*.
 - b. *Previous Question*.
 - c. *Limit or Extend Debate*.
 - d. *Postpone to Time Certain*.
 - e. *Refer to Committee*.
 - f. *Amend*.
 - g. *Postpone Indefinitely*.
 - (3) Incidental Motions. These motions handle procedural questions that arise during discussion and must be decided immediately. They may be proposed at any time and must be decided whenever they arise, therefore they present no problem of precedence. The most common incidental motions are:
 - a. *Appeal*.
 - b. *Point of Order*.
 - c. *Parliamentary Inquiry*.

- d. *Suspend the Rules.*
 - e. *Withdraw a Motion.*
 - f. *Object to Consideration.*
 - g. *Division of a Question.*
 - h. *Division of the Assembly.*
 - i. Other motions may arise incidentally during the discussion of another motion. Further examples of motions which may arise incidentally are: *Motion to Excuse a Member from Voting*, *Motion to Consider a Resolution Paragraph by Paragraph*, and a *Motion to Close Nominations*.
- (4) Privileged Motions. These are urgent motions that relate to the meeting or members and must be decided before other business. They include:
- a. *Fix Time for Adjournment.*
 - b. *Adjourn.*
 - c. *Take a Recess.*
 - d. *Raise a Question of Privilege.*
 - e. *Call for Orders of the Day (Return to the Agenda)*
- (p) Rank and Purpose of the four (4) Motion Categories. The purpose of these motion categories is to determine their rank or precedence. There are two (2) important rules of precedence:
- (1) When a motion is being considered, only motions of a higher rank may interrupt it. For example, a motion to adjourn can interrupt any other motion, but a motion to amend cannot interrupt a motion to refer to a committee.
 - (2) Motions are voted on in the reverse order in which they are made – i.e., the most recent motion is decided first.
- (q) Common Motions.
- (1) *The Main Motion.* A *Main Motion* presents an ordinance, resolution, or other proposition for passage, adoption, approval, or rejection. The *Main Motion* becomes the official action of the Governing Body, and must be clear, complete, and easy to understand.
 - a. The question should be stated in affirmative if possible, such as “to approve,” “to adopt,” or “to pass.”
 - b. A *Main Motion* requires a second before it can be discussed, if there is no second, the motion fails.
 - c. Only one *Main Motion* can be considered at a time.
 - d. A Member can give a short explanation before making the motion, but cannot start debate on the motion until it has been seconded and the Presiding Officer gives them the floor.
 - e. *Main Motions* can be debated, amended, and later reconsidered.

- f. A *Main Motion* should not be made if its only purpose is to propose doing nothing. In that situation, no motion is needed because the same result can be accomplished by no motion at all.
- (2) *Motion to Amend*. Amendments must relate directly to the *Main Motion*. The *Motion to Amend* takes priority over the *Main Motion* and must be voted on first. If an Amendment passes, the Governing Body then votes on the *Main Motion* as amended. If an Amendment fails, the *Main Motion* stays as originally proposed. Amendments should be written clearly, and generally add or remove working from the *Main Motion*.
- a. Once an Amendment has been adopted, it cannot be changed at that meeting unless the Governing Body moves for *Reconsideration* of the vote by which it was adopted, or by way of a *Motion to Amend Something Previously Adopted*.
 - b. When a proposed Amendment has been defeated, that same Amendment cannot be proposed again without first Likewise, an Amendment that fails cannot be brought back without a *Motion for Reconsideration*.
 - c. The Presiding Officer may require Amendments to be presented in writing.
 - d. *Withdrawing or Modifying an Amendment*.
 - i. The Maker may withdraw an Amendment before it is seconded and stated by the Presiding Officer. After that point, it can only be withdrawn with the Governing Body's permission.
 - ii. The Maker may modify the Amendment before it is seconded. After that point, it can only be changed with the Governing Body's permission.
 - e. **G**overning bodies of the City do not recognize "Friendly Amendments" – all Amendments must follow the process set forth in this Section.
- (3) *Postpone to a Time Certain*. This motion delays action on a pending question until a specific time, date, or meeting. When that time arrives, the item is included on the agenda to be addressed. The item can be postponed again if doing so will not interfere with the proper handling of the postponed question. *Motions to Postpone to a Time Certain* is debatable, amendable, and may be reconsidered.
- (4) *Previous Question (Call the Question)*. This motion is used to stop debate and immediately mote to a vote.
- a. Before this motion is seconded, the Presiding Officer may ask if anyone objects to closing debate. If there is no objection, debate ends, the Presiding Officer shall immediately state the Motion before the Governing Body and the City Clerk or their designee shall call the roll.
 - b. If even one member objects to closing debate, the Presiding Officer shall ask if there is a second to the motion. If there is a

second to the call, the Presiding Officer shall immediately entertain a vote from the Governing Body as to whether to call the question. Ending debate requires a 2/3 vote of the Governing Body. The *Previous Question* cannot be amended or debated, but it can be reconsidered.

(5) *Point of Order*. The Presiding Officer or any Member of the Governing Body may call attention to a violation of these Rules of Order or other mistake in procedure. The Presiding Officer may permit a brief explanation from the member raising the *Point of Order* before ruling on the claim, and may submit the question to the Governing Body for decision by a majority vote. The Presiding Officer is not required to decide any *Point of Order* not directly presented in the proceedings of the body. Such an assertion does not require a second, is not debatable nor amendable, and cannot be reconsidered. Every member of the Governing Body has a responsibility to require adherence to these rules by fellow members.

(6) *Question of Privilege*. Questions of Privilege do not relate to pending business but have to do with special matters of immediate and overriding importance which, without debate, should be allowed to interrupt the consideration of anything else. The Presiding Officer makes a ruling as to whether it is admitted as a question of privilege and whether it requires consideration before the pending business is resumed.

(7) *Motion to Lay on the Table/Take from the Table*

- a. A Motion to *Lay an Item on the Table* temporarily sets it aside to address something more urgent or when something else needs to be addressed before consideration of the pending question. Items must be taken from the table and acted on before the meeting ends. This motion cannot be debated, amended, or reconsidered.
- b. A Motion to *Take an Item from the Table* brings a question that has previously been tabled back before the Governing Body. This motion is not debatable, not amendable, and cannot be reconsidered.

(8) *Reconsideration*. This Motion allows the Governing body to revisit a previous vote, whether the vote passed or failed.

- a. *Right of Reconsideration*. A Motion to Reconsider may be made at the same meeting, or a subsequent meeting, subject to the following rules:
 - i. The *Motion to Reconsider* must be made by a member who voted on the prevailing side.
 - ii. The *Motion to Reconsider* is inappropriate after the action taken has been carried out or it is too late to reverse it without causing injury.
 - iii. Whether the Governing Body reconsiders the item depends upon whether the *Motion to Reconsider* passes or fails. If the *Motion to Reconsider* passes, the item is immediately

back before the Governing Body for action or can be scheduled for a later meeting. If the *Motion to Reconsider* fails, the original vote stands, and the item remains as adopted.

- iv. A *Motion to Reconsider* – or a statement of intent to move for reconsideration – must be made no later than the next regular meeting of the Governing Body.
 - v. A Member must advise the Presiding Officer of their intent to introduce any *Motions to Reconsider* and follow the agenda process of the Governing Body to add a *Motion to Reconsider* to its agenda.
 - b. *Effect of Reconsideration*. Once a *Motion to Reconsider* is made, or notice of intent to introduce a *Motion to Reconsider* is made, all action related to the subject of the *Motion to Reconsider* shall be suspended until the Governing Body acts upon the *Motion to Reconsider*.
 - c. *Reconsideration at a Subsequent Meeting*. The Governing Body will provide public notice of a *Motion to Reconsider* by ensuring the Motion is placed on their meeting agenda. Whether reconsideration of the item occurs, will depend upon whether the *Motion to Reconsider* passes.
 - d. *Debate on a Motion to Reconsider*. Debate is limited to whether the Governing Body should reconsider the item – not the merits of the item a Member is asking the Governing Body to reconsider.
 - e. *Vote*. A simple majority vote is required to pass a *Motion to Reconsider*, even if the original action required a two-thirds vote.
- (9) *Right of appeal*. Any Member of the Governing Body may challenge a ruling made by the Presiding Officer. If another Member seconds the appeal, the Member appealing may briefly explain the reason for the appeal, and the Presiding Officer may briefly explain the ruling. No one else may speak on the appeal and there shall be no debate or discussion. The Presiding Officer then shall ask the Governing Body "Shall the decision of the chair be sustained?" If a majority of the Members of the Governing Body present votes "yes," then the ruling of the Presiding Officer shall stand; otherwise, the ruling shall be overruled.
- (10) *Consent agenda*. A consent agenda is used to approve several items at once without discussion. When items are placed on a *Consent Agenda*, or a Member moves to place an item on the *Consent Agenda*, it is treated as a request for unanimous agreement to vote on those items right away, with the recommendations contained therein from staff or Members of the Governing Body, without debate or amendments. Any Member may council member may "pull" an item from the *Consent Agenda*, by advising the Presiding Officer prior to reaching the *Consent Agenda* item on the Governing Body's agenda. If an item is pulled from the *Consent Agenda*, it is handled

as though it had never been included in the *Consent Agenda* and will be addressed individually by the Governing Body.

- (11) *Precedence of motion to adjourn.* A motion to adjourn (end the meeting) shall always be allowed and in order, except when a vote is actively taking place.
- (12) *Table of Motions.* The motions listed in the table below are arranged from highest to lowest priority. Higher-priority motions can interrupt lower-priority motions. The table also shows whether each motion can be debated and what type of vote is required:

Table of Motions

<u>Name of Motion</u>	<u>Debatable</u>	<u>Vote Required</u>
Adjourn or Fix Time for Adjournment	No	Simple
Recess.	No	Simple
Question of Privilege.	No	Admissibility is Ruled upon by Presiding Officer
Call to Return to the Agenda	No	Must be enforced on demand of one, unless set aside by 2/3 vote.
Lay on the table (Postpone Temporarily).	No	Simple
Previous Question (End Debate/Vote Immediately).	No	Two-thirds
Limit or Extend Debate.	No	Two-thirds
Postpone to a Time Certain.	Yes	Simple
Refer to Committee.	Yes	Simple
Amend.	Yes	Simple
Postpone Indefinitely.	Yes	Simple
Main Motion.	Yes	Simple
Take From the Table.	No	Simple
Appeal	Yes (limited)	Simple
Point of Order	No	Decision of Presiding Officer (Or Simple Majority if appealed)
Parliamentary Inquiry	No	No vote (answered by Presiding Officer)
Suspend the Rules	No	Two-thirds of Members
Withdraw a Motion	No	Majority (unless unanimous consent)
Object to Consideration	No	Two-thirds required to block consideration
Division of a Question	No	Majority
Division of the Assembly (Request a Counted Vote)	No	Automatic upon request – no vote required.

- (13) *Amendment of ordinances.* It shall be in order to amend an ordinance at any time before final passage.

(14) *Adopted Rules.*

- a. *Use of Roberts Rules.* The Governing Body uses *Robert's Rules of Order, Newly Revised* to guide meeting procedures, unless those rules conflict with state law or with these Rules of Order. If state law and these Rules do not address a procedural question, the Governing Body will follow the most recent edition of *Robert's Rules of Order*.
- b. *Amendment of Rules.* These Rules of Order, unless temporarily suspended as provided herein, can only be changed only by amending this ordinance.
- c. *Suspension of Rules.* The Governing Body may temporarily suspend any of the rules within these Rules of Order with a two-thirds vote of the Members of the Governing Body. If a Member asks to suspend a rule and no other Member objects, the Presiding Officer may announce that the rule is suspended and the body may proceed.
- d. *Violation of Rules.* Violation of these Rules or Order does not invalidate any action of the Governing Body.

(15) *Effect of passed vote.* Notwithstanding anything to the contrary in state law, whether statutory or common, a member who passes his or her vote on a measure being voted upon by the city council, or who is disqualified from voting on such measure, shall be deemed to be absent from the meeting for purposes of such vote (without regard to his or her actual physical presence at the meeting).

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-31 (RULES OF ORDER) IN DIVISION 2 (MEETINGS), ARTICLE II (CITY COUNCIL), OF CHAPTER 2 (ADMINISTRATION), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO CLARIFY THE RULES OF ORDER GOVERNING THE MEETINGS OF THE MINOT CITY COUNCIL

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

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers; and

WHEREAS, the Minot City Council desires to amend the Rules of Order established in its code of ordinances governing its meetings to add clarity; and

Deleted: clarify

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

§ 1. That Sec. 2-31 (Rules of Order) in Division 2 (Meetings), Article II (City Council) of Chapter 2 (Administration), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 2-31. Rules of order.

(a) Scope. This Section's Rules of Order shall apply to the conduct of meetings of the Minot City Council, and all City Boards, Commissions, and Committees ("Governing Bodies").

Deleted: (a)

(b) Definitions of Parliamentary Terms. The following are definitions of various terms of parliamentary procedure applicable to meetings subject to this Section.

(1) *Adjourn* means to officially end the meeting.

(2) *Adopt* means to formally approve something before the Governing Bodies.

(3) *Adopt a report or staff recommendation* means to formally accept a report or staff recommendation. Adoption commits the Governing Body agrees with the report and staff recommendation and everything in it.

(4) *Affirmative Vote* means a "yes" vote to a question before the Governing Body, and signifies agreement with the question.

(5) *Agenda* means the official list of items the Governing Body will consider at their meeting.

- (6) *Amend* means to change, by adding, removing, or modifying words or provisions.
- (7) *Annul* means to void or cancel a previous decision or action.
- (8) *Appeal* means to ask the full Governing Body to vote on whether to uphold or overturn a ruling made by the Presiding Officer.
- (9) *Call the Question (Previous Question)* is a motion to immediately end debate, shut off subsidiary motions, and move to a vote on the Main Motion. Another form of the motion is "Previous Question."
- (10) *Common Law* refers to law that is developed by court decisions, rather than statutes. They are laws created by a judge, not a legislative body.
- (11) *Debatable* means capable of being discussed.
- (12) *Division of a Question* means separating one motion into separate parts so that each question can be voted on individually.
- (13) *Unanimous Consent* (also referred to as "general consent") refers to an informal method of disposing of routine and generally favored proposals by the Presiding Officer assuming the group's approval, unless a member of the Governing Body raises an objection. Example: Adjournment of the meeting will frequently occur by unanimous consent.
- (14) *Incidental Motions* means motions that concern procedural issues or rights that come up during a meeting.
- (15) *Lay on the Table (Postpone Indefinitely)* means to temporarily set aside a matter until a later time during the same meeting at which the motion is adopted in order to handle a more urgent matter. Another form of this motion is to "Postpone Indefinitely."
- (16) *Limit Debate* means to place restrictions on the time devoted to debate on a question, the number of speakers, or the time allotted to each speaker.
- (17) *Main Motion* means a formal proposal for the Governing Body to take action or express an opinion. This motion brings the subject before the Governing Body for discussion and decision.
- (18) *New Business* means any business other than unfinished or "old business" which may be properly brought before the Governing Body for the first time.
- (19) *Object to Consideration* means to oppose the discussion and decision on a Main Motion.
- (20) *Order of Business* refers to the sequence of agenda items are arranged and considered during a meeting. It sets the order in which the Governing Body takes up each item of business.
- (21) *Ordinance* refers to a law created by the City Council.
- (22) *Pending Question* refers to a motion currently being considered by the Governing Body that has not yet been voted upon.

- (23)Postpone to a Time Certain means to delay consideration of a motion to a specific future meeting or time.
- (24)Postpone Indefinitely means to kill a motion by deferring consideration of the motion indefinitely with no plan to return to it.
- (25)Postpone temporarily (Lay on the Table) means to pause consideration of the motion until a later time in the same meeting. Another form of this motion is to "Lay on the Table."
- (26)Precedence means the order oof priority for different types of motions.
- (27)Presiding Officer means the individual leading the meeting. For the City Council the Presiding Officer is the Mayor. For all other Governing Bodies, the Presiding Officer is the Chair of that body.
- (28)Privileged Motions are high-priority motions that take precedence over everything else because they involve urgent matters.
- (29)Previous Question (Call the Question) is a motion to immediately end debate, shut off subsidiary motions, and move to a vote on the Main Motion. Another form of the motion is "Call the Question."
- (30)Question of Privilege means request or motion affecting the comfort, rights, or convenience of the Governing Body of an individual member.
- (31)Reconsider means a motion to cancel the effect of a vote so that the question may be reviewed and redecided by the Governing Body.
- (32)Refer to Committee means the Governing Body is sending a matter to a smaller group for further study, recommendation, or action.
- (33)Resume Consideration (Take from the Table) means to take up for consideration a matter that was postponed temporarily. Another form of the motion is "Take from the Table."
- (34)Special Committee means a committee appointed to accomplish a specific task and to submit a report to the Governing Body. The Special committee will automatically disband once the assigned task is completed.
- (35)Special Meeting means a meeting called to consider certain specific items that of business that must be listed in the meeting notice.
- (36)Standing Committee means a permanent committee assigned to a particular subject area.
- (37)Unfinished Business refers to any business or items carried over to a following meeting because they were postponed or not completed at a prior meeting. Unfinished business will be addressed as an 'Action Item' at the following meeting.
- (38)Voice Vote means a vote taken by saying "aye/Yes" or "No" and judged by the volume of the voice response.
- (39)Withdraw means a motion by a member to remove their motion from consideration by the Governing Body.

(c) Duties of the Presiding Officer. The presiding officer shall possess the powers and perform the following duties:

- (1) Assist with preparation of the Agenda for consideration by the Governing Body;
- (2) Preserve order and decorum and oversee the meeting room;
- (3) Announce each agenda item in the order it will be considered by the Governing Body;
- (4) Recognize the individuals who are entitled to speak and oversee the proceedings by directing the flow of discussion and ensuring that members of the Governing Body and the public remain focused on the matter or question currently before the Governing Body;
- (5) Invite public input on agenda items when appropriate;
- (6) Decide all procedural questions (points of order), unless the Presiding Officer prefers to submit the question to Governing Body to decide the issue, or the decision of the Presiding Officer is appealed to the Governing Body;
- (7) Call for a vote on all motions properly before the Governing Body;
- (8) Prevent the attacking of personalities or the impugning of members' motives;
- (9) The Presiding Officer may make and second motions.
- (10)The Presiding Officer may participate in debate without the need to relinquish their position as the chair of the meeting.
- (11)The Presiding Officer may vote on the Motion before the Governing Body.

(d) Duties of Members of the Governing Body.

- (1) Members of the Governing Body are expected to attend all scheduled meetings, and shall make every effort to attend all special meetings.
- (2) Each Member in attendance is expected to vote for or against all measures before the Governing Body, unless there is a conflict of interest, for which recusal is required. Such conflict-of-interest disclosures shall be recorded in the minutes.
- (3) Members shall not explain their vote while the voting is taking place, because doing so counts debate.
- (4) Initiating Proposals. Requests to initiate ordinances shall be directed through the City Manager. If a Member wants to introduce an ordinance, it is their responsibility to present the ordinance to the City Council. City staff can help prepare any necessary documents.
- (5) Public Statements by Members of the Governing Body.
 - (1) When making public statements, Members must make it clear that they are expressing their own views unless the Presiding Officer or a majority of the Council has authorized them to speak for the Governing Body as a whole.

Deleted: In addition to such supplementary rules of order as may be adopted by resolution from time to time, the

Deleted: rules of order applicable to meetings of the city council shall be as follows: ¶

(1) Preservation of order

Deleted: have general direction of the Council chambers and other meeting locations

Deleted: the business before the body in the order in which it is to be acted upon

Deleted: ¶

Deleted: <#>Recognize the speakers entitled to the floor and guide and direct the proceedings of the body; ¶
Call for public input on Agenda items

Deleted: all points of order, subject to appeal, unless the presiding officer prefers to submit the question to the decision of the Council

Deleted: ;

Deleted: Put to vote all questions which are regularly moved or otherwise arise in the course of the Council proceedings

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Deleted: , confine members in debate to the question under discussion, and decide all points of order, subject to an appeal to the city council.

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Deleted:

(2) Members must inform the Presiding Officer, as soon as reasonably possible, about any significant communications with groups and individuals not affiliated with the City of Minot – whether those communications were directed to, or initiated by the Member.

(3) Members must refrain from negotiating contracts or agreements on behalf of the Governing Body unless they have been authorized to do so by Governing Body.

(e) Duties of all Speakers Addressing the Governing Body.

(1) All speakers, including Members of the Governing Body, shall address all remarks through the Presiding Officer.

(2) All speakers shall abide by the City of Minot's Public Comment Policy, confine their remarks to the question under discussion or debate, and avoid personal references or attacks.

(3) No speaker shall engage in private discourse or commit any other act tending to distract the attention of the Governing Body from the business before it.

(4) A speaker who resorts to persistent irrelevance or persistent repetition may be directed to discontinue their speech by the Presiding Officer.

(f) Motion Practice. Meetings are conducted through motions. A motion is simply a formal proposal for the Governing Body to consider and take action on. Members shall follow these steps for handling a motion:

(1) Member seeks recognition from the Presiding Officer.

(2) The Presiding Officer recognizes the Member.

(3) The Member makes the motion.

(4) Another member seconds the motion. A second does not require recognition by the Presiding Officer.

(5) The Presiding Officer repeats the motion exactly as stated by the moving Member.

(6) Members may discuss the motion, if debatable. Debate will typically begin by the Presiding Officer recognizing the moving Member.

(7) The Presiding Officer will call for a vote on the Motion.

(8) The City Clerk or other designee calling the roll will then announce the result of the vote.

(g) Addressing the Presiding Officer. Any Member of the Governing Body may make a motion at an appropriate time when no one else is speaking. In most cases it is out of order to interrupt a speaker. To present a motion, the Member first addresses the Presiding Officer by their title, which signals a request for permission to present a motion, or discuss a motion on the floor.

(h) Recognition by the Presiding Officer. The Presiding Officer recognizes a Member by naming them, nodding, or otherwise signaling recognition. Once recognized, the Member has the floor and is entitled to the undivided

attention of the Governing Body while they propose or discuss the matter being considered by the Governing Body.

(i) Form of Motions. A motion is a proposal that the Governing Body takes specific action, or expresses a particular position. Motions must begin with "I move. . .," followed by the proposal to be considered. Motions should be phrased in the affirmative to avoid confusion. A short introductory comment may preface a motion, but discussion or debate is not allowed until the Presiding Officer states the motion to the Governing Body. If the Governing Body desires to discuss the item before a motion is made, a Member may move that the topic be considered informally.

(j) Second to the Motion.

(1) After a Member has proposed a motion, another member may say "I second the motion." without being recognized by the Presiding Officer. If the Presiding Officer does not hear a second, the Presiding Officer should ask "Is there a second to the motion that . . ." and repeat the motion, since it may be that some of the members have not understood its meaning. If no Member seconds the motion, the Presiding Officer shall declare the motion "lost for lack of a second."

(2) Seconding a motion only means that the Member wants the Governing Body to consider the motion. It does not mean the seconder must favor the motion, or intend to vote for it. The rule requiring a motion and a second ensures that at least two Members of the Governing Body believe a topic is worth discussing.

(3) Routine motions – such as approving minutes or adjourning the meeting – are often handled by unanimous consent or a voice vote, where the Presiding Officer states the action without waiting for a second unless a Member objects. If a Member does object, a second is required.

(k) Presiding Officer States the Motion.

(1) Once a motion is properly made and seconded, the Presiding Officer must restate it exactly as presented. Until the Presiding Officer does this, the maker of the motion may change or withdraw it. Once stated by the Presiding Officer, the motion belongs to the Governing Body.

(2) If a motion is unclear, confusing, or too complex, the Presiding Officer has the duty to ask the Member to restate it or help clarify the wording without changing its meaning. The Presiding Officer should confirm with the Member whether the rephrased motion, as stated to the body, expresses the proposal correctly.

(3) If the motion is illegal, violates an ordinance, or is being proposed to delay business, or is otherwise unsuitable for consideration by the Governing Body, the Presiding Officer may say, "The chair rules your motion out of order," and explain the reason.

(l) Debate and Discussion. The Member who made the motion shall be recognized first in debate and have the privilege of closing debate, unless debate is closed earlier by a motion for *Previous Question*. A member must obtain the floor in the same way as when making a motion. Once recognized, the Presiding Officer shall protect that Member's right to speak so long as that Member observes the rules of decorum and stays on topic

by confining their remarks to the subject of the motion. Members may not be interrupted except to raise a *Point of Order*. If the Member is called to order, they shall cease speaking until the *Point of Order* is decided, after which debate may proceed. If the Presiding Officer calls a Member to order, they must stop speaking until the Presiding Officer rules on the *Point of Order*, after which debate may proceed. Debate must stay focused on the motion itself and all comments must be directed through the Presiding Officer.

(m) *Voting on the Motion*. When it appears that discussion and debate has ended, the Presiding Officer may inquire "Is there any further discussion?" or, "Are the Members ready for the vote?" This query gives notice that debate is about to close and if any Member wishes to claim the floor, they must do so immediately. If no one requests the floor, the Presiding Officer states the final form of the motion, including any amendments, and calls for a vote. The City Clerk, or their designee, will then conduct the vote and announce the result. The announcement of the vote by the City Clerk, or their designee, completes the process from final introduction of the motion to its final decision by the Governing Body.

(n) *Precedence and Classification of Motions*. The rank or precedence of motions helps meetings run efficiently by ensuring each motion is attended to the correct order. The order of precedence of motions is set by their urgency – the more urgent a motion is, the higher its rank.

(o) *Motions are classified into four (4) groups:*

(1) *Main Motions*. These bring a new issue or proposal before the Governing Body and constitute the principal business of a meeting. When adopted, they become official actions of the Governing Body.

(2) *Subsidiary Motions*. These motions are alternative methods of changing or disposing of the main motion. They can only be made when a main motion is on the table. Subsidiary motions include:

- a. *Lay on the Table*.
- b. *Previous Question*.
- c. *Limit or Extend Debate*.
- d. *Postpone to Time Certain*.
- e. *Refer to Committee*.
- f. *Amend*.
- g. *Postpone Indefinitely*.

(3) *Incidental Motions*. These motions handle procedural questions that arise during discussion and must be decided immediately. They may be proposed at any time and must be decided whenever they arise, therefore they present no problem of precedence. The most common incidental motions are:

- a. *Appeal*.
- b. *Point of Order*.
- c. *Parliamentary Inquiry*.

d. Suspend the Rules.

e. Withdraw a Motion.

f. Object to Consideration.

g. Division of a Question.

h. Division of the Assembly.

i. Other motions may arise incidentally during the discussion of another motion. Further examples of motions which may arise incidentally are: Motion to Excuse a Member from Voting, Motion to Consider a Resolution Paragraph by Paragraph, and a Motion to Close Nominations.

(4) Privileged Motions. These are urgent motions that relate to the meeting or members and must be decided before other business. They include:

a. Fix Time for Adjournment.

b. Adjourn.

c. Take a Recess.

d. Raise a Question of Privilege.

e. Call for Orders of the Day (Return to the Agenda)

(p) Rank and Purpose of the four (4) Motion Categories. The purpose of these motion categories is to determine their rank or precedence. There are two (2) important rules of precedence:

(1) When a motion is being considered, only motions of a higher rank may interrupt it. For example, a motion to adjourn can interrupt any other motion, but a motion to amend cannot interrupt a motion to refer to a committee.

(2) Motions are voted on in the reverse order in which they are made – i.e., the most recent motion is decided first.

(q) Common Motions.

(1) The Main Motion. A Main Motion presents an ordinance, resolution, or other proposition for passage, adoption, approval, or rejection. The Main Motion becomes the official action of the Governing Body, and must be clear, complete, and easy to understand.

a. The question should be stated in affirmative if possible, such as "to approve," "to adopt," or "to pass."

b. A Main Motion requires a second before it can be discussed, if there is no second, the motion fails.

c. Only one Main Motion can be considered at a time.

d. A Member can give a short explanation before making the motion, but cannot start debate on the motion until it has been seconded and the Presiding Officer gives them the floor.

e. Main Motions can be debated, amended, and later reconsidered.

f. A Main Motion should not be made if its only purpose is to propose doing nothing. In that situation, no motion is needed because the same result can be accomplished by no motion at all.

(2) Motion to Amend. Amendments must relate directly to the Main Motion. The Motion to Amend takes priority over the Main Motion and must be voted on first. If an Amendment passes, the Governing Body then votes on the Main Motion as amended. If an Amendment fails, the Main Motion stays as originally proposed. Amendments should be written clearly, and generally add or remove working from the Main Motion.

a. Once an Amendment has been adopted, it cannot be changed at that meeting unless the Governing Body moves for Reconsideration of the vote by which it was adopted, or by way of a Motion to Amend Something Previously Adopted.

b. When a proposed Amendment has been defeated, that same Amendment cannot be proposed again without first Likewise, an Amendment that fails cannot be brought back without a Motion for Reconsideration.

c. The Presiding Officer may require Amendments to be presented in writing.

d. Withdrawing or Modifying an Amendment.

i. The Maker may withdraw an Amendment before it is seconded and stated by the Presiding Officer. After that point, it can only be withdrawn with the Governing Body's permission.

ii. The Maker may modify the Amendment before it is seconded. After that point, it can only be changed with the Governing Body's permission.

e. Governing bodies of the City do not recognize "Friendly Amendments" – all Amendments must follow the process set forth in this Section.

(3) Postpone to a Time Certain. This motion delays action on a pending question until a specific time, date, or meeting. When that time arrives, the item is included on the agenda to be addressed. The item can be postponed again if doing so will not interfere with the proper handling of the postponed question. Motions to Postpone to a Time Certain is debatable, amendable, and may be reconsidered.

(4) Previous Question (Call the Question). This motion is used to stop debate and immediately mote to a vote.

a. Before this motion is seconded, the Presiding Officer may ask if anyone objects to closing debate. If there is no objection, debate ends, the Presiding Officer shall immediately state the Motion before the Governing Body and the City Clerk or their designee shall call the roll.

b. If even one member objects to closing debate, the Presiding Officer shall ask if there is a second to the motion. If there is a

Commented [SS1]: Or in the alternative: "Governing Bodies of the City may use "friendly amendments," which are suggested changes to a main motion that can be accepted without a formal vote. If someone proposes a friendly amendment, the Presiding Officer must ask the Governing Body if anyone objects. If no Member objects, the amendment is added to the Main Motion. If even one Member objects, the amendment must be treated like any other amendment: the proposer must formally move the Amendment, it must receive a second, and the Governing Body must vote on it.

second to the call, the Presiding Officer shall immediately entertain a vote from the Governing Body as to whether to call the question. Ending debate requires a 2/3 vote of the Governing Body. The Previous Question cannot be amended or debated, but it can be reconsidered.

(5) Point of Order. The Presiding Officer or any Member of the Governing Body may call attention to a violation of these Rules of Order or other mistake in procedure. The Presiding Officer may permit a brief explanation from the member raising the Point of Order before ruling on the claim, and may submit the question to the Governing Body for decision by a majority vote. The Presiding Officer is not required to decide any Point of Order not directly presented in the proceedings of the body. Such an assertion does not require a second, is not debatable nor amendable, and cannot be reconsidered. Every member of the Governing Body has a responsibility to require adherence to these rules by fellow members.

(6) Question of Privilege. Questions of Privilege do not relate to pending business but have to do with special matters of immediate and overriding importance which, without debate, should be allowed to interrupt the consideration of anything else. The Presiding Officer makes a ruling as to whether it is admitted as a question of privilege and whether it requires consideration before the pending business is resumed.

(7) Motion to Lay on the Table/Take from the Table

a. A Motion to Lay an Item on the Table temporarily sets it aside to address something more urgent or when something else needs to be addressed before consideration of the pending question. Items must be taken from the table and acted on before the meeting ends. This motion cannot be debated, amended, or reconsidered.

b. A Motion to Take an Item from the Table brings a question that has previously been tabled back before the Governing Body. This motion is not debatable, not amendable, and cannot be reconsidered.

(8) Reconsideration. This Motion allows the Governing body to revisit a previous vote, whether the vote passed or failed.

a. Right of Reconsideration. A Motion to Reconsider may be made at the same meeting, or a subsequent meeting, subject to the following rules:

i. The Motion to Reconsider must be made by a member who voted on the prevailing side.

ii. The Motion to Reconsider is inappropriate after the action taken has been carried out or it is too late to reverse it without causing injury.

iii. Whether the Governing Body reconsiders the item depends upon whether the Motion to Reconsider passes or fails. If the Motion to Reconsider passes, the item is immediately

back before the Governing Body for action or can be scheduled for a later meeting. If the *Motion to Reconsider* fails, the original vote stands, and the item remains as adopted.

iv. A *Motion to Reconsider* – or a statement of intent to move for reconsideration – must be made no later than the next regular meeting of the Governing Body.

v. A Member must advise the Presiding Officer of their intent to introduce any *Motions to Reconsider* and follow the agenda process of the Governing Body to add a *Motion to Reconsider* to its agenda.

b. *Effect of Reconsideration*. Once a *Motion to Reconsider* is made, or notice of intent to introduce a *Motion to Reconsider* is made, all action related to the subject of the *Motion to Reconsider* shall be suspended until the Governing Body acts upon the *Motion to Reconsider*.

c. *Reconsideration at a Subsequent Meeting*. The Governing Body will provide public notice of a *Motion to Reconsider* by ensuring the Motion is placed on their meeting agenda. Whether reconsideration of the item occurs, will depend upon whether the *Motion to Reconsider* passes.

d. *Debate on a Motion to Reconsider*. Debate is limited to whether the Governing Body should reconsider the item – not the merits of the item a Member is asking the Governing Body to reconsider.

e. *Vote*. A simple majority vote is required to pass a *Motion to Reconsider*, even if the original action required a two-thirds vote.

(9) *Right of appeal*. Any Member of the Governing Body may challenge a ruling made by the Presiding Officer. If another Member seconds the appeal, the Member appealing may briefly explain the reason for the appeal, and the Presiding Officer may briefly explain the ruling. No one else may speak on the appeal and there shall be no debate or discussion. The Presiding Officer then shall ask the Governing Body "Shall the decision of the chair be sustained?" If a majority of the Members of the Governing Body present votes "yes," then the ruling of the Presiding Officer shall stand; otherwise, the ruling shall be overruled.

(10) *Consent agenda*. A consent agenda is used to approve several items at once without discussion. When items are placed on a *Consent Agenda*, or a Member moves to place an item on the *Consent Agenda*, it is treated as a request for unanimous agreement to vote on those items right away, with the recommendations contained therein from staff or Members of the Governing Body, without debate or amendments. Any Member may council member may "pull" an item from the *Consent Agenda*, by advising the Presiding Officer prior to reaching the *Consent Agenda* item on the Governing Body's agenda. If an item is pulled from the *Consent Agenda*, it is handled

as though it had never been included in the *Consent Agenda* and will be addressed individually by the Governing Body.

(11) *Precedence of motion to adjourn.* A motion to adjourn (end the meeting) shall always be allowed and in order, except when a vote is actively taking place.

(12) *Table of Motions.* The motions listed in the table below are arranged from highest to lowest priority. Higher-priority motions can interrupt lower-priority motions. The table also shows whether each motion can be debated and what type of vote is required:

Table of Motions

Name of Motion	Debatable	Vote Required
Adjourn or Fix Time for Adjournment	No	Simple
Recess	No	Simple
Question of Privilege	No	Admissibility is Ruled upon by Presiding Officer
Call to Return to the Agenda	No	Must be enforced on demand of one, unless set aside by 2/3 vote.
Lay on the table (Postpone Temporarily)	No	Simple
Previous Question (End Debate/Vote Immediately)	No	Two-thirds
Limit or Extend Debate	No	Two-thirds
Postpone to a Time Certain	Yes	Simple
Refer to Committee	Yes	Simple
Amend	Yes	Simple
Postpone Indefinitely	Yes	Simple
Main Motion	Yes	Simple
Take From the Table	No	Simple
Appeal	Yes (limited)	Simple
Point of Order	No	Decision of Presiding Officer (Or Simple Majority if appealed)
Parliamentary Inquiry	No	No vote (answered by Presiding Officer)
Suspend the Rules	No	Two-thirds of Members
Withdraw a Motion	No	Majority (unless unanimous consent)
Object to Consideration	No	Two-thirds required to block consideration
Division of a Question	No	Majority
Division of the Assembly (Request a Counted Vote)	No	Automatic upon request – no vote required.

(13) *Amendment of ordinances.* It shall be in order to amend an ordinance at any time before final passage.

Deleted: Right of appeal. Any member of the city council may appeal to the city council from a ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state his reason therefor, and the presiding officer may briefly explain his ruling; but there shall be no debate on the appeal and no other member shall participate in the discussion. The presiding officer shall then put the question, "Shall the decision of the chair be sustained?" If a majority of the members present vote "aye," then the ruling of the chair shall be sustained; otherwise, it shall be overruled. ¶

(3) *Obtaining the floor.* When any member is about to address the city council, he need not rise from his seat, but shall respectfully address the presiding officer by title, and when recognized by the chair, the member shall confine himself to the question under debate, avoid the attacking of personalities and refrain from impugning the motives of any other member's argument or vote. ¶

(4) *Stating of motion.* When a motion is made, it shall be stated by the presiding officer or read by the city clerk prior to voting thereon. ¶

(5) *Debate limitation.* No member of the city council shall speak more than twice at the same meeting on any question, except by leave of the presiding officer. No speaker shall address the city council for a period longer than five (5) minutes without permission given by the presiding officer. Otherwise it shall be the duty of the presiding officer to call the speaker to order upon the expiration of the time limit. This rule may be suspended at any time by a majority vote of the city council. ¶

(6) *Member called to order.* When a member is called to order, he shall not proceed until the question of order is decided. ¶

... [1]

Deleted: Majority

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Deleted: a committee

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Deleted: Main motion

Deleted: from the table

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(14) Adopted Rules.

a. Use of Roberts Rules. The Governing Body uses Robert's Rules of Order, Newly Revised to guide meeting procedures, unless those rules conflict with state law or with these Rules of Order. If state law and these Rules do not address a procedural question, the Governing Body will follow the most recent edition of Robert's Rules of Order.

b. Amendment of Rules. These Rules of Order, unless temporarily suspended as provided herein, can only be changed only by amending this ordinance.

c. Suspension of Rules. The Governing Body may temporarily suspend any of the rules within these Rules of Order with a two-thirds vote of the Members of the Governing Body. If a Member asks to suspend a rule and no other Member objects, the Presiding Officer may announce that the rule is suspended and the body may proceed.

d. Violation of Rules. Violation of these Rules or Order does not invalidate any action of the Governing Body.

(15) Effect of passed vote. Notwithstanding anything to the contrary in state law, whether statutory or common, a member who passes his or her vote on a measure being voted upon by the city council, or who is disqualified from voting on such measure, shall be deemed to be absent from the meeting for purposes of such vote (without regard to his or her actual physical presence at the meeting).

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

Deleted: 3

Deleted: Robert's Rules of Order

Deleted: Any question of procedure not covered herein shall be governed by Robert's Rules of Order.

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Deleted: (15) Equivalent motions. A motion- ¶
a. To hold; or ¶
b. To table; or ¶
c. To lay on the table; or ¶
d. To postpone to a time certain; or ¶
e. To postpone indefinitely- ¶
will (except when the discussion or other circumstances indicate a contrary intent), be treated and recorded as being a "motion to hold." A "motion to hold" will be considered a short-hand form of moving that debate on the main motion cease immediately and that such main motion be put on the agenda of the next meeting of the body (full council or committee thereof), in which the motion to hold is made. The motion to hold shall require only a simple majority to pass and shall be debatable, but the debate may go only to the merits of postponing consideration of the main motion, and not to the merits of the main motion itself. A "motion to hold in committee," when made at the city council level, shall be treated and recorded as being a motion to refer the main motion to the committee from whence it originated. ¶
(b) A majority vote of the council is required to pass a resolution establishing, amending, or repealing the rules of order of the city council supplementary to those provided for in subsection (a). ¶



TO: Mayor and Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: April 6, 2026

**SUBJECT: APPROVE RESOLUTION OFFERING TO PURCHASE LAND AND
AUTHORIZING USE OF EMINENT DOMAIN AUTHORITY**

I. RECOMMENDED ACTION

It is recommended City Council pass the attached resolution offering to purchase land and authorize the use of eminent domain authority and authorize the Mayor and Finance Director to sign the resolution.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

The property at 500 15th St SE has been identified as a required acquisition for the Mouse River Enhanced Flood Protection Project. It contains a deteriorated 1,875 square foot residential structure. The owner's nephew holds Power of Attorney (POA) for the property. Despite multiple outreach attempts by the City's contractor, CDM Smith, neither the owner nor the POA representative has responded to the offer package.

B. Proposed Project

Because voluntary acquisition efforts have been unsuccessful, City staff and contract counsel recommend initiating eminent domain proceedings to maintain the construction schedule for the flood control project.

C. Recommendation Detail

The City offered \$5,000 for the property, based on written appraisals. The offer was sent via certified mail on February 10, 2026, and subsequent attempts to contact the owner or POA representative have received no response. Staff recommends proceeding with the eminent domain process.

IV. IMPACT

A. Service/Delivery Impact:

Because attempts to contact the property owner have been unsuccessful, authorizing eminent domain proceedings will help ensure the flood control project stays on schedule and avoids delays to future construction phases.

B. Fiscal Impact

The legal service costs associated with this action are eligible for 75% reimbursement under the City of Minot's cost share agreement with the Department of Water Resources (DWR). The remaining 25% local match will be funded through a combination of CDBG-NDR and local sales tax once the CDBG-NDR leverage requirement is met.

Project Costs

Costs for eminent domain legal services will be billed on an hourly basis in accordance with the services agreement executed between the City of Minot and Swanson & Warcup, LTD, in February 2026.

Project Funding

75% DWR/25% Local Match

VI. ALTERNATIVES

Alternative 1: The City Council could decline to pass the attached resolution, not commence eminent domain proceedings, and provide direction to City staff and contract counsel on how to proceed.

BEFORE THE CITY COUNCIL, CITY OF MINOT, NORTH DAKOTA
RESOLUTION OFFERING TO PURCHASE LAND AND
AUTHORIZING USE OF EMINENT DOMAIN AUTHORITY

WHEREAS, the City of Minot is a North Dakota municipal corporation;

WHEREAS, the Mouse River, its tributaries, and associated drain systems are prone to frequent flooding, which presents a significant risk to the inhabitants, property, and infrastructure of the City of Minot and surrounding areas;

WHEREAS, the City Council has adopted a flood control project to protect the City of Minot, its residents, and infrastructure;

WHEREAS, the City Council for the City of Minot finds it necessary for the public use and purpose of constructing, operating and maintaining a flood control project to protect the City of Minot, its residents and infrastructure, to acquire certain property for the construction, operation and maintenance of a flood control project and related infrastructure including, but not limited to, dikes, levees, floodwalls, pipes, ditches, and flumes within and without the City of Minot, North Dakota;

WHEREAS, the City of Minot, based upon information and recommendation provided by City of Minot staff and consulting engineers, has identified properties necessary to be acquired in order to construct, operate, and maintain a flood control project; and

WHEREAS, pursuant to that public use and purpose, the City must acquire the following described property which is necessary for the construction and operation of the flood control project and related infrastructure, which property is located in Ward County, State of North Dakota, and described as follows:

Property Address:	500 - 15 th Street SE, Minot, ND 58701
Record Title Owner:	Lynette Gotvaslee
Legal Description:	Lot 153, Lenox Park, an addition to the City of Minot, North Dakota

WHEREAS, an offer to purchase the property, based upon a written appraisal, has been made to the property owner listed above in an amount equal to the amount believed to be just compensation or fair market value. A copy of the written appraisal has been provided to the property owner listed above. The City of Minot staff and consultants have, in good faith, undertaken reasonable and diligent efforts to acquire the property by negotiation, but have been unsuccessful.

NOW, THEREFORE, BE IT RESOLVED that the public purpose and use for the property identified herein is a use provided for by law;

BE IT FURTHER RESOLVED that it is necessary for the City of Minot to acquire the property described herein to allow for construction, operation, and maintenance of a flood protection project to protect the City of Minot, its residents, and infrastructure;

BE IT FURTHER RESOLVED, that pursuant to N.D.C.C. §§ 40-05-01, 40-05-02, 40-05.1-06, and N.D.C.C. ch. 32-15, the City of Minot hereby authorizes the use and initiation of eminent domain proceedings to acquire the property described herein for the construction, operation, and maintenance of a flood control project and related infrastructure.

Adopted this _____ day of _____ 2026.

Approved:

Mark Jantzer, Mayor

ATTEST:

David Lakefield, Finance Director

The motion for the adoption of the foregoing Resolution was made by _____ and duly seconded by _____. On roll-call vote, the following members voted in favor thereof: _____

The following members voted against such resolution: _____

The following members were absent: _____

The motion carried and the Resolution was duly adopted by the City Council of Minot, North Dakota on the _____ day of _____ 2026.

David Lakefield, Finance Director

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: April 6, 2026

SUBJECT: CASE NO. FI-19 - A REQUEST BY CHURCH OF ST. LEO - MINOT TRUSTEE INC., FOR A FORGIVABLE LOAN OF UP TO \$65,250 FOR FACADE IMPROVEMENTS AT 209 1ST ST. SE

I. RECOMMENDED ACTION

It is recommended City Council approve the item and authorize the Mayor to execute the contract.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Church of St. Leo - Minot Trustee, Inc. owns the building located at 218 1st St. SE. They are requesting facade improvement program funding to renovate the eastern facade of the building that faces 1st Street SE.

B. Proposed Project

The project will replace all windows and doors facing the street. The applicant is required to install an ADA push-button door on the building per city ordinance. The applicant has selected the door on the south side of the building for ADA accessibility.

C. Recommendation Detail

Staff has reviewed the plans for compliance with the minimum requirements of the program. The applicant is protected from discrimination by the Religious Land Use and Institutionalized Persons Act (RLUPA) of 2000 (Federal law). RLUPA prevents local governing bodies from imposing discriminatory or substantially burdensome regulations and policies on religious institutions. It also requires governing bodies to treat religious groups equally with nonreligious institutions and businesses.

IV. IMPACT

A. Service/Delivery Impact:

N/A

B. Fiscal Impact

Briefly state how this project is being funded. Add written context in the paragraph so the dollar amounts, sources of funding, and expenses are made clear and document whether the project was included in the approved budget.

Project Costs

The overall project cost is \$87,000.00. The applicant is eligible for a maximum of \$65,250.00 in assistance.

Project Funding

Facade Improvement Program

VI. ALTERNATIVES

The Council can table this item and request more information.

The Council can deny this item and risk violating Federal law.

City of Minot

Economic Development Division

Application for City of Minot Façade Improvement Program

Office Address: 1025 31st St SE

Mailing Address: PO Box 5006

Minot, ND 58702

Email: jonathan.rosenthal@minotnd.org

(701) 420-4524

APPLICANT INFORMATION

Church of St. Leo - Minot Trustee, Inc., 218 1st St SE Minot

Building Owner

Address

Primary Contact?

Phone

Email

Fr. Todd Kreitingner

Applicant (if different)

Address

Primary Contact?

Phone

Email

Is the applicant a subsidiary or direct/indirect affiliate of any other organization? Yes No

GENERAL INFORMATION

Building Address 208 1st St SE, Minot Property Zoning C3/Central Business

Year building was built and (approximate) dates of any exterior changes?

Is the property currently occupied? Yes ☒ No

If no, what is the current use of the property? Being renovated to office space, CCD classrooms, Storage

Please list each occupant of the facility in question, together with a description of the business use, their percentage of occupancy of the facility to be financed, and include a copy of their lease.

Occupant 1 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
St. Leo's Church office	50%	Permanent		Office space

Occupant 2 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
St. Leo's Church	50%			Storage

Occupant 3 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
--------------------------	------------	------------	--------------	---------------

ADDITIONAL PROPERTY OWNER INFORMATION: list all additional property owners below

Additional Property Owner 1 Address

Phone % Ownership

Additional Property Owner 2 Address

Phone % Ownership

Does any individual person or organization not listed above hold any interest in the property, directly or indirectly? Yes No

REQUIRED SUBMISSION MATERIALS

Letter from licensed roofing contractor, architect, or engineer of 10-year roof life (with Photos)

Proof of ownership and legal description

Submit clear 5 X 7 inch photo(s) or digital images by email (preferred) of the entire façade, including separate photos of any details to be repaired, removed, etc.

Submit/attach a copy of Minot Assessors Property Card

Submit copies of any historic photos or blueprints of the property (electronic preferred or 5 X 7 or larger)

Drawings of existing façade, if available. Walk through examination with the staff

Drawings of proposed façade changes. (Conceptual Drawings or Plans of Proposed Work)

PROVIDE DESCRIPTION OF THE ORIGINAL FAÇADE (Materials, width and height, windows, year, style, design)

See attachment

(Please ask your designer staff for some help if you need any advice)

PROVIDE DESCRIPTION OF RENOVATED FAÇADE (Materials, width and height, windows, year, design)

See attachment

(Please ask your designer staff for some help if you need any advice) (You may wish to consult an architect or design professional)

WORK TO BE PERFORMED (May submit on a separate sheet)

Design work

Removal of inappropriate materials and other demos

Repair or Replacement of display windows with

Repair or Replacement of 2nd Floor and above façade windows (please talk to staff about this in advance)

Installation of interior/exterior storm windows

Repair or Replacement of doors with

Cleaning of masonry (NO Sand or abrasive blasting)

Repaint, Tuck Point Masonry downspout/misc.

Replacement of Masonry (if necessary)

Repair or replacement of cornices or other decorative elements)

Improvement of **INTERIOR** display windows (must include lighting, consider timer)

Installation/repair of retractable or fixed awnings

Building, planning, and encroachment fees (if required)

Installation of sign lighting

Installation of exterior lighting

Repair of ornamental elements

Other (list or attach)

Contingency for demolition/hidden changes not to exceed 7%

Estimated Cost

4,770

65,950

6,280

10,000

Total Cost 87,000

AMOUNT AND SOURCE OF OTHER FUNDS INVOLVED IN PROJECT

Applicant Amount _____

Bank Amount _____

Equity/Investors Amount _____

Other Amount _____

Expected City Contribution _____

Revision Date: 9/9/22



ACKERMAN
ESTVOLD

WWW.ACKERMAN-ESTVOLD.COM

November 26, 2025

Fr. Todd Kreitinger, Pastor
St. Leo the Great Roman Catholic Church
219 2nd St SE
Minot, ND 58701

RE: St. Leo's Office Remodel Roof Condition, 208 1st St SE, Minot, ND

Dear Fr. Kreitinger:

Concurrent with a past project at St. Leo's church in 2019, a new roof was installed on the former St. Leo's school building, now being converted for parish offices on the main floor. Having been installed within the past 10 years and based on our knowledge of the existing/new conditions, we believe the roof will last and be maintainable for a minimum of another 15 years and likely more.

If you have any question or concerns, please let us know.

Regards,

Ryan M. Anderson, AIA

Vice President, Senior Architect

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

PDF-PIN: 010+M/24,238,100,0120
218 1ST ST SE, MINOT

Minot City, ND

Wed. 4/16/2025, 5:38 PM Page 1

Deed: CHURCH OF ST LEO - MINOT TRUSTEE, INC
Contract:
CID#: ST. LEO'S CATHOLIC CHURCH
DBA: ST. LEO'S CATHOLIC CHURCH
MLS:
Legal: Section: 24238; Twp: ; Rng: ; Block: 100; Lot: 0120; Deeded Acres: 0.643

Map Area: Central Business Dis
Route: 000-000-000
Tax Dist: Minot Public
Plat Page:
Subdiv: 24-238 MINOT ORIGINAL

Checks/Tags:
Lister/Date: RK, 07/26/2022
Review/Date: RK, 07/24/2022
Entry Status: Exterior Review

Urban / Commercial
ORIGINAL MINOT ADDITION
LOTS 5, 6, 7, 8, 9, 10, 11 & 12
BLOCK 10
ST LEO'S CHURCH & SCHOOL

Land														
Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres	Depth/Unit	EFF/Type	Qual./Land				
SqFt X Rate						28,000.00	0.643			C-700				
Subtotal						28,000.00	0.643							
Grand Total						28,000.00	0.643							
Street														
Utilities														
SqFt X Rate	Paved				City				Zoning				Land Use	
C3/Central Business														
Renaissance Zone														
Sales														
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	Type	Appraised	B of R	St. Equalized	P-Yr. 2024	
02/23/2023									Land					
	\$0	D003	3073791						LandC	\$196,000			\$0	
									Dwlg				\$0	
									Impr	\$4,095,000			\$0	
									Total	\$4,291,000			\$0	
													\$196,000	
													\$4,011,000	
													\$4,207,000	

Precomputed Structure

Occ. Code	814	Fig & Fctn	Verticals					B	Ext
Occ. Descr.	Church	Exterior wall							
		Interior wall							
		Pilasters							
		Wall facing							
		Windows							
		Fronts/Doors							
Year Built	1906								
EFF Age/Yr	27/ 1999								
Condition	V Good								
Description	church with basement	Horizontals							
Style	Class 2	Basement							
Wall Hght	24	Roof							
Peak Hght	50	Ceiling							
Base	6,226	Struct Floor							
Basement	6,226	Floor Cover							
Cubic Feet	230362	Partitions							
		Framing							
		HVAC							
		Electrical							
		Sprinkler							

Plumbing

Adjustments

Bsmt Fin - kitchen/dinr	3,000	AVG
Bsmt Finish - classroom	3,000	AVG

Bldg / Addn 1 of 5	Description	Units	Year							
Bldg	O 814 — Church									
Pre	P 814 — Church	6,226								
	Basement Adjustment	6,226								
Adj	Bsmt Fin - kitchen/dining - AVG	3,000								
Adj	Bsmt Finish - classroom - AVG	3,000								

Bldg / Addn	Description	Units			Year				
Addn 1	Adin O 814 -- Church	936							
Pre	P 814 -- Church								

Precomputed Addition

Occ. Code	814	Fig & Edm	Verticals					Plumbing		B	Ext
Occ. Descr:	Church	Exterior wall Interior wall Plasters Wall facing Windows Fronts/Doors									
Year Built	1906										
EFF Age/Yr	120/ 1906										
Condition	NML										
Description	2 Sty w/bsmt										
Style	Class 3										
Wall Hght	12										
Peak Hght	12										
Base	252										
Basement	252										
Cubic Feet	3024										

Horizontalis					
Basement					
Roof					
Ceiling					
Struct. Floor					
Floor Cover					
Partitions					
Framing					
HVAC					
Electrical					
Sprinkler					

Adjustments	

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(rev. 20.0.32.3275)

Precomputed Addition

Occ. Code	717										
Occ. Desc.	School - Class Room										
Year Built	1945										
EFF Age/Yr	81/ 1945										
Condition	NML										
Description	1 Story										
Style	Class 5										
Stories	1										
Base	1,288										
Basement	0										
1st Flr Inset Adj	0										
GBA	18682										

Verticals									
Fig & Fdn									
Exterior wall									
Interior wall									
Pilasters									
Wall facing									
Windows									
Fronts/Doors									
Horizontals									
Basement									
Roof									
Ceiling									
Struct. Floor									
Floor Cover									
Partitions									
Framing									
HVAC									
Electrical									
Sprinkler									

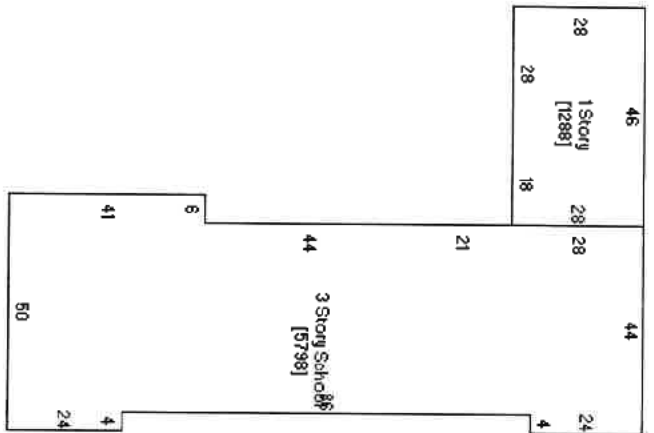
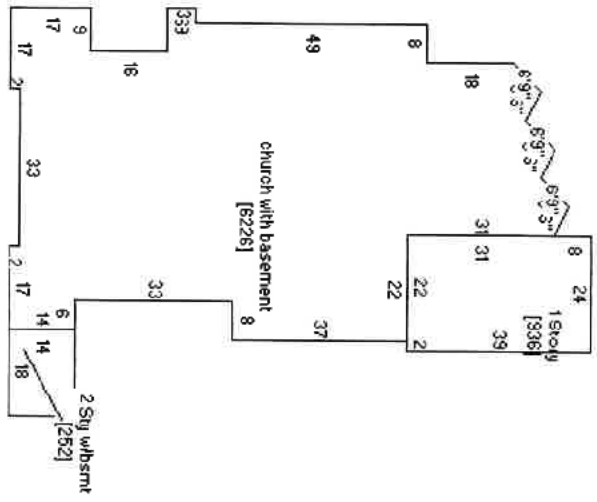
Plumbing									

Addn / Addn	Description	Units		Year						
3	Actm O 717 - School - Class Room									
Pre	P 717 - School - Class Room	1.288								

Description	
Yrd	1 - Paving - Asphalt
1	12,000 SF, Asphalt Parking, Avg Pricing

Cond	Year
	2000

Prior Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
2024	w/Exemptions applied:	Appt	Urban	Comm	\$196,000	\$0	\$4,011,000	\$0	\$4,207,000
2023		Appt	Urban	Comm	\$0	\$0	\$0	\$0	\$0
2022		Appt	Urban	Comm	\$168,000	\$0	\$3,058,000	\$0	\$3,226,000
2021		Appt	Urban	Comm	\$168,000	\$0	\$2,853,000	\$0	\$3,021,000
2020		Appt	Urban	Comm	\$168,000	\$0	\$2,938,000	\$0	\$3,106,000
2019		Appt	Urban	Comm	\$168,000	\$0	\$2,141,000	\$0	\$2,309,000
2018		Appt	Urban	Comm	\$196,000	\$0	\$1,943,000	\$0	\$2,139,000
2017		Appt	Urban	Comm	\$196,000	\$0	\$2,106,000	\$0	\$2,302,000
2016		Appt	Urban	Comm	\$196,000	\$0	\$2,384,000	\$0	\$2,580,000
2015		Appt	Urban	Comm	\$196,000	\$0	\$2,407,000	\$0	\$2,603,000
2014		Appt	Urban	Comm	\$196,000	\$0	\$2,201,000	\$0	\$2,397,000
2013		Appt	Urban	Comm	\$168,000	\$0	\$1,713,100	\$0	\$1,881,100
2012		Appt	Urban	Comm	\$154,000	\$0	\$1,508,900	\$0	\$1,662,900
2011		Appt	Urban	Comm	\$140,000	\$0	\$1,209,400	\$0	\$1,349,400
2010		Appt			\$168,000	\$0	\$1,260,500	\$0	\$1,428,500
2009		Appt			\$140,000	\$0	\$1,213,500	\$0	\$1,353,500



Sketch 1 of 1

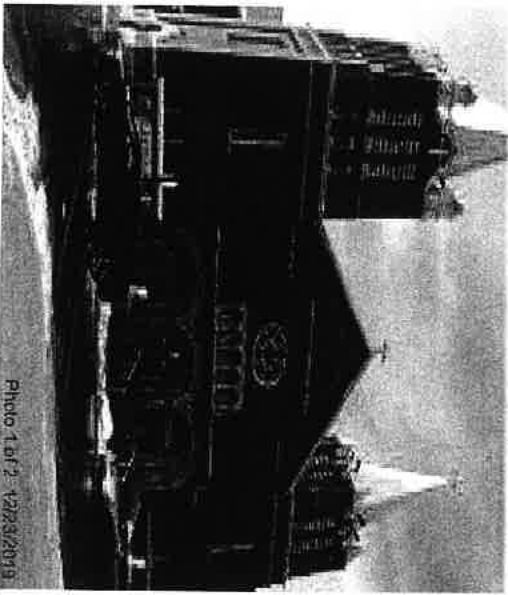


Photo 1 of 2 4/23/2019

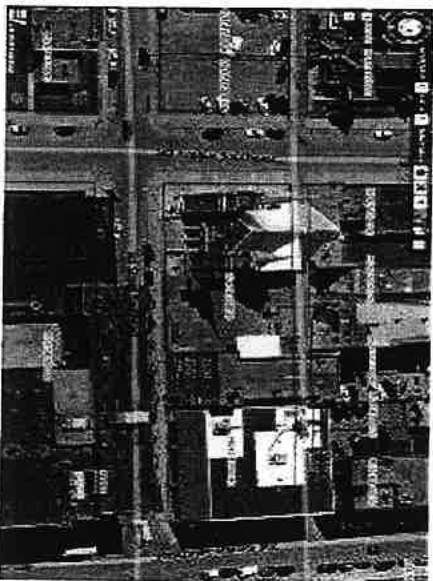


Photo 2 of 2 01/22/2020

BID INFORMATION ON SEPARATE PAGES

DO NOT OBTAIN OR SUBMIT BID PAGES TO CITY STAFF WITHOUT A FINAL DESIGN APPROVED BY STAFF AND THE RENAISSANCE ZONE REVIEW BOARD

List of three contractors bids for complete bid (Attach bids or written requests for bids)

LOW 1 _____
MID 2 _____
HIGH 3 _____

PUBLIC INFORMATION DISCLOSURE

Written permission from the property owner to apply and perform work

(Name) Fr. Todd A. Kreitingner

Attach written permission to this application (corporate authorization if needed)

I attest that the information that I provide herein is true, complete and accurate and that I am authorized to submit an application as, or on behalf of, the owner. I have read, I understand, and I agree to comply with all requirements of the Façade Improvement Program and the Design Standards.

Fr. Todd A. Kreitingner
Signed

12/17/2025
Date

The applicant affirms that there are no taxes owed on the property or other properties in the City of Minot, and that there are no outstanding fees, judgments, or liens.

Fr. Todd A. Kreitingner
Signed

12/17/25
Date

The undersigned understands and agrees that all information furnished in connection with their application for the Façade Improvement Grant involves the use of public funds and as such may be made public pursuant to the statutes of the United States of America and the State of North Dakota

Fr. Todd A. Kreitingner
Applicant's Signature

12/17/25
Date

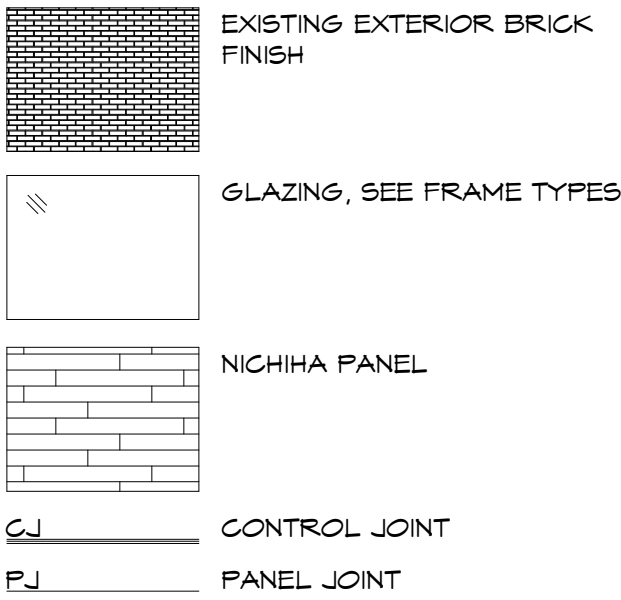
The undersigned attests that they have read and understood the Façade Program application, guidelines, policies, and all related materials and agrees that facing unknown structural and cosmetic repairs are inherent in the renovation process and that amendments for costs up to the maximum notwithstanding, that the applicant(s) will be responsible to complete work according to all guidelines and for overages that occur above that committed by contract to the project as estimated at the time of approval. Before work can begin, the applicant will schedule an on-site meeting with the general contractor and the Economic Development Administrator or the city's representative.

Fr. Todd A. Kreitingner
Applicant's Signature

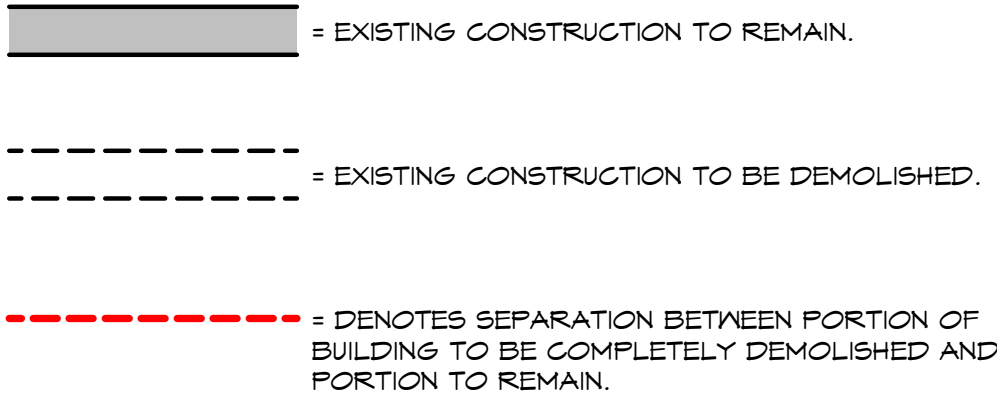
12/17/25
Date

Review/Approval by Renaissance Zone Review Committee	Yes	No	Date:
On-Site: ALL Floors	Date:		
Design Review	Date:		
On-Site: Upper Story Evaluation	Date:		

ELEVATION KEY



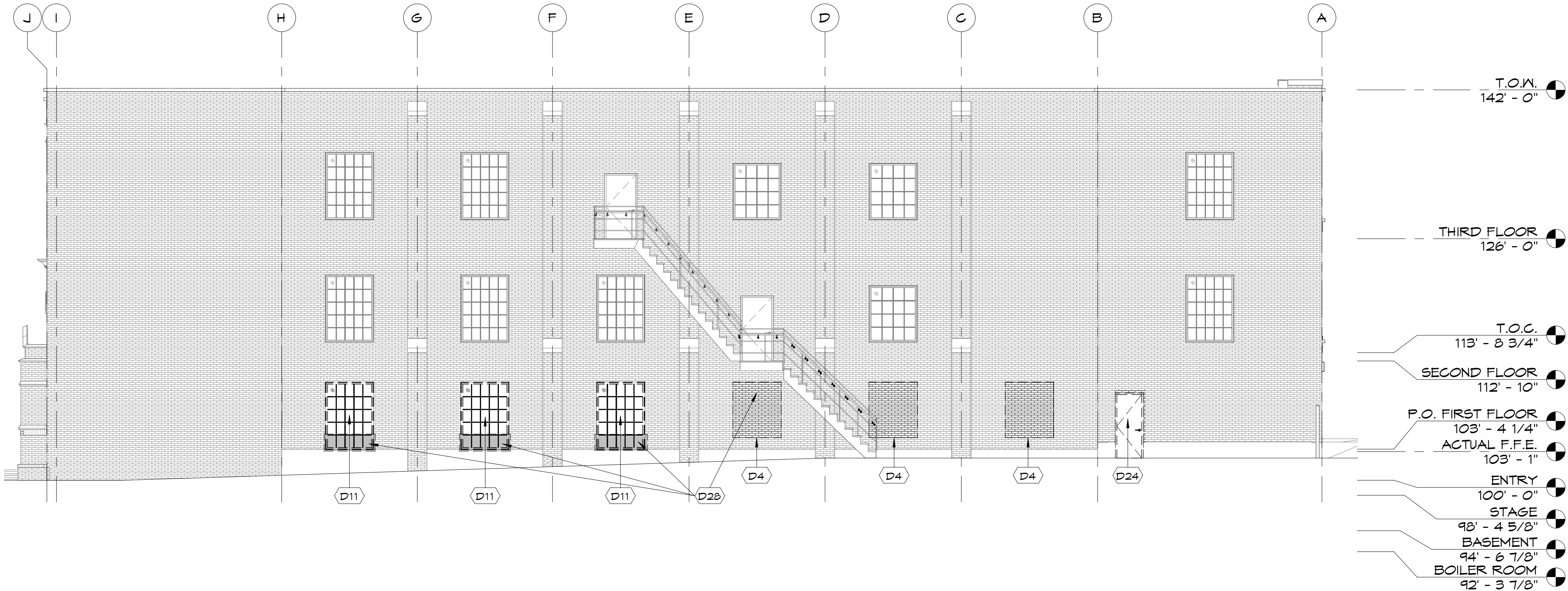
DEMOLITION PLAN KEY:



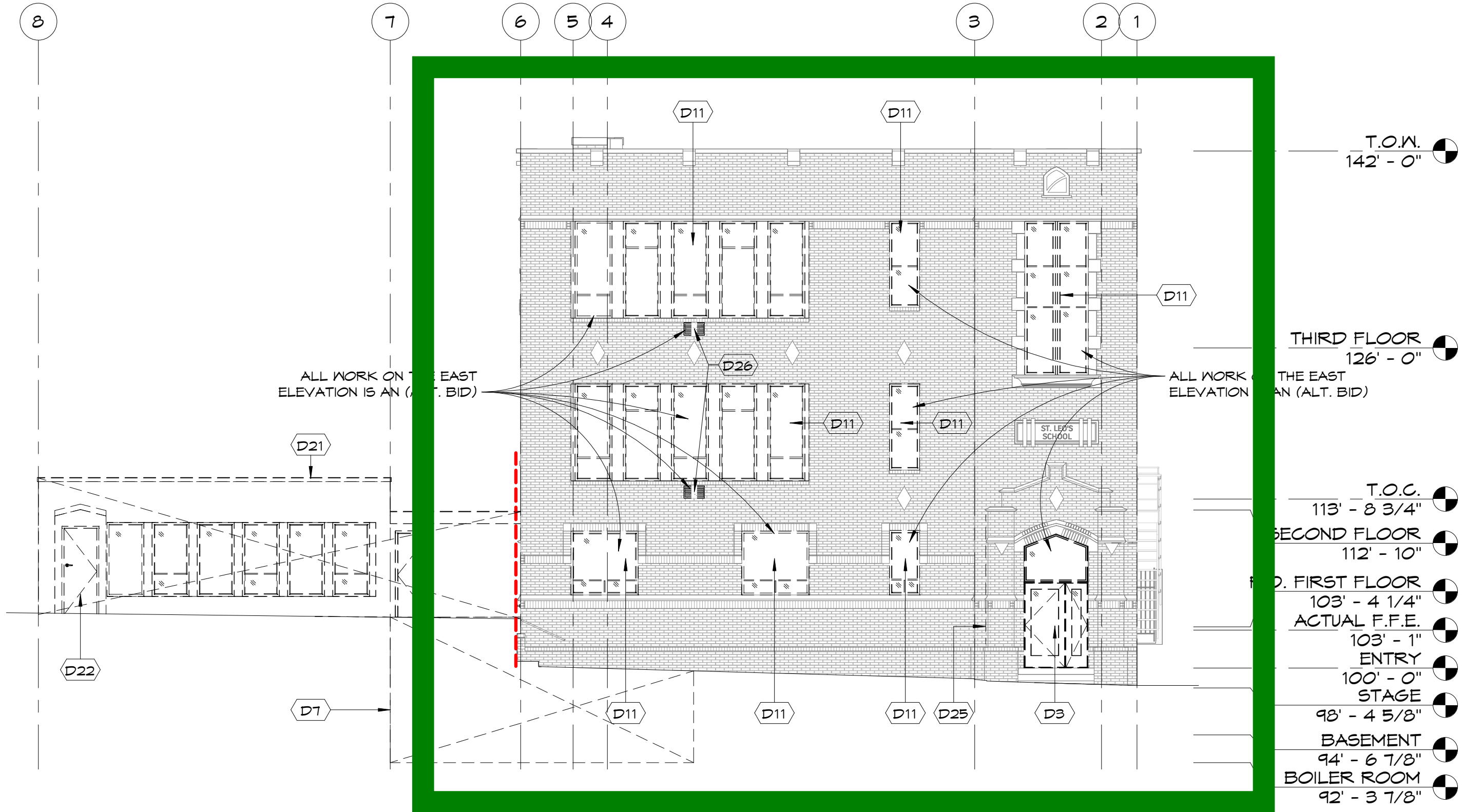
DEMO KEYNOTES

- D1 DEMOLISH EXISTING STAIRS
- D2 DEMOLISH EXISTING WALLS AND PREPARE FOR NEW CONSTRUCTION
- D3 DEMOLISH EXISTING DOOR, FRAME, AND ALL ASSOCIATED HARDWARE. PREPARE OPENING FOR PATCHING OR NEW DOOR INSTALLATION. SEE FLOOR PLANS.
- D4 SAW-CUT REOPEN HOLE IN EXISTING EXTERIOR WALL CONSTRUCTION AND PREPARE FOR NEW WINDOW INSTALLATION.
- D5 DEMOLISH EXISTING WINDOW, FRAME, AND ALL ASSOCIATED HARDWARE. PREPARE OPENING FOR PATCHING OR NEW DOOR INSTALLATION. SEE FLOOR PLANS.
- D6 DEMOLISH EXISTING DOOR, FRAME, AND ALL ASSOCIATED HARDWARE AND FILL OPENINGS W/ CONC.
- D7 DEMOLISH ROOM IN ITS ENTIRETY AND BACKFILL VOID, EXCEPT FDTN WALLS - CUT TOP OF FOUNDATION WALL 2'-0" BELOW NEW GRADE AND BURY IN PLACE; BREAK UP CONCRETE FLOOR TO ALLOW ANY WATER INFILTRATION TO DRAIN TO GRADE BELOW; EX. MASONRY CHIMNEY TO REMAIN IN PLACE - SEE STRUCT. FOR IN-FILL OF CHIMNEY CAVITY.
- D8 REMOVE PORTION OF EXIST. MASONRY AS REQ'D FOR NEW CONSTRUCTION.
- D9 REMOVE EXISTING ADHERED CEILING TILE & SOFFITS IN ITS ENTIRETY DOWN TO ORIGINAL PLASTER CLG. -PLASTER CLG. TO REMAIN IN PLACE
- D10 DEMOLISH EXISTING BUILT-UP ROOFING & INSUL. & PREPARE FOR NEW ROOFING. REMOVE EXSTG. SEALANTS & FLASHING FROM EXIST'G WALLS & PREP. FOR NEW. REMOVE EXIST'G. GUTTER & PREP. FOR NEW.
- D11 DEMOLISH EXISTING WINDOW, FRAME, SILL, AND ALL ASSOCIATED HARDWARE. PREPARE OPENING FOR NEW WINDOW INSTALLATION. SEE FLOOR PLANS. WHERE BRICK WAINSCOT IS COVERING PORTION OF WDW, PROTECT AND MAINTAIN WAINSCOT FOR WALL IN-FILL BEHIND - SEE REMODEL PLANS.
- D12 PATCH & REPAIR BRICK & JOINTS AT ROOF DRAIN SCUPPER - ADD NEW SEALANT AROUND PERIMETER
- D13 EXISTING STAGE FLOOR FRAMING AND SUPPORTING WALL FRAMING TO REMAIN IN PLACE
- D14 REMOVE EXSTG ACT & SUSPENSION GRID
- D15 REMOVE ~12'X12' CLG. GRILLES AND IN-FILL W/ FRAMING & GWB TO MATCH EXIST'G - FIRE TAPE
- D16 SAW-CUT BRICK WAINSCOT & CUT FOUNDATION WALL DOWN FOR NEW ENTRY DOOR - SEE REMODEL PLANS.
- D17 REMOVE EXSTG BUMPOUT
- D18 REMOVE EXSTG WD. FLOORING - SLEEPERS TO REMAIN IN PLACE FOR ATTACHEMENT OF NEW SUB-FLOOR; PATCH HOLES IN FLOOR TO MATCH EXST'G - FIELD VERIFY EXTENTS
- D19 PREP. EXSTG MASONRY WALL FOR APPLICATION OF NEW WALL FINISH
- D20 REMOVE REMNANTS OF SEALANTS & CLEAN BRICK
- D21 DEMOLISH EXISTING BUILDING. CUT FOUNDATION WALLS 2' BELOW GRADE. REST REMAIN. SALVAGE ENTRANCE DOOR.
- D22 SALVAGE EXISTING ALUM. ENTRANCE DOOR, FRAME, AND HARDWARE FOR RE-INSTALLATION ELSEWHERE - SEE REMODEL PLANS.
- D23 DEMOLISH EXISTING WALL. PREPARE NEW OPENING. SEE DETAILS ON NEW STAIR PLANS, SECTIONS AND DETAILS.
- D24 DEMOLISH EXISTING DOOR, FRAME, AND ALL ASSOCIATED HARDWARE. PREPARE OPENING FOR PATCHING OR NEW DOOR INSTALLATION. SEE FLOOR PLANS. USE SALVAGED ENTRANCE DOOR FROM DEMOLISHED OFFICE
- D25 REMOVE EXIST DOWNSPOUT (ALT. BID)
- D26 REMOVE EAST FACADE GRILLES IN PREPARATION FOR INFILL (ALT. BID)
- D27 DEMOLISH EXISTING BUILT UP ROOF. PREPARE FOR NEW ROOF
- D28 SALVAGE BRICKS FROM REOPENED HOLE AND REUSE AS EXIST. BRICK INFILL UNDER NEW WINDOWS
- D29 SAW-CUT EXISTING EXTERIOR CHIMNEY WALL
- D30 DEMOLISH PORTION OF WAINSCOT
- D31 CLEAN OFF EXCESS MORTAR FROM WALL

2 NORTH DEMOLITION ELEVATION
AD200 1/8" = 1'-0"



1 EAST DEMOLITION ELEVATION
AD200 1/8" = 1'-0"



I hereby certify that this plan specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Architect under the laws of the State of North Dakota.

Kim J. Ackerman
Date 7/30/25 Ref. No. 1774

ST. LEO THE GREAT
Minot, North Dakota

ST. LEO'S OFFICE REMODEL
ST. LEO THE GREAT ROMAN CATHOLIC CHURCH
218 1ST STREETSE
MINOT, ND 58701

DATE
07/30/2025

CONSTRUCTION DOCUMENTS

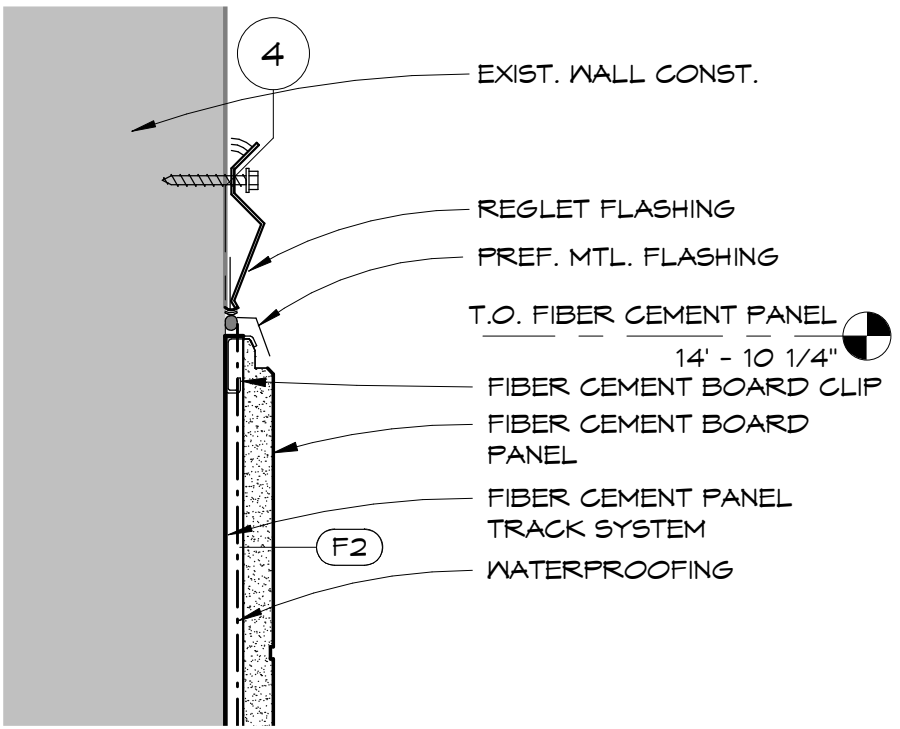
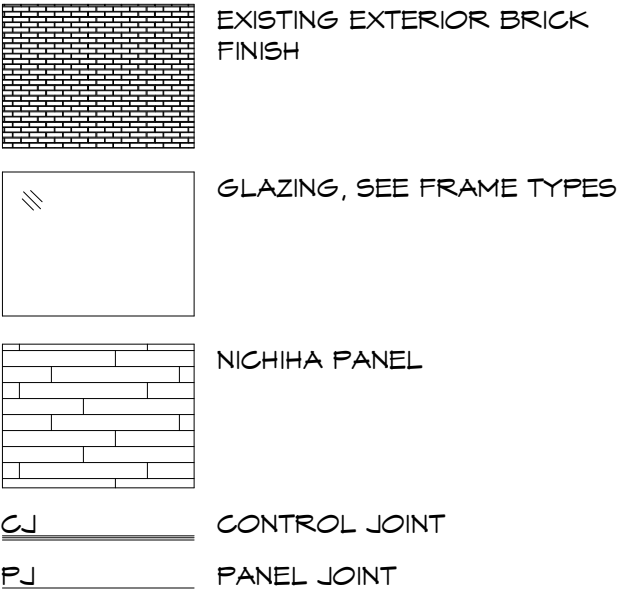
REVISION SCHEDULE

#	DATE	REVISION

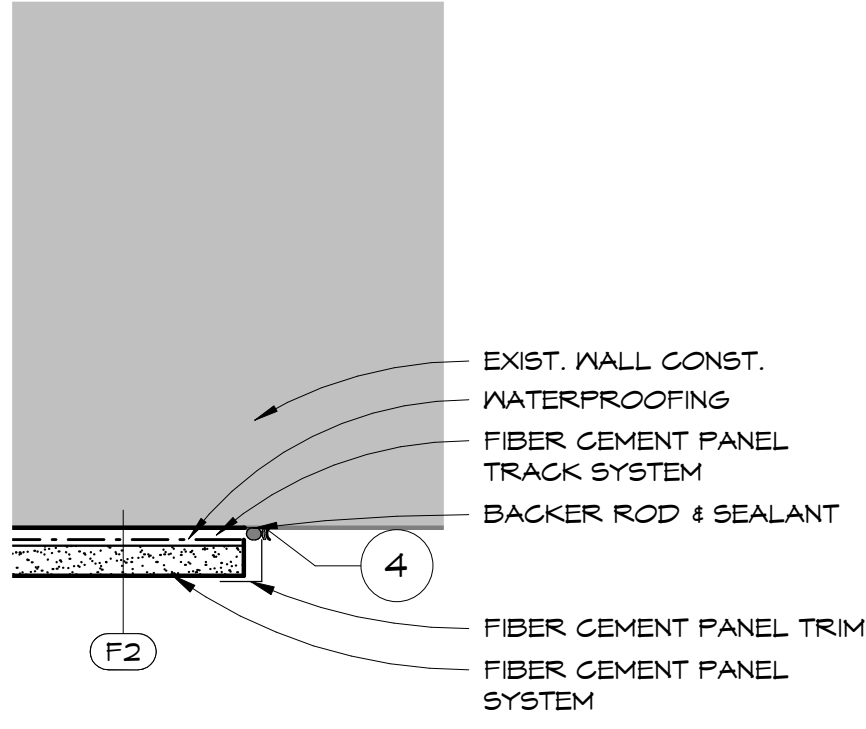
PROJECT NO: R24054
DRAWN BY: KIT
CHECKED BY: RMA

SHEET
AD200
EXTERIOR ELEVATIONS

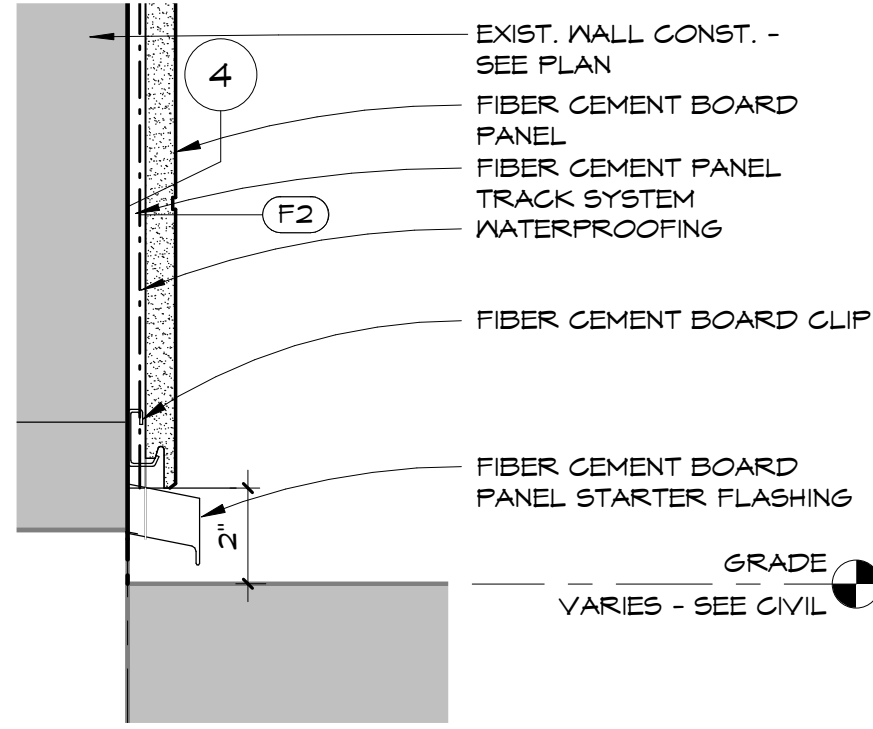
ELEVATION KEY



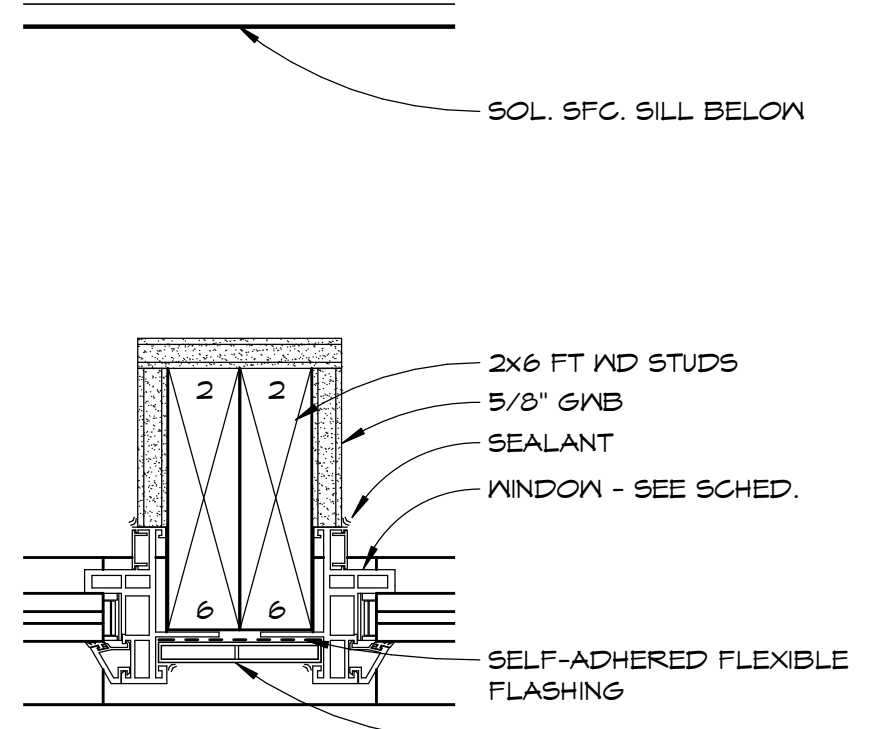
5 FIBER CEMENT PANEL CAP DETAIL
A201 3" = 1'-0"



6 FIBER CEMENT PANEL EDGE DETAIL
A201 3" = 1'-0"



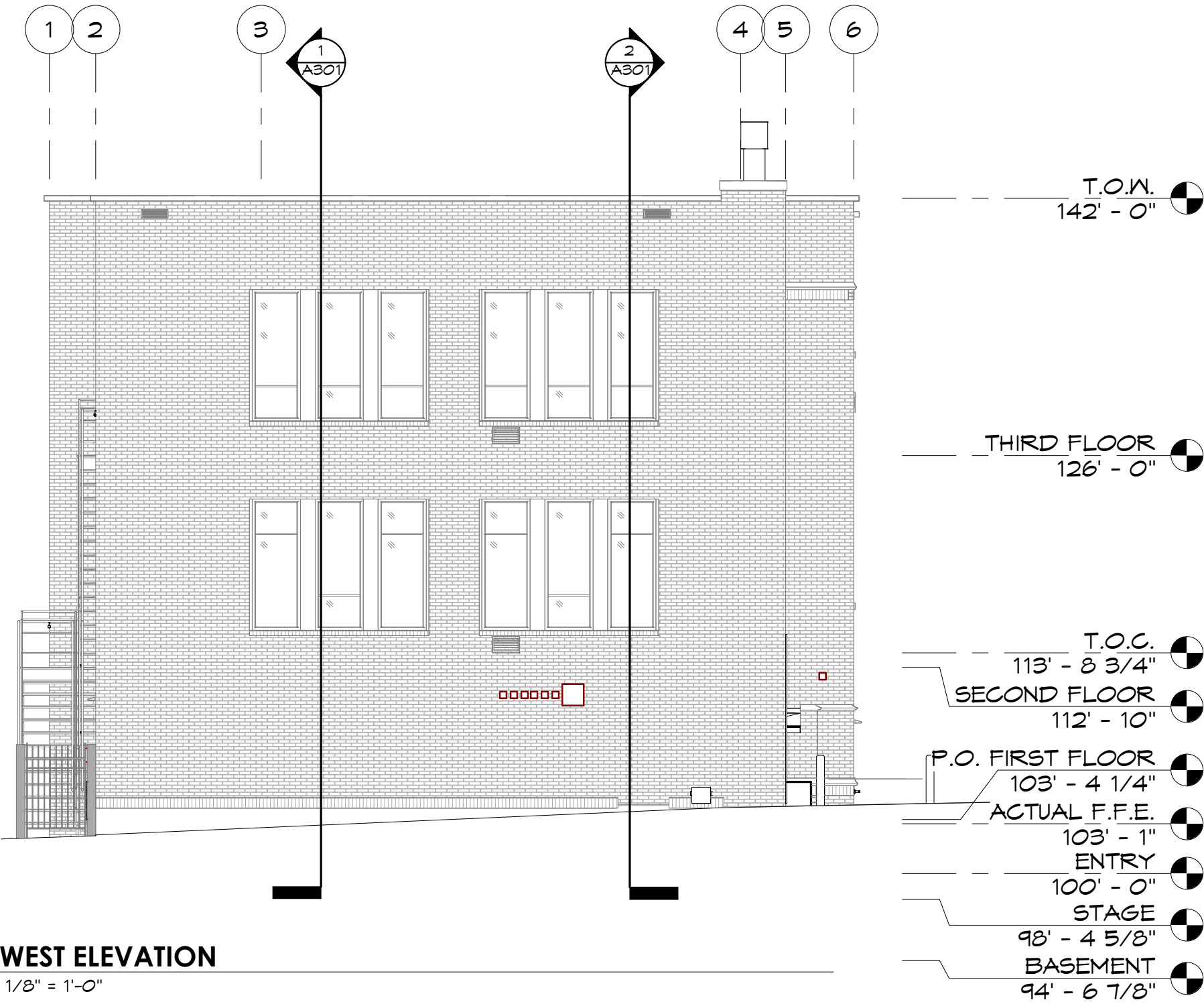
7 FIBER CEMENT PANEL BASE DETAIL
A201 3" = 1'-0"



8 TYPICAL WINDOW MULLION DETAIL
A201 3" = 1'-0"

I hereby certify that this plan specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Architect under the laws of the State of North Dakota.
Kim J. Ackerman
Date 7/30/25 Ref. No. 1774

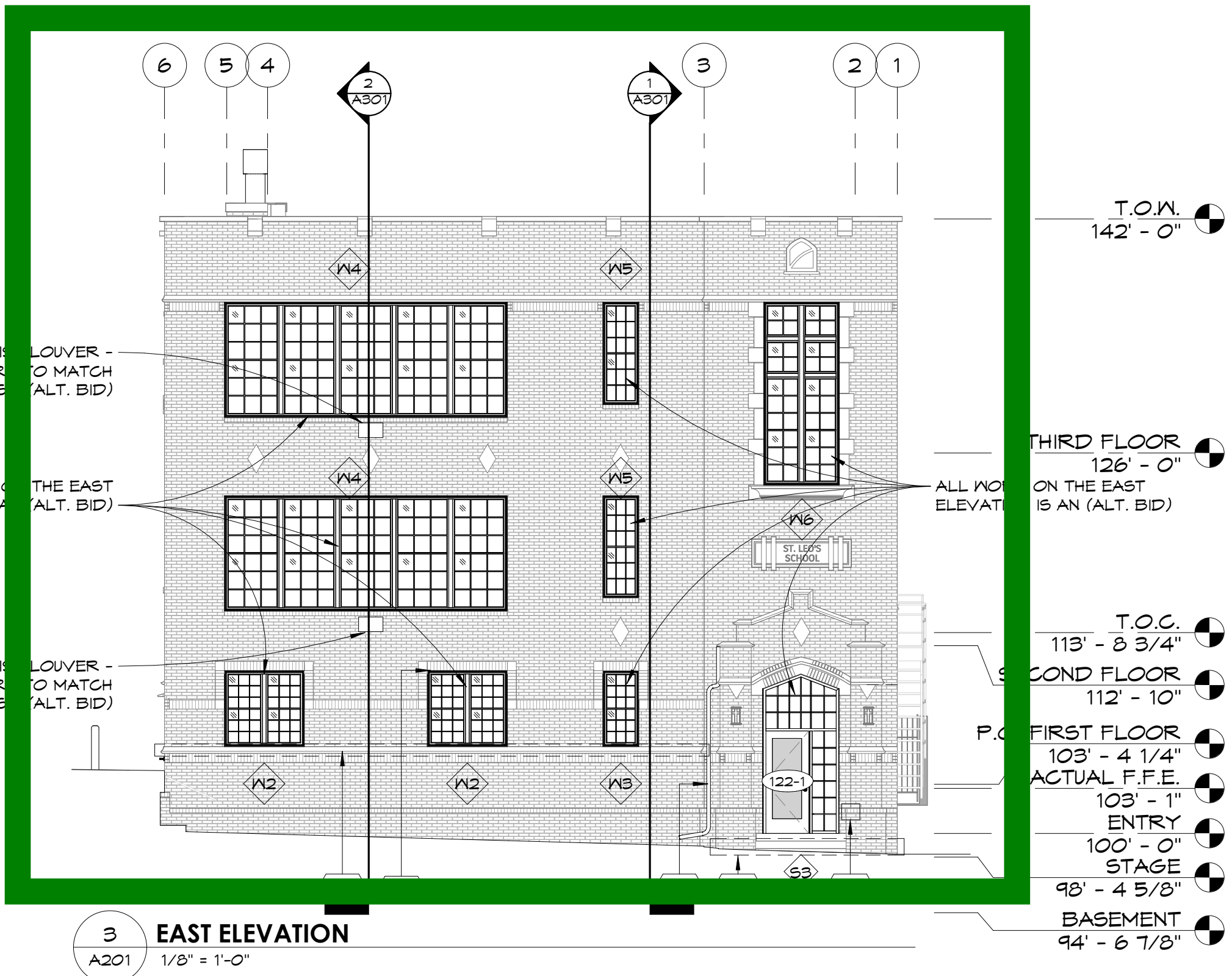
ST. LEO THE GREAT
Minot, North Dakota



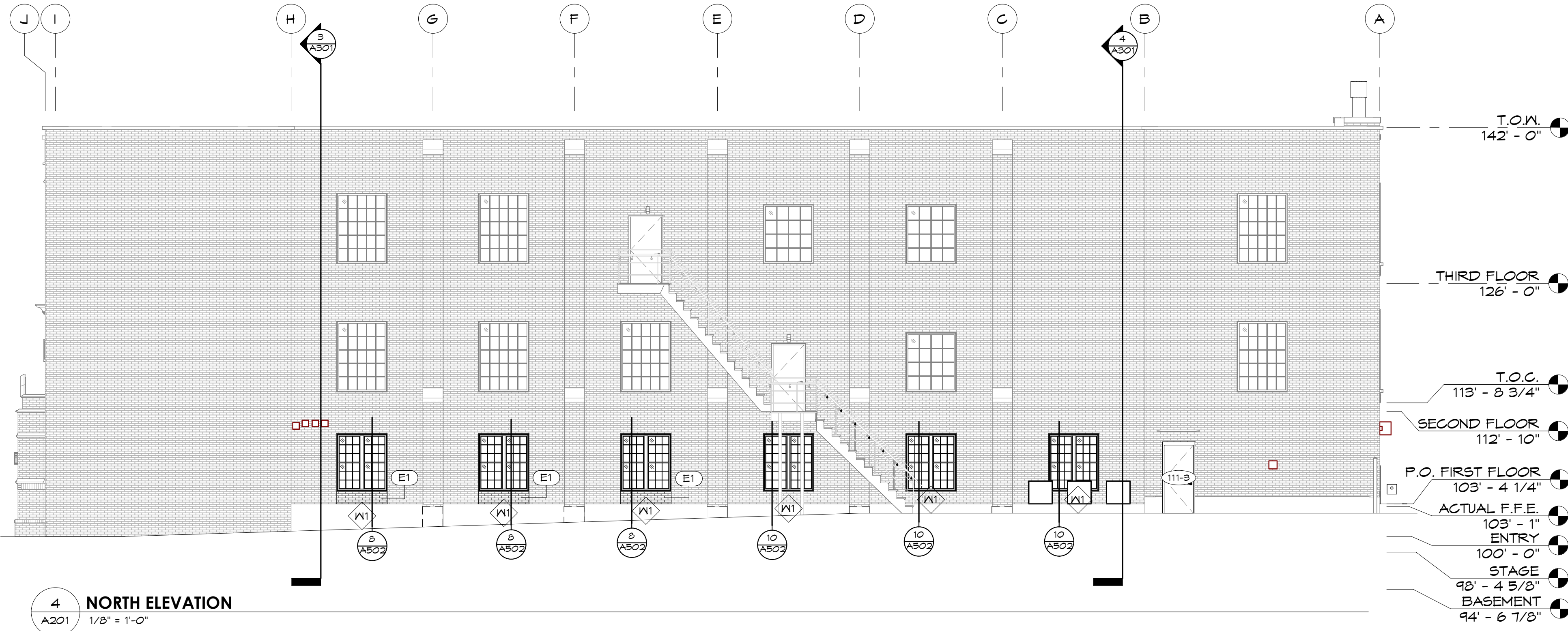
1 WEST ELEVATION
A201 1/8" = 1'-0"



2 SOUTH ELEVATION
A201 1/8" = 1'-0"



3 EAST ELEVATION
A201 1/8" = 1'-0"



4 NORTH ELEVATION
A201 1/8" = 1'-0"

ST. LEO'S OFFICE REMODEL
ST. LEO THE GREAT ROMAN CATHOLIC CHURCH
218 1ST STREETSE
MINOT, ND, 58701

DATE
07/30/2025

CONSTRUCTION DOCUMENTS

REVISION SCHEDULE		
#	DATE	REVISION

PROJECT NO. R24054
DRAWN BY: KIT
CHECKED BY: RMA

SHEET
A201
EXTERIOR ELEVATIONS

CONTINUATION PAGE

Payment application containing Contractor's signature is attached.

APPLICATION #
DATE OF APPLICATION
PERIOD THRU

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	PERCENT COMPLETE (G/C)	BALANCE TO COMPLETION (C-G)	RETAINAGE
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Allowances	\$ 10,000.00				\$ -	0%	\$ 10,000.00	\$ -
2	Demolition	\$ 4,770.00				\$ -	0%	\$ 4,770.00	\$ -
3	Windows	\$ 65,950.00				\$ -	0%	\$ 65,950.00	\$ -
4	Replace Downspout/Misc. Masonry Repair	\$ 6,280.00				\$ -	0%	\$ 6,280.00	\$ -
5						\$ -		\$ -	\$ -
6						\$ -		\$ -	\$ -
7						\$ -		\$ -	\$ -
8						\$ -		\$ -	\$ -
9						\$ -		\$ -	\$ -
10						\$ -		\$ -	\$ -
11						\$ -		\$ -	\$ -
12						\$ -		\$ -	\$ -
13						\$ -		\$ -	\$ -
14						\$ -		\$ -	\$ -
15						\$ -		\$ -	\$ -
16						\$ -		\$ -	\$ -
17						\$ -		\$ -	\$ -
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	SUB-TOTALS	\$ 87,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 87,000.00	\$ -

FAÇADE IMPROVEMENT PROGRAM LOAN AGREEMENT

This Agreement (hereinafter “Agreement”) is executed and made effective as of _____, 2026 (hereinafter “Effective Date”), and is by and between the City of Minot, a North Dakota municipality (hereinafter “City”) and Church of St. Leo – Minot Trustee, Inc. (hereinafter “Property Owner”). City and Property Owner are jointly referred to herein as the Parties. This Agreement concerns façade improvements made to the following property:

NAME OF BUSINESS/DESCRIPTION OF PROPERTY: Church of St. Leo – Minot Trustee, Inc.

ADDRESS OF PROPERTY TO BE IMPROVED: 208 1st St. SE

PARCEL ID: MI24.238.100.0120

LEGAL DESCRIPTION: Original Minot Addition Lots 5,6,7,8,9,10, 11, & 12 Block 10 St. Leo’s Church and School

WHEREAS, the City implemented a Façade Improvement Program (hereinafter “Program”) to provide public funds as an incentive to encourage private investment for exterior true-to-period façade improvements to properties located in the City’s Central Business District;

WHEREAS, Property Owner applied for funding assistance related to a complete façade renovation or replacement;

WHEREAS, City proposes to make financial support available to assist the Property Owner to complete the façade renovation or replacement in accordance with the approved application;

WHEREAS, City’s financial support will consist of a no-interest forgivable loan up to 75% of the total project costs, but in no event more than \$65,250 (APPROVED BY COUNCIL);

WHEREAS Façade Loans are to be reimbursable and used solely for a portion of the project costs.

NOW, THEREFORE, in consideration of the promises of the parties’ and other valuable consideration, the receipt and adequacy of which are acknowledged by each party to the other, City and Property Owner covenant and agree, as follows:

1. Loan Amount. City shall lend Property Owner and Property Owner shall borrow from City the sum of up to \$65,250 (APPROVED BY COUNCIL); in the form of a no-interest, forgivable loan, the terms of which are contained in the mortgage attached hereto as Exhibit A (hereinafter “Façade Loan”). The Façade Loan shall be used solely for reimbursement of costs associated with the Property Owner’s approved complete façade renovation or replacement, more specifically described in the Property Owner’s application for funding (hereinafter “Project”). The Façade Loan will be disbursed to Property Owner, subject to the conditions of the Agreement, and provided the Property Owner has met and fully satisfied the following requirements: (i) this Agreement and the

mortgage have been duly-executed by an authorized representative of Property Owner; (ii) personal guarantees have been duly-executed by each principal of the Property Owner; and (iii) Property Owner has satisfied the Conditions Precedent set forth in Section 2 of this Agreement.

The Façade Loan shall be repaid to City in one installment, without interest, ten years after the City distributes the Façade Loan to Property Owner (hereinafter “Façade Loan Repayment Date,” subject to the provisions of Section 3 of this Agreement.

2. Conditions Precedent to Payment of Façade Loan. The Parties expressly acknowledge and agree that the following listed conditions shall be considered conditions precedent and that all of these conditions must be satisfied in full before the City disburses any Façade Loan funds.
 - a. Project Plan. Property Owner’s application, as approved, is attached and incorporated into this Agreement as Exhibit C. Property Owner agrees to complete the Project in accordance with the approved plans, design drawings, and specifications set forth in Exhibit C and attachments thereto and in accordance with the terms of this Agreement.
 - b. Project Completion. The Project shall be completed on or before April 30, 2027. The City Council, in its reasonable discretion, may allow extensions due to inclement weather or difficulty in obtaining building materials.
 - c. Verification of Project Completion. Within 30 days of completion of the Project, the Property Owner shall notify the City’s Economic Development Administrator and schedule a time for an inspection.
 - i. If the Project is deemed complete and in compliance with Exhibit C, the Economic Development Administrator shall inform the Property Owner of that, in writing.
 - ii. In the event that the Economic Development Administrator identifies inconsistencies in the approved plans and actual work completed, the Economic Development Administrator shall notify the Property Owner, in writing, and provide a timeframe for correction of the required work. All work that is not in conformance with the approved plans, design drawings, and specifications must be remedied by the Property Owner and made to comply with the approved plans, design drawings, and specifications at the Property Owner’s expense. The City will not reimburse the Property Owner for any expense required to correct deficient or improper work.
 - d. Submission of Necessary Documentation. Within 30 days of receiving written verification that the Project is complete and in compliance with Exhibit C, Property Owner shall submit invoices, receipts, bank statements, credit card receipts, or other allowable written proof of Project costs to the Economic Development Administrator. If a contractor is retained to complete the façade improvements, a properly executed and notarized contractor’s statement to the Economic Development Administrator showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade and streetscape improvement related work. In addition, the

Property Owner shall submit to the Economic Development Administrator proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The Economic Development Administrator and Finance Director shall review the documentation and provide written verification that the costs submitted are eligible for reimbursement.

- e. No Default. The Property Owner shall not be in default under this Agreement or adjudicated in default by a court of competent jurisdiction on any other agreement, obligation, representation, or promise with any other entity doing business in the State of North Dakota.
 - f. In Good Standing. The Property Owner shall be, and remain throughout the term of this Agreement, in good standing under the laws of the State of North Dakota.
 - g. Duly Authorized. The Property Owner shall be duly-authorized to enter into this Agreement and to perform its obligations hereunder.
 - h. Solvent. Property Owner shall be, and remain throughout the term of this Agreement, a solvent corporation capable of fulfilling its obligations hereunder, and shall not be the subject of any "Insolvency Event." For purposes of this Agreement, the term Insolvency Event means (a) Property Owner's (i) failure to generally pay its debts as such debts become due; (ii) admission in writing that it is unable to pay its debts generally; or (iii) general assignment for the benefit of creditors; (b) a proceeding instituted by or against Property Owner (i) seeking to adjudicate it bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property (and in the case of any such proceeding instituted against Property Owner, such proceeding shall remain undismissed for a period of sixty (60) days or any of the actions sought in such proceeding shall occur); or (c) Property Owner takes any action to authorize any of the aforementioned actions.
 - i. No Conflicting Obligations. Neither the execution and delivery of this Agreement, nor Property Owner's performance of its obligations hereunder, shall breach any known obligation, right or interest of a third party, regulatory agency, Board of Directors or other governing body with authority over Property Owner.
 - j. Automatic Door. In accordance with City of Minot Code of Ordinances Chapter 9, Article VIII, Section 9-137, every building open to public use that has received the benefit of public funds from the city to make building improvements or construct a new building shall provide for the installation of an automatic door for at least one main entrance to the building. If the immediate interior of the building is only accessible through a vestibule, the requirement requires the installation of as many automatic doors as are necessary to allow passage through the vestibule and into the immediate interior of the building.
3. Repayment and Forgiveness of Façade Loan. Property Owner shall repay the Façade Loan, in full, on or before the Façade Loan Repayment Date. However, Property Owner

will be deemed to have made full payment against the balance of the Façade Loan if the described conditions are satisfied on or before the Façade Loan Repayment Date:

- a. Annual Inspections. The Property Owner shall allow the Economic Development Administrator to complete annual inspections of the facade. The Economic Development Administrator will document their annual inspection in writing and provide a copy of the annual inspection to the Property Owner.
- b. Façade Maintenance. The Property Owner shall maintain their facade in a manner that is consistent with the approved application, approved plans, design drawings and specifications and in accordance with this Agreement and any applicable laws or regulations. In the event the Property Owner intends to modify the facade for any reason, including for general maintenance, and the modification will produce visible differences in the approved application and design, the modification must be first reviewed and approved, in writing, by the Economic Development Administrator. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the original plans, design drawings, and specifications approved pursuant to this Agreement.
- c. Graffiti Removal. The Property Owner shall maintain the façade in appearance and agrees to remove any graffiti within forty-eight hours, or if not possible within that timeframe because of weather conditions, as soon as weather conditions reasonably permit.
- d. Insurance. The Property Owner shall secure and keep in force insurance for the replacement value of the structure, proof of which will be provided to the City within twenty-four hours of City's request. The insurance must cover restoration of the façade in compliance with the Program, and such insurance must be secured upon completion of the renovated façade. To the extent required by North Dakota law, Property Owner and their contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Property Owner shall also maintain, at their own expense, general liability insurance covering the subject property and the resultant uses thereof. The Property Owner shall provide the City with copies of these Certificates of Insurance and shall provide the City with notice of any cancellation or change in coverage during the term of this Agreement. Any lapse of insurance coverage during the term of this Agreement shall be considered a material breach of this Agreement.
- e. Lighting Requirements. The Property Owner shall light all display windows and signs every day, from dusk until 10:00 P.M.
- f. Signage Requirements. After completion, Property Owner shall display a sign (provided by the City) indicating participation in the City's Façade Improvement Program. The sign shall be displayed on either the exterior or in the front window of the building for a period of thirty (30) days.
- g. Property Occupation. Property Owner agrees to maintain use and occupancy of the first floors of the building or, in the event of a vacancy, actively market the space to attempt to maintain use and occupancy of the first floor of the building.

- h. Successors. This Agreement shall be binding upon the City and Property Owner and its successors. It shall be the responsibility of the Property Owner to inform subsequent property owners of the provisions of this Agreement. In the event the Property Owner sells the real property enrolled in the Façade Improvement Program, he or she shall assign, with prior written approval from the City Council, all of the obligations to the buyer of the real property.
 - i. Observe Common Hours. In the event that a Business Improvement District (BID) is formed downtown, retail uses shall conform to hours of operation as set by the district.
- 4. Default. In the event of default by Property Owner of any of the material terms or conditions of this Agreement, where City has provided written notice of such default to Property Owner and where such default is not cured within 30 days of the written notice, City may, upon ten (10) days' notice to Property Owner, declare the Façade Loan immediately due and payable.
- 5. Consequences of Default. If Property Owner breaches the terms of this Agreement, Property Owner shall not be entitled to be eligible for a future façade improvement program loan until Property Owner completes the Façade Loan repayment to City. This qualification attaches to Property Owner and to each principal of Property Owner (including other entities owned in whole or in part by a Principal of Property Owner).
- 6. Payment to Third Parties. The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects, or other third parties. Payments to any contractors, architects, or other parties are the sole responsibility of the Property Owner, and the Property Owner agrees to indemnify, warrant and defend the City from any such claims from third parties for payment.
- 7. Further Assurances. Property Owner shall, upon request from City, execute and delivery all further instruments and cause to be done all further acts that may be necessary and/or proper to carry out the provisions and purposes of this Agreement.
- 8. Amendments. This Agreement may be amended at any time by agreement of the Parties evidenced in writing, signed by both Parties.
- 9. Survival. The terms and conditions of this Agreement shall survive execution of any additional documents contemplated by this Agreement, including (but not limited to) the mortgage, unless the subsequent documents clearly reference this Agreement and contain a statement or statements that the terms and conditions are amended or superseded.
- 10. Assignment of this Agreement. Property Owner may not, voluntarily or involuntarily, transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of City.
- 11. Authority to Execute Agreement. 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; and that this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms.
- 12. Notices. All notices, certifications, or communications required by this Agreement shall be given in writing and shall be deemed delivered.

To CITY:

City of Minot City Manager's Office
c/o City Manager
PO Box 5006
Minot ND 58702

To PROPERTY OWNERS:

Church of St. Leo – Minot Trustee, Inc.
c/o Fr. Todd Kreitinger
218 1st St. SE
Minot, ND 58701

13. Complete Agreement. This Agreement, including exhibits hereto, contains all agreements between the Parties. There are no other representations, warranties, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.
14. Severability. If a court of competent jurisdiction 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.
15. Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
16. Captions. The captions and headings in this Agreement are for convenience only and do not limit, define, or describe the scope or intent of any provision of this Agreement.
17. Applicable Law and Jurisdiction. This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State of North Dakota. All parties agree the proper forum for the resolution of any dispute or claim pursuant to this Agreement shall be the District Court of Ward County, North Dakota, and irrevocably consent to the jurisdiction of these courts, waiving all defenses of inconvenient forum or otherwise.
18. Indemnification. The Property Owner understands and agrees that the City, and its officers, agents, and employees shall have no responsibility or liability of any failure of inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements that this Agreement contemplates. Property Owner shall indemnify, release, and defend and hold the City, its officers, employees, and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including the Property Owner, its employees and agency from personal injury, death, or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities contemplated hereunder.
19. Attorneys' Fees. In the event any lawsuit is initiated under this Agreement, and City is the prevailing party, Property Owner shall, except when prohibited by law, pay City's reasonable attorney fees and costs in connection with the lawsuit.

20. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.
21. Open Records. Property Owner understands that the City must comply with the state's open records laws, and will make all books and records pertaining to the City's façade improvement project available to the City for inspection, review and audit purposes at all reasonable times upon requests for records for the period of this agreement and for three (3) years thereafter.

Dated: _____, 20____. CITY OF MINOT

By:

Mark Jantzer
Its: Mayor

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20____
by Mayor Mark Jantzer on behalf of the City of Minot.

Notary Public

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PROPERTY OWNER

(SECOND LINE FOR SIGNATURE IF NEEDED)

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__

by _____ on behalf of Church of St. Leo – Minot
Trustee, Inc., PROPERTY OWNER(S).

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EXHIBIT A: PROMISSORY NOTE

Date: (Date of Disbursement)

FOR VALUE RECEIVED, and in accordance with that certain Façade Improvement Program Loan Agreement by and between the City of Minot, North Dakota (hereinafter "City") and Church of St. Leo – Minot Trustee, Inc. (hereinafter "Property Owner") effective the (date of execution of agreement) (the "**Façade Loan Agreement**"), Property Owner promises to pay to the order of City, at the times and in the manner hereinafter provided, the sum of **(NOT TO EXCEED \$65,250.00 AMOUNT DISBURSED)** (Forgivable Loan) with no interest on or before INSERT FAÇADE LOAN REPAYMENT DATE (THE "Façade Loan Repayment Date") as provided by the Façade Loan Agreement, the terms of which are incorporated and made part of this instrument; *provided*, however, in the event that the conditions specified in Section 3 of the Façade Loan Agreement are satisfied, the Loan payment shall be forgiven by City as if the payment due had been paid by Property Owner on its due date.

In the event of default in any payment due under this Note or in the event of default by Property Owner under the Façade Loan Agreement, then at the option of the holder of this Note, all of the amount then owing under this Note shall immediately become due and payable, with five days written notice to Property Owner, which hereby waives demand, presentment, notice of protest and notice of dishonor. The failure to assert this right shall not be deemed a waiver.

Property Owner shall have the right to prepay the obligation set forth in this Note in whole or in part at any time without penalty.

It is further understood that this Note is secured by a mortgage from Church of St. Leo – Minot Trustee, Inc. in substantially the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, Property Owner has caused this Note to be executed effective this _____ day of _____, 20____.

By: Fr. Todd Kreitinger, Authorized Member

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__ by
_____ on behalf Church of St. Leo – Minot Trustee, Inc.

Notary Public

EXHIBIT B: MORTGAGE
FAÇADE IMPROVEMENT PROGRAM

Recording Requested By:

City of Minot
P.O. Box 5006
Minot, ND 58702

When Recorded, Mail To:

City of Minot
Attn: Finance Director
P.O. Box 5006
Minot, ND 58702

SPACE ABOVE THIS LINE RESERVED FOR USE BY COUNTY RECORDER ONLY

MORTGAGE

1. **THIS MORTGAGE**, made this _____ day of _____, 202_, is between Minot Housing Authority, a North Dakota non-profit corporation, whose address is 218 1st Street SE, Minot, North Dakota 58701, of the county of Ward and state of North Dakota, party of the first part and referred to herein as “Grantor”, and the City of Minot, whose mailing address is P.O. Box 5006, Minot, ND 58702 of the county of Ward and state of North Dakota, party of the second part and referred to herein as “City”,
2. **GRANT OF MORTGAGE.** For valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby mortgages and conveys to City, its heirs, executors, administrators, successors, and assigns, all of Grantor’s right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, water permits, and watercourses (including stock in utilities with water or irrigation permits or rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, coal, gravel, clay, scoria, gas, geothermal and similar matters, located in the county of Ward, state of North Dakota, described as follows, to wit (the “Real Property”):
 - a. Original Minot Addition Lots 5, 6, 7, 8, 9, 10, 11 & 12 Block 10 St. Leo’s Church and School
3. The Real Property or its physical address is commonly known as 108 Burdick Expressway East, Minot, North Dakota.
4. **DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the

Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

- a. **Façade Improvement Program Loan Agreement.** The term “Loan Agreement” shall mean that certain façade improvement program loan agreement entered into between Grantor and the City of Minot on _____, 202_.
- b. **Grantor.** The word “Grantor” shall mean Minot Housing Authority, a North Dakota non-profit corporation. The Grantor is the mortgagor under this mortgage.
- c. **Improvements.** The word “Improvements” means and includes without limitation all existing and future improvements, fixtures, buildings, structures, facilities, additions, replacements and other construction on the Real Property.
- d. **Indebtedness.** The word “Indebtedness” means all principal and any interest payable under the Note and any amounts expended or advanced by City to discharge obligations of Grantor or expenses incurred by City to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word “Indebtedness” includes all obligations, debts and liabilities, plus interest thereon, of Grantor to City, or any one of them, as well as all claims by City against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.
- e. **Lender.** The word “Lender” means the City of Minot (“City”). The City is the mortgagee under this Mortgage.
- f. **Mortgage.** The word “Mortgage” means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions.
- g. **Note.** The word “Note” means the note in the original principal amount of up to \$105,000 from Grantor to City, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.
- h. **Property.** The word “Property” means the Real Property.
- i. **Real Property.** The words “Real Property” means the property, interests and rights described above in the “Grant of Mortgage” section.
- j. **Related Documents.** The words “Related Documents” mean and include without limitation the Loan Agreement, lease agreements, promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

5. **THIS MORTGAGE, IS GIVEN TO SECURE (1) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS; AND (2) PAYMENT OF THE INDEBTEDNESS IF THE GRANTOR FAILS TO PERFORM ALL OBLIGATIONS UNDER THE MORTGAGE AND RELATED DOCUMENTS.**
6. **PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall strictly perform all of Grantor's obligations under this Mortgage and the Related Documents or Grantor shall pay to City all amounts secured by this Mortgage upon demand by City.
7. **POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:
- a. **POSSESSION AND USE.** Until in default, Grantor may remain in possession and control of and operate and manage the Property.
 - b. **DUTY TO MAINTAIN.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.
 - c. **HAZARDOUS SUBSTANCES.** The terms "hazardous waste," "hazardous substance," "disposal", "release," and "threatened release," as used in this Mortgage shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to City that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by City in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by City in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized use of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes City and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as City may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by City shall be for City's purposes only and shall not be construed to create any responsibility or liability on the part of City to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor

hereby (a) releases and waives any future claims against City for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by City's acquisition of any interest in the Property, whether by foreclosure or otherwise.

- d. **NUISANCE, WASTE.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without the prior written consent of the City.
 - e. **REMOVAL OF IMPROVEMENTS.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of City.
 - f. **CITY'S RIGHT TO ENTER.** City and its agents and representatives may enter upon the Real Property at all reasonable times to attend to City's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.
 - g. **COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans with Disabilities Act, Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified City in writing prior to doing so and so long as, in City's sole opinion, City's interests in the Property are not jeopardized. City may require Grantor to post adequate security or a surety bond, reasonably satisfactory to City, to protect City's interest.
 - h. **LOAN AGREEMENT PERFORMANCE.** Grantor agrees to do and perform all things required of it under the Loan Agreement, and to keep the Loan Agreement in full force and effect. Grantor shall not modify, alter, amend, or terminate the Loan Agreement without written consent of City.
 - i. **DUTY TO PROTECT.** Grantor agrees to neither abandon nor leave the Property unattended. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.
8. **DUE ON SALE – CONSENT BY CITY REQUIRED.** City may, at its option, declare immediately due and payable all sums secured by this upon the sale or transfer, without the City's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer"

means the conveyance of the Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest, if any Grantor is a corporation, transfer also includes a change of stock ownership without prior City approval. However, this option shall not be exercised by City if such exercise is prohibited by federal law or by North Dakota law.

9. **TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Real Property are a part of this Mortgage.

- a. **PAYMENT.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Real Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Real Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of City under this Mortgage, except for the lien of taxes and assessments not due.
- b. **RIGHT TO CONTEST.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as City's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by City, deposit cash with City or a sufficient corporate surety bond or other security satisfactory to City in an amount sufficient to discharge the lien plus any costs or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and City and shall satisfy any adverse judgment before enforcement against the Real Property. Grantor shall name City as an additional obligee under any surety bond furnished in the contest proceedings.
- c. **EVIDENCE OF PAYMENT.** Grantor shall upon demand furnish to City satisfactory evidence of payment of the taxes or assessments, or of any lease rental payments, and shall authorize the appropriate governmental official to deliver to City at any time a written statement of the taxes and assessments against the Real Property, a statement of rent due or received under the Loan Agreement.
- d. **NOTICE OF CONSTRUCTION.** Grantor shall notify City at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Real Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of City furnish to City advance assurances satisfactory to City that Grantor can and will pay the cost of such improvements.

10. **PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Real Property are a part of this Mortgage.

- a. **MAINTENANCE OF INSURANCE.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount

sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of City. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to City. Grantor shall deliver to City certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days' prior written notice to City and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by City and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

- b. **APPLICATION OF PROCEEDS.** Grantor shall promptly notify City of any loss or damage to the Real Property. City may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not City security is impaired, City may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Real Property, or the restoration and repair of the Real Property. If City elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to City. City shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which City has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to City under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If City holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.
- c. **UNEXPIRED INSURANCE AT SALE.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Real Property covered by this Mortgage at any foreclosure sale of such Real Property.
- d. **GRANTOR'S REPORT ON INSURANCE.** Upon request of City, however not more than once a year, Grantor shall furnish to City a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of City, have an independent appraiser satisfactory to City determine the cash value replacement cost of the Real Property.

11. **EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or with any provision of the Lease, or if any action or proceeding is commenced that would materially affect City's interests in the Property, City on Grantor's behalf may, but shall not be required to, take any action that City deems appropriate. Any amount that City expends in so doing will be (a) payable on demand; (b) added to the balance of the Note; (c) treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage will also secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which City may be entitled on account of the default. Any such action by City shall not be construed as curing the default so as to bar City from any remedy that it otherwise would have had.

12. **WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Real Property are a part of this Mortgage.

- a. **TITLE.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple subject to the Related Documents, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, City in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.
- b. **DEFENSE OF TITLE.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of City under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but City shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of City's own choice, and Grantor will deliver, or cause to be delivered, to City such instruments as Lender may request from time to time to permit such participation.
- c. **COMPLIANCE WITH LAWS.** Grantor warrants that the Real Property and Grantor's use of the Real Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

13. **CONDEMNATION.** The following provisions relating to condemnation of the Real Property are a part of this Mortgage.

- a. **APPLICATION OF NET PROCEEDS.** If all or any part of the Real Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, City may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Real Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by City in connection with this condemnation.
- b. **PROCEEDINGS.** If any proceeding in condemnation is filed, Grantor shall promptly notify City in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but City shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

14. **IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

- a. **CURRENT TAXES, FEES, AND CHARGES.** Upon request by City, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by City to perfect and continue City's lien on the Real Property. Grantor shall reimburse City for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

- b. **TAXES.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the City or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.
- c. **SUBSEQUENT TAXES.** If any tax to which this section applies I enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and City may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with City cash or a sufficient corporate surety bond or other security satisfactory to City.

15. SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

- a. **SECURITY AGREEMENT.** This instrument shall constitute a security agreement to the extent any of the Real Property constitutes fixtures or other personal property, and City shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.
- b. **SECURITY INTEREST.** Upon request by City, Grantor shall execute financing statements and take whatever other action is requested by City to perfect and continue City's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, City may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse City for all expenses incurred in perfecting or continuing this security interest.
- c. **ADDRESSES.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

16. FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

- a. **FURTHER ASSURANCES.** At any time, and from time to time, upon request of City, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to City, or to City's designee, and when requested by City, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as City may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of City, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, the now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by City in

writing, Grantor shall reimburse City for all costs and expenses incurred in connection with the matters referred to in this paragraph.

- b. **ATTORNEY-IN-FACT.** If Grantor fails to do any of the things referred to in the preceding paragraph, City may do so for an in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints City as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in City's sole opinion, to accomplish eh matters referred to in the preceding paragraph.

17. **FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, City shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing City's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by City from time to time.

18. **DEFAULT.** Each of the follow, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

- a. **DEFAULT ON INDEBTEDNESS.** Failure of Grantor to make any payment when due on the Indebtedness.
- b. **DEFAULT ON OTHER PAYMENTS.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent the filing of or to effect discharge of any lien.
- c. **COMPLIANCE ON OTHER PAYMENTS.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.
- d. **COMPLIANCE DEFAULT.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note, the Loan Agreement, or other Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after City sends written notice demanding cure of such failure; (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as is reasonably practical.
- e. **DEFAULT IN FAVOR OF THIRD PARTIES.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of the Real Property or any Grantor's ability to repay the Loans or perform their respective obligations under this Mortgage or any of the Related Documents. Failure of Grantor to make any payment when due relating to the Real Property, or any other act of default under this Mortgage, the Note, the Loan Agreement, or other Related Documents.
- f. **FALSE STATEMENTS.** Any warranty, representation or statement made or furnished to City by or on behalf of Grantor under this Mortgage, the Note, the Loan Agreement,

or other Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

- g. **DEATH OR INSOLVENCY.** The dissolution (regardless of whether election to continue is made), or any other termination of Grantor's existence as a business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.
- h. **FORECLOSURE, FORFEITURE, ETC.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives City written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to City.
- i. **BREACH OF OTHER AGREEMENT.** Any breach by Grantor under the terms of any other agreement between Grantor and City that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to City whether existing now or later.

19. **RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, City, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law.

- a. **ACCELERATE INDEBTEDNESS.** City shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.
- b. **UCC REMEDIES.** With respect to all or any part of the Personal Property, City shall have all the rights and remedies of a secured part under the Uniform Commercial Code.
- c. **COLLECT RENTS.** Grantor shall have the right, prior to default or abandonment of the Property, to collect and retain the Rents as they become due and payable. The assignment of Rents contained in this Mortgage shall be effective until the payment of all indebtedness secured by this Mortgage, or in the event of foreclosure, until the period of redemption commences.
- d. **APPOINT RECEIVER.** City shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. City's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by City shall not disqualify a person from serving as a receiver.

- e. **JUDICIAL FORECLOSURE.** City may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.
- f. **TENANCY AT SUFFERANCE.** If Grantor remains in possession of the Property after City becomes entitled to possession of the Property, Grantor shall become a tenant at sufferance of City or the purchaser of the Property and shall, at City's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.
- g. **OTHER REMEDIES.** City shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.
- h. **SALE OF THE PROPERTY.** To the extent permitted by applicable law. Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, City shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. City shall be entitled to bid at any public sale on all or any portion of the Property.
- i. **WAIVER; ELECTION OF REMEDIES.** A waiver by any part of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision nor any other provision. Election by City to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage, the Note, the Loan Agreement, or Related Documents after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

20. **NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep City informed at all times of Grantor's current address.

21. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

- a. **AMENDMENTS.** This Mortgage, together with the Note, the Loan Agreement, or Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- b. **APPLICABLE LAW.** This Mortgage has been delivered to City and accepted by City in the State of North Dakota. This Mortgage shall be governed by and construed in accordance with the laws of the State of North Dakota.

- c. **CAPTION HEADINGS.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions or this Mortgage.
- d. **MERGER.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of City in any capacity, without the written consent of City.
- e. **MULTIPLE PARTIES.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.
- f. **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.
- g. **SUCCESSORS AND ASSIGNS.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, City, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.
- h. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Mortgage.
- i. **WAIVERS AND CONSENTS.** City shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by City. No delay or omission on the part of City in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by City, nor any course of dealing between City and Grantor, shall constitute a waiver of any of City's rights or any of Grantor's obligations as to any future transactions. Whenever consent by City is required in this Mortgage, the granting of such consent by City in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EXHIBIT C: APPLICATION AND DESIGN DRAWINGS

(Please Attach here)



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 6, 2026

SUBJECT: UTILITY EASEMENT WITH VERENDRYE ELECTRIC COOPERATIVE, INC. ON AIRPORT PROPERTY

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the Utility Easement between the City of Minot and Verendrye Electric Cooperative, Inc.;**
- 2. Authorize the Mayor to sign the agreement; and**
- 3. Recommend recording the easement with the Ward County Recorder.**

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The Minot International Airport is seeking federal funding for a full rehabilitation of Runway 8/26. Runway 8/26's Pavement Condition Index value is in fair to poor condition and requires rehabilitation per the recommendations in the airport's ongoing Phase 1 Design Alternatives Study project. In order to be eligible for federal funding, the airport needs to ensure the project is located on airport property to which it holds rights that meet the FAA's definition of "good title." During the study, it was discovered that three existing easements including one with Verendrye Electric Cooperative allow the utilities to access to the critical safety areas for Runway 8/26 and does not meet the FAA's requirements for "good title."

City staff, SEH, FAA and the Verendrye Electric Cooperative have been negotiating terms for a new easement for a number of months. The other two blanket easements are still under negotiation and have additional complexities and will be brought to the City Council at a later date.

B. Proposed Project

The proposed easement, reviewed by the FAA, Verendrye and the city attorney,

establishes new rights for Verendrye that are subordinated to airport use. The utility easement is narrowed from a blanket easement to the existing corridor where the utilities lie. The easement meets the FAA's requirements for "good title" and will enable the Airport to pursue federal funding for the rehabilitation of Runway 8/26, and all other projects in the future.

C. Recommendation Detail

This project is identified as a required infrastructure improvement through coordination between airport staff, FAA, and SEH staff. If approved, the proposed easement will be recorded with the Ward County Recorder.

SEH is the engineer of record as was approved at the City Council meeting on May 17, 2021.

IV. IMPACT

A. Service/Delivery Impact:

Recording the easement will allow the airport to continue to adhere to FAA regulations that will allow the Airport to compete for future federal funding opportunities that accommodate further infrastructure development at the Minot International Airport.

B. Fiscal Impact

Project Costs

The anticipated cost of recording this easement is \$20.

Project Funding

The funding will come from the City of Minot allocated in the approved 2026 budget.

VI. ALTERNATIVES

1. An alternative the City Council could recommend is to leave the existing easement with Verendrye in place. The result will be the weakening of the airport's property rights and the loss of future federal funding opportunities.
2. An alternative the City Council could recommend is to reject the easement and direct City staff to negotiate different terms. The result would be to cause delays in the current runway rehabilitation project.

EASEMENT

The undersigned **City of Minot, ND**, a municipal corporation whose post office address is PO Box 5006, Minot, ND 58702-5006, hereinafter called "Owner," for value received grant unto **VERENDRYE ELECTRIC COOPERATIVE, INC.**, hereinafter called "Cooperative", a North Dakota Cooperative whose post office address is Velva, N.D. 58790, and to its successors and assigns, an easement ("Easement") for the purposes herein provided upon the lands of the undersigned situated in Ward County, State of North Dakota, described as follows and hereinafter referred to as the "Easement Area":

The Easterly 200' of the SE ¼ less Hwy ROW in Section 7 of Nedrose Township 155 N Range 82 W.

This Easement is for underground electric distribution facilities on and under that part of the above-described property located at the Minot International Airport ("Airport"), and all abutting streets, roads and highways, located within ten feet on each side of the centerline of the facilities as constructed, either existing or hereafter constructed. The Cooperative shall have the following rights.

- a) Ingress to and egress from the Easement Area over the Airport lands of the Owner, to be exercised so as to cause the least practical damage and inconvenience to the Owner. The Cooperative shall not go upon the Owner's said Airport property or in any manner interfere with or interrupt the use or operation of said Airport or its attendant facilities, without the prior approval of the Owner; and the Owner must not unreasonably withhold such approval.
- b) To operate, inspect, maintain and repair its facilities, and to make changes, alterations, improvements, removals from, replacements of, and substitutions and additions to the facilities as constructed. All facilities installed within the Easement Area at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative. The Cooperative will not, in the maintenance, repair, removal, relocation, or replacement of its above-described facility, or in the exercise of any other easement right, go upon the Owner's said Airport property or in any manner interfere with or interrupt the use or operation of said Airport or its attendant facilities, without the prior notification of the Owner.
- c) Notwithstanding any other provision herein, the rights granted under this Easement are and shall remain subordinate to the rights and interest of the City of Minot, as owner and sponsor of the Airport.
- c) To cut, trim and control trees and shrubbery, whether dead or alive, that may interfere with or threaten to endanger the electric facilities.
- d) To keep the Easement Area clear of all buildings, structures, or other obstructions, and to correct any violation of the National Electric Safety Code clearance requirements caused by construction hereafter of any buildings, structures or other obstructions within the Easement Area, at the Owner's expense. Normal farming operations over underground cables may continue as before.
- e) To license, permit or otherwise agree to the joint use of occupancy of the facilities for any purpose by any other person, association or corporation.
- f) The Easement granted herein shall be limited to a term of ninety-nine (99) years, shall constitute a covenant running with the land, and shall be binding upon and inure to the benefit of the Owner and the Cooperative, and their respective heirs, successors and assigns.
- g) This Easement shall at all times be subject to regulations and restrictions the Federal Aviation Administration (FAA) imposes on the Owner or the Cooperative including height, lighting, no structures, no attraction of waterfowl, and/ or other objects that might interfere with safe operations of the Airport and the Owner may require the removal or modification of any above ground improvement, whether permanent or temporary, if the Owner believes that said object or structure violates applicable FAA regulations or interferes with safe operation of the Airport. The Cooperative agrees to submit an FAA Form 7460-1 to the FAA for airspace analysis, prior to commencing any work in the Easement Area.

This Easement supersedes and replaces any and all prior easements, rights-of-way, licenses, or other grants of access or encumbrances affecting the Easement Area that were previously granted by Owner to the Cooperative or any predecessor in interest. Effective upon execution of this Easement, all such prior easements, rights-of-way, licenses, or grants are hereby terminated, released, and declared null and void, and shall have no further force or effect.

Nothing in this provision shall be construed to restrict or impair the Cooperative's eligibility for or receipt of grants, funding, or financial assistance related to the construction, maintenance, or operations of its facilities.

Unless otherwise specified herein, any new lines to be constructed on the Easement Area will conform to National Electric Safety Code clearance requirements for agricultural land and will provide safe passage for vehicles and equipment with operating heights up to fourteen feet.

The Cooperative agrees to exercise reasonable care to minimize any damages to Owner's Airport property during construction and maintenance of the electric distribution facilities. All fences crossed will be repaired by the Cooperative as soon as possible, and any excessive damages, such as crop damage, caused by the Cooperative will be compensated for.

CITY OF MINOT has SIGNED AND SEALED this _____ day of _____, 20__.

Signature: _____

Printed Name: _____

STATUTORY SHORT FORM ACKNOWLEDGEMENT

COUNTY OF _____)

SS

STATE OF _____

The foregoing instrument was acknowledged

before me this _____ day of _____, 20____,

by _____,

My commission expires: _____

X _____
Notary Public, (Print or Stamp Name)

Notary Public, (Print or Stamp Name)

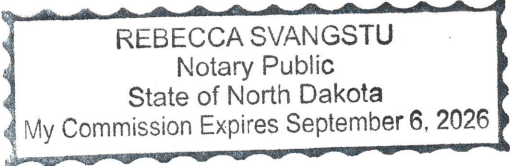
VERENDRYE has SIGNED AND SEALED this 27 day of March, 2026.

Signature: B G Doll
Printed Name: Bradley G Doll

STATUTORY SHORT FORM ACKNOWLEDGEMENT

COUNTY OF Ward)
STATE OF ND ss)

The foregoing instrument was acknowledged
before me this 24 day of March, 2026,
by Bradley Doll,
My commission expires: Sept 6, 2026
X Rebecca Svangstu
Notary Public, (Print or Stamp Name)





TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 6, 2026

SUBJECT: CONTRACT FOR AIRFIELD DITCH STABILIZATION – DESIGN SERVICES (AIG 3-38-0037-078-2026)

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the Airfield Ditch Stabilization – Design Services proposal from Short Elliott Hendrickson Inc. (SEH) pending grant funding;**
- 2. Authorize City Staff to apply for the federal and state grants;**
- 3. Authorize the Mayor to sign the agreements; and**
- 4. Approve to advertise for bids.**

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The Minot International Airport has secured funding from the FAA and NDAC to have airfield construction performed to achieve permanent stabilization of airfield ditch bottoms for new airfield drainage ditches that were recently constructed with the MOT Wildlife Hazard Removal and Drainage Improvement project. Both the occurrence of frequent significant rainfall events during construction and an unforeseen groundwater spring at the construction site contributed to contractor challenges to establish adequate grass growth along the ditch bottom due to significant erosion along the drainage ditch corridor.

B. Proposed Project

This project includes design for airfield ditch repairs and placement of riprap material along select portions of the airfield ditches in the southwest quadrant of the airfield. Airfield ditch improvements will include excavation, placement of geotextile fabric and riprap materials, miscellaneous repairs to the existing ditch bottom and riprap material, as well as turf establishment along the perimeter of proposed construction operations.

Design services for this project will include project formulation, required processing of environmental and airspace review documents for construction, preliminary and final design, plan drawings and project manual development, FAA review of documents, construction bidding document coordination and bidding, and contract award preparation.

C. Recommendation Detail

This project is identified as a required infrastructure improvement through coordination between airport staff, FAA, and SEH staff. If approved, the proposed final design project will prepare the airport for a construction project in the spring/summer of 2026. The design contract proposed in this action will be funded via an FAA grant that will soon be awarded to Minot International Airport.

SEH is the engineer of record as was approved at the City Council meeting on May 17, 2021.

IV. IMPACT

A. Service/Delivery Impact:

Completing this project will position the airport with an airfield drainage system that will efficiently transport stormwater runoff from the airfield into the future, including accommodating any further infrastructure development at the Minot International Airport.

B. Fiscal Impact

The anticipated cost of this project is outlined below:

Project Costs

Project Labor	\$ 42,583.24
Direct Expenses	\$ 4,202.00
TOTAL (rounded to nearest hundred)	\$ 46,800.00

Project Funding

The funding will come from the City of Minot allocated in the approved 2026 budget. Project expenses will be reimbursed at 95% from a 2026 FAA grant and 2.5% from a North Dakota Aeronautics Commission (NDAC) grant.

FAA AIG Grant (95%)	\$44,460.00
NDAC (2.5%)	\$ 1,170.00
Airport Infrastructure (2.5%)	\$ 1,170.00
TOTAL (rounded to nearest hundred)	\$ 46,800.00

VI. ALTERNATIVES

1. An alternative the City Council could recommend is not to have the airfield ditch bottoms stabilized with ditch repairs and riprap placement. The result will be continued erosion of the airfield ditch

bottoms and required future airfield repair and maintenance efforts by airport staff.

2. An alternative the City Council could recommend the airport negotiate a different solution for ditch bottom stabilization, which will cost additional time and money.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot, North Dakota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective August 31, 2021, this Supplemental Letter Agreement dated April 6, 2026, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Airfield Ditch Stabilization – Design.

Client's Authorized Representative: Jennifer Eckman, Airport Director

Address: Minot International Airport (MOT), 305 Airport Road, Suite 216, Minot, North Dakota 58703

Telephone: 701.857.4724 **email:** Jennifer.eckman@minotnd.org

Project Manager: Jarrod Nelson

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

Telephone: 651.325.8161 **email:** jnelson@sehinc.com

Scope: The Services to be provided by Consultant are included in Attachment A.

Schedule: Services to be initiated at the direction of the City of Minot, with a service completion date no later than June 30, 2026. A schedule is included in Attachment A.

Payment: The lump sum fee is \$46,800.00 including expenses and equipment. See Attachment B reflecting a detailed estimate of labor, fees, and expenses.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Minot

By:

Shawn McMahon

Full Name:

Title:

Principal

By:

Full Name:

Title:

Digitally signed by Shawn
McMahon
DN: C=US,
E=smcmahon@sehinc.com,
O=SEH, OU=SEH,
CN=Shawn McMahon
Date: 2026.03.17
15:38:02-05'00'

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

ATTACHMENT A
Minot International Airport (MOT)
Minot, North Dakota
Airfield Ditch Stabilization (Phase 8) – Design & Bidding Services
AIG-3-38-0037-078-2026
Scope of Work – Design & Bidding Services

General:

This project includes the design and bidding services to support construction for stabilizing recently-installed airfield ditches (as part of the recent Wildlife Hazard Removal project - Phases 1-7) with ditch repairs and placement of riprap material along select portions of the airfield drainage ditches in the southwest quadrant of the airfield. This project construction is required due to the occurrence of significant rainfall events during the construction operations of the recent Wildlife Hazard Removal project and due to the construction phase discovery of an unforeseen underground spring along the new airfield drainage ditch corridor that has significantly contributed to difficulty in achieving established grass along the new ditch bottom. This proposed work is intended to establish a permanent ditch bottom that will sufficiently weather future storm event flows and will eliminate the need for additional extensive maintenance efforts along the drainage ditch by airport staff moving forward.

This construction project includes contractor access to the airfield, implementation of construction safety measures to ensure safe airfield construction activities while respecting active aircraft operations on the airfield, including installation of temporary construction safety fence and low-profile barricades on airfield pavements as needed. Airfield ditch improvements will include excavation, placement of geotextile fabric and riprap materials, miscellaneous repairs to the existing ditch and riprap material, as well as turf establishment along the perimeter of proposed construction operations.

A separate proposal will be prepared for construction administration for the Airfield Ditch Stabilization project, to be included in the same FAA grant.

The figure below shows the proposed areas of airfield ditch stabilization for this project.



Contractor access is anticipated to be provided via construction access gates on the west side of the airfield. The phasing plan and schematics will be presented in the Engineer's Design Report. Specific safety and phasing details to be discussed and studied in the Engineer's Design Report include:

- Phasing and Sequencing
- Construction Limits
- Haul Routes
- Contractor Staging Areas
- Anticipated Impacts to Airport Users (Instrument Procedures, Closures, Etc.)

Construction administration services will be included in a subsequent work order under the same FAA grant, including FAA annual reporting and the FAA closeout report.

Proposed project schedule:

March 13, 2026	Submit Design Scope to FAA for review
March 17, 2026	Submit Design Supplemental Letter Agreement to City
March 19, 2026	Submit 60% Plans, Engineer's Design Report (EDR) and CSPP to FAA
March 19, 2026	Submit CATEX Documentation
March 26, 2026	Submit 90% Plans and Specifications to FAA for review
April 9, 2026	Final plans and specifications posted for bidding
April 30, 2026	Bid opening
May 4, 2026	Submit Bid Results and CA Supplemental Letter Agreement to City
May 18, 2026	City approval of construction and CA contracts contingent upon FAA grant
June 1, 2026	Grant application submittal
June 1, 2026	Start construction administration contract
June 22, 2026	Construction start

Project Deliverables:

The project deliverables include the following:

1. Final Scope
2. Environmental determination (Categorical Exclusion) – for construction efforts
3. Engineer's Design Report including cost estimate
 - a. Including Construction Safety and Phasing Plan (CSPP) and Construction Safety Plan Narrative (CSPN)
 - b. 7460/Airspace Submittal
4. Construction drawings
5. Bidding documents
6. FAA Plan and Specification review
7. Bidding and contract award recommendation

1. Project Formulation

- 1.1 Scoping, Review, and Coordination** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Minot International Airport (MOT) (Sponsor) to develop the appropriate scope of work approved by funding partners. Additional coordination will include task definition and

establishment of project goals and objectives. The scope of work will be presented to FAA and NDAC for review and will be updated based on input received.

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

1.3 FAA Grant Initiation Documentation – SEH will complete the project and grant pre-application documentation and associated preliminary cost breakdowns.

2. Preliminary and Final Design

2.1 Environmental Determination/CATEX – SEH will complete a request for environmental Categorical Exclusion (CATEX) for project. It is anticipated a documented CATEX will be required. This scope of work will include reviewing historical and previously completed data, preparing the CATEX form, coordinating with FAA, and responding to FAA comments as necessary.

3. Engineer's Design Report

3.1 Engineer's Design Report – SEH will prepare an Engineer's Design Report (EDR) according to FAA requirements. The EDR will be submitted to FAA for review at 60% design completion. The report will be completed to include the following information:

3.1.1 Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project. Two meetings are estimated with sponsor and/or FAA to review the project.

3.1.2 Photographs – SEH will coordinate with MOT staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.

3.1.3 Applicable AIP Standards – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars.

3.1.4 Airport Operational Safety Considerations – SEH will develop a Construction Safety and Phasing Plan (CSPP) and a Construction Safety Plan Narrative (CSPN), and confirm with sponsor and FAA, to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction. The CSPP and CSPN will be delivered to FAA for review and comment at the 60% design stage.

As part of the EDR completion and CSPP submittal, a list of local, airport, and FDC NOTAMS will be drafted.

3.1.5 Environmental Considerations – As scoped in Task 2.1, SEH will complete a request for environmental Categorical Exclusion (CATEX) for the project. It is anticipated a documented CATEX will be required. SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with erosion control plans, if required for contractor to procure. This task also includes Cultural Resource coordination efforts to evaluate potential cultural resource impacts as a result of the project.

3.1.6 Existing Utilities – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the project area.

3.1.7 Miscellaneous Work Items – SEH will provide a narrative to address other work components of the project, such as turf establishment, site access, and other related work items.

- 3.1.8 Modification to AIP Design Standards** – No modifications to design standards are anticipated, but this task will explore all preliminary design items to confirm that no modifications to design standards will be requested.
- 3.1.9 AIP Non-Eligible Work Items** – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.
- 3.1.10 Disadvantaged Business Enterprise (DBE)** – The current status of the Sponsor's DBE program and project requirements will be identified and included in the report. SEH will assist Sponsor in determining goal and good faith effort determinations, as well as including specification language in bidding documents.
- 3.1.11 Project Schedule** – SEH will develop a schedule and associated chart to identify the project schedule and milestones during the design and bidding process.
- 3.1.12 Engineer's Estimate of Probable Cost** – SEH to provide an itemized summary of the engineer's estimate of probable construction costs. Any ineligible work components will be called out separately. Local, state, and federal funding sources will be shown.
- 3.1.13 Preliminary Project Budget** – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

4. Construction Drawings

Final design and construction drawings will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Briefs, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

- 4.1 Environmental Coordination and Permits** – SEH will refine the Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer's Design Report. Additionally, the scope of work includes coordination of the following permits, but is not limited to:

- North Dakota Pollution Discharge Elimination System permit application

- 4.2 Construction Safety and Phasing Plan Development** – SEH will refine and update the Construction Safety and Phasing Plan (CSPP) that was developed as part of the Engineer's Design Report. SEH will meet with MOT staff, FAA staff (including ADO and Tech Ops), airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The EDR CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A figure will include points of interest requested by FAA, including RSA, OFZ, and TOFA. A final CSPP will be uploaded for FAA airspace review via the 7460 OE/AAA review process.

- 4.3 Construction Plan Sheets** – Specific plan sheets to be developed and included in the plan set are anticipated to be as follows:

- Title Sheet
- Sheet List Table
- Construction Safety & Phasing Plan
- Construction Safety Plan & Phasing Notes
- Construction Phasing Plan
- Typical Sections and Details
- Statement of Estimated Quantities
- SWPPP
- Erosion Control Plan

- Erosion Control Details
- Ditch Stabilization Construction Plan Sheets

4.4 Quality Control Site Visit – SEH will conduct a quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents, and overall impacts to airport infrastructure. It is anticipated that the Project Manager and Project Engineer (Project Engineer III) attend.

5. Construction Bidding Documents

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

5.1 Construction Bidding Documents – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, bid alternatives (if applicable), State and Federal requirements, wage rates, required FAA standard contracts and clauses, DBE goals and GFE, and special provisions.

5.2 Construction Technical Specifications – This task includes creation of construction technical specifications for the project. These specifications will be created from the FAA Advisory Circular 150/5370-10H - Standard Specifications for Construction of Airports and modified for the project. Specifications will be edited individually to meet project requirements.

6. FAA Construction Plans and Specifications Review

6.1 FAA Submittal Coordination – SEH will coordinate with the FAA for submittal of the 60% EDR, a complete set of construction plans, and specifications for FAA review. This task includes preparation of these submittal packages.

6.2 FAA Comment Review Meeting – SEH will coordinate one one-hour virtual meetings to review all FAA comments on the design submittal documents. It is anticipated that there will be one meeting at 60% milestone. This meeting is anticipated to be attended by the Project Manager and Project Engineer (Project Engineer III).

6.3 Address FAA Comments – SEH will prepare documentation to track any comments received and address comments as needed. There will be (1) 1-hour virtual meeting planned to follow up on comments following SEH's responses.

7. Quality Control Review

7.1 Quality Control Review – This task includes quality control reviews of the project plans and specifications, quantity determinations, and construction cost estimates. An on-site plan review with MOT staff is included. It is anticipated that the Project Manager and Project Engineer (Project Engineer III) will be in attendance.

8. Bidding and Contract Award Recommendation

- 8.1 Bidding Services** – SEH will assist the Sponsor with obtaining construction bids for the identified bid package. SEH will take questions from prospective bidders throughout the bidding process and if needed, will clarify questions with an addendum. This also includes an on-site pre-bid meeting, which will include a presentation, tour and meeting minutes that will be shared in an addendum. The meeting is anticipated to be attended by the Project Manager.
- 8.2 Bid Opening** – SEH will assist, virtually, with the electronic opening of contractor bids.
- 8.3 Bid Review, Recommendation, and Award** – After bid opening, SEH will review for bid completion, develop a bid tab for bid comparison, and make a recommendation to the Sponsor on award of the construction contract for. SEH will also assist the Sponsor with applying for a grant from the Federal Aviation Administration.

9. Project Management

This task includes the overall project management of Work Elements 1 through 8 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

- 9.1 Design Team Meetings** – This task includes weekly internal meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that these will be one-hour meetings that will take place over a 4-week period.
- 9.2 Owner Meetings** – This task includes monthly project coordination meetings between SEH and MOT airport staff to discuss project progress, schedule, updates, and foster collaboration. It is anticipated that 1 virtual (one-hour) meetings will take place throughout the design period.
- 9.3 Agency Meetings** – This task includes meetings between the design team, North Dakota Aeronautics Commission, FAA ADO, FAA Tech Ops, FAA ATC Tower manager, MOT staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items.
- 9.4 City of Minot Council Meetings** – This task includes attendance at up to one City of Minot City Council meeting/workshop to provide project updates. (1) one-hour meeting is included requiring Project Manager attendance.
- 9.5 General Project Management** – This task includes general project coordination, documentation, and administration, including maintaining project documentation and administrative tasks related to invoicing.

No subconsultants are intended to perform work under this proposal.

Clarifications:

- Flights for travel are between MSP and MOT using commercial service airlines

Exclusions:

- Construction inspections
- Construction administration
- Contractor coordination
- FAA annual reporting and FAA closeout report
- Post design services
- Project record drawings
- Design services for potential FAA infrastructure impacts

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
AIRFIELD DITCH STABILIZATION - DESIGN & BIDDING SERVICES
ENGINEER'S DESIGN REPORT, FINAL DESIGN, AND PLANS AND SPECIFICATIONS, BIDDING
MINOT INTERNATIONAL AIRPORT (MOT)
MINOT, NORTH DAKOTA

Task No.	Task Description	Principal	Project Manager	Project Engineer II	Project Planner III	Water Resources Engineer	Senior Technician IV	Senior Designer IV	Administrative Assistant
1. Project Formulation									
1.1	Scoping, Review, and Coordination	1	1						
1.2	Project Formulation		1						
1.3	FAA Grant Initiation Documentation		1		1				
2. Preliminary Design									
2.1	Environmental Determination/CATEX		1		3				
3. Engineer's Design Report									
3.1	Engineer's Design Report		4	4		1			
	Including:								
	3.1.1 Scope of Work								
	3.1.2 Photographs								
	3.1.3 Applicable AIP Standards								
	3.1.4 Airport Operational Safety Considerations								
	3.1.5 Environmental Considerations								
	3.1.6 Existing Utilities								
	3.1.7 Miscellaneous Work Items								
	3.1.8 Modification to AIP Design Standards								
	3.1.9 AIP Non-Eligible Work Items								
	3.1.10 Disadvantaged Business Enterprise (DBE)								
	3.1.11 Project Schedule								
	3.1.12 Engineer's Estimate of Probable Cost								
	3.1.13 Preliminary Project Budget								
4. Construction Drawings									
4.1	Environmental Coordination and Permits		1	6		2			
4.2	Construction Safety and Phasing Plan Development		2	8	1				
4.3	Construction Plan Sheets		8	52		2	2		
	Including:								
	Title Sheet								
	Sheet List Table								
	Construction Safety and Phasing Plan								
	Construction Safety Plan and Phasing Notes								
	Construction Phasing Plan								
	Typical Sections and Details								
	Statement of Estimated Quantities								
	SWPPP								
	Erosion Control Plan								
	Erosion Control Details								
	Ditch Stabilization Construction Plan Sheets								
4.4	Quality Control Site Visit		6						0
5. Construction Bidding Documents									
5.1	Construction Bidding Documents		8	8					4
5.2	Construction Technical Specifications		8	8					4
6. FAA Construction Plans and Specifications Review									
6.1	FAA Submittal Coordination		2	4					2
6.2	FAA Comment Review Meeting		2	2					
6.3	Address FAA Comments		2	4					
7. Quality Control Review									
7.1	Quality Control Review	1	4		1				
8. Bidding and Contract Award Recommendation									
8.1	Bidding Services		8	2					
8.2	Bid Opening		4						2
8.3	Bid Review, Recommendation, and Award		4	2					2
9. Project Management									
9.1	Design Team Meetings		4	4		2			
9.2	Owner Meetings		1						
9.3	Agency Meetings		1						
9.4	City of Minot Council Meetings		1						
9.5	General Project Management		4						4
	Total hours per labor category	2	78	104	6	7	2	0	18

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	2	\$ 84.69	\$ 169.38
Project Manager	78	\$ 82.36	\$ 6,424.08
Project Engineer II	104	\$ 43.01	\$ 4,473.04
Project Planner III	6	\$ 54.90	\$ 329.40
Water Resources Engineer	7	\$ 54.49	\$ 381.43
Senior Technician IV	2	\$ 49.93	\$ 99.86
Administrative Assistant	18	\$ 46.89	\$ 844.02

Total Direct Labor Costs:	217	\$ 12,721.21
Direct Salary Costs plus Overhead		\$ 24,307.69
Total Labor Costs		\$ 37,028.90
Fixed Fee on Labor Costs (15%)		\$ 5,554.34

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Flight	2	\$ 1,000.00	\$ 2,000.00
Per Diem	2	\$ 200.00	\$ 400.00
Computer Charge	217	\$ 6.00	\$ 1,302.00
Reproductions / Miscellaneous	1	\$ 500.00	\$ 500.00
			\$ -

Total Expenses	\$ 4,202.00
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SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$ 46,785.24
Estimated Total	\$ 46,800.00



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: April 6, 2026

SUBJECT: MOTION TO RECONSIDER - SPECIAL EVENT PERMIT

I. RECOMMENDED ACTION

It is recommended City Council determine whether to motion to reconsider the following motion on special event permits:

- **Add language for 21 event days in a calendar year, no limit if contiguous to the licensed premises.**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752

III. DESCRIPTION

A. Background

On March 16, 2026, City Council was provided a status update on the alcohol ordinance, which included the discussion of the special event permit process. Alderman Blessum motioned to add language for 21 event days in a calendar year, no limit if contiguous to the licensed premises. The motion was seconded by Alderman Pitner and was carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Paul Pitner, Scott Samuelson; nays: Lisa Olson. If the City Council chooses to reconsider the motion, the motion to reconsider would need to come from a council member in the majority vote.

B. Proposed Project
N/A

C. Recommendation Detail

It is recommended City Council determine whether to motion to reconsider the following motion on special event permits:

- Add language for 21 event days in a calendar year, no limit if contiguous to the licensed premises.

IV. IMPACT

A. Service/Delivery Impact:

N/A

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could chose not to reconsider the motion and the currently approved language will remain in the Chapter 5 Alcohol Ordinance draft.