Regular City Council Meeting
Monday, May 18, 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. PROCLAMATION

4. REPORTS

   4.1. CITY MANAGER'S REPORT

5. CONSENT ITEMS

   5.1. CITY COUNCIL MINUTES

   RECOMMENDED ACTION
   It is recommended City Council approved the minutes of the May 4, 2026, Regular City Council meeting.

   5.2. ORDINANCES

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

   1. **Ordinance No 6195 - 2026 BA - Facade Improvement (FI-20)**
   2. **Ordinance No 6196 - Zoning Map Amendment - Northridge Villas 2nd Addition**

   5.3. ADMINISTRATIVE APPROVALS

   RECOMMENDED ACTION

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

1. **X-Family Fundraising to conduct a raffle on May 16, 2026, at Minot North High School (2100 21st Ave NW).**
2. **Souris Valley United Way to conduct a raffle on May 2, 2026, at North Hill Bowl (1901 N Broadway).**
3. **Special Event Permit for the Dakota Lounge (1525 31st Ave SW).**
4. **Two Special Event Permits for Arny's 2.0 (12 3rd St SE).**
5. **Eleven Special Event Permits for The Spot (6 2nd St NE).**
6. **Eight Special Event Permits for The Pour Farm (201 37th Ave SW).**

5.4. GAMING SITE AUTHORIZATIONS RENEWALS

RECOMMENDED ACTION
It is recommended City Council approve the following gaming site authorizations for the following organizations to conduct games of chance during the license year of July 1, 2026, through June 30, 2027, at the following locations:

- **American Foundation for Wildlife**
  - **Landing Bar & Bottleshop (2015 N Broadway)**
- **Dakota Rattlers Wrestling Club**
  - **Beowulf Golf Course (1912 Valley Bluffs Dr)**
- **Bishop Ryan Catholic School**
  - **Bishop Ryan Catholic School (316 11th Ave NW)**
  - **Bones BBQ Smokehouse & Grill (437 N Broadway)**

5.5. CASE #2026-35 - LOTS 1-3 OF TALON POINT 2ND ADDITION - MINOR PLAT

RECOMMENDED ACTION
It is recommended City Council approve the Minor Plat as proposed in Attachment A.

5.6. CASE #2026-36 - LOT 1, BLOCK 7, NAPA VALLEY 22ND ADDITION - MINOR PLAT

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

5.7. 2028 BEL AIR & LONGFELLOW SAFE ROUTES TO SCHOOL (SRTS)

REJECTION OF GRANT (4985)

RECOMMENDED ACTION
It is recommended City Council reject the Transportation Alternatives Grant from the NDDOT for the 2028 Bel Air and Longfellow SRTS project.

5.8. CASE #2026-38 - ELMWOOD 2ND ADDITION - MINOR PLAT

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

5.9. ADOPT THE 2027-2031 CAPITAL IMPROVEMENT PLAN (4979)

RECOMMENDED ACTION
It is recommended City Council adopt the 2027-2031 Capital Improvement Plan.

5.10. AIRPORT GROUND LEASE AND HANGAR DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MINOT AND JADE AVIATION LLC

RECOMMENDED ACTION
It is recommended City Council approve the Ground Lease and Hangar Development contract between City of Minot and Jade Aviation LLC contingent upon City Permit approval; and authorize the Mayor to sign the lease agreement.

5.11. AIRPORT DITCH STABILIZATION PROJECT — AWARD OF BID AND CONSTRUCTION ADMINISTRATION/OBSERVATION SERVICES CONTRACT (AIG 3-38-0037-078-2026)

RECOMMENDED ACTION
It is recommended City Council:

1. **Authorize City staff to accept the lowest compliant bid from Wagner Construction, Inc. for the Airfield Ditch Stabilization project for which bids were opened on April 30, 2026, contingent on grant funding;**
2. **Approve the contract for construction administration and oversight with Short Elliott Hendrickson Inc. (SEH) for the Airport Ditch Stabilization project contingent on grant funding;**
3. **Direct staff to apply for the funding;**
4. **Accept the grant funding if awarded; and**
5. **Authorize the Mayor, Airport Director, and City Attorney to sign contracts, grants, and applicable documents on behalf of the City of Minot.**

5.12. AIRPORT ADVERTISING STANDARD AGREEMENT TEMPLATE

RECOMMENDED ACTION
It is recommended City Council:

1. **Approve the standard advertising agreement;**
2. **Authorize the Mayor and Finance Director to sign the standard advertising agreements; and**
3. **Direct staff to report on the standard advertising agreements entered into at the next Council meeting following execution of the agreement.**

5.13. EMT STUDENT PRACTICUM WITH TRINITY AMBULANCE

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

5.14. NOTICE OF FEDERAL INTEREST - MREFPP PHASE MI-5A DCIP GRANT

RECOMMENDED ACTION
It is recommended City Council approve the notice of federal interest and authorize the Mayor to sign.

5.15. CONTRACT FOR THE RECORD

RECOMMENDED ACTION
It is recommended City Council approve the contract for the record and authorize the Mayor, Finance Director, and City Clerk to sign the contract.

5.16. MINOT POLICE STATION REMODEL MASTER SERVICE AGREEMENT AND REMODEL SERVICE ORDER

RECOMMENDED ACTION
It is recommended Council approve the Minot Police Department Building Remodel Master Services Agreement and Remodel Service Order, and authorize the Mayor to sign both documents.

6. ACTION ITEMS

6.1. ~~SUNSET BOULEVARD DEVELOPMENT AGREEMENT & ASSESSMENT DISTRICT~~ - PULLED

6.2. POLICE DEPARTMENT HANDGUN REPLACEMENT PROJECT

RECOMMENDED ACTION
It is recommended City Council:

1. **Approve the purchase of 118 SIG Sauer M18 handguns with mounted optics for the Police Department;**
2. **Approve the purchase of 118 SIG Foxtrot 2R mounted weapon lights;**
3. **Approve the purchase of 108 Alien Gear Rapid Force Level 3 Duty Holster holsters with Axon attachment capability;**
4. **Authorize the trade-in of 130 existing SIG Sauer P320 handguns at the negotiated value of $19,500;**
5. **Approve the budget amendment on first reading; and**
6. **Authorize the Police Department and City staff to execute all documents necessary to complete the purchase and related equipment transition.**

6.3. RULES OF ORDER ORDINANCE - SECOND READING

RECOMMENDED ACTION
It is recommended City Council review and consider the ordinance on second reading.

6.4. ASSISTANT CITY ATTORNEY CONTRACT - LEGISLATIVE MATTERS

RECOMMENDED ACTION
It is recommended City Council award the contract to Goettle Law, PLLC and authorize the Mayor, Finance Director and City Clerk to sign the contract.

6.5. MSU APPRENTICE TUITION BUDGET AMENDMENT

RECOMMENDED ACTION
It is recommended City Council approve the budget amendment from the PD Temp/Part-time line and cash reserves to fully fund the MSU Apprenticeship program.

6.6. BUDGET AMENDMENT — HVAC REPAIR

RECOMMENDED ACTION
It is recommended City Council approve the attached budget amendment for HVAC repair.

6.7. PERKETT DITCH IMPROVEMENTS PHASE 2 - BUDGET AMENDMENT AND AWARD OF BID (4751.1)

RECOMMENDED ACTION

It is recommended City Council:

1. **Approve the budget amendment on first reading;**
2. **Award the Perkett Ditch Improvements Phase 2 to the low bidder, Steen Construction, in the amount of $85,816.00; and**
3. **Authorize the Mayor and staff to sign applicable agreements and documentation.**

6.8. MINOT PD K9 DOOR POPPER DONATION ACCEPTANCE

RECOMMENDED ACTION

It is recommended City Council accept the "701 K9 Project Grant" & approve the budget amendment on the first reading authorizing the Mayor to sign any applicable documentation.

7. PERSONAL APPEARANCES

8. MISCELLANEOUS AND DISCUSSION ITEMS

9. LIAISON REPORTS

10. ADJOURNMENT

City of Minot
Mayor Mark Jantzer

Proclamation

Mayor Proclaims May 17-23 National Public Works Week

"Rooted in service, powered by community"

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

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

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

WHEREAS, 2026 represents the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association, with the theme of "Rooted in service, powered by community."

NOW, THEREFORE, DO I, Mark Jantzer, Mayor of the City of Minot, hereby proclaim the week of May 17-23, 2026, as National Public Works Week and I urge all Minot residents to join with the American Public Works Association/Canadian Public Works Association and government agencies in activities, events, and ceremonies that recognize our public works professionals for their substantial contributions to protect our local and national health, safety, and quality of life.

Mayor Proclaims May 17-23 as National Public Works Week

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Mark Jantzer, Mayor, City of Minot

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City of Minot City Clerk

TO: Mayor, Mark Jantzer
Members of the City Council

FROM: Tom Joyce, City Manager

DATE: May 18, 2026

City Manager, Tom Joyce

I spent much of the past two weeks with our department heads reviewing their 2027 budgets and making suggested revisions; they were tasked to prepare a budget that was 3% less than their 2026 budgets. This is just one step in the 2027 budget cycle. Department heads will present their budgets to Council the week of 22-26 June, and I will present my recommended budget to Council the week of 13-17 July (dates/time TBD). I kicked off a Contract Review Process Improvement & Innovation Team on April 27th; this team will be led by our Contract Compliance Coordinator with assistance provide by three of our trained PII facilitators (from Airport, Engineering, and Utilities), and I will serve as its executive champion. I attended the Task Force 21 Nuclear Triad Symposium and connected with Col Ty Cisneros, Chief of the Command and Control Division at Air Force Global Strike Command who briefed on the Sentinel ICBM Modernization Program. I participated in a panel discussion session at the Spring training session with the Economic Development Association of North Dakota with the Bismarck city administrator and the Mandan city engineer and city attorney. I attended the Committees on Childcare, ALPR Oversight, and the MACEDC Military Affairs Committee. I participated in multiple one-on-ones with my direct reports as well as discussions regarding the Municipal Court proposed relocation, residential building codes, and traffic and pedestrian safety on our roadways, paths, intersections and marked crossings. I also met with representatives of the Minot Firefighters Local 1157, members of Council, a Council Candidate, local media, business leaders and residents, discussing several issues and making decisions on the way ahead to resolve multiple concerns. I joined members of the Souris River Joint Board, the Mayor and others on a tour of Minot flood control projects presented to Governor Armstrong. Our second Leadership Development Cohort, facilitated by HR's Brittany Thurston, kicked off on May 7th with 12 members of City staff participating. We celebrated the retirement of Bryan Obenchain, communication specialist, from our public information office. I led a StrengthFinders workshop for the members of the Minot Public Library team, discussing how to best use one's strengths at work, volunteer opportunities, and with family and friends. I was proud to participate in the Fire Department's Spring Graduation, Promotion, and Awards ceremony recognizing our firefighters and dispatch teammates for their excellent performance. Our thoughts and prayers remain with the family, friends and loved ones of our teammate, Tony Stewart, who passed away on April 23, 2026.

Public Works Operations Director, Bryan Banfill

PUBLIC WORKS ADMINISTRATION:
In April, Public Works Operations Administration staff continued reviewing operational requirements for each division to identify efficiencies in response to attrition. The team is also actively assessing both the Asset Works and Fuel Master systems to address issues with the Fuel

Master tracking system, aiming to improve data tracking, enhance user interfaces, and reduce personnel support needs.

This month's efforts also include facility infrastructure reviews. The reviews will continue over the next couple months to support personnel adjustments planned for 2027, including opening space for Fire Department equipment maintenance, repairing leaks in the Public Works main building roof, and updating Operations Superintendent offices to enhance coordination between Superintendents and Foremen.

Additional initiatives include exploring alternatives for mosquito surveillance due to reduced air reserve missions. The next steps are currently underway with the release of the Request for Proposal for mosquito surveillance program tracking services. This effort will reduce staff time and provide services by a more experienced provider. This will help gauge alternative options in the event aerial spray options continue to be reduced in future years.

ROSEHILL CEMETERY:
In April: The four new columbaria units installed in March are now available for sale. To date, eight niches have been sold. The original columbarium is at 95 percent capacity with seven niches remaining. With the addition of the new units, a total of 192 niches are currently available.

Cemetery cleanup efforts continued throughout April. A period of warm weather mid-month allowed staff to remove windblown debris across the grounds. Lawn mowers have been serviced in preparation for Memorial Day, with one unit requiring additional repair due to leaking hoses. This mower has been sent to Fleet for service.

Currently, 96 percent of burial plots are occupied, leaving 1,952 plots available for future sales. During April, the Cemetery generated $10,125 in revenue, from burials. (10 traditional burials 3 cremation burials) Plot sales for April generated $11,500.

Staff continued work on finalizing the draft 2027 budget. Additionally, preparations for Memorial Day have begun. Interviews for the summer crew have been completed with three new hires confirmed and have started with one additional candidate pending a May start date. The Medium Equipment Operator has accepted a position with the Sanitation Department, creating a vacancy for a Light Equipment Operator. Additionally, the Lead Operator has chosen to move on, resulting in two vacant positions going into May. Staff are currently working with HR to begin recruitment for these openings. The Property Maintenance Superintendent will assume the role of Cemetery Manager until a replacement is hired.

PROPERTY MAINTENANCE DEPARTMENT:
In April, Property Maintenance completed 216 work orders: 76 for preventative maintenance (PM) and 140 for non-PM tasks. PM tasks included filter checks, equipment cleaning, and HVAC service requests. The team handled plumbing repairs and addressed repairs for the Fire & Police Departments. They are currently managing 10 flood buyout properties with a few more to take on in the near future. The replacement batteries for the 20-early warning sirens have been completed. The 32 Batteries for the parking ramps have been purchased and installed. The

temporary animal shelter is currently complete. Staff stand by to address any issues that may pop up. Additionally, the team is working to diagnose the energy spikes at Fire station 4 leading to significant malfunctions with various facility equipment. Staff is also starting to do maintenance and bring the City's cooling towers online. Crews are beginning spring cleaning such as deep clean transit building, stripping and waxing tile floors, among other things for all City-owned facilities. Back flow checks are complete. There have been a few heat pumps replaced - one at City Hall and one at PW.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:
April had favorable weather to shift from snow removal to street sweeping and patching efforts. Potholes are becoming noticeable due to lack of cold temperatures and snow-covered streets. Sweeping crews are sweeping hills and Priority snow routes. A sweeping schedule will come out shortly after Citywide Cleanup to identify dates when the 4 quadrants of the city will be swept. Patch Crew has been working on smaller patches with the Asphalt recycler as well as asphalt milling alley repairs. Our alley crew has been maintaining gravel alleys as well. Lastly, Storm Sewer Department opened dead loops and flushed for nearly 3 weeks with main channel river flows being increased. They recently closed the bottom gate wells for summertime operation levels. Their Vactor Truck has been cleaning storm sewer in the Oak Park area as well. Additionally, they recently removed graffiti from 2 areas of the Flood Wall.

TRANSIT DEPARTMENT:
Transit ridership has declined slightly in the first quarter of 2026 with 25,471 fixed route rides given. This is approximately a 4% decrease from the same period last year. Almost half of this decline in ridership can be attributed to there being one less day in service this year than during the first quarter of 2025. Paratransit rides continue to increase slightly with 6,364 rides provided in the first quarter.

The Transit Development Plan continues to be ahead of schedule. There are planned public meetings for late May to present the draft plan for public comments and the final TDP is scheduled to be presented to the MPO and City Council in late July.

FLEET DEPARTMENT (CT SHOP):
In April the maintenance team addressed 129 work orders, with 54% for unscheduled repairs. This highlights the requirement for replacement vehicles and funding associated with maintaining an aging fleet. For the past month, the team completed 45% of the unscheduled workorders within 24 hours, and 59% within 72 hours. The team continues to support snow and ice removal and other core service departments such as sanitation to keep equipment running smoothly. They are continuing with conducting seasonal inspections and repairs for summer equipment to ensure summertime core services are not disrupted. Fleet is also in the process of evaluating 1st quarter procurements and anticipating making procurements in March/April. After completing our round of Fleet Management Working Group meetings, the team plans to continue the fleet management process to finalize a suggested fleet replacement list for the 2027 budget review and presentation to the Fleet Evaluation Board (Dept Heads and City Leadership) in May.

Public Works Utilities Director, Jason Sorenson

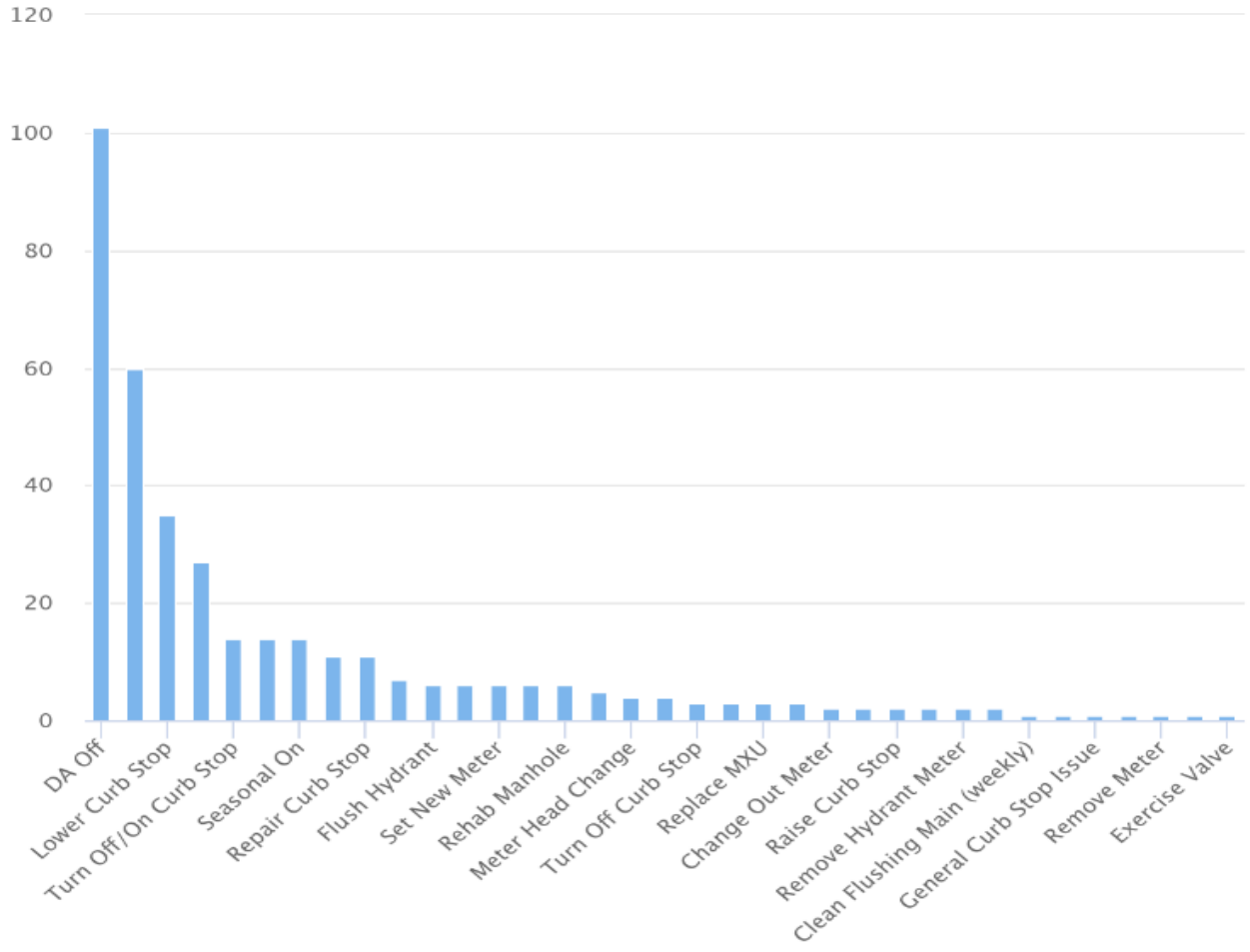
Public Works Admin:
The Utilities Director attended the weekly design and construction meeting for the various phases of flood control and NAWS that are under design and construction.

- MI-6 and MI-7 continue to make progress.
- MI-8/9 is progressing toward 90% design and continues to analyze final alternatives.
- MI-4 is progressing toward 90% design to be submitted by July of 2026.
- NAWS Biota is still delayed due to faulty filter underdrains. The contractor has remobilized to begin the replacement. Their latest schedule shows this work completed in June of 2026, followed by filter media installation and start up. Water anticipated flowing to Minot in the August-September time period
- All annual water main and sewer rehab projects have been bid and awarded.
- Design complete for a lining a 36" trunk sewer line that runs across the NDSF parking lot

Water Treatment Department:

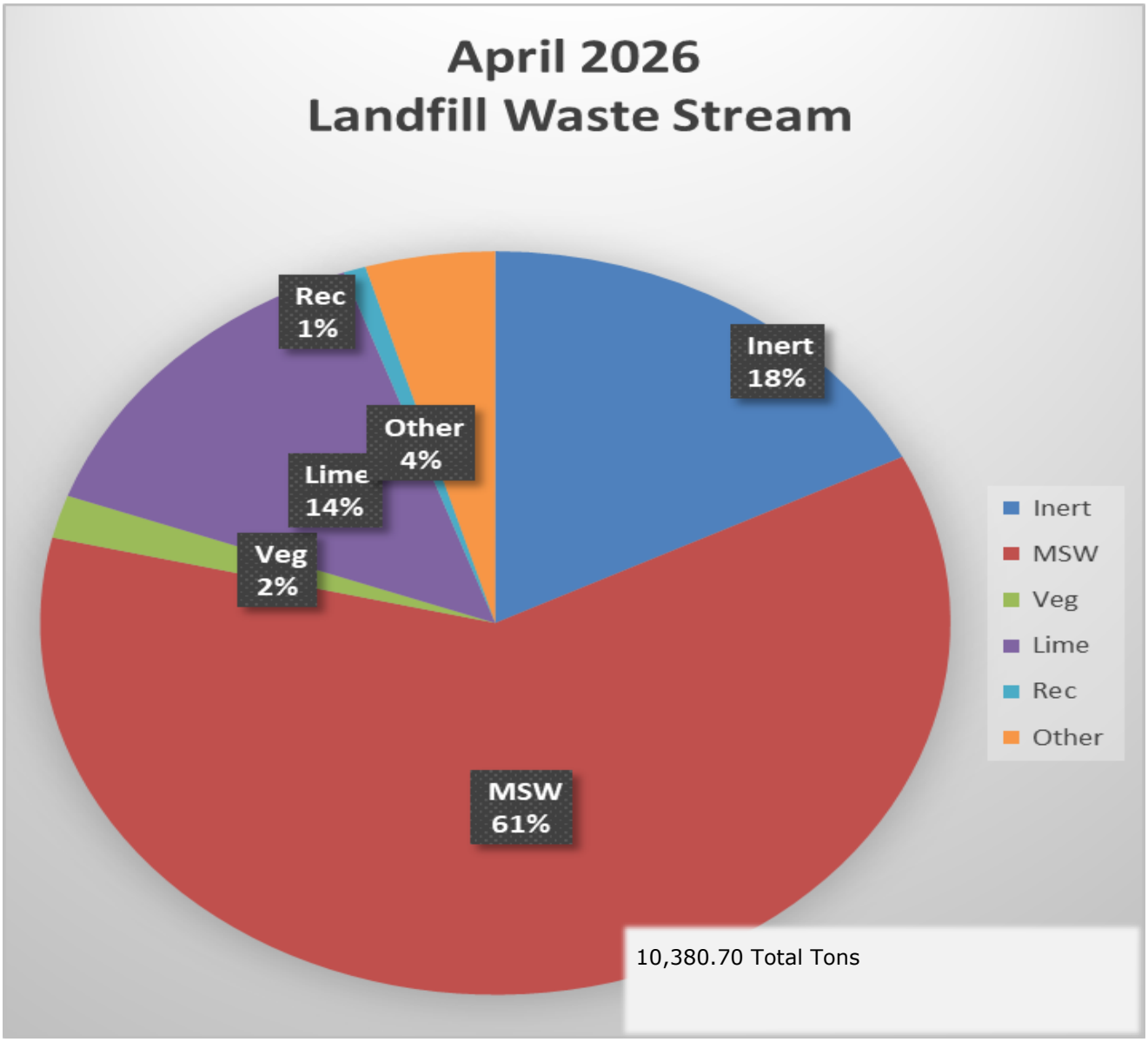
APRIL 2026	
Water	
Raw Water Influent (gal)	174,355,000
Recycle Water (gal)	4,849,000
Facility Water (gal)	9,492,000
Total Water Treated (gal)	**188,696,000**
Distributed from City (gal)	51,961,000
Distributed from NAWS (gal)	119,311,000
Pumped Total (gal)	**171,272,000**

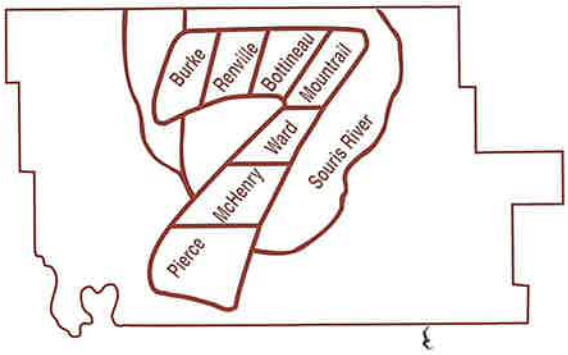
Water & Sewer Department:
Operators responded to 368 service calls. 12 calls for service were after hours.



Landfill/Sanitation/Recycling:
April gate collections were $355,567.71, compared to $401,742.07 in 2025.

Residential garbage collection crews hauled 970.57 tons of garbage and recycle material to the landfill.





Souris Basin Transportation Board

P.O. BOX 2211 • MINOT, ND 58702 • (701) 852-8008

EQUAL OPPORTUNITY EMPLOYER

Operating and Coordinating a Rural Public
Transportation System in a Seven County Area.

2025 July-December SBT Contract for Demand Response and ADA Transit Services

Totals for the Contract Period:

Operations Total:	**$421,755.06**
Administration Total:	**$ 80,439.09**
Grand Total:	**$502,194.15**

Requesting Contract City Funds for: $107,000 ADA and $300,000 Demand. Total: $407,000

Daniel Francis
5-4-2026

SOURIS BASIN TRANSPORTATION BOARD

CITY OF MINOT DEMAND RESPONSE/ADA

Grant expenditure Reimbursement Request Summary

2025 July-September 1st half of Grant

Operating

Expense	Actual
Driver & Mechanics Salaries	$94,042.49
Dispatcher Salaries	$17,094.91
Vehicle Maintenance & Repair	$ 7,801.59
Facility Maintenance & Repair	$ 1,851.83
Fuel/Oil	$12,996.70
Parts	$ 259.86
Janitorial	$ -
Software & Computer	$ 9,661.72
Fees	$ 93.00
Training/Employee Development	$ -
Other not Specified	$ 990.00
Marketing	$ 4,873.36
Phone	$ 1,329.38
Benefits	$ 50,927.11
Operating Total	**$202,754.02**

Administration

Expense	Actual
Project Director Salary	$ 1,120.00
Bookkeeper/Secretary Salary	$ 750.00
Audit/Legal/Consultant	$ -
Advertising	$ 4,873.36
Office Supplies/Printing	$ -
Drug & Alcohol Testing	$ -
Travel	$ -
Vehicle & Building Insurance	$ -
Rent	$ -
Phone	$ 1,329.38
Utilities	$ 832.07
Benefits	$ 199.14.
Administration	**$ 9,103.95**

2025 July-September Quarter Total; $211,857.97

SOURIS BASIN TRANSPORTATION BOARD

CITY OF MINOT DEMAND RESPONSE/ADA

Grant expenditure Reimbursement Request Summary

2025 October – December 2nd half of Grant

Operating

Expense	Actual
Driver & Mechanics Salaries	$102,632.35
Dispatcher Salaries	$25,114.21
Vehicle Maintenance & Repair	$15,138.03
Facility Maintenance & Repair	$ 3,304.38
Fuel/Oil	$13,181.14
Parts	$ 138.80
Janitorial	$ -
Software & Computer	$ 7,538.01
Fees	$ 604.00
Training/Employee Development	$ -
Other not Specified	$ 557.68
Marketing	$ -
Phone	$ -
Benefits	$ 50,792.44

Operating Total **$219,001.04**

Administration

Expense	Actual
Project Director Salary	$25,632.00
Office Manager Salary	$ 6,421.88
Audit/Legal/Consultant	$ -
Advertising	$ 3,540.00
Office Supplies/Printing	$ 1,446.91
Drug & Alcohol Testing	$ 845.00
Travel	$ -
Vehicle & Building Insurance	$26,228.40
Rent	$ -
Phone	$ 1,937.53
Utilities	$ 1,922.97
Benefits	$ 3,360.45.

Administration **$ 71,335.14**

2025 October-December Quarter Total: $290,336.18

On May 4, 2026, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Council President Blessum called the meeting to order at 5:30 pm.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

City Council President Blessum led the City Council in the Pledge of Allegiance.

MAYOR'S REPORT

PROCLAMATIONS

Proclamations were read by Council President Blessum proclaiming May 8th as Provider Appreciation Day and May as Building Safety Month.

EDND SPRING CONFERENCE - MARK LYMAN

Mark Lyman spoke to the City Council about Economic Development Week 2026.

REPORTS

CITY MANAGER'S REPORT

Tom Joyce submitted a written report to the City Council.

MUNICIPAL COURT RELOCATION ANALYSIS

Ryan Kamrowski provided the City Council with a Municipal Court relocation analysis.

The motion to direct staff to move forward with starting a conversation with Ward County and District Judges about available space and opportunities at the County Courthouse was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

PLANNING COMMISSION - CONSIDER THE REPORT OF THE PLANNING COMMISSION

PUBLIC HEARING: CASE #2026-19 - NORTHRIDGE VILLAS 2ND ADDITION - ZONING MAP AMENDMENT

The motion to close the public hearing and approve the Zoning Map Amendment in alignment with the Planning Commission was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CONSENT ITEMS

The motion to approve consent items 6.1-6.13, 6.15-6.16, 6.18-6.19, and 6.21-6.25 with the staff recommended actions was initiated by City Council Member Pitner, seconded by City Council Member Olson 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 from the April 20, 2026, Regular City Council meeting and the April 22, 2026, Special City Council meeting.

ORDINANCES - Approve the following ordinances on second reading:

1. Ordinance No 6188 - Section 22-1 Native Grass & Tall Weeds and Grass
2. Ordinance No 6189 - 2026 BA - 1st St SW Reconstruction - Storm Sewer
3. Ordinance No 6190 - 2026 BA - Skid Steer Loader Trades
4. Ordinance No 6191 - 2026 BA - FD Donation from Enbridge
5. Ordinance No 6193 - 2026 BA - PD Forfeiture Funds for SWAT Equipment

ORDINANCES - Approve the following ordinance on second reading:

1. Ordinance No 6192 - Section 9-2 Building Inspections to Building Safety

ORDINANCES - Approve the following ordinance on second reading:

1. Ordinance No 6194 - 2nd Ave SW and 4th St SW

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

1. Trinity Health Foundation to conduct a raffle on June 8, 2026, at the Souris Valley Golf Course (2400 14th Ave SW).
2. Five Special Event Permits for Sports on Tap (220 S Broadway).
3. Two Special Event Permits for The Ranger Lounge (1218 S Broadway).
4. Special Event Permit for The Starving Rooster (30 1st St NE).
5. Two Special Event Permits for Arny's 2.0 (12 3rd St SE).

BILLS, TRANSFERS, & PAYROLL - Approve the payroll for the period from March 22, 2026, through April 18, 2026, in the amount of $2,686,707.13 and the bills and transfers for April in the amount of $4,433,577.56.

ADP, INC	$19,811.27	100007698	GUARDIAN FLEET SAFETY	$14,004.86	308922
ADP, INC	$1,040.55	100007699	ND DEPT OF TRANSPORTATION	$1,753.53	308923
AFLAC	$13,458.09	100007681	ND DEPT OF TRANSPORTATION	$200.00	308924
BANK OF NORTH DAKOTA	$103,096.26	100007688	ACKERMAN ESTVOLD	$31,022.29	90000106
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	$17,294.70	100007686	CDM SMITH	$92,816.50	90000107
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	$218.00	100007687	SOURIS RIVER JOINT WATER RESOURCE	$2,188,283.49	90000108
APH/AUTO VALUE	$348.29	308801	WAGNER CONSTRUCTION	$23,574.37	90000109
Ashante Hechazarria	$50.00	1330	ACKERMAN ESTVOLD	($31,022.29)	90000102
Elijah Wickum	$613.73	1331	CDM SMITH	($92,816.50)	90000103
Jalicia Cree	$300.00	1332	SOURIS RIVER JOINT WATER RESOURCE	($2,188,283.49)	90000104
Jordan Villanueva	$750.00	1333	WAGNER CONSTRUCTION	($23,574.37)	90000105
Joseph Aldrich	$40.00	1334	ANIMAL EMPOWERMENT LEAGUE, INC.	$27,727.11	308926
Kayla Ellingson	$200.00	1335	Minot Public Safety Cadets	$9,000.00	308925
Terry Lee	($750.00)	1336	1 CALL SEPTIC SERVICES, INC	$13,576.40	308927
Ward County Clerk Of Court	$200.00	1337	ACME TOOLS	$115.81	308928
Ward County Clerk of Court	$750.00	1338	ADVANCED BUSINESS METHODS	$1,328.10	308929
William Foondle	$350.00	1339	AFFINITY FIRST FEDERAL CREDIT UNION	$483.32	308930
WEX HEALTH, INC	$15,539.05	100007689	AIRPORT LIGHTING COMPANY	$780.90	308931
NAPA AUTO PARTS	$2,122.47	90000098	AMAZON	$469.08	308932
NORTHWEST TIRE AND RETREAD	$2,983.65	90000099	AMERICAN TRUCK & TRAILER, LLC	$514.63	308933
SWANSTON EQUIPMENT COMPANIES	$1,254.98	90000100	AMERICAN WELDING & GAS, INC.	$5,200.30	308934
ACME TOOLS	$147.30	308802	APEX ENGINEERING GROUP	$95,883.06	308935
AMAZON	$64.44	308803	APH/AUTO VALUE	$613.46	308936
AMERICAN WELDING & GAS, INC.	$4,465.36	308804	BARR ENGINEERING	$5,889.24	308938
ANTHONY TATMAN	$125.00	308805	BETH REIERSON-GILBERTSON	$472.93	309033
APH/AUTO VALUE	$159.45	308807	BUTLER MACHINERY CO.	$1,499.83	308941
APPLE BOOKS, LLC	$905.96	308808	CAROLINA SOFTWARE	$475.00	308942
CARE RESOURCE CONNECTION	$12,000.00	308809	CITY OF BISMARCK	$1,302.00	308939
Al Sadler	$18,000.00	308810	CITY OF MINOT	$25.00	309013
Al Sadler	$25.00	308811	COM EMPLOYEE RECOGNITION COMM	$161.50	308964
Jacquelyn Abbott	$100.00	308812	CONNOLE & SOMERVILLE	$9,213.60	308943
Todd Ferm Construction, LLC	$25,035.00	308813	COOKIES FOR YOU	$900.00	308944
CENTRAL NETWORK RETAIL GROUP LLC	$113.47	308869	CPS, LTD	$44,471.25	308945
COM EMPLOYEE RECOGNITION COMM	$155.50	308831	CURT'S STARTER & ALT. SERVICE	$231.38	308946
COLLABORATIVE SUMMER LIBRARY PROG	$531.70	308814	DAKOTA FLUID POWER, INC.	$43.98	308947
CRITICAL FACILITIES TECHNOLOGY, LLC	$2,657.00	308815	DAKOTA SUPPLY GROUP	$49.71	308948
DAVIDSON CONSTRUCTION	$16,500.00	308816	DAKOTA TRUCK & FARM	$1,374.00	308949
DOMESTIC VIOLENCE CRISIS CENTER	$1,131.86	308817	DENVER CARMONA	$1,480.16	308950
EBSCO	$2,571.18	308818	DUININCK, INC.	$1,736.00	308951
ECOLAB PEST ELIMINATION DIVISION	$612.63	308819	Brent Coughlin	$303.60	308952
EIDE BAILLY LLP	$52,500.00	308820	Brian Billingsley	$296.00	308953
ELDORADO NATIONAL - CALIFORNIA	$102.76	308821	Christopher Reinemann	$303.60	308954
David Lakefield	$363.90	308822	Dana Pollman	$400.00	308955
Destiny Bickell	$22.62	308823	Jacob Lentz	$354.00	308956
Kendra Bachmeier	$348.20	308824	Josh Kraft	($385.20)	308957
Krystle Foster	$55.83	308825	Kelli Kronschnabel	$707.65	308958

Mark Jantzer	$357.95	308826
Melody Skelkey	$272.80	308827
Randi Monley	$152.18	308828
Tom Joyce	$339.25	308829
Trisha Guthrie	$348.20	308830
ENERBASE	$49,218.94	308832
FACTORY MOTOR PARTS	$11,232.71	308833
FIRST DISTRICT HEALTH UNIT	$27,250.00	308835
FIRST INTERNATIONAL BANK & TRUST	$693.00	308836
FLASHPARKING, INC	$1,650.00	308837
FLEET PRIDE	$134.98	308838
Brock Andrew Selzler	$225.00	1340
Nichole Alyse Jorgensen	$225.00	1341
Richard Calvin Macias	$53.00	1342
Timothy Michael Hoaglund	$975.00	1343
Ward County Clerk of Court	$950.00	1344
Ward County Clerk of Court	$750.00	1345
Ward County Clerk of Court	$1,500.00	1346
Ward County Clerk of Court	$750.00	1347
Ward County Clerk of Court	$750.00	1348
Agnes Volk	$400.00	308839
Broadway Liquor	$1.99	308840
Celine Eden Marx	$10.00	308841
Erica Wilson	$22.00	308842
Italo Brandon Camacho	$25.00	308843
Italo Brandon Camacho	$25.00	308844
Jeremy Alden Laber	$50.00	308845
Katie Heupel	$262.50	308846
Mark Unruh	$50.00	308847
ND Child Support	$20.00	308848
ND Child Support	$115.00	308849
ND Child Support	$185.00	308850
Schatz Crossroads	$25.00	308851
Scheels	$5.98	308852
Wal-Mart	$5.00	308853
Zuber Ahmed Abdikadir	$23.68	308854
GENERAL TRADING	$52.63	308855
GERDAU RECYCLING	$1,109.72	308856
GILLIG, LLC	$193.90	308857
GRAINGER	$93.70	308859
GRAYMONT WESTERN US INC.	$84,345.94	308860
H.A. THOMPSON & SONS, INC.	$4,746.73	308861
HAWKINS, INC.	$26,650.00	308862
INFORMATION TECHNOLOGY DEPARTMENT	$3,571.35	308863
INGRAM LIBRARY SERVICES, LLC	$2,062.21	308864
JEROMES COLLISION CENTER	$8,878.72	308865
JOHN DEERE FINANCIAL	$451.51	308858
KIWANIS CLUB OF MINOT	$150.00	308866
LANGUAGE LINE SERVICES	$61.97	308867
LOWES PRINTING, INC.	$385.25	308868
MAD DOG BROKERAGE INC	$3,633.72	308871
MAIN ELECTRIC CONSTRUCTION	$125,968.00	308872
MATERIAL TESTING SERVICES, LLC	$5,900.00	308873
MIDSTATES WIRELESS, INC.	$666.00	308874
MINOT AREA CHAMBER EDC	$46,637.50	308870
MINOT AREA COUNCIL OF THE ARTS, INC	$3,333.33	308875
MINOT AUTO	$559.47	308876
MINOT EMPLOYEE DONATIONS	$702.04	308877
MINOT PARK DISTRICT	$3,100.00	308878
NAPA AUTO PARTS	$1,161.98	308880
ND DEPT OF TRANSPORTATION	($1,953.53)	308881
ND DEPT OF WATER RESOURCES	$6,099.45	308882
NDIRF	$150.00	308883
NEWMAN TRAFFIC SIGNS	$6,304.19	308884
NORMONT EQUIPMENT CO	$302.81	308885
NORTH COUNTRY SPORTSWEAR	$27.00	308886
NORTH PRAIRIE RURAL WATER DISTRICT	$114.56	308887
NORTHWEST TIRE AND RETREAD	$1,090.90	308888
O'DAY EQUIP., INC.	$31,548.00	308889
OVERHEAD DOOR CO. OF MINOT	$728.00	308890
PARKLAND USA CORPORATION	$25,138.43	308834
PATRIOT FIRE & SAFETY INC	$942.86	308891
POWERDMS, INC	$3,589.58	308892
PROCOLLECT	$1,562.68	308893
PROTECH INTEGRATIONS, LLC	$178.00	308894
PROVIDENT LIFE & ACC INS CO	$937.55	308895
RDO EQUIPMENT	$36.78	308896
REDVECTOR.COM, LLC	$2,574.11	308897
Kerry Schriock	$354.00	308959
Kristin Van Grinsven	$320.80	308960
Marissa Dinsmoore	$88.40	308961
Miles Knudsvig	$272.80	308962
Tyler Podolski	$272.80	308963
ENERBASE	$20,488.14	308965
FACTORY MOTOR PARTS	$642.52	308966
FIRE EQUIPMENT CO.	$1,304.50	308968
FIRST INTERNATIONAL BANK & TRUST	$693.00	308969
FLEETMIND SOLUTIONS, INC.	$2,370.19	308970
GALLAGHER BENEFIT SERVICES, INC.	$14,350.00	102
GEFROH ELECTRIC	$2,891.10	308971
Antaviona Withers	$75.00	1349
Bryen Rattie	$200.00	1350
Jackson Lewis	$975.00	1351
Jennifer Ellen Nelson	$225.00	1352
Terry Lee	$750.00	1353
Tory Mack	$175.00	1354
Trevor Hall	$200.00	1355
Ward County Clerk of Court	$750.00	1356
Ward County Clerk of Court	$750.00	1357
William Roberts	$225.00	1358
Broadway Liquor	$14.09	308972
Jade Rhiannon Carson	$50.00	308973
Karma Convenience Stores	$5.00	308974
Katelynn Bowen	$25.00	308975
Kelsey Spidahl	$40.00	308976
Lindsay Kreger	$50.00	308977
McKynna Stenberg	$200.00	308978
Minot Senior Coalition	$175.00	308979
ND Child Support	$10.00	308980
ND Child Support	$135.00	308981
Sarah Brien	$100.00	308982
Shawn Weigel	$50.00	308983
Spark Hotel	$100.00	308984
Target	$20.00	308985
Verendrye Electric Cooperative	$25.00	308986
Wal-Mart	$95.48	308987
Wal-Mart	$20.00	308988
WDALA	$75.00	308989
GENERAL TRADING	$21.55	308990
GLASS DOCTOR	$635.48	308991
GOETTLE LAW, PLLC	$3,500.00	308992
HAIRBALL HAVEN	$6,915.00	308994
HOUSTON ENGINEERING, INC.	$30,011.36	308995
INFAX, INC.	$14,000.00	308996
INFORMATION TECHNOLOGY DEPARTMENT	$3,548.80	308997
INGRAM LIBRARY SERVICES, LLC	$4,057.37	308998
JOHN DEERE FINANCIAL	$2,759.14	308993
KLJ ENGINEERING, LLC	$14,193.34	308999
L-TRON CORPORATION	$2,310.00	309000
LEARNING OPPORTUNITIES, INC.	$944.93	309001
LESLEY WIEDMER	$1,246.00	309002
LEXIPOL, LLC	$10,798.80	309003
LIANA MUNOZ & BERNARDINO MUNOZ JR.	$567.55	309014
MED-TECH RESOURCE, INC.	$507.58	309005
MIDSTATES WIRELESS, INC.	$200.00	309006
MIDWEST TAPE	$1,648.53	309007
MINOT AUTO	$837.22	309008
MINOT COMMISSION ON AGING	$12,875.00	309009
MINOT EMPLOYEE DONATIONS	$691.38	309010
MINOT PARK DISTRICT	$2,000.00	309011
MINOT STATE UNIVERSITY	$19,416.61	309012
ND DEPARTMENT OF EMERGENCY SERVICES	$3,600.00	309015
ND DEPT OF WATER RESOURCES	$11,767.83	309016
ND FRATERNAL ORDER OF POLICE	$1,518.00	309017
NEW HALI-BRITE, INC.	$199.02	309018
NORMONT EQUIPMENT CO	$2,723.11	309019
NORTH COUNTRY SPORTSWEAR	$276.00	309020
NORTHERN TESTING	$820.00	309021
O'REILLY AUTO PARTS	$634.22	309022
OLSON'S TOWING	$1,456.00	309023
ONE CALL CONCEPTS, INC.	$147.60	309024
OVERDRIVE	$912.93	309025
PARKLAND USA CORPORATION	$499.99	308967
PEC SOLUTIONS LLC	$13,457.00	308937
PLASTICARDS, INC.	$1,260.00	309026
PREFERRED CONTROLS CORP	$13,156.00	309027

BRUNGART, KOLLIN	$29.52	308898	PRINGLE & HERIGSTAD, P.C.	$2,580.00	309028
CREATIVE PROPERTY	$58.37	308899	PROVIDENT LIFE & ACC INS CO	$869.58	309029
GREYSTONE CONSTRUCTION JOB 5510	$428.21	308900	PSYCHOLOGICAL RESOURCES	$3,500.00	309030
RENZ, CECIL	$10.00	308901	RDO EQUIPMENT	$4,277.08	309031
SALTER, AARON	$21.59	308902	SIMON, JEFFREY	$10.00	309032
SECOND CHANCE LLC	$96.89	308903	RICE, KRISTINA	$2,236.36	309034
SOLEM, BRADLEY	$50.00	308904	RICHARD BREKKE	$1,764.82	309035
SANITATION PRODUCTS	$169.78	308905	SANITATION PRODUCTS	$332.64	309036
SHORT ELLIOTT HENDRICKSON, INC	$119,402.00	308906	SIMRANJIT KAUR	$1,806.00	309037
SIGNS TODAY	$697.45	308907	SOURIS VALLEY HUMANE SOCIETY, INC.	$3,276.00	309038
SMART PLANET SOFTWARE, LLC	$539.73	308908	STATE HISTORICAL SOCIETY OF ND	$206.00	309039
SOLTIS BUSINESS FORMS CO.	$5,207.15	308909	STEVENSON, MARY	$2,365.70	309004
SOURIS BASIN PLANNING COUNCIL	$6,666.00	308910	TACHEL HALVERSON	$1,008.69	309040
SWANSTON EQUIPMENT COMPANIES	$1,299.00	308911	TEAM ELECTRONICS, INC.	$336.00	309041
TEAM ELECTRONICS, INC.	$600.00	308912	TED BOLTON	$945.00	308940
TITAN MACHINERY	($1,769.51)	308913	THATCHER COMPANY	$14,162.24	309042
U.S. POST OFFICE	$6,000.00	308914	THE VINCENT METHODIST EPISCOPAL CHURCH	$2,365.86	309043
UNITED MAILING SERVICE	$2,899.43	308915	TIMMONS GROUP	$577.50	309044
VISIT MINOT	$37,580.34	308916	TRAILER & TRUCK EQUIPMENT OF MINOT, LLC	$817.72	309045
WALLWORK TRUCK CENTER MINOT	$1,569.21	308917	TRINITY HEALTH	$5,894.40	309046
WARD COUNTY AUDITOR	$10,900.00	308918	TRINITY MEDICAL GROUP	$421.37	309047
WAYNE MOE	$200.00	308879	UNITED MAILING SERVICE	$431.59	309048
WEST OAKS ANIMAL HOSPITAL	$35.80	308919	VISIT MINOT	$17,901.83	309049
WESTLIE FORD	$1,351.61	308920	WALLWORK TRUCK CENTER MINOT	$10,760.03	309050
WESTLIE TRUCK CENTER	$70,123.43	308921	WEST OAKS ANIMAL HOSPITAL	$157.40	309051
ZACHARY JOHNSHOY	$6,735.41	308806	WESTLIE FORD	$744.01	309052
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	$17,294.70	100007693	WESTLIE TRUCK CENTER	$2,846.61	309053
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	$238,708.76	100007694	WILBUR ELLIS	$1,758.80	309054
WAGNER CONSTRUCTION	$90,090.16	90000101	WSI CLAIM	$273,095.89	309055
				$2,274,282.50	

GAMING SITE AUTHORIZATIONS RENEWELS - Approve the following gaming site authorizations for the following organizations to conduct games of chance during the license year of July 1, 2026, through June 30, 2027, at the following locations:

Aggie Foundation

- Best Kept Secret (2400 10th St SW)
- Arny's 2.0 (12 3rd St SE)

Minot Hocket Boosters

- On the Rocks (614 3rd St NE)
- Aces Lounge (1524 S Broadway Ste 8)
- The Depot and Baggage Claim (15 Main St N)
- Nola's (919 Burdick Exwy W)
- X-Golf (1621 S Broadway)

Prairie Grit Adaptive Sports

- Applebee's (2302 15th St SW)
- The Starving Rooster (30 1st St NE)
- Sammy's Pizza (400 N Broadway)

ND Association for the Disabled, Inc.

- Down Under Bar (23 Main St S Unit 1B)
- Drop Zone (101 S Main St)

MSU Beaver Boosters, Inc.

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

Minot Junior Golf Association

- Lucky Strike Lounge & Casino (1901 N Broadway)
- Dakota Lounge (1525 31st Ave SW)
- Capri Bar (2030 Burdick Expwy E)
- Ranger Lounge (1218 S Broadway)
- Bootlegrz (515 20th Ave SE Ste 2B)
- Trappers Lounge (2401 Elk Drive)

ALCOHOLIC BEVERAGE LICENSE TRANSFER - Approve the transfer of the Retail Liquor, Beer, and Wine license from the previous owner to new ownership under the name Broadway Liquor, LLC dba Broadway Liquor.

TAXIWAY B RECONSTRUCTION (PHASE 1) PROJECT CONTRACT – CONSTRUCTION ADMINISTRATION SERVICES (AIP 3-38-0037-080-2026) - Approve Phase 1 Taxiway B Reconstruction – Construction Administration Services proposal to be conducted by Mead & Hunt, pending grant funding; direct staff to apply for federal and state grants; accept the grants if awarded; and authorize the Mayor, Airport Director, City Attorney, and Finance Director to sign the agreement, the grants, and other applicable documents.

RUNWAY 8-26 REHABILITATION - WEST (PHASE 2) PROJECT CONTRACT – CONSTRUCTION ADMINISTRATION SERVICES (AIP 3-38-0037-081-2026) - Approve the Phase 2 Runway 8-26 Rehabilitation (West) – Construction Administration Services proposal to be conducted by Mead & Hunt, pending grant funding; direct staff to apply for federal and state grants; accept the grants if awarded; and authorize the Mayor, Airport Director, City Attorney, and Finance Director to sign the agreement, the grants, and other applicable documents.

AUTHORIZE ADVERTISEMENT FOR AUCTION/SALVAGE OF FLOODWAY ACQUISITIONS - Authorize advertisement for the list of auction/salvage of floodway acquisitions.

CONTRACT AMENDMENT FOR AIRFIELD UTILITIES (SEWER, WATER, GAS) – DESIGN SERVICES - Approve the Airfield Utilities (Sewer, Water, Gas) – Design Services Amendment proposal from Short Elliott Hendrickson, Inc. (SEH); and authorize the Mayor to sign the agreement; and recommend approval to advertise for bid.

CASE #2026-31 - BOLTON HEIGHTS 15TH ADDITION - MINOR PLAT - Approve the proposed minor subdivision plat as provided in Attachment A.

CASE #2026-13 - SUNRISE GARDENS - FINAL PLAT - Approve the Final Plat that is included in Attachment A.

2026 ALLEY WATERMAIN REPLACEMENT - AWARD OF BID (4898.1) - Approve the bid from Kemper Construction Co. in the amount of $860,152.31 for the 2026 Alley Watermain Replacement project and authorize the Mayor to sign the contract on behalf of the City of Minot.

PERKETT DITCH IMPROVEMENTS PHASE 2 - AWARD OF BID (4751.1) - PULLED

2025 WASHINGTON SAFE ROUTES TO SCHOOL (SRTS) PROJECT - FINAL PAYMENT (4720) - Approve the final payment of $1,753.53 to be paid to the North Dakota Department of Transportation and authorize the Mayor and Finance Director to sign the final certification of local match.

NDDOT CURB RAMP AGREEMENT (4920) - Approve the attached Curb Ramp Agreement and authorize the Mayor and city staff to sign the required documents.

AMENDMENT TO COST PARTICIPATION AND MAINTENANCE AGREEMENT 16TH ST INTERCHANGE (4753) - Approve the CPM amendment and authorize the Mayor to sign the amendment

DEVELOPMENT AGREEMENT - GREAT PLAINS ADDITION LOT 1 (4944) - Approve the Great Plains Addition Lot 1 Development Agreement with Plains Real Estate Company LLC and authorize the Mayor to sign.

AMENDED MINOT PD AND FD ANNUAL WELLNESS CHECK CONTRACT FOR LOCAL PROVIDERS - Approve the amended Clinician Services Standard Form Agreement and authorize the Mayor to execute the contract upon receipt from a provider; and terminate any current Clinician Services Agreements and authorize the Mayor to re-execute these contracts using the new standard form agreement.

CONTRACT FOR AMENDMENT NO. 1 – TAXIWAY D2 & D3 REALIGNMENT AND RECONSTRUCTION AND RUNWAY 8/26 PAPI REPLACEMENT – DESIGN SERVICES (AIG 3-38-0037-076-2025) - Approve the Amendment No. 1 – Taxiway D2 & D3 Realignment and Reconstruction and Runway 8/26 PAPI Replacement – Design Services proposal from Short Elliott Hendrickson Inc. (SEH); and authorize the Mayor to sign the agreement; and recommend approval to advertise for bids.

CONTRACT FOR INDIGENT DEFENSE COUNSEL - Approve the contract for Indigent Defense Counsel (template) and authorize the Mayor, Finance Direction and City Clerk to sign.

CASE #2026-14 - STONEBRIDGE FARMS 7TH ADDITION - FINAL PLAT

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

The motion to approve the final plat as shown in Attachment A was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None. Alderman Hayes abstained from the vote.

PAVEMENT MANAGEMENT PLAN AGREEMENT

The motion to concur in awarding the project to Quality Engineering Solutions (QES) and authorize the Mayor to sign the contract was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: Rob Fuller.

ACTION ITEMS

PUBLIC HEARING: PY2026 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

The motion to close the public hearing and approve the Annual Action Plan and authorize the Mayor to sign the application (form SF 424) and additional certifications required by HUD was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PUBLIC HEARING: REVISED CITIZEN PARTICIPATION PLAN

The motion to close the public hearing and authorize the Mayor to sign the updated version of the Citizen Participation Plan was initiated by City Council Member Pitner, 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.

PUBLIC HEARING: CAPITAL IMPROVEMENT PLAN (4979)

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

APPROVAL OF CDBG ENTITLEMENT NOFO RECOMMENDATIONS - YOUTHWORKS

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

APPROVAL OF CDBG ENTITLEMENT NOFO RECOMMENDATION - MINOT COMMISSION ON AGING, INC

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

RULES OF ORDER ORDINANCE - FIRST READING

The motion to approve the ordinance on first reading, including option B, which is language discussing the recommended course of allowing the presiding officer to make a motion if the presiding officer relinquishes the chair, was initiated by City Council Member Fuller and seconded by City Council Member Samuelson.

Mayor Jantzer proposed a motion to amend to include the friendly amendment language into the ordinance but the motion to amend was withdrawn before there was a second.

The City Council returned to the original motion to approve the ordinance on first reading, including option B, which is language of the recommended course allowing the presiding officer to make a motion if the presiding officer relinquishes the chair 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.

CASE NO. FI-20: A REQUEST BY CXL, LLC, FOR A FACADE IMPROVEMENT PROGRAM FORGIVABLE LOAN OF UP TO $148,500.00 FOR IMPROVEMENTS PROPOSED AT 302 EAST CENTRAL AVENUE

The motion to approve the forgivable loan; approve the budget amendment on first reading; and authorize the Mayor to execute the contract was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner; nays: Scott Samuelson.

PERSONAL APPEARANCES

Jane McMahon discussed with the City Council a childcare facility and incidents recorded on the safety of the children. Billi Gunderson spoke to the City Council about ADA requirements.

The motion to approve an additional minute to Billi Gunderson's speaking time was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The motion to an additional 30 seconds to Billi Gunderson's speaking time was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

MISCELLANEOUS AND DISCUSSION ITEMS

Alderwoman Olson reiterated the Committee on Childcare in Minot is

ADJOURNMENT

The motion to adjourn the meeting at 7:11 pm was initiated by City Council Member Pitner, 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.

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

ORDINANCE NO: 6195

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE SALES TAX ECONOMIC DEVELOPMENT EXPENDITURES FOR A FAÇADE IMPROVEMENT APPLICATION (FI-20) AND APPROVE THE USE OF EARMARKED SALES TAX ECONOMIC DEVELOPMENT CASH RESERVES.

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

§1: An ordinance amending the 2026 annual budget to increase the Sales Tax Economic Development expenditures for a façade improvement application (FI-20):

25172000-48100	2024720004	$113,750

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

PASSED FIRST READING: May 4, 2026

PASSED SECOND READING: May 18, 2026

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

ORDINANCE NO. 6196

AN ORDINANCE REZONING LOTS 1 THROUGH 35 OF NORTHRIDGE VILLAS 2ND ADDITION TO THE CITY OF MINOT FROM "R2" TWO-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT OVERLAY TO "R2" TWO-FAMILY RESIDENTIAL DISTRICT.

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

Section 1. That the property described below is hereby zoned **"R2" Two-Family residential District:**

LOTS 1 THROUGH 35 OF NORTHRIDGE VILLAS 2ND ADDITION TO THE CITY OF MINOT

Section 2. The **"R2" Two-Family residential District** zoning of the above described property and any development thereof shall be in accordance with said zoning district's provisions as set forth in the Land Development Ordinance of the City of Minot.

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

PASSED FIRST READING: May 4, 2026

PASSED SECOND READING: May 18, 2026

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, City Council President

TO: To Whom It May Concern

FROM: Mikayla McWilliams, City Clerk
Dale Plessas, Deputy Police Chief

DATE: May 18, 2026

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. **X-Family Fundraising to conduct a raffle on May 16, 2026, at Minot North High School (2100 21st Ave NW).**
2. **Souris Valley United Way to conduct a raffle on May 2, 2026, at North Hill Bowl (1901 N Broadway).**
3. **Special Event Permit for the Dakota Lounge (1525 31st Ave SW).**
4. **Two Special Event Permits for Arny's 2.0 (12 3rd St SE).**
5. **Eleven Special Event Permits for The Spot (6 2nd St NE).**
6. **Eight Special Event Permits for The Pour Farm (201 37th Ave SW).**

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.

TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: May 18, 2026

SUBJECT: GAMING SITE AUTHORIZATIONS RENEWALS

I. RECOMMENDED ACTION

It is recommended City Council approve the following gaming site authorizations for the following organizations to conduct games of chance during the license year of July 1, 2026, through June 30, 2027, at the following locations:

- **American Foundation for Wildlife**
  - **Landing Bar & Bottleshop (2015 N Broadway)**
- **Dakota Rattlers Wrestling Club**
  - **Beowulf Golf Course (1912 Valley Bluffs Dr)**
- **Bishop Ryan Catholic School**
  - **Bishop Ryan Catholic School (316 11th Ave NW)**
  - **Bones BBQ Smokehouse & Grill (437 N Broadway)**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
Dale Plessas, Deputy Police Chief, 701-857-9800

III. DESCRIPTION

A. Background

Site approval by the City Council is required as a precondition to obtain a state games of chance license. Each organization submits documentation annually in order to conduct games of chance at locations throughout the city of Minot. These locations have submitted documentation and received approval from the Deputy Police Chief.

B. Proposed Project

N/A

C. Recommendation Detail

This is a yearly process for all sites. The gaming year is July 1st - June 30th every year. Site authorizations must be approved in a timely manner in order for organizations to submit their approved gaming form to the Attorney General's Office by the expiration deadline.

IV. IMPACT

A. Service/Delivery Impact:

N/A

B. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny an application if there is reasonable cause to do so and the establishment would not be permitted to conduct games of chance.

TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: May 18, 2026

SUBJECT: **CASE #2026-35 - LOTS 1-3 OF TALON POINT 2ND ADDITION - MINOR PLAT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Minor Plat as proposed 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 wants to realign the lot lines.

B. Proposed Project

The current legal description is Lots 4, 5 & 6 & Block 3 of Talon Point Addition.

C. Recommendation Detail

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

IV. IMPACT

A. Service/Delivery Impact:

The approval of the Minor Plat will lead to further development within the City.

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

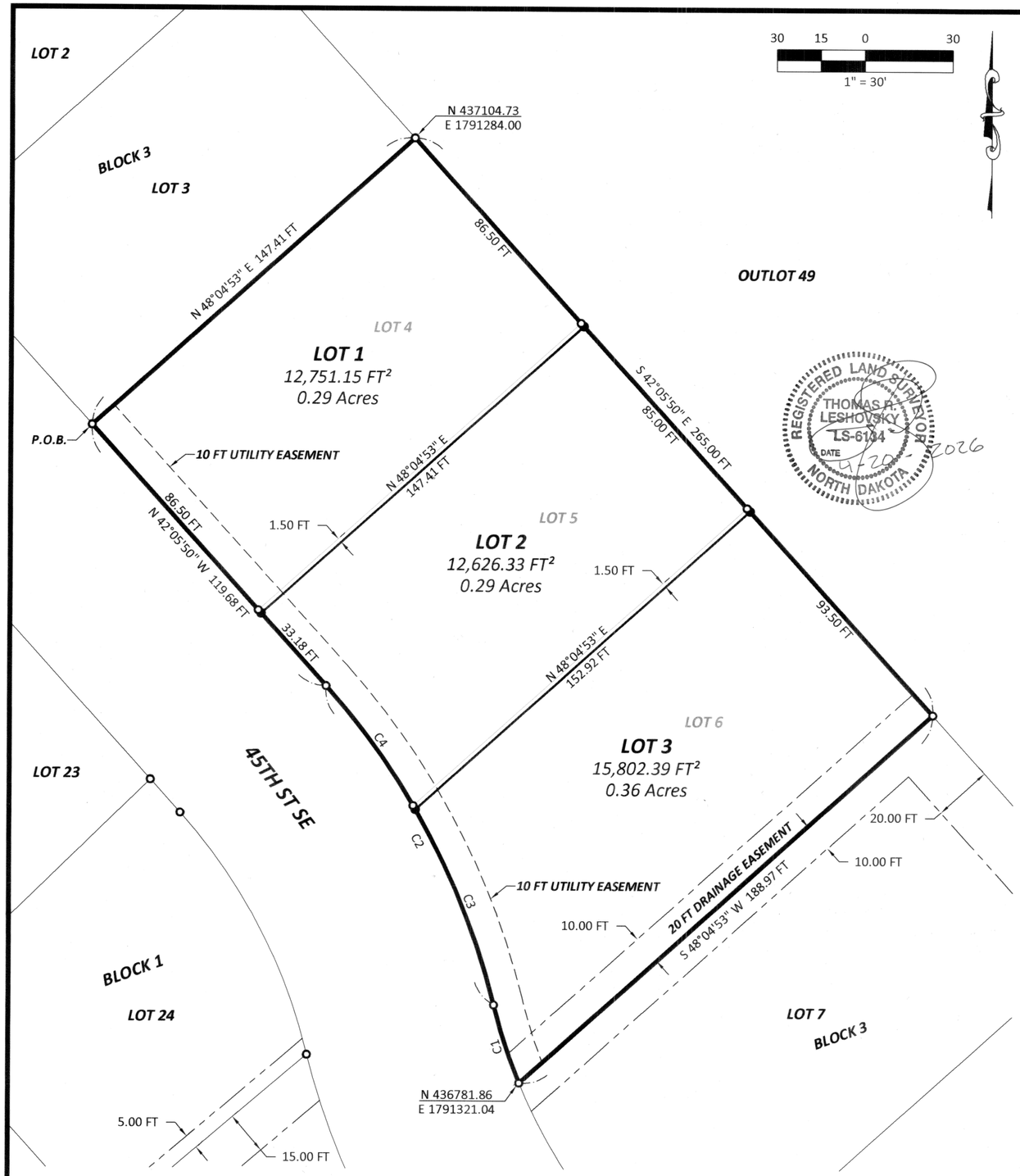
N/A

VI. ALTERNATIVES

City Council may deny or approve with conditions.

TALON POINT 2ND ADDITION

BEING LOTS 4, 5 AND 6, BLOCK 3, OF TALON POINT ADDITION, TO THE CITY OF MINOT, NORTH DAKOTA



DESCRIPTION:

Know all men by these presents that Bryon E & Barbara E Peterson, being Owners and Proprietors, of Lot 4, Block 3, of Talon Point Addition, to the City of Minot, Ward County, North Dakota and Talon Point LLC, being Owner and Proprietor, of Lots 5 and 6, Block 3, of Talon Point Addition, to the City of Minot, Ward County, North Dakota, being more particularly described as follows:

Beginning at the Southwest Property Corner, of Lot 4, Block 3, of Talon Point Addition, a Plat being on file at the Ward County Recorder's Office; Thence N 48°04'53" E, on then North Line, of said Lot 4, a distance of 147.41 FT, to the Northeast Corner, of said Lot 4; Thence S 42°05'50" E, on the East Line, of Lots 4, 5 and 6, of said Block 3, a distance of 265.00 FT, to the Southeast Corner, of said Lot 6; Thence S 48°04'53" W, on the South Line, of said Lot 6, a distance of 188.97 FT, to the Southwest Corner, of said Lot 6; Thence on a Boundary Line, of said Lot 6, on a Curve to the Right, said Curve having a Length of 28.17 FT, a Radius of 189.24 FT, and a Delta Angle of 8°31'46", to a Boundary Corner of said Lot 6; Thence on a Boundary Line, of said Lots 5 and 6, on a Curve to the Left, said Curve having a Length of 124.43 FT, a Radius of 255.25 FT, and a Delta Angle of 27°55'52", to a Boundary Corner of said Lot 5; Thence N 42°05'50" W, on the West Line, of said Lots 4 and 5, a distance of 119.68 FT, to the Point of Beginning.

Said described tract, of land contains 0.95 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Talon Point 2nd Addition, to the City of Minot, North Dakota and hereby dedicate and donate road rights, of ways and easements as shown to the public for public use forever, in witness whereof, the owners hereunto affixed their signatures.

Bryon E Peterson

Barbara E Peterson

Jerry Nutter - General Manager
Talon Point LLC

On this 20th Day of April, 2026, before me, a Notary Public in and for said State, Appeared Bryon E & Barbara E Peterson, 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

Notary Public, State of North Dakota

On this 21 Day of April, 2026, before me, a Notary Public in and for said State, Appeared Jerry Nutter, well known to be the person described in the foregoing description and acknowledged to me that he executed the same on his own free act and deed.

My commission expires

Kelly Pennington
Notary Public
State of Washington
My Appointment Expires 5/16/2028
Commission Number 24021726

Notary Public, State of ~~North Dakota~~ Washington

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.

Thomas R. Leshovsky P.L.S. #6134

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 20th Day of April, 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

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

- ● - Denotes Property Corner Set
  18" - #5 Rebar w/ PLS Cap #6134
- ○ - Denotes Property Corner Found

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 U.S. Survey Feet. NGS OPUS Solution was used to establish coordinates.

Curve Table					
Curve #	Length	Radius	Delta Angle	Chord Direction	Chord Length
C1	28.17 FT	189.24 FT	8°31'46"	N 18°13'25" W	28.15 FT
C2	124.43 FT	255.25 FT	27°55'52"	N 27°55'29" W	123.20 FT
C3	72.25 FT	255.25 FT	16°13'01"	S 22°04'04" E	72.01 FT
C4	52.19 FT	255.25 FT	11°42'51"	N 36°02'00" W	52.10 FT

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

TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: May 18, 2026

SUBJECT: **CASE #2026-36 - LOT 1, BLOCK 7, NAPA VALLEY 22ND 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

The applicant is requesting to combine two lots into one lot.

B. Proposed Project

Lots 1 & 2, Block 7 of Napa Valley Adition to the City of Minot

C. Recommendation Detail

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

IV. IMPACT

A. Service/Delivery Impact:

Combining two lots into one lot.

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

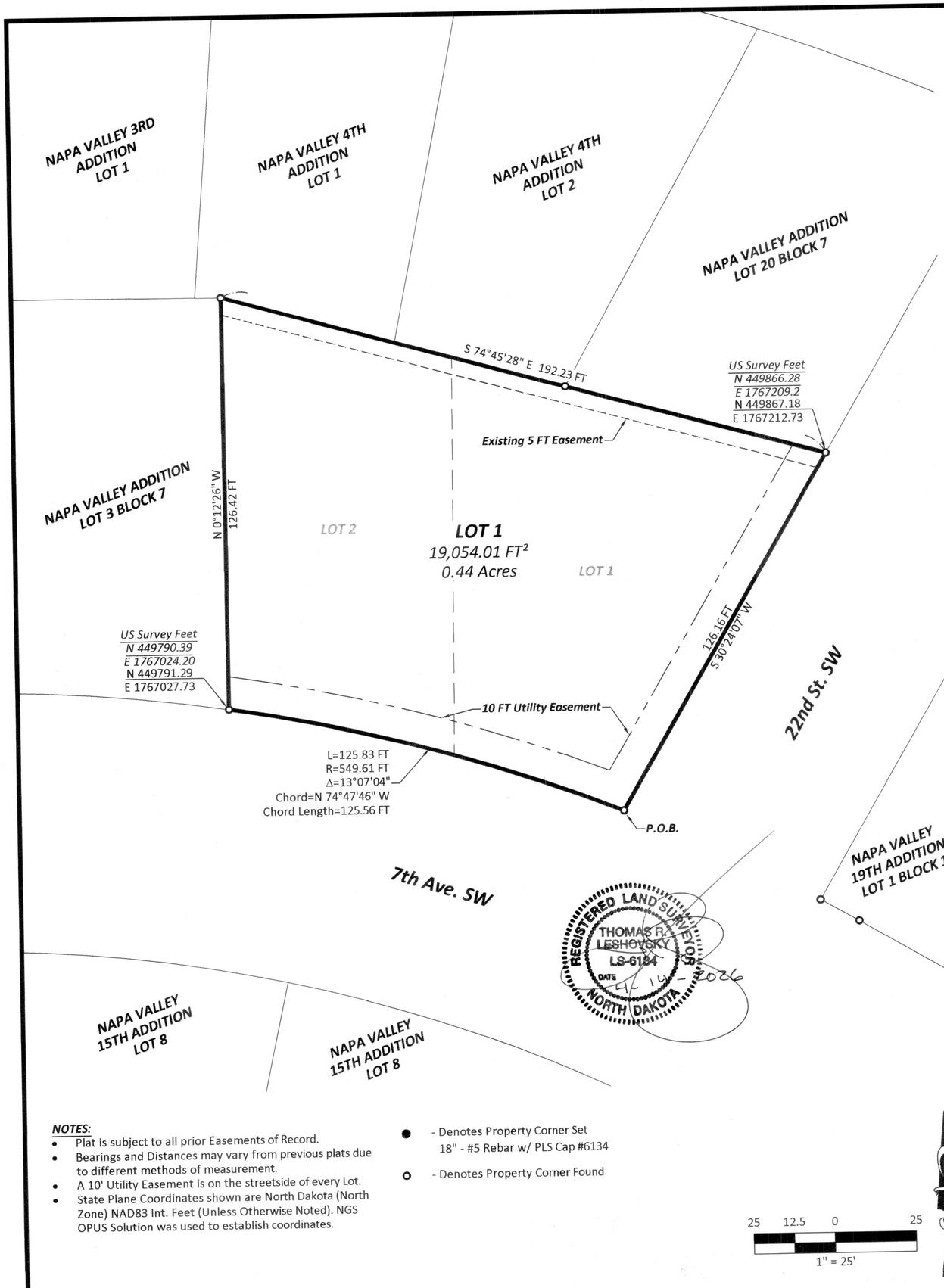
N/A

VI. ALTERNATIVES

City Council may deny or approve with conditions.

NAPA VALLEY 22ND ADDITION

BEING LOTS 1 AND 2, BLOCK 7, OF NAPA VALLEY ADDITION, TO THE CITY OF MINOT, NORTH DAKOTA



DESCRIPTION:

Know all men by these presents that Lorne Silvis a/k/a Lorne C. Silvis, Jr and Sarah Silvis a/k/a Sarah A. Silvis, being Owners and Proprietors, of Lots 1 and 2, Block7 of Napa Valley Addition, to the City of Minot, Ward County, North Dakota, being more particularly described as follows:

Beginning at the Southeast Property Corner, of Lot 1, Block 7 of Napa Valley Addition, a Plat being on file at the Ward County Recorder's Office; Thence along the South Line, of Lots 1 and 2, Block 7, of said Napa Valley Addition, along a Curve to the Left, said Curve having Length of 125.83 FT, a Radius of 549.61 FT, and a Delta Angle of 13°07'04", to the Southwest Corner, of said Lot 2; Thence N 0°12'26" W, on the West Line, of said Lot 2, a distance of 126.42 FT, to the Northwest Corner, of said Lot 2; Thence S 74°45'28" E, along the North Line, of said Lots 1 and 2, a distance of 192.23 FT, to the Northeast Corner, of said Lot 1; Thence S 30°24'07" W, on the East Line, of said Lot 1, a distance of 126.16 FT, to the Point of Beginning.

Said described tract, of land contains 0.44 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Napa Valley 22nd Addition, to the City of Minot, North Dakota and hereby dedicate and donate road rights, of ways and easements as shown to the public for public use forever, in witness whereof, the owners hereunto affixed their signatures.

Lorne Silvis a/k/a Lorne C. Silvis, Jr

Sarah Silvis a/k/a Sarah A. Silvis

On this 22nd Day of April, 2026, before me, a Notary Public in and for said State, Appeared Lorne Silvis a/k/a Lorne C. Silvis, Jr. and Sarah Silvis a/k/a Sarah A. Silvis, 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

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.

Thomas R. Leshovsky P.L.S. #6134

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 14th Day of April, 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

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

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 Corner Set
18" - #5 Rebar w/ PLS Cap #6134

○ - Denotes Property Corner Found

25 12.5 0 25
1" = 25'

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

TO: Mayor and Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: May 18, 2026

SUBJECT: **2028 BEL AIR & LONGFELLOW SAFE ROUTES TO SCHOOL (SRTS) REJECTION OF GRANT (4985)**

I. RECOMMENDED ACTION

It is recommended City Council reject the Transportation Alternatives Grant from the NDDOT for the 2028 Bel Air and Longfellow SRTS project.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Jesse Hoffart, Project Manager, 701-857-4117

III. DESCRIPTION

A. Background

In November 2025, the City applied for the 2028 Transportation Alternatives Grant from the North Dakota Department of Transportation (NDDOT). The application was accepted and the NDDOT selected the project included in the application (2028 Bel Air and Longfellow Safe Routes to School) for funding in April 2026.

B. Proposed Project

The proposed project will update existing intersection corners in the area surrounding Bel Air and Longfellow elementary schools with sidewalk ramps compliant with Federal Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements. This project would also provide improvements for routes to Oak Park, to the southeast of these schools. A map of the proposed sidewalk ramp locations is attached to this agenda item.

C. Recommendation Detail

Acceptance of the grant would mean sidewalk improvements for elementary school students, as well as the general public, at a fraction of the cost to the City. The grant awards 80.93% of the construction costs, leaving the remaining 19.07% to be paid for by the City of Minot. NDDOT must receive notification of acceptance or rejection of the grant by May 22, 2026. After discussion with the Finance Department, it was determined that the City of Minot's share of the cost

cannot be paid using 2028 Sales Tax Infrastructure; there are not enough funds available.

IV. IMPACT

A. Service/Delivery Impact:

The proposed 2028 SRTS project will improve the ability for non-drivers and individuals with disabilities to travel in the area, as the proposed project will update numerous road intersections with compliant sidewalk ramps.

C. Fiscal Impact

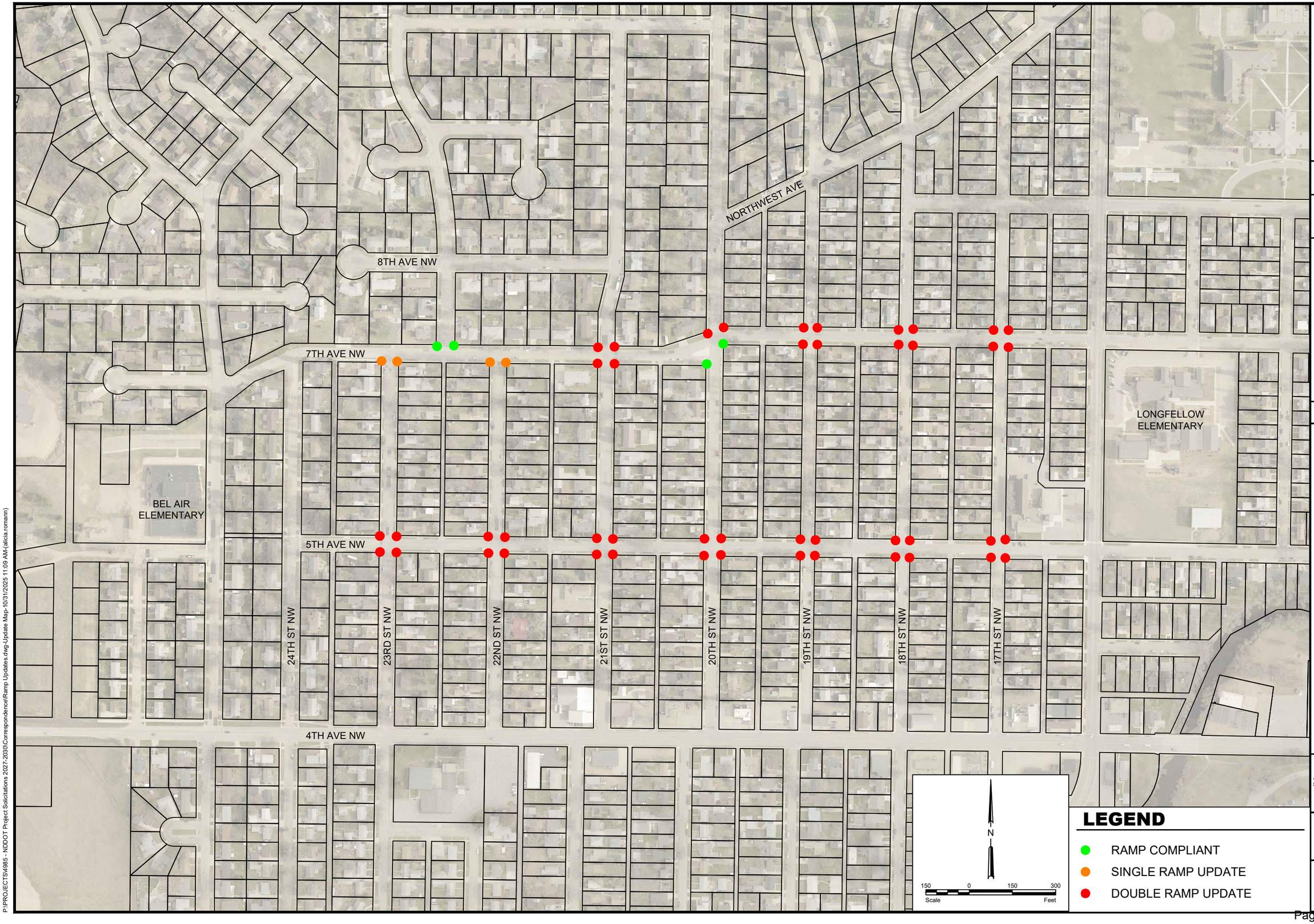
The NDDOT Transportation Alternative Program requires matching funds from the awarded local government. Federal funds are to be applied to construction costs at an 80.93% federal and 19.07% local cost share. 2028 Sales Tax Infrastructure Funds will be used by the City to fund this project. The engineer's estimated cost for construction for the proposed 2028 SRTS project is $849,928.20. Actual costs will be known after the project is bid.

The City's share of the estimated cost of construction exceeds the available funds in 2028 Sales Tax Infrastructure.

Project Costs (Estimated)		
Construction Cost	$	849,928.20
Federal Funds (80.93%)	$	687,846.89
City of Minot (19.07%)	$	162,081.31
Inelegible Project Costs (Estimated)		
Construction Engineering	$	200,000.00
Temporary Construction Easements	$	15,000.00
Temporary Construction Easement Acquisition	$	75,000.00
Independent Agency Testing	$	25,000.00
Total Estimated City Cost	**$**	**477,081.31**

VI. ALTERNATIVES

Council could choose to accept the grant. This would allow the project to move forward; however, a different funding source would need to be identified.



LEGEND

- RAMP COMPLIANT
- SINGLE RAMP UPDATE
- DOUBLE RAMP UPDATE

City of Minot

No.	Revision	Date	By
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

2028 SRTS

BEL AIR & LONGFELLOW SRTS PROJECT LOCATION MAP

Surveyed by	Drawn by	Designed by	Date	Project No.
JH	AR	JH	10/31/2025	4985

SHEET 1 OF 1

P:\PROJECTS\4985 - NDDOT Project Solicitations 2027-2030\Correspondence\Ramp Updates.dwg-Update Map-10/31/2025 11:09 AM-(alicia.romann)

TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: May 18, 2026

SUBJECT: CASE #2026-38 - ELMWOOD 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

Brian Billingsley, Community Development Director, 701-857-4122
Doug Diedrichsen, Principal Planner, 701-857-4122

III. DESCRIPTION

A. Background

City initiated purchase for flood control improvements.

B. Proposed Project

16th St SE & East Burdick Expressway

C. Recommendation Detail

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

IV. IMPACT

A. Service/Delivery Impact:

Flood Control Improvements

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

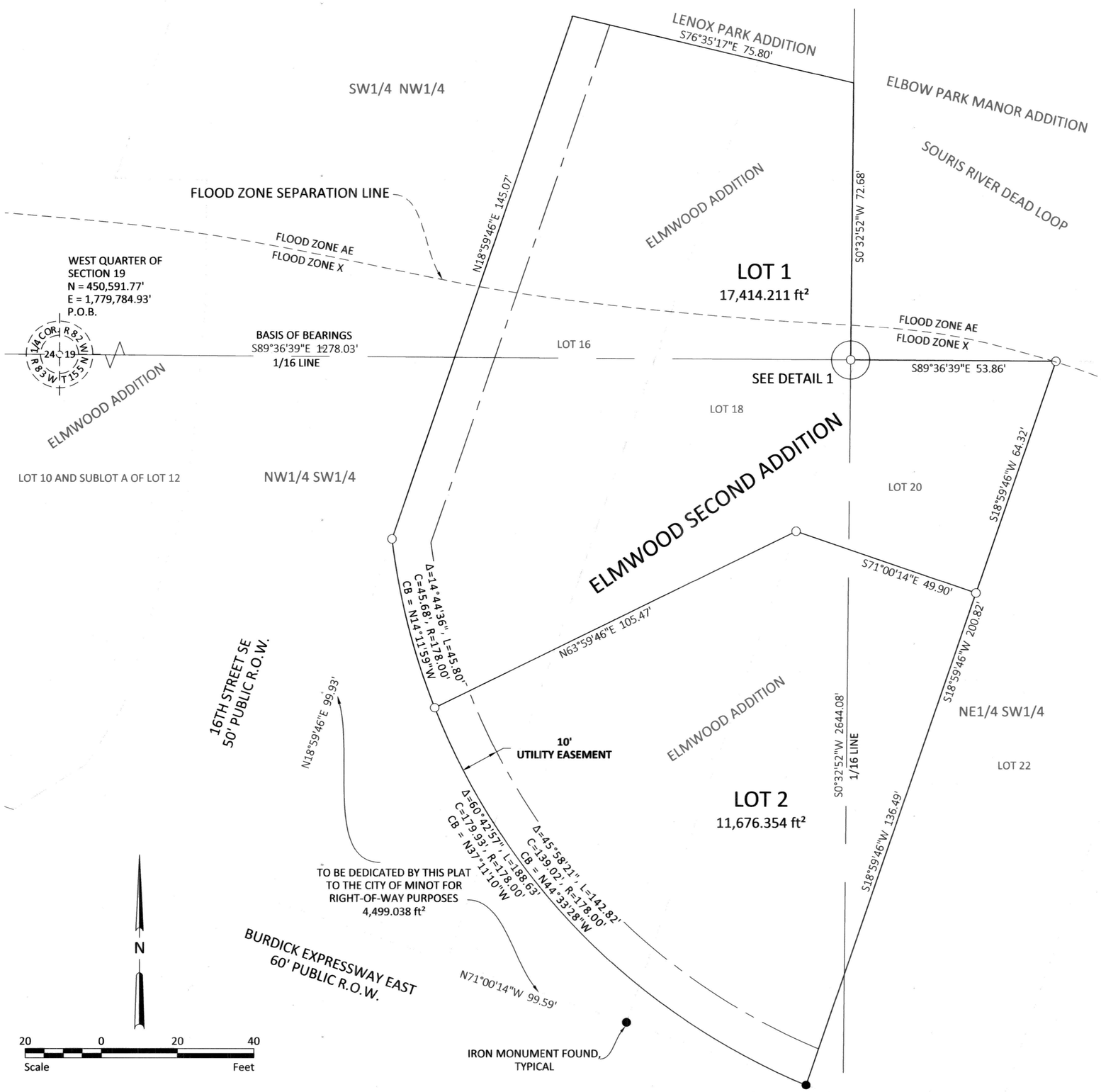
N/A

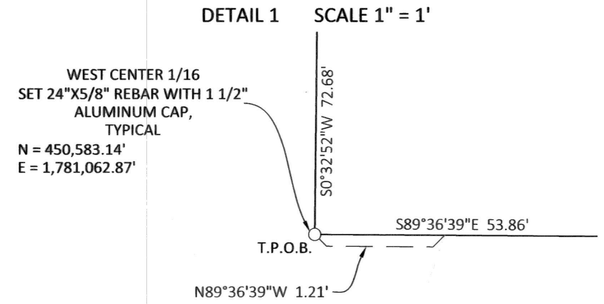
VI. ALTERNATIVES

City Council may deny or approve with conditions.

ELMWOOD SECOND ADDITION

BEING A REPLAT OF LOTS 16, 18 AND 20 OF ELMWOOD ADDITION TO THE CITY OF MINOT. LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 155 NORTH , RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA.





Notes:

Coordinates, Distances, and Areas shown are related to the North Dakota State Plane Coordinate System, North Zone, US Feet, Grid (NAD83 2011).
To convert any of these values to ground values, multiply by s/f 1.0001470216.

Flood Zone Information:

FIRM Panel 38101C0782 D, Effective Date: January 19, 2000

AE = Base flood elevations determined. Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1 - A30, AH, AO, A99, V, VE and V1 - V30.

X = Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.

REGISTERED PROFESSIONAL LAND SURVEYOR
JAMES P. HENNESSY
LS-8961
DATE 3/26/26
NORTH DAKOTA

No.	Revision	Date	By

HOUSTON engineering, inc.

Drawn by	Date
JPH	3/12/2026
Checked by	Scale
DB	1" = 20'

ELMWOOD SECOND ADDITION
ANDREW GONSOROWSKI
1607 AND 1609 BURDICK EXPRESSWAY EAST

PROJECT NO. 8313-0034

SHEET 1 OF 2

H:\VBN\8300\8313\8313_0034\Survey\CAD\Plat Lots 16 18 and 20 Elmwood Addn\Elmwood Second Addition.dwg 8313-0034 Plat Sheet 1-4/21/2026 3:29 PM-(jhennessy)

ELMWOOD SECOND ADDITION

BEING A REPLAT OF LOTS 16, 18 AND 20 OF ELMWOOD ADDITION TO THE CITY OF MINOT. LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 155 NORTH , RANGE 82 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 Andrew Gonsorowski is the owner and proprietor of Lots 16, 18 and 20, Elmwood Addition Addition to the City of Minot, Ward County, North Dakota, more particularly described as follows:

Beginning (P.O.B.) at the West Quarter Corner of Section 19, Township 155 North, Range 82 West of the Fifth Principal Meridian; Thence S89°36'39"E along the North line of the Northwest Quarter of the Southwest Quarter of said Section 19, a distance of 1,278.03 feet to the West Central One-Sixteenth corner of said Section 19, also being the **True Point of Beginning** (T.P.O.B.);

Thence S89°36'39"E along the North line of the Northeast Quarter of the Southwest Quarter of said Section 19, a distance of 53.86 feet; Thence departing said North line S18°59'46"W a distance of 200.82 feet; Thence along a curve to the right, a distance of 188.63 feet, said curve has a central angle of 60°42'57", a radius of 178.00 feet, and a chord which bears N37°11'10"W a distance of 179.93 feet; Thence N18°59'46"E a distance of 145.07 feet; Thence S76°35'17"E a distance of 75.80 feet to the North/South One-Sixteenth line of the Southwest Quarter of the Northwest Quarter of Said Section 19; Thence S00°32'52"W along said One-Sixteenth line, a distance of 72.68 feet, also being the **True Point of Beginning**.

Located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter, and the Southwest Quarter of the Northwest Quarter of Section 19, Township 155 North Range 82 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 the Southwest Quarter of Section 19 being S89°36'39"E, a distance of 1,278.03 feet, between the West Quarter Corner and the West-Central One-Sixteenth Corner of Said Section 19.

Said tract of land contains 29,090.565 ft.² or 0.668 ac., more or less.
Lot 1 = 17,414.211 ft² or 0.400 ac., more or less
Lot 2 = 11,676.354 ft² or 0.268 ac., more or less

Dedicated Area = 4,499.038 ft² or 0.103 ac., more or less

And that said party has caused the same to be surveyed and replatted as Elmwood Second Addition to the City of Minot, Ward County, North Dakota.

In witness whereof I have set my hand and seal.

Owner:
Andrew Gonsorowski

Andrew Gonsorowski, Owner

State of North Carolina)
) s.s.
County of Forsyth)

On this 11th day of April, 2026, before me, a notary public within and for said county and state, personally appeared Andrew Gonsorowski, Owner, to me known to be the person(s) described herein an who executed the foregoing instrument and acknowledged to me that they executed same as their free act and deed.

Notary public: Kiara Warren

KIARA WARREN NOTARY PUBLIC FORSYTH COUNTY, N.C. My Commission Expires 07-07-2030

Surveyor's Certificate:

I, James P. Hennessy, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this 26th day of March, 2026 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
James P. Hennessy, Professional Land Surveyor
North Dakota PLS No. 8961

REGISTERED PROFESSIONAL LAND SURVEYOR — JAMES P. HENNESSY — LS-8961 — DATE 3/26/26 — NORTH DAKOTA

State of North Dakota)
) s.s.
County of Ward)

On this 26th day of March, 2026, 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: Tessa Grabow

TESSA GRABOW
Notary Public
State of North Dakota
My commission expires May 20, 2026

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

No.	Revision	Date	By

HOUSTON engineering, inc.

Drawn by	Date
JPH	3/12/2026
Checked by	Scale
DB	1" = 20'

ELMWOOD SECOND ADDITION
ANDREW GONSOROWSKI
1607 AND 1609 BURDICK EXPRESSWAY EAST

PROJECT NO. 8313-0034

SHEET 2 OF 2

H:\JBN\8300\8313\8313_0034\Survey\CAD\Plat Lots 16 18 and 20 Elmwood Addn\Elmwood Second Addition.dwg-8313-0034 Plat Sheet 2-3/25/2026 3:48 PM-(jhennessy)

TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: May 18, 2026

SUBJECT: ADOPT THE 2027-2031 CAPITAL IMPROVEMENT PLAN (4979)

I. RECOMMENDED ACTION

It is recommended City Council adopt the 2027-2031 Capital Improvement Plan.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Emily Huettl, Asst. City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

The draft Capital Improvement Plan (CIP) has received staff, council, and now public review and input.

B. Proposed Project

At the May 4, 2026 council meeting, a public hearing was held on the proposed CIP. Members of the community were able to share their input with the council. Council closed the public hearing and made no changes to the draft CIP.

C. Recommendation Detail

The process to solicit input from stakeholders is now complete and the plan is ready to adopt. Projects will be considered as budget allows.

IV. IMPACT

A. Service/Delivery Impact:

City staff will begin programming projects adopted by council as funding allows.

B. Fiscal Impact

Projects proposed for the 2027 budget will be considered through the budget process with the city council.

Project Costs

N/A

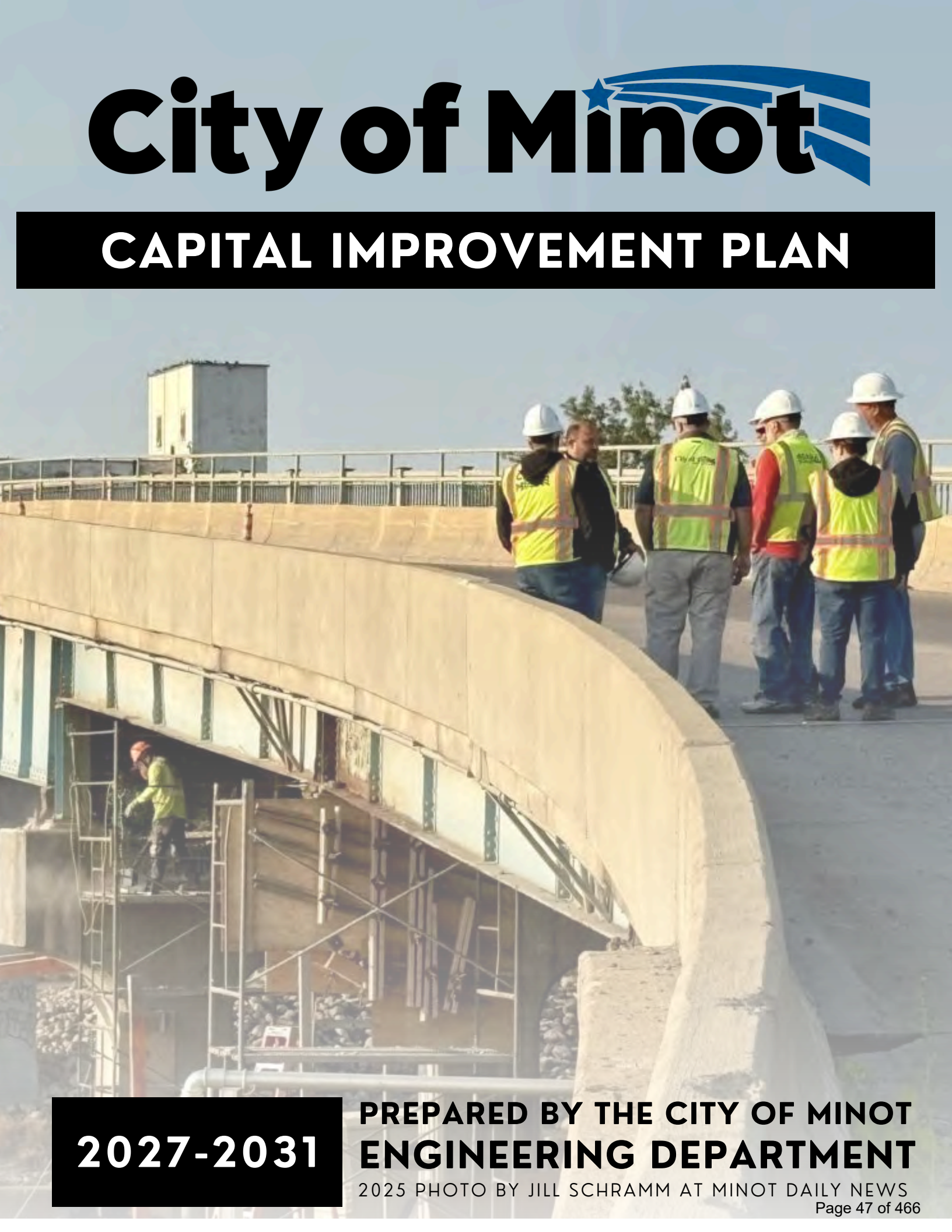
Project Funding
N/A

VI. ALTERNATIVES

Alternative 1: Council can direct staff to make any final changes to the document and approve.

City of Minot

CAPITAL IMPROVEMENT PLAN



2027-2031

PREPARED BY THE CITY OF MINOT
ENGINEERING DEPARTMENT

2025 PHOTO BY JILL SCHRAMM AT MINOT DAILY NEWS

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Appendix I – Water Worksheets

Preface

A capital improvement plan is one of the most valuable documents a City can produce. It provides decision makers the data and information needed to make informed decisions regarding capital projects over the next five years.

The document will also assist the public, engineers and architects, developers, and others within the community to understand the City's direction for infrastructure planning and development.

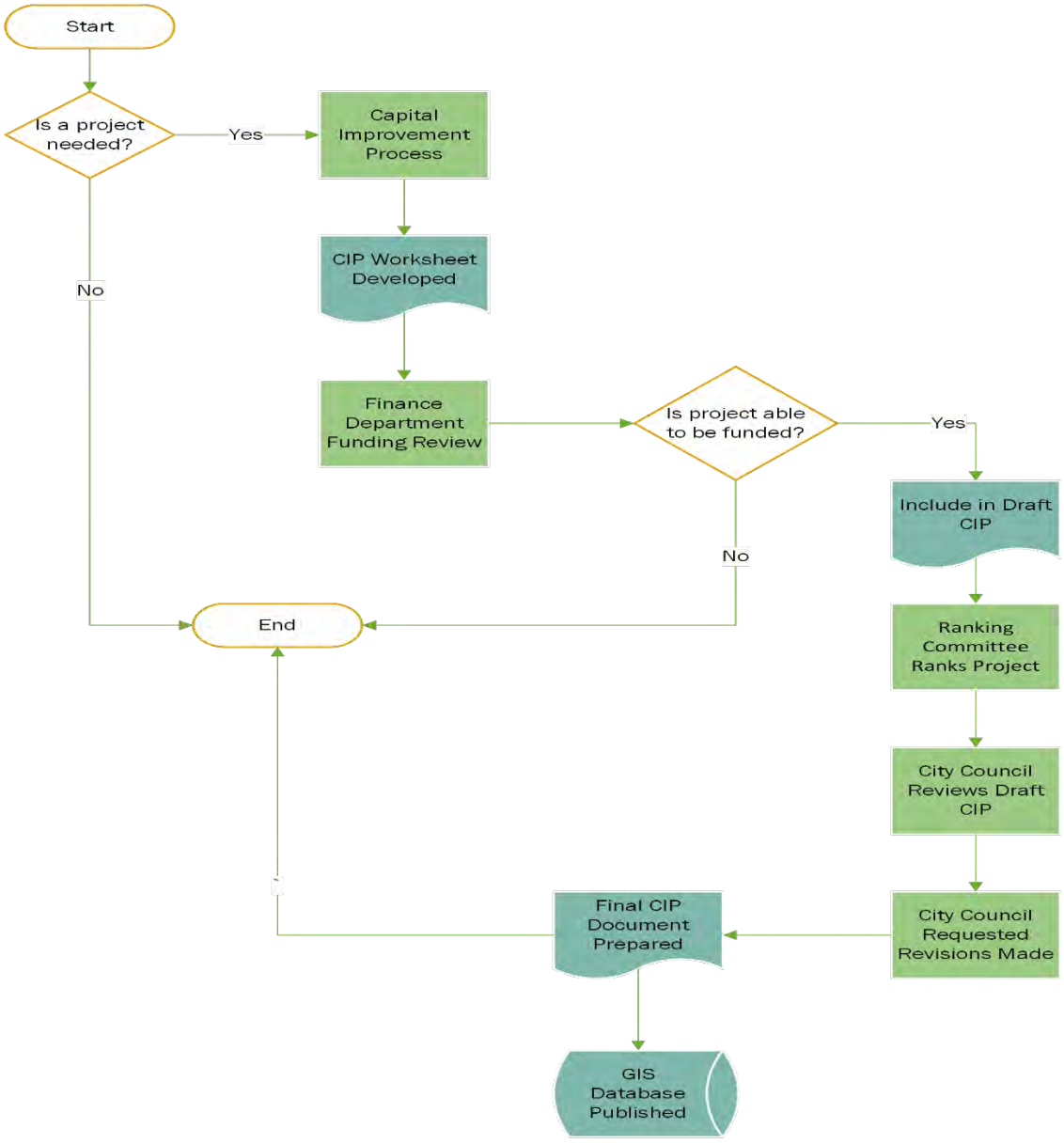
The highest skilled professionals in each department review projects to be brought forth by their department. Each project is ranked by a committee made of various departments to place projects into tiers. The highest ranked projects are then recommended to management and council for funding priority.

Capital Improvement Plan Process

Each year, departments prepare plans and estimates for capital projects over a five-year horizon. As time progresses within the five-year window, estimates are refined as more data is known. Federal and State funding plays a significant role in the development of projects as most projects receive significant funding from those agencies.

Below is a process diagram showing the typical capital improvement plan (CIP) process:

Figure 1 CIP Process



If a CIP project is determined to be needed, the department submitting the project will begin by scoping the project. The department will use any reports or studies on file (if available), will gather any other data within the department's ability, and then use the data to develop a preliminary scope for the project.

Next, using best available data, a cost estimate is developed for the project. Best estimates are determined for engineering, construction, personnel, equipment, and long-term operation and maintenance.

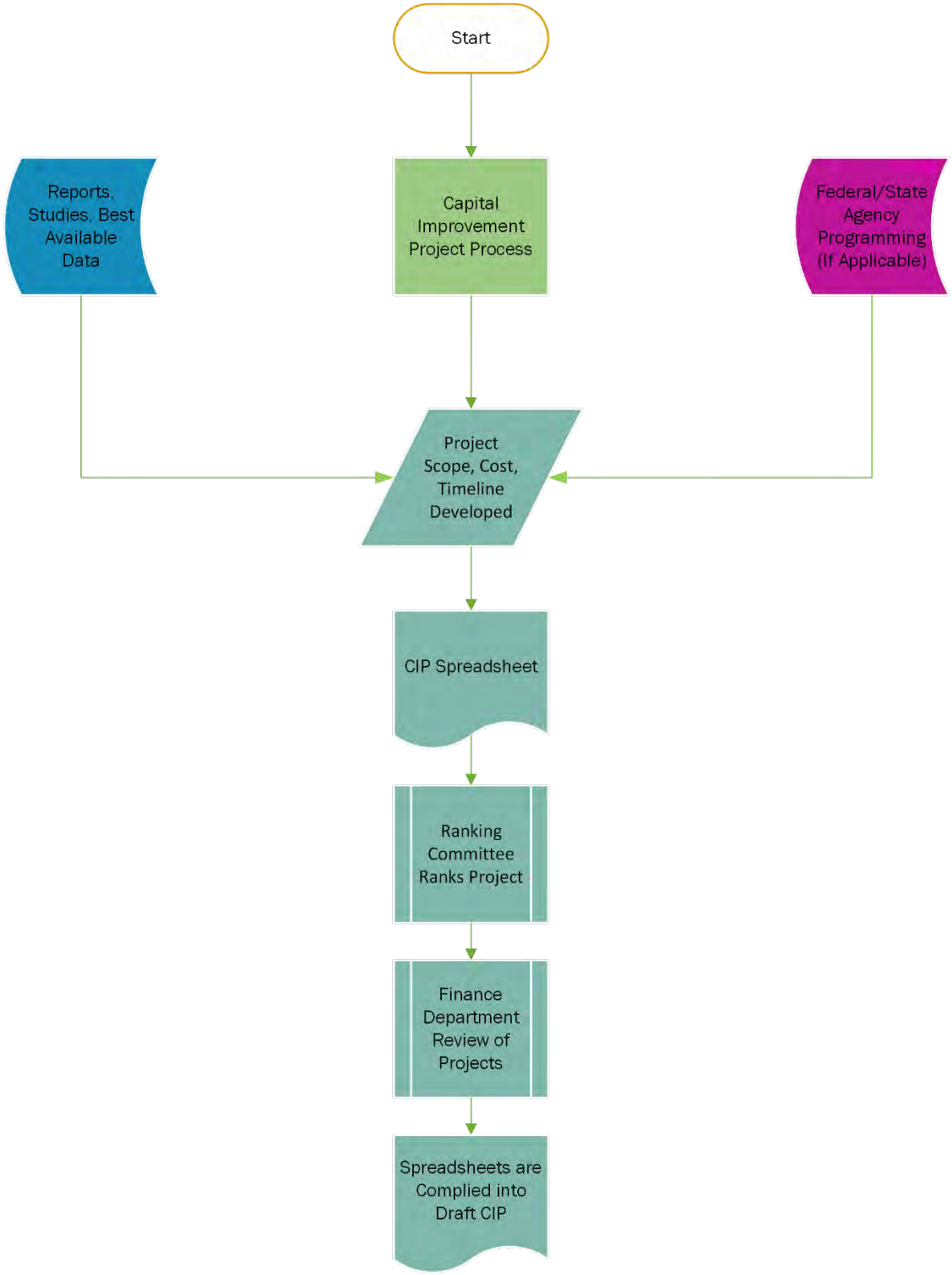
Because federal or state funding can play a significant role in determining project timing and cost shares, programming with these agencies starts early in the overall process. Approval of federal or state participation is generally sent to the City council for approval before a project is placed into the CIP. In instances where federal or state funding is anticipated, but not programmed, departments may place projects into the CIP with anticipated agency funding. In future years, the project will move forward or backward when the funds are finally programmed.

Once the scope, estimated cost, and project timeframes are developed, the information is compiled into the City's CIP project spreadsheet. The spreadsheet is used to assemble the data for the project into one document that shows the above information in addition to a project map, ranking, and a list of questions that helps to describe the project.

Once the spreadsheets are completed, the finance department reviews the projects and the funding categories. Initial project requests may have funding accounts changed based on available resources. The project may also shift forward or backward in time based on other agency funding or local City funding availability.

The detailed spreadsheet process is shown below:

Figure 2 CIP Spreadsheet Process



Project Ranking Criteria Policy

1. Purpose

The purpose of this policy is to establish a consistent, transparent, and objective framework for evaluating, ranking, and prioritizing proposed capital improvement projects across all city departments. The process ensures that limited capital resources are allocated to projects providing the greatest benefit to the community in terms of safety, service, sustainability, and fiscal responsibility.

2. Policy Statement

All proposed capital projects shall be evaluated using the City's standardized CIP Project Ranking Criteria prior to inclusion in the Capital Improvement Plan. Project evaluations will be based on data, strategic alignment, and public value. The ranking process is designed to improve decision-making, ensure equitable distribution of resources, align projects with adopted city plans, and promote transparency in capital budgeting.

3. Definitions

- Capital Improvement Project: Any major expenditure of public funds for the acquisition, construction, replacement, or rehabilitation of infrastructure and facilities, with a useful life of at least five years and a cost exceeding the city's capital threshold.
- CIP Committee: A cross-departmental team responsible for reviewing, scoring, and recommending project priorities for inclusion in the annual and multi-year Capital Improvement Plan.
- Weighted Score: The numerical value derived from applying standardized category weights and scores to each proposed project.

4. Evaluation Categories and Criteria

Category	Weight	Evaluation Criteria	Description
Health, Safety, and Regulatory Compliance	25%	Public safety and risk mitigation; compliance with mandates; environmental protection.	Projects that address critical safety needs, regulatory compliance, or environmental risks receive the highest priority.
Asset Condition and Maintenance Needs	25%	Asset condition, deferred maintenance, lifecycle cost reduction.	Prioritizes replacement or rehabilitation of failing or high-maintenance assets.

Funding and Implementation Feasibility	20%	External funding availability, readiness, cost reasonableness.	Evaluates feasibility and funding leverage opportunities.
Strategic and Policy Alignment	15%	Consistency with city plans, sustainability and resilience, council priorities.	Ensures projects reflect long-term city objectives and policy direction.
Community and Economic Impact	10%	Quality of life, economic growth, equity and accessibility.	Measures how a project improves livability, supports economic activity, and serves underserved areas.
Public and Stakeholder Support	5%	Public support, interdepartmental coordination.	Considers demonstrated support and coordination necessary for success.

5. Scoring and Ranking Process

1. Departmental Submittal: Each department submits proposed projects with documentation and justification in the project worksheet.
2. Preliminary Scoring: The CIP Committee scores each project on a 0–10 scale per category.
3. Weighted Score Calculation: Total Weighted Score = Σ(Category Weight × Score).
   Ranking and Tiering: Tier 1 ≥80, Tier 2 60–79, Tier 3 <60.
4. Review and Adjustment: The City Manager with consultation from the Finance Director may adjust rankings based on constraints or emergencies.
5. Council Review: Final rankings presented annually to the City Council during CIP budget adoption.

6. Supporting Tools and Documentation

Departments shall use data and analytical tools to inform scoring, including but not limited to:

- Asset management systems and condition assessments
- Risk and consequence-of-failure evaluations
- Benefit-cost or lifecycle cost analyses
- GIS-based mapping for equity and hazards
- Public input and survey results

7. Roles and Responsibilities

The stakeholders below have the following responsibilities:

- Departments: Prepare and document project proposals.
- CIP Committee: Score projects, ensure consistency, and recommend priorities.
- Finance Department: Maintain scoring framework and integrate results into budget.
- City Council: Review and adopt final CIP priorities.

8. Annual Review and Updates

This policy and scoring framework shall be reviewed annually by the CIP Committee. Updates to category weights, criteria, or process steps require City Council approval.

Department Summaries

As each department submits projects into the CIP, the projects are scheduled into the five-year program after costs and funding categories are determined. Below are the summary tables for each department. There are four tables for each department. The first table includes a list of projects with the priority, score, start/finish years, and total five-year cost. The second table displays the projects and costs by year. The third table displays the funding source breakdown for the department's five-year program. The final table shows the funding sources by year.

Airport

The airport is planning several major projects over the next five-years. These include rehabilitating Runway 8-26/Taxiway B pavements and Taxiway A, B, D and F reconstructions.

Table 1 Airport Project List

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
Runway 8/26 Rehabilitation - East	1	96	2027	2027	$ 4,805,000
SRE Replacement - Small Loader w/ Blower	1	94	2027	2027	500,000
Access Rds and Vehicle Gates	1	83.5	2027	2027	1,680,000
Acquire Airport Operations Vehicle	1	81	2027	2027	40,000
Crack Seal & Painting - Airside	1	94	2027	2031	375,000
Crack Seal & Painting - Landside	1	84.5	2027	2031	225,000
Taxiway B North Reconstruction	1	95.5	2028	2028	5,005,000
Master Plan/ALP Update	1	85.5	2028	2028	800,000
Taxiway A Rehabilitation	1	91.5	2029	2029	600,000
Taxiway D Reconstruction & Widening	1	88.5	2029	2029	6,205,000
Taxiway F Reconstruction	1	92.5	2030	2030	200,000
General Aviation Mid Ramp Rehabilitation	1	92	2031	2031	2,000,000
South Building Area Taxilane Reconstruction	1	92	2031	2031	2,500,000
Acquire Tractor	2	75	2027	2027	153,300
Acquire Tool Cat Utility Vehicle	2	73	2027	2027	70,000
Acquire Airfield Paint Machine	2	68.5	2027	2027	200,000
Mower Attachment	2	60	2027	2027	75,000
Wildlife Hazard Management Plan (WHMP) Update	2	73	2028	2028	100,000
Hangar Demolition/Relocation - Environmental Review	2	77.5	2030	2030	100,000
Southside Utilities	3	54	2027	2027	929,800
Department Total					$ 26,563,100

Table 2 Airport Project List by Year

Project Costs by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Runway 8/26 Rehabilitation - East	$ 4,805,000	$ -	$ -	$ -	$ -
SRE Replacement - Small Loader w/ Blower	500,000	-	-	-	-
Access Rds and Vehicle Gates	-	1,680,000	-	-	-
Acquire Airport Operations Vehicle	40,000	-	-	-	-
Crack Seal & Painting - Airside	75,000	75,000	75,000	75,000	75,000
Crack Seal & Painting - Landside	45,000	45,000	45,000	45,000	45,000
Taxiway B North Reconstruction	-	5,005,000	-	-	-
Master Plan/ALP Update	-	800,000	-	-	-
Taxiway A Rehabilitation	-	-	600,000	-	-
Taxiway D Reconstruction & Widening	-	-	6,205,000	-	-
Taxiway F Reconstruction	-	-	-	200,000	-
General Aviation Mid Ramp Rehabilitation	-	-	-	-	2,000,000
South Building Area Taxilane Reconstruction	-	-	-	-	2,500,000
Acquire Tractor	153,300	-	-	-	-
Acquire Tool Cat Utility Vehicle	70,000	-	-	-	-
Acquire Airfield Paint Machine	200,000	-	-	-	-
Mower Attachment	75,000	-	-	-	-
Wildlife Hazard Management Plan (WHMP) Update	-	100,000	-	-	-
Hangar Demolition/Relocation - Environmental Review	-	-	-	100,000	-
Southside Utilities	929,800	-	-	-	-
Department Total	$ 6,893,100	$ 7,705,000	$ 6,925,000	$ 420,000	$ 4,620,000

Table 3 Airport Project Funding Sources

Funding Sources:	
Federal Funds	$ 19,509,000
State Funds	4,565,970
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (Airport Reserves)	2,488,130
Department Total	$ 26,563,100

Table 4 Airport Project Funding Sources by Year

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ 4,774,500	$ 5,314,500	$ 5,190,000	$ 180,000	$ 4,050,000
State Funds	1,306,220	1,897,250	897,500	150,000	315,000
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (Airport Reserves)	812,380	493,250	837,500	90,000	255,000
Department Total	$ 6,893,100	$ 7,705,000	$ 6,925,000	$ 420,000	$ 4,620,000

Figure 3 Airport Funding Sources

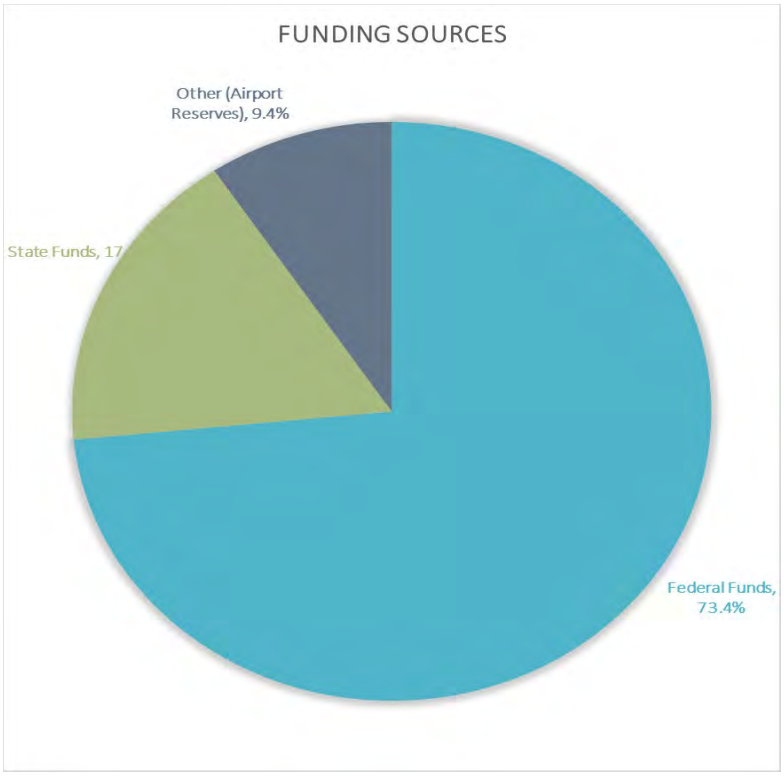
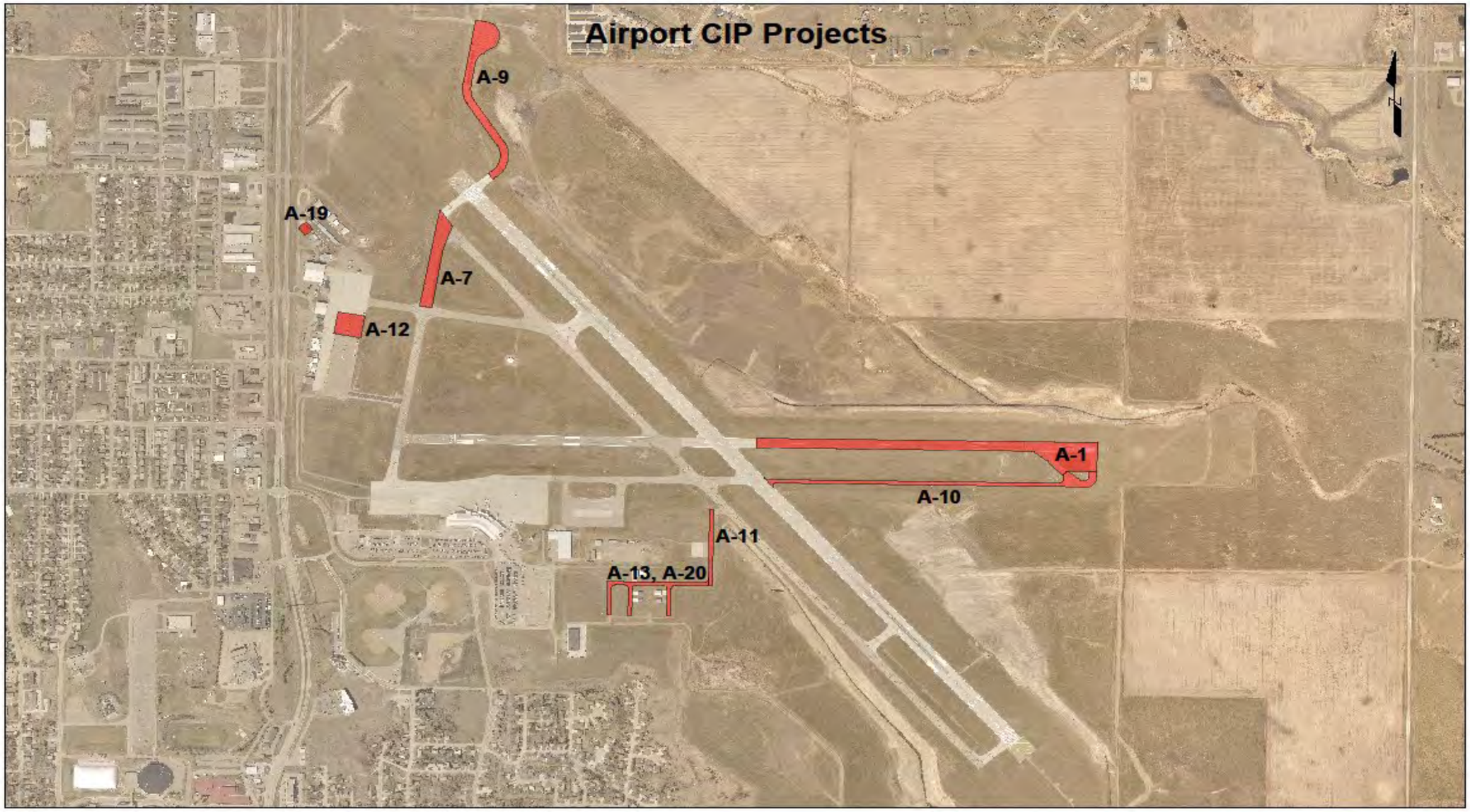


Figure 4 Airport CIP Project Map



Engineering

The engineering department has several major projects scheduled over the next five-years.

A few remaining traffic signals are scheduled for replacement. Several more will receive equipment upgrades over the next five years. Staff is also recommending that bridge rehabilitation projects be rotated in with the traffic signal projects every other year. This will start in 2028.

Several safety projects are programmed including Edison Safe Routes to School project, a highway safety improvement project that will be focused on traffic speed reductions in 2028.

Several major street reconstructions are planned in the next five years including 16th Street SW Reconstruction and 16th St Interchange, 3rd Street SE, South Broadway, and 11th Avenue SW (included in the Storm Sewer Capital Program).

In 2027, the 16th St Interchange will have a bridge deck overlay and major rehabilitation of all pavement. In addition, the traffic signals will also be replaced.

Also in 2027, 3rd St NE from 2nd Avenue SE north downtown is scheduled for a reconstruction. This will also include one block of Central Avenue east of 3rd St.

In 2028 Phase 2 of the 16th Street Reconstruction will take place from Burdick Expressway to 2nd Avenue SW.

Also in 2029, Phase 2 of 3rd Street Reconstruction will take place from 2nd Avenue SE to 5th Avenue SE pending NDDOT award and council action.

Last in 2030, the city is anticipating the reconstruction of South Broadway from the south city limits to 19th Avenue SW. This project will likely be broken up into multiple phases over multiple years, but since the project has not been programmed by the NDDOT the city is assuming all the work in 2030. Also listed in 2030 is the Anne St Bridge replacement. Council has requested this project stay in the CIP, but be funded with 100% federal funds. Staff have not found a grant that will fulfill that request.

Table 5 Engineering Project List

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
3rd Street Bridge Repairs	1	87	2027	2027	$ 2,307,000
16th St SW Interchange Rehabilitation	1	96	2027	2028	7,465,359
3rd St E and Central Ave Reconstruction	1	86.5	2027	2029	22,360,700
Traffic Signal Replacements	1	81	2027	2031	2,143,100
City Bridge Rehabilitation	1	90.5	2027	2031	2,655,000
Broadway ADA Ramp Improvements	1	82.5	2028	2028	880,000
16th St SW Reconstruction Phase 2	1	84	2028	2028	10,876,400
2027 Edison Safe Routes to School	2	69	2027	2027	1,322,900
Street Light LED Conversion	2	66.5	2027	2031	625,000
Street Light Feed Point Replacement	2	76	2027	2031	325,000
3rd St Bridge Replacement	2	79	2027	2031	55,680,000
16th Avenue SE Sidewalk	2	67.5	2028	2028	360,000
North Broadway Airport Street Lighting	2	71.5	2028	2029	350,000
Minot Elementary School Lighting HSIP	2	71.5	2028	2029	1,597,000
11th Avenue SE Sidewalk	2	69.5	2029	2029	1,040,000
South Broadway Reconstruction	2	74.5	2030	2030	45,473,026
27th St NE Grade Separation	3	53	2027	2027	2,600,000
Eastwood Park Bridge Rehabilitation	3	55	2027	2029	760,000
2028 Highway Safety Improvement	3	54	2028	2028	83,600
Hiawatha Slope Stability	3	46.5	2028	2029	2,559,000
City Hall Site Improvements	3	53	2028	2029	1,118,000
2nd Avenue and Main Street Pocket Park	3	29	2029	2030	639,000
17th and 18th Ave SE Extensions	3	47.5	2030	2031	1,010,000
Department Total					$ 164,230,085

Table 6 Engineering Project List by Year

Project Costs by Year:	2027	2028	2029	2030	2031
3rd Street Bridge Repairs	$ 2,307,000	$ -	$ -	$ -	$ -
16th St SW Interchange Rehabilitation	7,125,359	340,000	-	-	-
3rd St E and Central Ave Reconstruction	12,000,000	600,000	9,760,700	-	-
Traffic Signal Replacements	666,000	-	698,000	-	779,100
City Bridge Rehabilitation	175,000	950,000	200,000	1,120,000	210,000
Broadway ADA Ramp Improvements	-	880,000	-	-	-
16th St SW Reconstruction Phase 2	-	10,876,400	-	-	-
2027 Edison Safe Routes to School	1,322,900	-	-	-	-
Street Light LED Conversion	125,000	125,000	125,000	125,000	125,000
Street Light Feed Point Replacement	55,000	60,000	65,000	70,000	75,000
3rd St Bridge Replacement	300,000	50,000	30,000	4,000,000	51,300,000
16th Avenue SE Sidewalk	-	360,000	-	-	-
North Broadway Airport Street Lighting	-	40,000	310,000	-	-
Minot Elementary School Lighting HSIP	-	145,000	1,452,000	-	-
11th Avenue SE Sidewalk	-	-	1,040,000	-	-
South Broadway Reconstruction	-	-	-	45,473,026	-
27th St NE Grade Separation	2,600,000	-	-	-	-
Eastwood Park Bridge Rehabilitation	100,000	-	660,000	-	-
2028 Highway Safety Improvement	-	83,600	-	-	-
Hiawatha Slope Stability	-	738,000	1,821,000	-	-
City Hall Site Improvements	-	145,000	973,000	-	-
2nd Avenue and Main Street Pocket Park	-	-	-	73,000	566,000
17th and 18th Ave SE Extensions	-	-	-	110,000	900,000
Department Total	$ 26,776,259	$ 15,393,000	$ 17,134,700	$ 50,971,026	$ 53,955,100

Table 7 Engineering Project Funding Sources

Funding Sources:	
Federal Funds	$ 102,208,521
State Funds	28,835,364
Local: Sales Tax	14,959,200
Local: Tax Levy	-
Local: Special Assessments	1,010,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	4,000,000
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (water/sewer reserves)	13,217,000
Department Total	$ 164,230,085

Table 8 Engineering Project Funding Sources by Year

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ 11,179,529	$ 6,526,550	$ 5,906,800	$ 37,555,642	$ 41,040,000
State Funds	7,003,500	2,961,580	5,892,900	9,717,384	3,260,000
Local: Sales Tax	4,773,230	1,604,870	2,438,000	1,388,000	4,755,100
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	110,000	900,000
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	4,000,000
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (water/sewer reserves)	3,820,000	4,300,000	2,897,000	2,200,000	-
Department Total	$ 26,776,259	$ 15,393,000	$ 17,134,700	$ 50,971,026	$ 53,955,100

Figure 5 Engineering Funding Sources

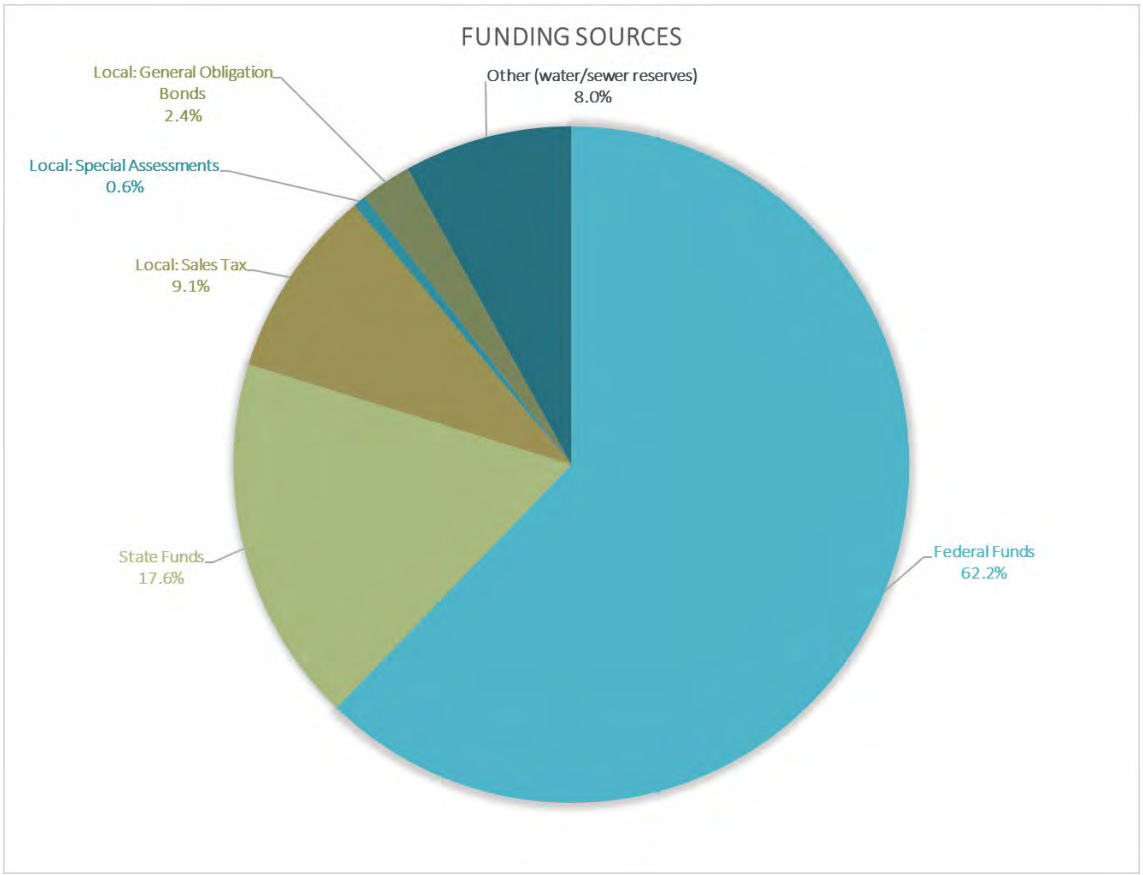
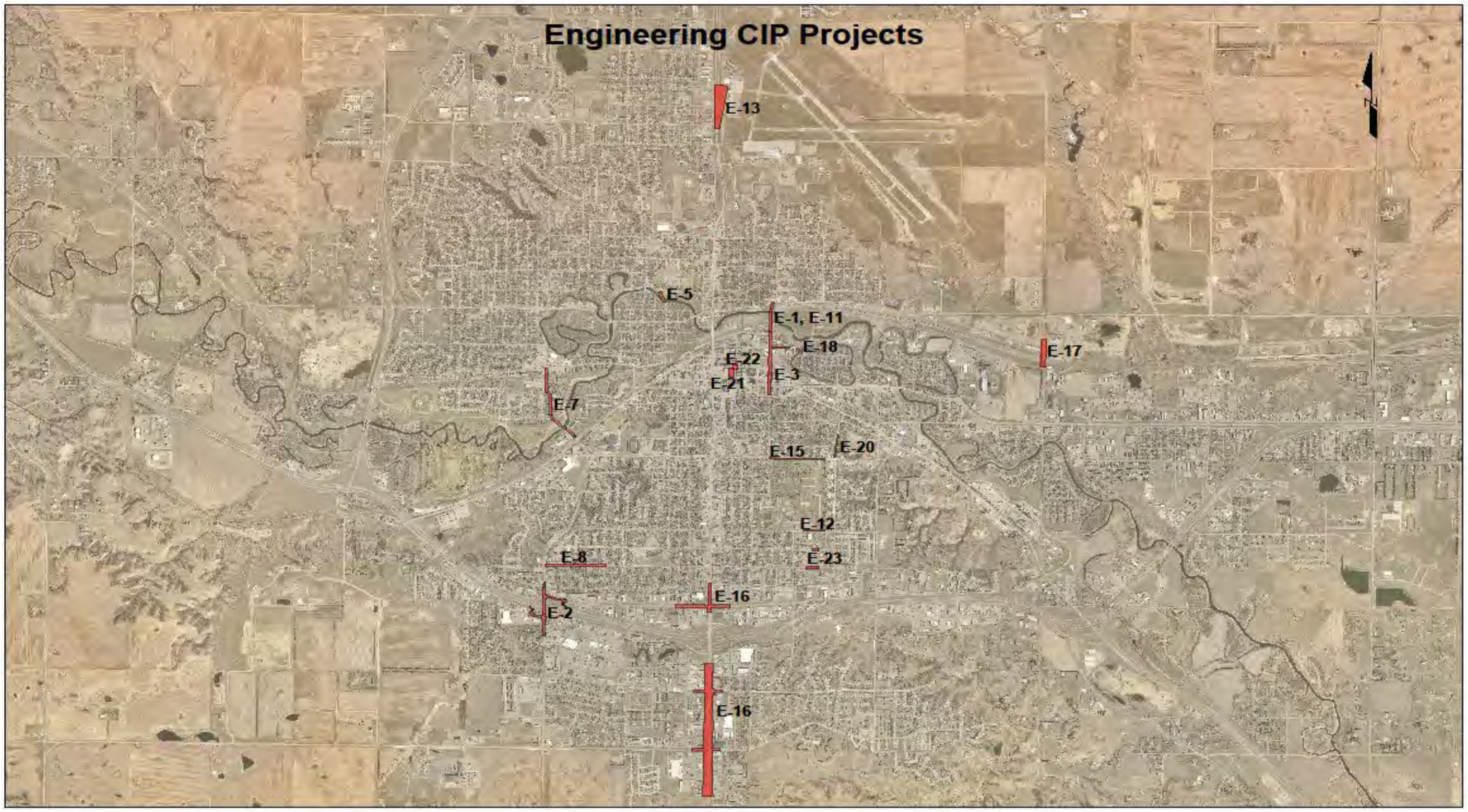


Figure 6 Engineering CIP Project Map



Fire

The fire department is working on four building projects within the five-year CIP. The primary project involves relocating Station 1 further into southwest Minot to serve a greater area of the city with improved response times. The proposed project will be phased over several years with land acquisition starting in 2027.

Projects at Station 3 and 4 are bedroom upfits and additions respectively and depend on council's approval of the fire department's staffing plan.

A training classroom replacement is planned for 2028 with half the funding coming from Minot Rural Fire Department.

Table 9 Fire Project List

Projects:	**Tier**	**Scoring**	**Start Year**	**Finish Year**	**Total 5-Year Costs**
Station 4 Bedroom Upfit	2	68	2027	2027	$ 20,000
Station 3 Bedroom Addition	2	68	2027	2028	121,125
Training Classroom	2	70	2027	2029	826,250
Station 1 Relocation land	2	61.5	2027	2029	5,395,000
Department Total					$ 6,362,375

Table 10 Fire Project List by Year

Project Costs by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Station 4 Bedroom Upfit	$ 20,000	$ -	$ -	$ -	$ -
Station 3 Bedroom Addition	20,000	101,125	-	-	-
Training Classroom	20,000	42,188	764,062	-	-
Station 1 Relocation land	20,000	281,250	5,093,750	-	-
Department Total	$ 80,000	$ 424,563	$ 5,857,812	$ -	$ -

Table 11 Fire Project Funding Sources

Funding Sources:	
Federal Funds	$ -
State Funds	-
Local: Sales Tax	5,959,250
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	403,125
Department Total	$ 6,362,375

Table 12 Fire Project Funding Sources by Year

Funding Sources by Year:	2027	2028	2029	2030	2031
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	-	-	-	-	-
Local: Sales Tax	80,000	403,469	5,475,781	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	-	21,094	382,031	-	-
Department Total	$ 80,000	$ 424,563	$ 5,857,812	$ -	$ -

Figure 7 Fire Funding Sources

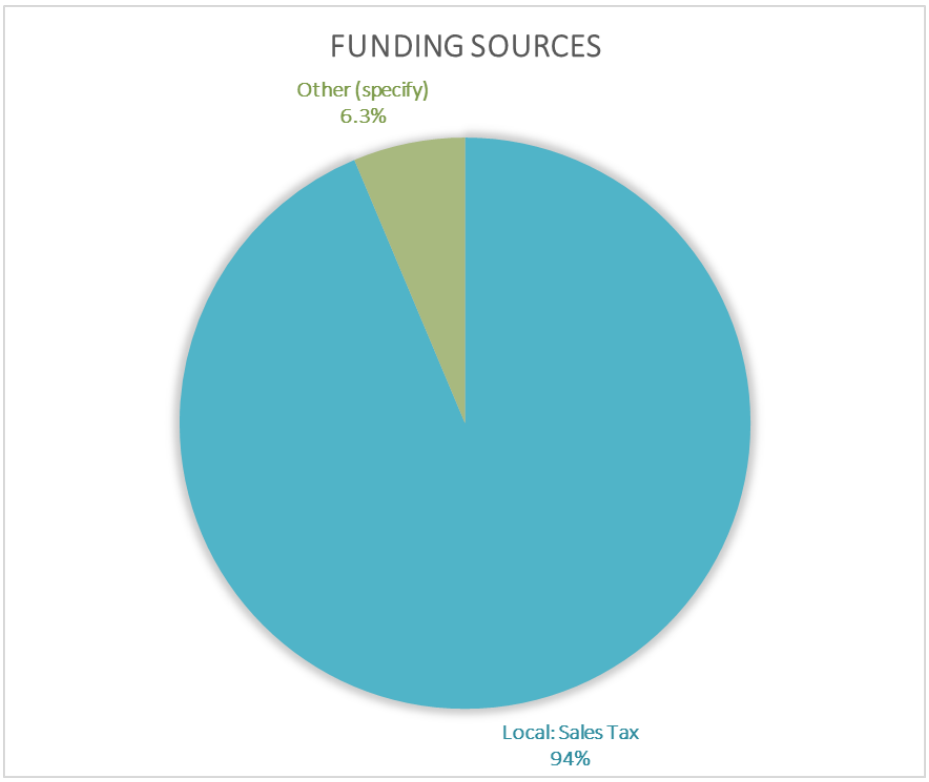


Figure 8 Fire CIP Project Map



Flood Control

Mouse River Enhanced Flood Protection Project (MREFPP) Phases 1, 2, 3, and 5 are complete. MI-6 and 7 are currently under construction. MI-4 Maple Diversion and MI-6C will begin construction in 2027. The flood control project with its multiple phases is the largest expenditure in the CIP.

Table 13 Flood Control Project List

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
Downtown Levee MI-6C	1	88.5	2027	2028	$ 20,010,000
Maple Diversion	1	86.5	2027	2031	132,901,200
6th Street & Central Avenue Roundabout	1	89	2028	2028	300,000
River Oaks Acquisitions MI-16	1	80	2028	2028	3,100,000
Livingston Coulee Bypass MI-15	1	84	2028	2030	59,800,000
3rd Street Floodwall MI-5C	1	83.5	2028	2030	15,800,000
27th Street Diversion MI-14	1	91.5	2028	2031	155,060,000
Burdick Bridge & West Valker Road Levee MI 8/9	1	89	2028	2031	77,100,000
North Roosevelt Park Levee MI-11	1	88.5	2028	2031	14,600,000
Fairgrounds Levee MI-10	1	86.5	2028	2031	61,000,000
East Burdick Levee MI-12	1	86	2028	2031	16,600,000
Trinity Levee MI-13	1	86	2028	2031	25,500,000
Library & Police Station Floodproofing - MI-4D	1	81.5	2029	2031	23,100,000
Department Total					$ 604,871,200

Table 14 Flood Control Project List by Year

Project Costs by Year:	2027	2028	2029	2030	2031
Downtown Levee MI-6C	$ 16,230,300	$ 3,779,700	$ -	$ -	$ -
Maple Diversion	15,403,300	26,478,400	34,116,400	35,134,800	21,768,300
6th Street & Central Avenue Roundabout	-	300,000	-	-	-
River Oaks Acquisitions MI-16	-	3,100,000	-	-	-
Livingston Coulee Bypass MI-15	-	6,100,000	40,800,000	12,900,000	-
3rd Street Floodwall MI-5C	-	9,000,000	5,900,000	900,000	-
27th Street Diversion MI-14	-	13,125,000	25,305,000	43,470,000	73,160,000
Burdick Bridge & West Valker Road Levee MI 8/9	-	15,700,000	36,300,000	20,800,000	4,300,000
North Roosevelt Park Levee MI-11	-	700,000	6,800,000	6,300,000	800,000
Fairgrounds Levee MI-10	-	5,600,000	22,300,000	23,000,000	10,100,000
East Burdick Levee MI-12	-	800,000	7,800,000	7,100,000	900,000
Trinity Levee MI-13	-	1,300,000	11,900,000	10,900,000	1,400,000
Library & Police Station Floodproofing - MI-4D	-	-	7,900,000	13,900,000	1,300,000
Department Total	$ 31,633,600	$ 85,983,100	$ 199,121,400	$ 174,404,800	$ 113,728,300

Table 15 Flood Control Funding Sources

Funding Sources:	
Federal Funds	$ 86,385,780
State Funds	337,130,523
Local: Sales Tax	181,354,897
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other	-
Department Total	$ 604,871,200

Table 16 Flood Control Funding Sources by Year

Funding Sources by Year:	2027	2028	2029	2030	2031
Federal Funds	$ 10,012,145	$ 17,210,960	$ 22,175,660	$ 22,837,620	$ 14,149,395
State Funds	14,053,946	44,816,891	115,014,731	98,518,667	64,726,288
Local: Sales Tax	7,567,509	23,955,249	61,931,009	53,048,513	34,852,617
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other	-	-	-	-	-
Department Total	$ 31,633,600	$ 85,983,100	$ 199,121,400	$ 174,404,800	$ 113,728,300

Figure 9 Flood Control Funding Sources

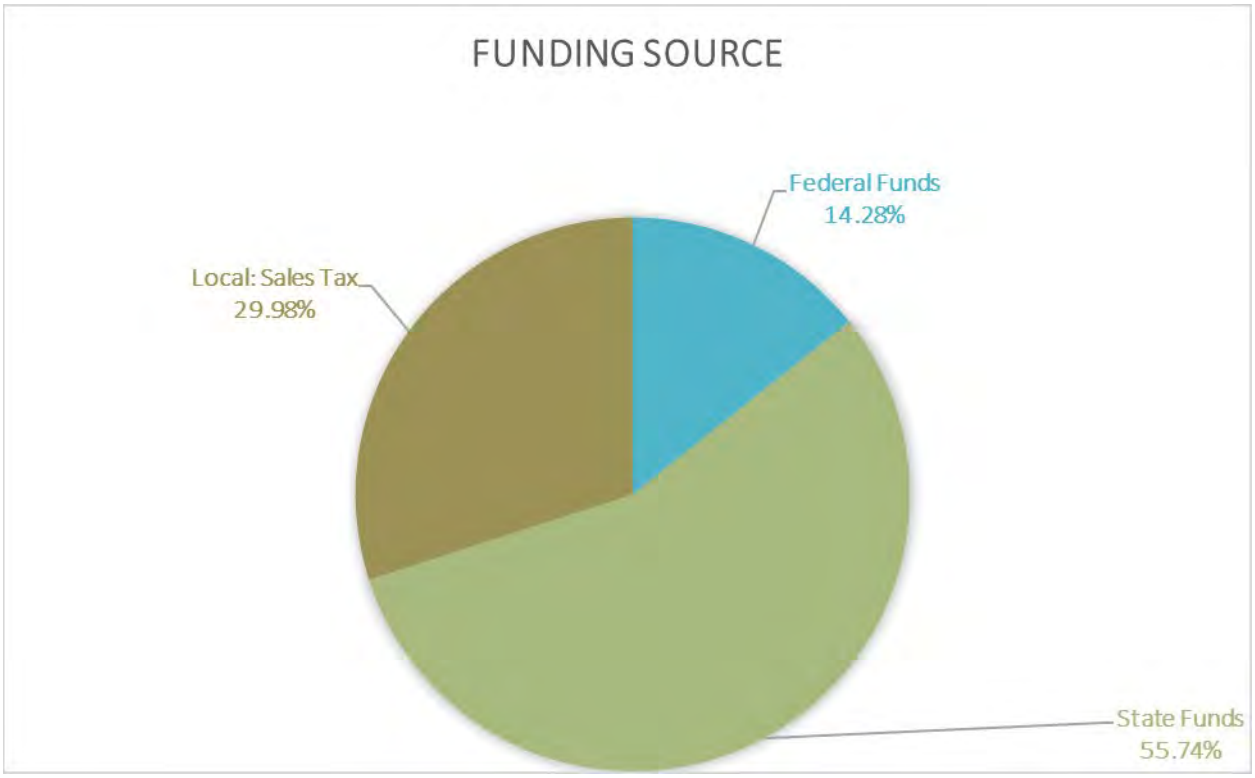
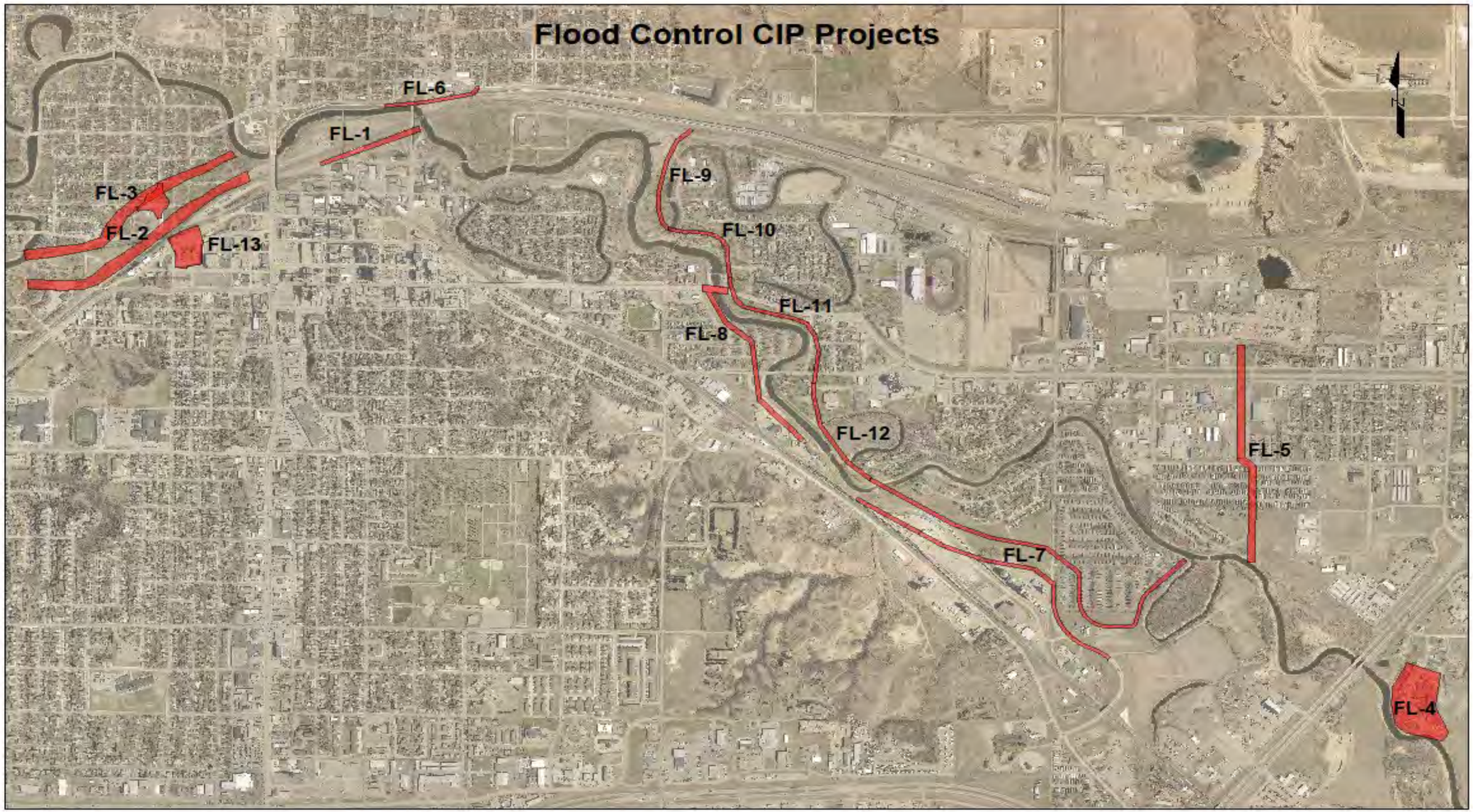


Figure 10 Flood Control CIP Project Map



Police

The police department has one project in the CIP which is to remodel the existing police station. The project will begin design in 2026 with construction planned in the future.

Table 17 Police Project List

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
Police Department Facility	1	82	2027	2029	10,000,000
Department Total					$ 10,000,000

Table 18 Police Project List by Year

Project Costs by Year:	2027	2028	2029	2030	2031
Police Department Facility	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -
Department Total	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -

Table 19 Police Project Funding Sources

Funding Sources:	
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	10,000,000
Department Total	$ 10,000,000

Table 20 Police Project Funding Sources by Year

Funding Sources by Year:	2027	2028	2029	2030	2031
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	-	-	-	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	5,000,000	5,000,000	-	-	-
Department Total	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -

Figure 11 Police Funding Sources

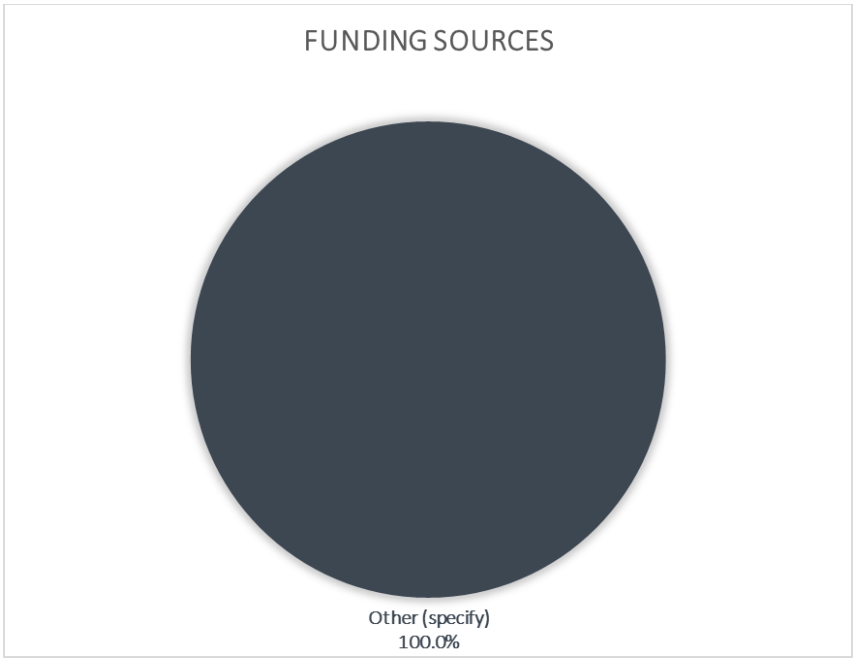


Figure 12 Police CIP Project Map



Public Works Operations

The public work operations department has a project in the CIP to replace the fuel farm at the public works complex. The cost will be allocated over four years.

Table 21 Public Works Operations Project List

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
Fuel Farm	3	57.5	2027	2029	300,000
Department Total					$ 300,000

Table 22 Public Works Operations Project List by Year

Project Costs by Year:	2027	2028	2029	2030	2031
Fuel Farm	100,000	100,000	100,000	-	-
Department Total	$ 100,000	$ 100,000	$ 100,000	$ -	$ -

Table 23 Public Works Operations Project Funding Sources

Funding Sources:	
Federal Funds	$ -
State Funds	-
Local: Sales Tax	300,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other	-
Department Total	$ 300,000

Table 24 Public Works Operations Project Funding Sources by Year

Funding Sources by Year:	2027	2028	2029	2030	2031
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	-	-	-	-	-
Local: Sales Tax	100,000	100,000	100,000	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other	-	-	-	-	-
Department Total	$ 100,000	$ 100,000	$ 100,000	$ -	$ -

Figure 13 Public Works Operations Funding Sources

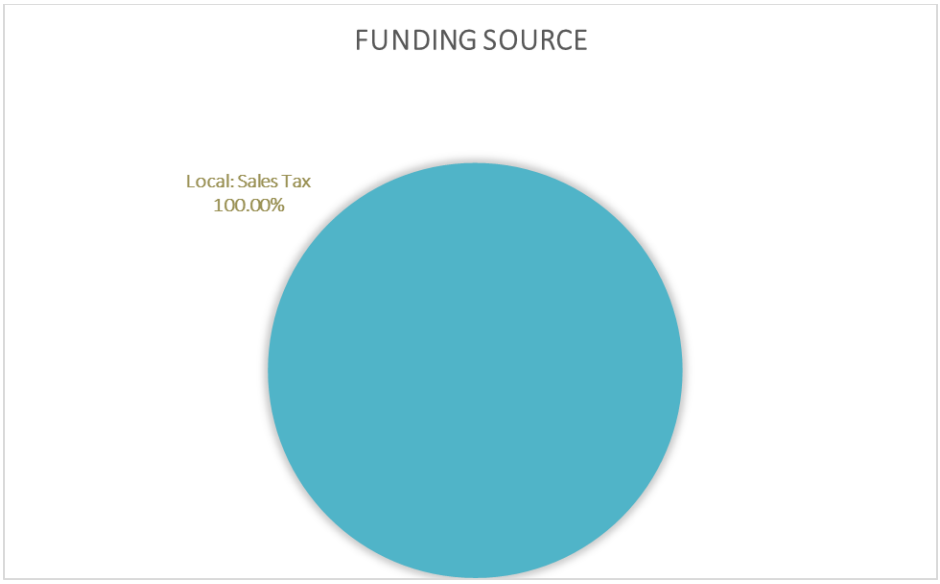


Figure 14 Public Works Operations CIP Project Map



Sanitary Sewer

Over the past decade, almost $100 million of new trunk sanitary sewer improvements have been completed to serve the Minot area. Major trunk lines and lift stations have the capacity to last generations, just like the last major series of improvements built in the 1960s.

The need for a mechanical wastewater treatment plant is a population trigger and/or effluent limit trigger. Design for the plant would begin in 2031 with construction taking place sometime after. The project is placed in the CIP as a potential project.

Table 25 Sanitary Sewer Project List

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
Wastewater Treatment Facility	3	59	2031	2031	11,000,000
Department Total					$ 11,000,000

Table 26 Sanitary Sewer Project List by Year

Project Costs by Year:	2027	2028	2029	2030	2031
Wastewater Treatment Facility	-	-	-	-	11,000,000
Department Total	$ -	$ -	$ -	$ -	$ 11,000,000

Table 27 Sanitary Sewer Project Funding Sources

Funding Sources:	
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	11,000,000
Other	-
Department Total	$ 11,000,000

Table 28 Sanitary Sewer Funding Sources by Year

Funding Sources by Year:	2027	2028	2029	2030	2031
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	-	-	-	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	11,000,000
Other	-	-	-	-	-
Department Total	$ -	$ -	$ -	$ -	$ 11,000,000

Figure 15 Sanitary Sewer Funding Sources

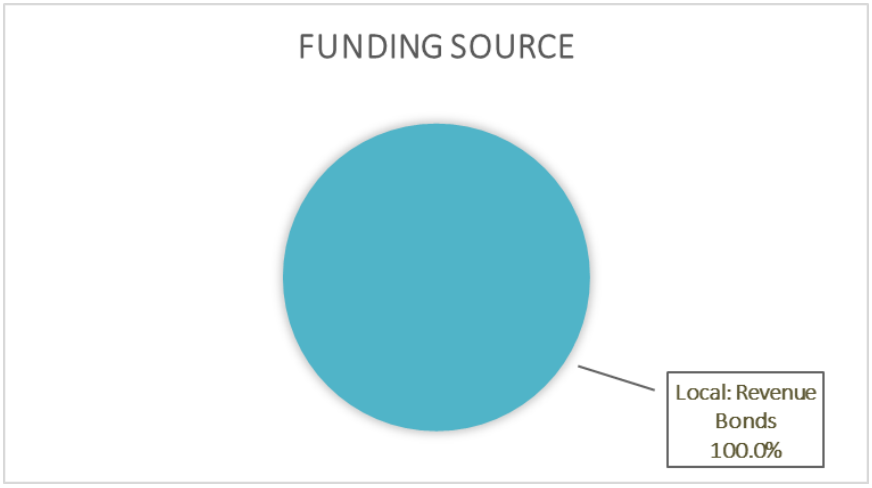
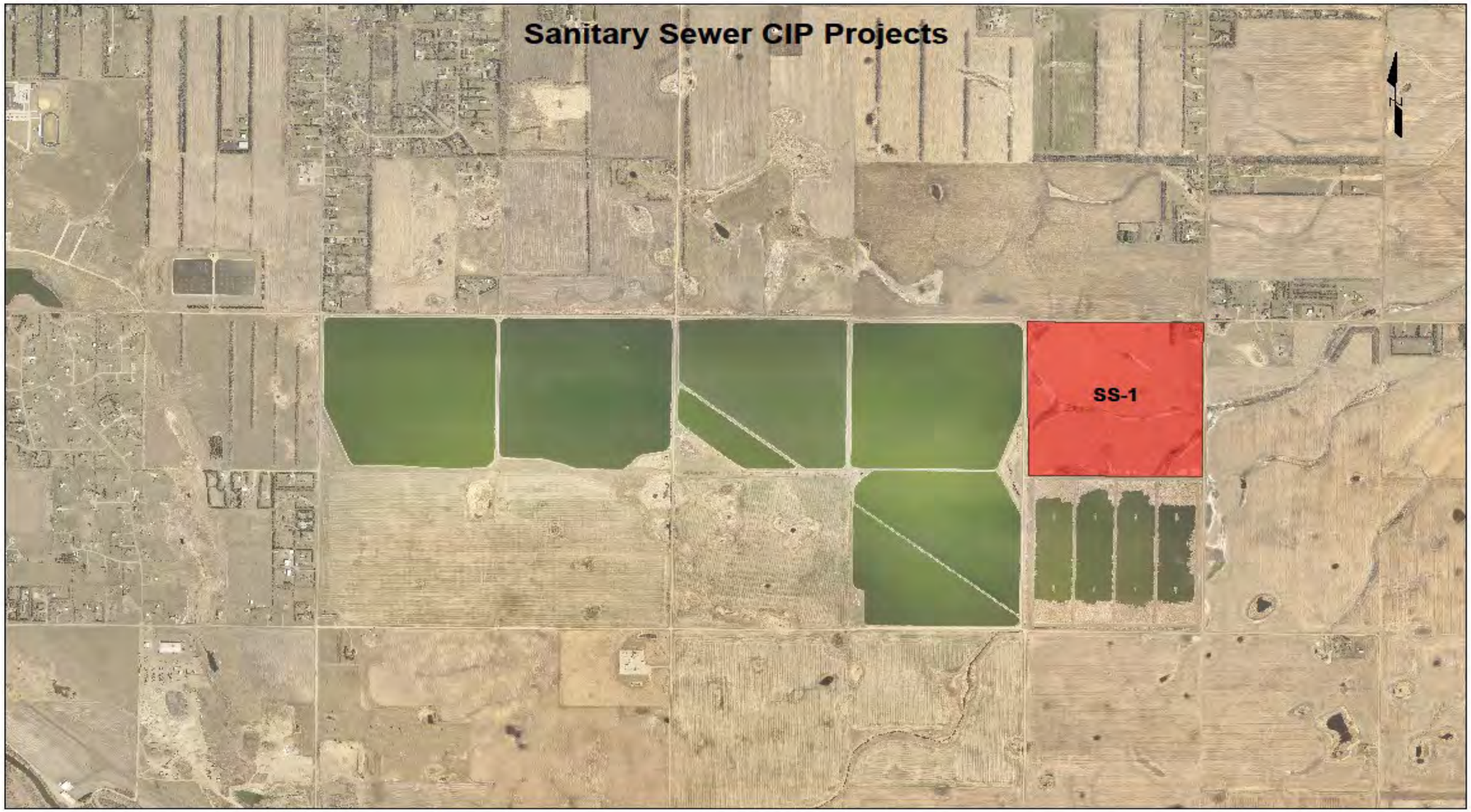


Figure 16 Sanitary Sewer CIP Project Map



Storm Sewer

The storm sewer division resides in the public works operations department. However, the capital program is administered by the engineering department since many times the improvements are special assessed. The engineering department also manages several related programs such as storm water management and floodplain management.

Three future projects are planned in the CIP at this time.

Storm Sewer District 124 is a planned project to relieve flooding on North Broadway and the west frontage road between 27th and 30th Avenues NW. The project will repair erosion coming from a 48" storm sewer outfall and reduce downstream flow rates by enlarging the Stonebridge Farms detention pond into a regional detention pond. In 2026, council voted to not purchase the land needed to construct the regional pond. Staff wants to verify the council's intent to not construct this district.

The 11th Avenue watershed is the final remaining major watershed identified in the original watershed masterplan. This project is also a reconstruction of 11th Avenue SW from Broadway to 6th Street SW.

The Hacienda Hills Outfall watershed is a new project that has come to the attention of staff in recent times. There have been erosion issues along a coulee in southeast Minot starting at 18th Avenue SE and eventually flowing to the river. The Ward County Water Resource Board has a project to address most of the erosion issues, but the city should investigate other drainage and erosion issues in this watershed as well. Staff suggests starting with an engineering study to find the best alternatives, then seeing if a project should be developed by council.

In future budget years, a watershed master plan will be placed in the budget to identify additional impaired watersheds around the city that need improvements. As the city ages, other areas of the community will need to be studied for improvements.

Table 29 Storm Sewer Project List

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
Storm Sewer Dist 124 Polaris Park Watershed	2	77	2027	2027	$ 2,830,000
Hacienda Hills Outfall Improvements	2	69.5	2027	2028	1,075,000
11th Ave SW Watershed Storm Sewer District	2	77.5	2027	2029	14,965,000
Department Total					$ 18,870,000

Table 30 Storm Sewer Project List by Year

Project Costs by Year:	2027	2028	2029	2030	2031
Storm Sewer Dist 124 Polaris Park Watershed	$ 2,830,000	$ -	$ -	$ -	$ -
Hacienda Hills Outfall Improvements	75,000	1,000,000	-	-	-
11th Ave SW Watershed Storm Sewer District	1,665,000	-	13,300,000	-	-
Department Total	$ 4,570,000	$ 1,000,000	$ 13,300,000	$ -	$ -

Table 31 Storm Sewer Project Funding Sources

Funding Sources:	
Federal Funds	$ -
State Funds	5,975,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	3,745,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	7,650,000
Local: Revenue Bonds	-
Other (Water/Sewer Reserves)	1,500,000
Department Total	$ 18,870,000

Table 32 Storm Sewer Funding Sources by Year

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	775,000	-	5,200,000	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	445,000	-	3,300,000	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	3,350,000	1,000,000	3,300,000	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (Water/Sewer Reserves)	-	-	1,500,000	-	-
Department Total	$ 4,570,000	$ 1,000,000	$ 13,300,000	$ -	$ -

Figure 17 Storm Sewer Funding Sources

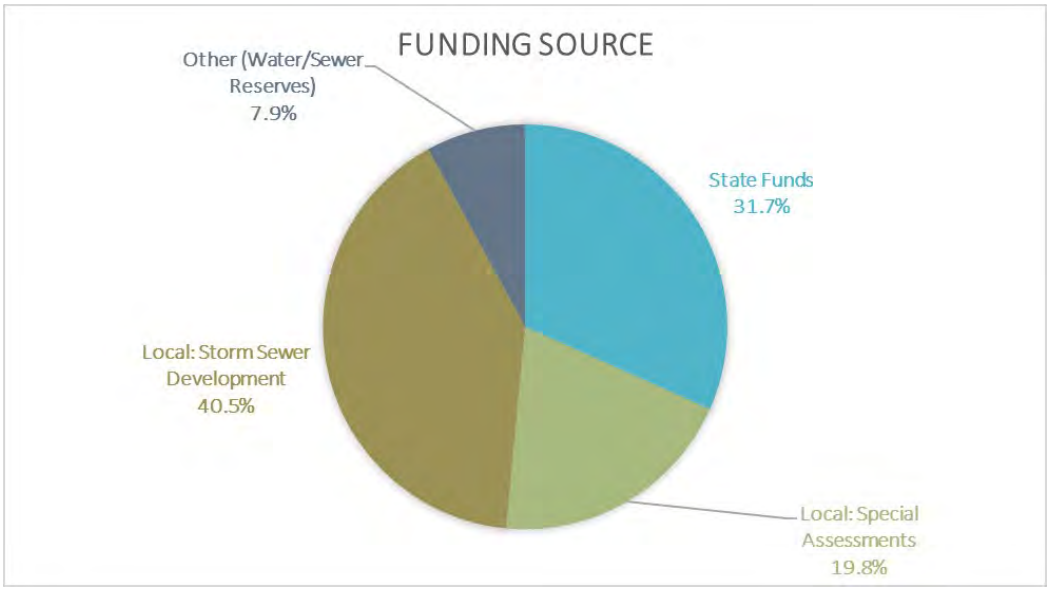
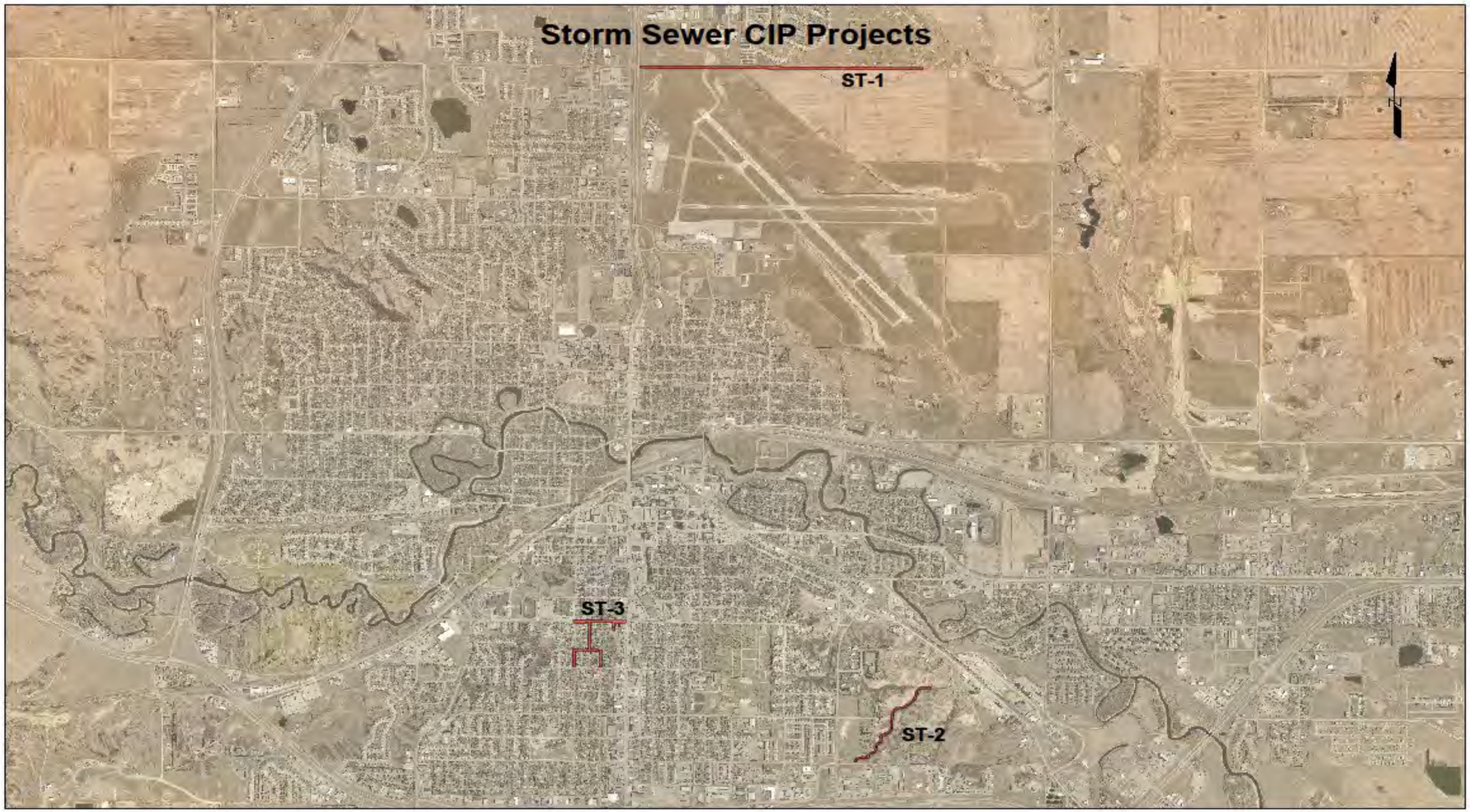


Figure 18 Storm Sewer CIP Project Map



Water

The Water Department has several major watermain replacement projects scheduled over the next five years. State grant requests have been made for several lead service line and watermain replacement areas. Grant funding will help to reduce the cost and backlog of replacement projects. A water/sewer building replacement is also in the plan. The new building is needed due to deterioration of the older structure.

Table 33 Water Project List

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
Water & Sewer Building	1	82	2027	2027	$ 3,700,000
Central Ave/ Blaisdell Watermain Replacement	1	90	2027	2028	7,410,000
Waidts Addition Area & University Ave. Watermain Replacement	1	90	2027	2028	7,410,000
Edison Area Watermain Replacement	1	90	2028	2029	3,940,000
South Hill Complex Area Watermain Replacement	1	90	2028	2029	4,140,000
Eastwood Park Watermain Replacement	1	90	2029	2030	4,385,000
Bel Air Area Watermain Replacement	1	90	2029	2030	4,160,000
Area West of NDSF Watermain Replacement	1	90	2030	2031	4,435,000
SE Area Utility Replacement	1	90	2030	2031	5,355,000
Area East of Corbett Field Watermain Replacement	1	90	2031	2031	575,000
Roosevelt School Area Watermain Replacement	1	90	2031	2031	550,000
Department Total					$ 46,060,000

Table 34 Water Project List by Year

Project Costs by Year:	2027	2028	2029	2030	2031
Water & Sewer Building	$ 3,700,000	$ -	$ -	$ -	$ -
Central Ave/ Blaisdell Watermain Replacement	3,910,000	3,500,000	-	-	-
Waidts Addition Area & University Ave. Watermain Replacement	3,910,000	3,500,000	-	-	-
Edison Area Watermain Replacement	-	440,000	3,500,000	-	-
South Hill Complex Area Watermain Replacement	-	440,000	3,700,000	-	-
Eastwood Park Watermain Replacement	-	-	485,000	3,900,000	-
Bel Air Area Watermain Replacement	-	-	460,000	3,700,000	-
Area West of NDSF Watermain Replacement	-	-	-	485,000	3,950,000
SE Area Utility Replacement	-	-	-	515,000	4,840,000
Area East of Corbett Field Watermain Replacement	-	-	-	-	575,000
Roosevelt School Area Watermain Replacement	-	-	-	-	550,000
Department Total	$ 11,520,000	$ 7,880,000	$ 8,145,000	$ 8,600,000	$ 9,915,000

Table 35 Water Project Funding Sources

Funding Sources:	
Federal Funds	$ -
State Funds	25,416,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	20,644,000
Department Total	$ 46,060,000

Table 36 Water Funding Sources by Year

Funding Sources by Year:	2027	2028	2029	2030	2031
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	4,692,000	4,728,000	4,887,000	5,160,000	5,949,000
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other Agency Contribution	6,828,000	3,152,000	3,258,000	3,440,000	3,966,000
Department Total	$ 11,520,000	$ 7,880,000	$ 8,145,000	$ 8,600,000	$ 9,915,000

Figure 19 Water Funding Sources

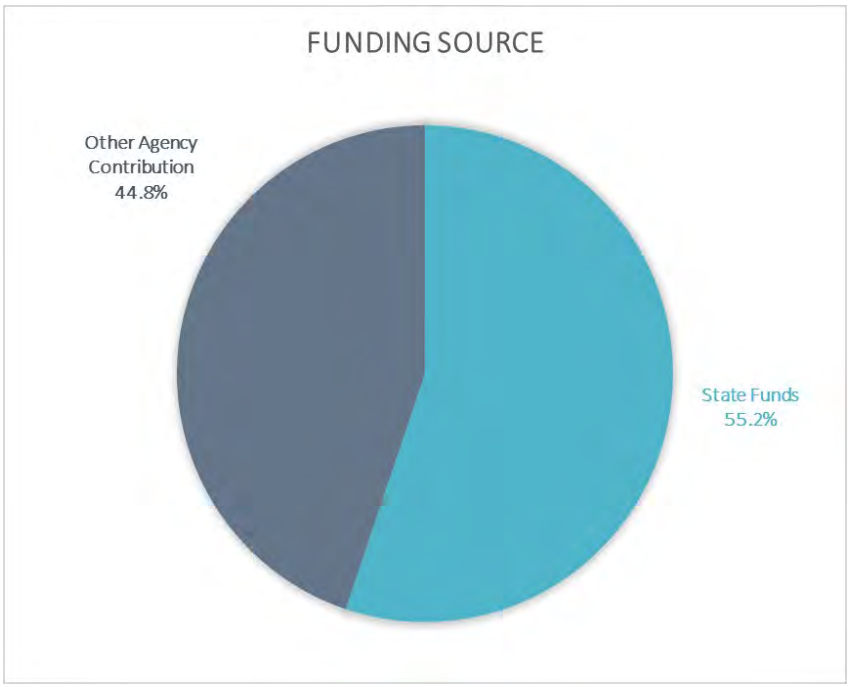
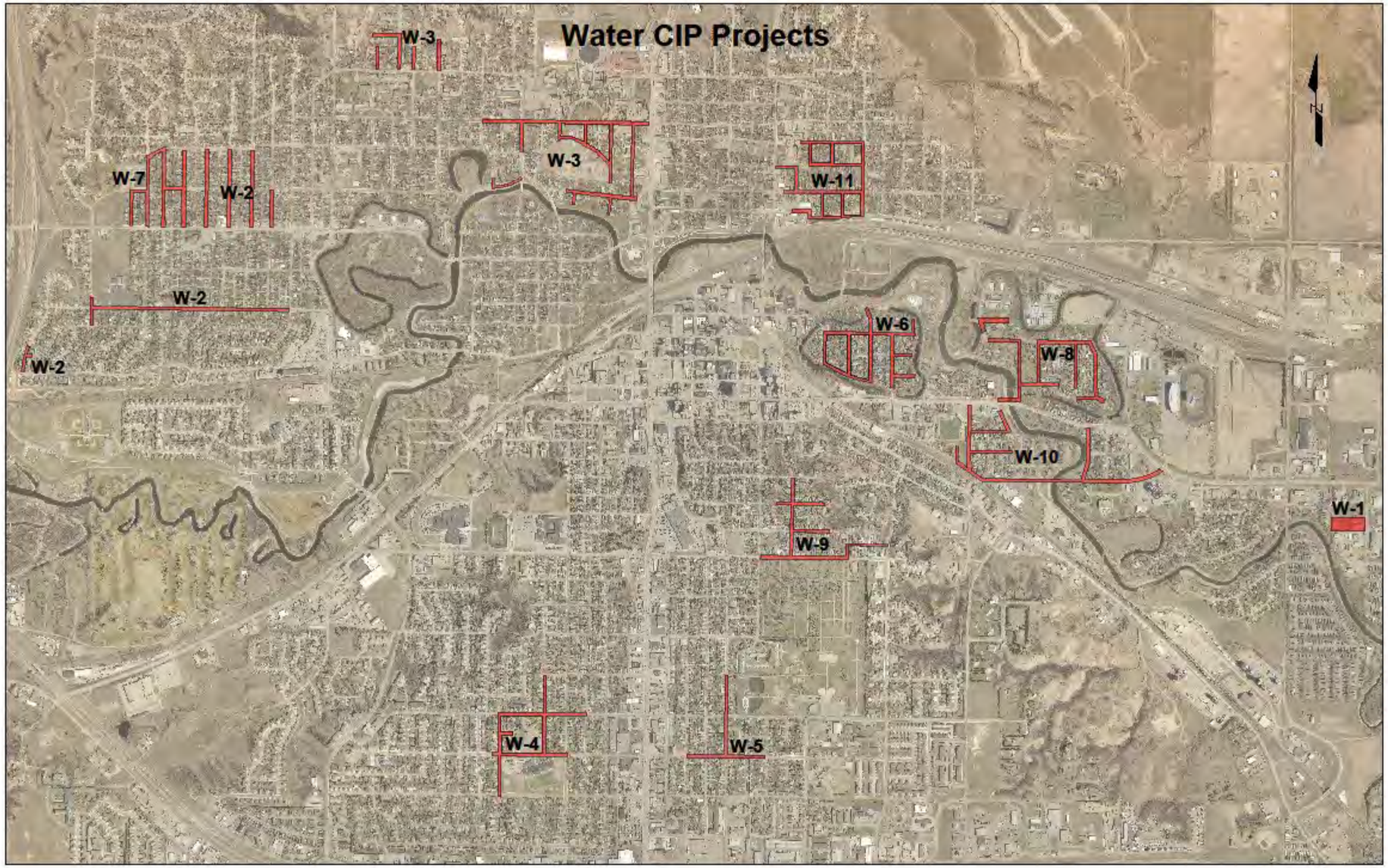


Figure 20 Water CIP Project Map

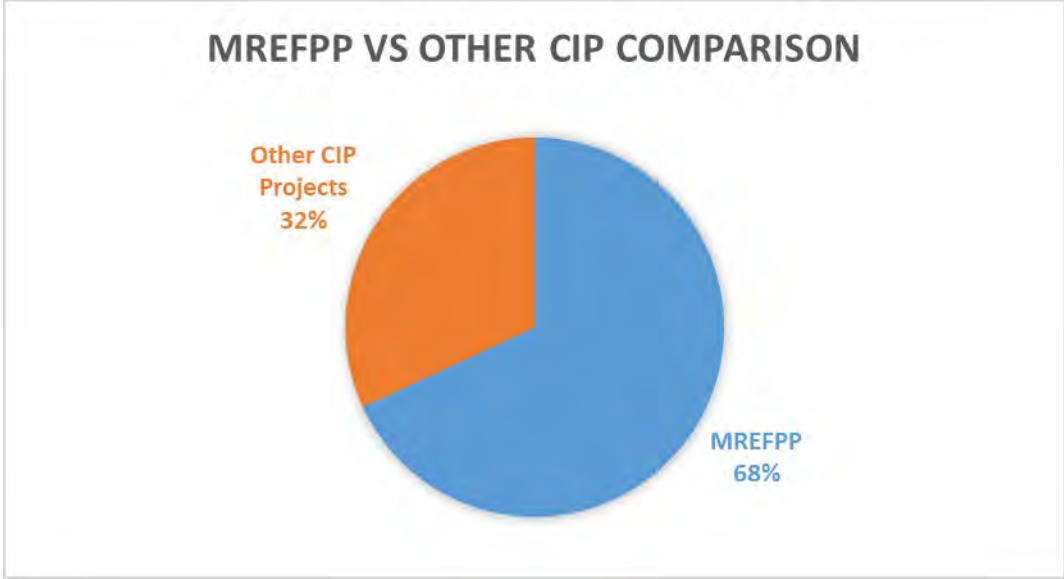


Capital Improvement Plan Final Summary

The overall CIP is a five-year plan totaling $888,256,760. In the last five years, the two primary projects that have taken the forefront are flood control and NAWS. NAWS has been removed from the CIP since the City does not own that system. Those costs are accounted for elsewhere in the City budget.

Flood control still accounts for 68% of the City's total CIP over the next five years at a cost of $604,871,000. All other projects combined result in a total of $283,385,560.

Figure 21 MREFPP VS Other CIP Comparison



The City is relying heavily on Federal and State funds to fund the CIP. In total, $610,026,158 is coming from Federal and State funds.

The tables and graphs below display the total five-year CIP by the departments making up the plan.

Table 37 2026-2030 CIP Department Totals

Department	Costs
Airport	$ 26,563,100
Engineering	164,230,085
Fire	6,362,375
Flood Control	604,871,200
Police	10,000,000
Public Works Operations	300,000
Sanitary Sewer	11,000,000
Storm Sewer	18,870,000
Water	46,060,000
Total CIP	$ 888,256,760

Figure 22 2026-2030 CIP Department Totals

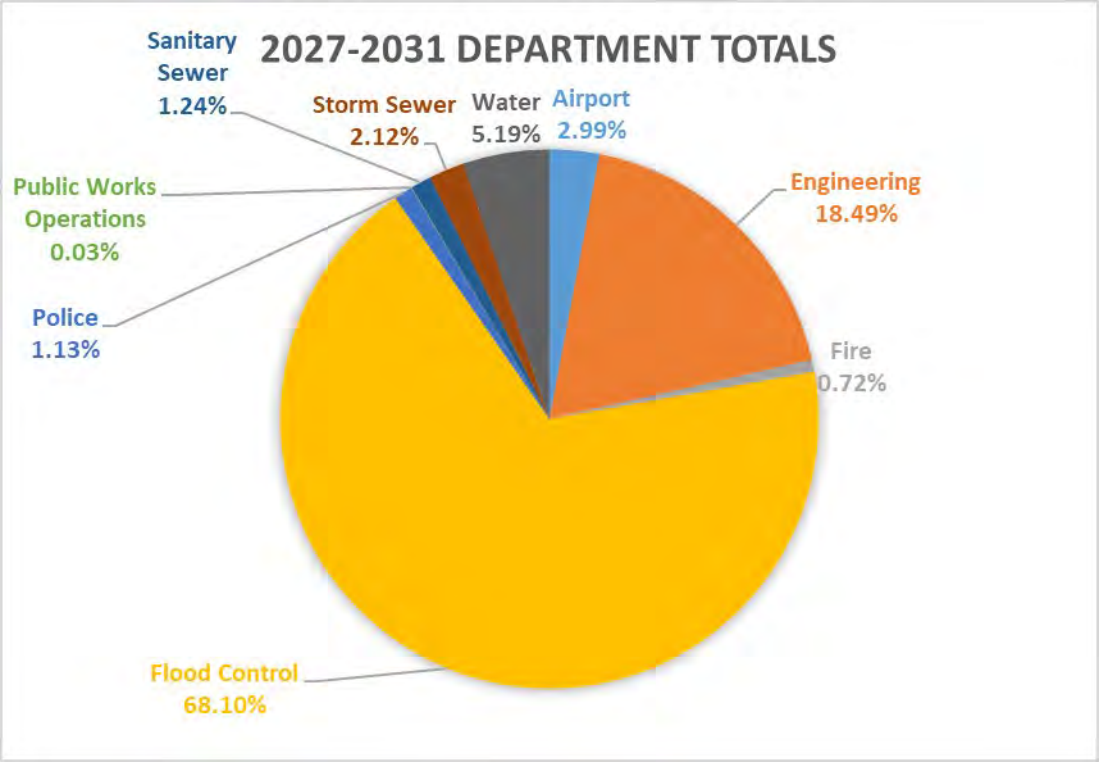


Table 38 2026-2030 CIP Project List

Airport	2027	2028	2029	2030	2031
Runway 8/26 Rehabilitation - East	$ 4,805,000	$ -	$ -	$ -	$ -
SRE Replacement - Small Loader w/ Blower	$ 500,000	$ -	$ -	$ -	$ -
Access Rds and Vehicle Gates	$ -	$ 1,680,000	$ -	$ -	$ -
Acquire Airport Operations Vehicle	$ 40,000	$ -	$ -	$ -	$ -
Crack Seal & Painting - Airside	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
Crack Seal & Painting - Landside	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000
Taxiway B North Reconstruction	$ -	$ 5,005,000	$ -	$ -	$ -
Master Plan/ALP Update	$ -	$ 800,000	$ -	$ -	$ -
Taxiway A Rehabilitation	$ -	$ -	$ 600,000	$ -	$ -
Taxiway D Reconstruction & Widening	$ -	$ -	$ 6,205,000	$ -	$ -
Taxiway F Reconstruction	$ -	$ -	$ -	$ 200,000	$ -
General Aviation Mid Ramp Rehabilitation	$ -	$ -	$ -	$ -	$ 2,000,000
South Building Area Taxilane Reconstruction	$ -	$ -	$ -	$ -	$ 2,500,000
Acquire Tractor	$ 153,300	$ -	$ -	$ -	$ -
Acquire Tool Cat Utility Vehicle	$ 70,000	$ -	$ -	$ -	$ -
Acquire Airfield Paint Machine	$ 200,000	$ -	$ -	$ -	$ -
Mower Attachment	$ 75,000	$ -	$ -	$ -	$ -
Wildlife Hazard Management Plan (WHMP) Update	$ -	$ 100,000	$ -	$ -	$ -
Hangar Demolition/Relocation - Environmental Review	$ -	$ -	$ -	$ 100,000	$ -
Southside Utilities	$ 929,800	$ -	$ -	$ -	$ -
Airport Yearly Total	$ 6,893,100	$ 7,705,000	$ 6,925,000	$ 420,000	$ 4,620,000

Engineering	2027	2028	2029	2030	2031
3rd Street Bridge Repairs	$ 2,307,000	$ -	$ -	$ -	$ -
16th St SW Interchange Rehabilitation	$ 7,125,359	$ 340,000	$ -	$ -	$ -
3rd St E and Central Ave Reconstruction	$ 12,000,000	$ 600,000	$ 9,760,700	$ -	$ -
Traffic Signal Replacements	$ 666,000	$ -	$ 698,000	$ -	$ 779,100
City Bridge Rehabilitation	$ 175,000	$ 950,000	$ 200,000	$ 1,120,000	$ 210,000
Broadway ADA Ramp Improvements	$ -	$ 880,000	$ -	$ -	$ -
16th St SW Reconstruction Phase 2	$ -	$ 10,876,400	$ -	$ -	$ -
2027 Edison Safe Routes to School	$ 1,322,900	$ -	$ -	$ -	$ -
Street Light LED Conversion	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 125,000
Street Light Feed Point Replacement	$ 55,000	$ 60,000	$ 65,000	$ 70,000	$ 75,000
3rd St Bridge Replacement	$ 300,000	$ 50,000	$ 30,000	$ 4,000,000	$ 51,300,000
16th Avenue SE Sidewalk	$ -	$ 360,000	$ -	$ -	$ -
North Broadway Airport Street Lighting	$ -	$ 40,000	$ 310,000	$ -	$ -
Minot Elementary School Lighting HSIP	$ -	$ 145,000	$ 1,452,000	$ -	$ -
11th Avenue SE Sidewalk	$ -	$ -	$ 1,040,000	$ -	$ -
South Broadway Reconstruction	$ -	$ -	$ -	$ 45,473,026	$ -
27th St NE Grade Separation	$ 2,600,000	$ -	$ -	$ -	$ -
Eastwood Park Bridge Rehabilitation	$ 100,000	$ -	$ 660,000	$ -	$ -
2028 Highway Safety Improvement	$ -	$ 83,600	$ -	$ -	$ -
Hiawatha Slope Stability	$ -	$ 738,000	$ 1,821,000	$ -	$ -
City Hall Site Improvements	$ -	$ 145,000	$ 973,000	$ -	$ -
2nd Avenue and Main Street Pocket Park	$ -	$ -	$ -	$ 73,000	$ 566,000
17th and 18th Ave SE Extensions	$ -	$ -	$ -	$ 110,000	$ 900,000
Engineering Yearly Total	$ 26,776,259	$ 15,393,000	$ 17,134,700	$ 50,971,026	$ 53,955,100

Fire	2027	2028	2029	2030	2031
Station 4 Bedroom Upfit	$ 20,000	$ -	$ -	$ -	$ -
Station 3 Bedroom Addition	$ 20,000	$ 101,125	$ -	$ -	$ -
Training Classroom	$ 20,000	$ 42,188	$ 764,062	$ -	$ -
Station 1 Relocation land	$ 20,000	$ 281,250	$ 5,093,750	$ -	$ -
Fire Yearly Total	$ 80,000	$ 424,563	$ 5,857,812	$ -	$ -

Flood Control	2027	2028	2029	2030	2031
Downtown Levee MI-6C	$ 16,230,300	$ 3,779,700	$ -	$ -	$ -
Maple Diversion	$ 15,403,300	$ 26,478,400	$ 34,116,400	$ 35,134,800	$ 21,768,300
6th Street & Central Avenue Roundabout	$ -	$ 300,000	$ -	$ -	$ -
River Oaks Acquisitions MI-16	$ -	$ 3,100,000	$ -	$ -	$ -
Livingston Coulee Bypass MI-15	$ -	$ 6,100,000	$ 40,800,000	$ 12,900,000	$ -
3rd Street Floodwall MI-5C	$ -	$ 9,000,000	$ 5,900,000	$ 900,000	$ -
27th Street Diversion MI-14	$ -	$ 13,125,000	$ 25,305,000	$ 43,470,000	$ 73,160,000
Burdick Bridge & West Valker Road Levee MI 8/9	$ -	$ 15,700,000	$ 36,300,000	$ 20,800,000	$ 4,300,000
North Roosevelt Park Levee MI-11	$ -	$ 700,000	$ 6,800,000	$ 6,300,000	$ 800,000
Fairgrounds Levee MI-10	$ -	$ 5,600,000	$ 22,300,000	$ 23,000,000	$ 10,100,000
East Burdick Levee MI-12	$ -	$ 800,000	$ 7,800,000	$ 7,100,000	$ 900,000
Trinity Levee MI-13	$ -	$ 1,300,000	$ 11,900,000	$ 10,900,000	$ 1,400,000
Library & Police Station Floodproofing - MI-4D	$ -	$ -	$ 7,900,000	$ 13,900,000	$ 1,300,000
Flood Control Yearly Total	$ 31,633,600	$ 85,983,100	$ 199,121,400	$ 174,404,800	$ 113,728,300

Police	2027	2028	2029	2030	2031
Police Department Facility	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -
Police Yearly Total	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -

Public Works Operations	2027	2028	2029	2030	2031
Fuel Farm	$ 100,000	$ 100,000	$ 100,000	$ -	$ -
Public Works Operations Yearly Total	$ 100,000	$ 100,000	$ 100,000	$ -	$ -

Sewer	2027	2028	2029	2030	2031
Wastewater Treatment Facility	$ -	$ -	$ -	$ -	$ 11,000,000
Sewer Yearly Total	$ -	$ -	$ -	$ -	$ 11,000,000

Storm Sewer	2027	2028	2029	2030	2031
Storm Sewer Dist 124 Polaris Park Watershed	$ 2,830,000	$ -	$ -	$ -	$ -
Hacienda Hills Outfall Improvements	$ 75,000	$ 1,000,000	$ -	$ -	$ -
11th Ave SW Watershed Storm Sewer District	$ 1,665,000	$ -	$ 13,300,000	$ -	$ -
Storm Sewer Yearly Total	$ 4,570,000	$ 1,000,000	$ 13,300,000	$ -	$ -

Water	2027	2028	2029	2030	2031
Water & Sewer Building	$ 3,700,000	$ -	$ -	$ -	$ -
Central Ave. Watermain Replacement	$ 3,910,000	$ 3,500,000	$ -	$ -	$ -
Waidts Addition Area & University Ave. Watermain Replacen	$ 3,910,000	$ 3,500,000	$ -	$ -	$ -
Edison Area Watermain Replacement	$ -	$ 440,000	$ 3,500,000	$ -	$ -
South Hill Complex Area Watermain Replacement	$ -	$ 440,000	$ 3,700,000	$ -	$ -
Eastwood Park Watermain Replacement	$ -	$ -	$ 485,000	$ 3,900,000	$ -
Bel Air Area Watermain Replacement	$ -	$ -	$ 460,000	$ 3,700,000	$ -
Area West of NDSF Watermain Replacement	$ -	$ -	$ -	$ 485,000	$ 3,950,000
SE Area Utility Replacement	$ -	$ -	$ -	$ 515,000	$ 4,840,000
Area East of Corbett Field Watermain Replacement	$ -	$ -	$ -	$ -	$ 575,000
Roosevelt School Area Watermain Replacement	$ -	$ -	$ -	$ -	$ 550,000
Water Yearly Total	$ 11,520,000	$ 7,880,000	$ 8,145,000	$ 8,600,000	$ 9,915,000

One of the goals of the CIP is to level load the program to avoid large spikes in the required funding. The ability to accomplish this is largely driven by the timing of MREFPP phases and construction timelines.

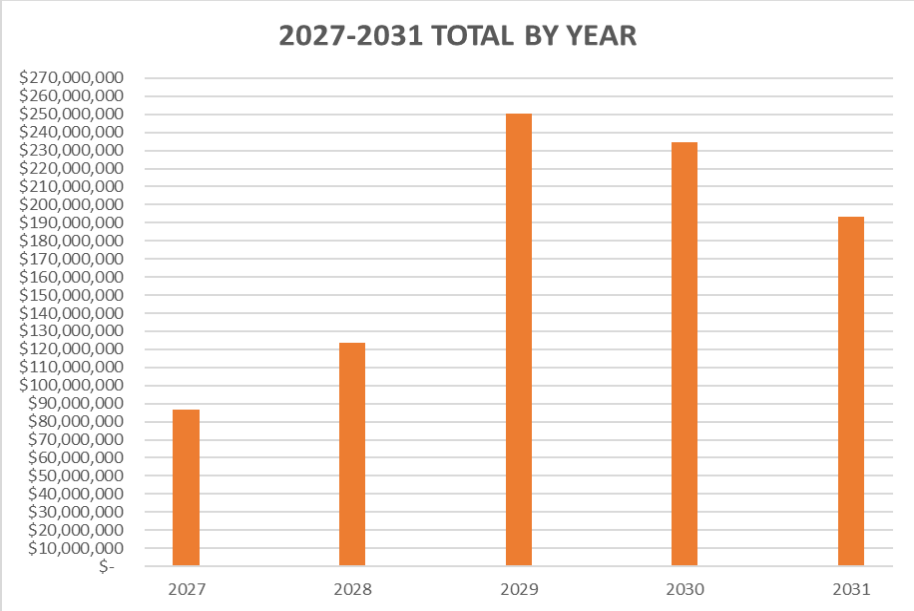
NDDOT and FAA funding timelines largely dictate project schedules for the engineering and airport departments respectively.

The table and graph below show the department totals by each year and total funding by year.

Table 39 CIP Department Totals by Year

Department Totals by Year	2027	2028	2029	2030	2031
Airport	$ 6,893,100	$ 7,705,000	$ 6,925,000	$ 420,000	$ 4,620,000
Engineering	26,776,259	15,393,000	17,134,700	50,971,026	53,955,100
Fire	80,000	424,563	5,857,812	-	-
Flood Control	31,633,600	85,983,100	199,121,400	174,404,800	113,728,300
Police	5,000,000	5,000,000	-	-	-
Public Works Operations	100,000	100,000	100,000	-	-
Sanitary Sewer	-	-	-	-	11,000,000
Storm Sewer	4,570,000	1,000,000	13,300,000	-	-
Water	11,520,000	7,880,000	8,145,000	8,600,000	9,915,000
Total CIP	$ 86,572,959	$ 123,485,663	$ 250,583,912	$ 234,395,826	$ 193,218,400

Figure 23 CIP Totals by Year

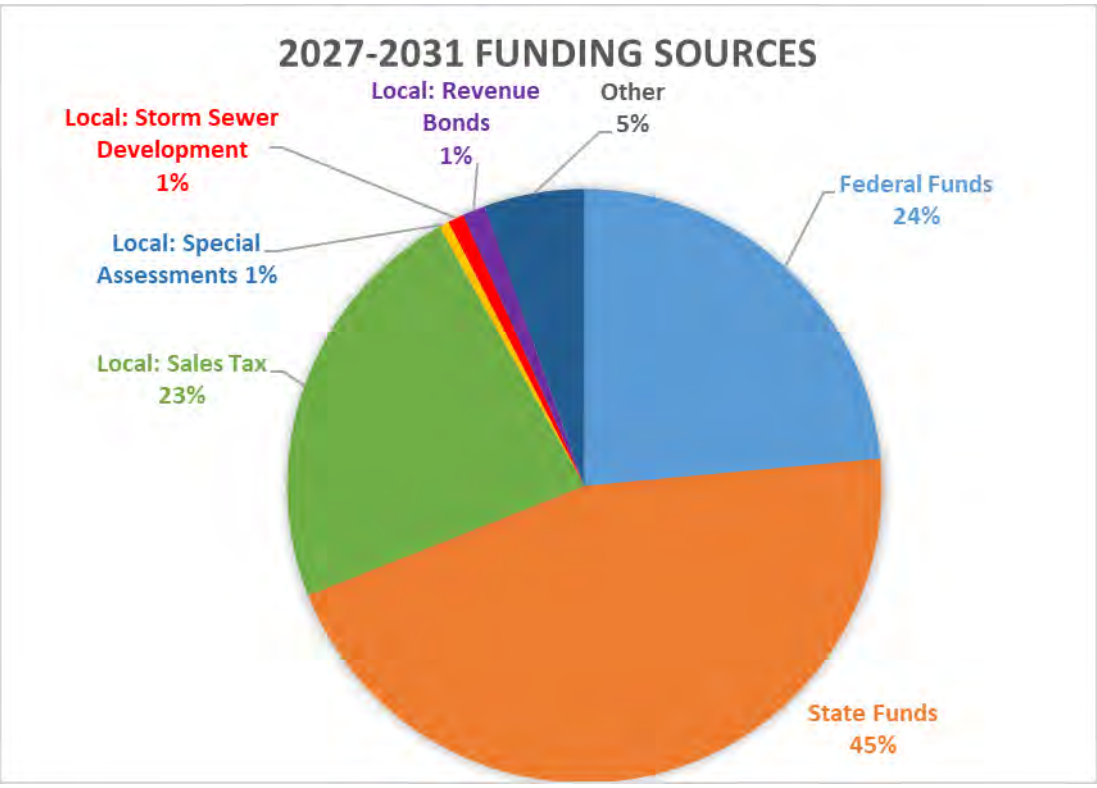


The table and figure below show the total allocation of funding sources.

Table 40 2026-2030 Funding Sources Total

Funding Sources	
Federal Funds	$ 208,103,301
State Funds	401,922,857
Local: Sales Tax	202,573,347
Local: Tax Levy	-
Local: Special Assessments	4,755,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	4,000,000
Local: Storm Sewer Development	7,650,000
Local: Revenue Bonds	11,000,000
Other	48,252,255
Total CIP	$ 888,256,760

Figure 24 2026-2030 Funding Sources Total



Capital Projects Versus Maintenance Project Needs

All of the projects listed in the CIP are capital projects, meaning they are replacing a significant piece of city infrastructure with new and/or using state and federal funds to fund the construction.

What is not included in the CIP are maintenance projects such as street patching, sealing, and overlays. Utility maintenance projects or small replacement projects such as manholes and catch basins, channel and pond cleaning, pump replacements, etc.

The maintenance costs of public infrastructure must also be kept in mind by decision makers as these costs are significant. Every year, the city will continue to spend millions of dollars on ongoing maintenance. However, funding some of the capital infrastructure projects listed in the CIP will also reduce the maintenance of these assets since they will be replaced or rehabilitated.

Condition Assessments

Below is a list of condition assessments that should be performed to either supplement existing data or provide a solid database for city infrastructure.

- Sanitary sewer baseline database

    - Provides an accurate baseline database of pipe length, flow direction, size, age, and condition. The sewer system is televised to create the database.
    - Manhole baseline database will provide location, size, age, condition

- Storm Sewer baseline database
    - Provides an accurate baseline database of pipe length, flow direction, size, age, and condition. The storm sewer system is televised to create the database.
    - Manhole baseline database will provide location, size, age, condition
    - This information will be used in addition to the data collection obtained in the MREFPP.

- Missing Casting data
    - Need additional survey data on busy corridors for manholes, gate valves, and other castings

Appendix A – Airport Worksheets

Capital Improvement Plan

Department Summary

Department: Airport

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
Runway 8/26 Rehabilitation - East	1	96	2027	2027	$ 4,805,000
SRE Replacement - Small Loader w/ Blower	1	94	2027	2027	500,000
Access Rds and Vehicle Gates	1	83.5	2027	2027	1,680,000
Acquire Airport Operations Vehicle	1	81	2027	2027	40,000
Crack Seal & Painting - Airside	1	94	2027	2031	375,000
Crack Seal & Painting - Landside	1	84.5	2027	2031	225,000
Taxiway B North Reconstruction	1	95.5	2028	2028	5,005,000
Master Plan/ALP Update	1	85.5	2028	2028	800,000
Taxiway A Rehabilitation	1	91.5	2029	2029	600,000
Taxiway D Reconstruction & Widening	1	88.5	2029	2029	6,205,000
Taxiway F Reconstruction	1	92.5	2030	2030	200,000
General Aviation Mid Ramp Rehabilitation	1	92	2031	2031	2,000,000
South Building Area Taxilane Reconstruction	1	92	2031	2031	2,500,000
Acquire Tractor	2	75	2027	2027	153,300
Acquire Tool Cat Utility Vehicle	2	73	2027	2027	70,000
Acquire Airfield Paint Machine	2	68.5	2027	2027	200,000
Mower Attachment	2	60	2027	2027	75,000
Wildlife Hazard Management Plan (WHMP) Update	2	73	2028	2028	100,000
Hangar Demolition/Relocation - Environmental Review	2	77.5	2030	2030	100,000
Southside Utilities	3	54	2027	2027	929,800
Department Total					$ 26,563,100

Project Costs by Year:	2027	2028	2029	2030	2031
Runway 8/26 Rehabilitation - East	$ 4,805,000	$ -	$ -	$ -	$ -
SRE Replacement - Small Loader w/ Blower	500,000	-	-	-	-
Access Rds and Vehicle Gates	-	1,680,000	-	-	-
Acquire Airport Operations Vehicle	40,000	-	-	-	-
Crack Seal & Painting - Airside	75,000	75,000	75,000	75,000	75,000
Crack Seal & Painting - Landside	45,000	45,000	45,000	45,000	45,000
Taxiway B North Reconstruction	-	5,005,000	-	-	-
Master Plan/ALP Update	-	800,000	-	-	-
Taxiway A Rehabilitation	-	-	600,000	-	-
Taxiway D Reconstruction & Widening	-	-	6,205,000	-	-
Taxiway F Reconstruction	-	-	-	200,000	-
General Aviation Mid Ramp Rehabilitation	-	-	-	-	2,000,000
South Building Area Taxilane Reconstruction	-	-	-	-	2,500,000
Acquire Tractor	153,300	-	-	-	-
Acquire Tool Cat Utility Vehicle	70,000	-	-	-	-
Acquire Airfield Paint Machine	200,000	-	-	-	-
Mower Attachment	75,000	-	-	-	-
Wildlife Hazard Management Plan (WHMP) Update	-	100,000	-	-	-
Hangar Demolition/Relocation - Environmental Review	-	-	-	100,000	-
Southside Utilities	929,800	-	-	-	-
Department Total	$ 6,893,100	$ 7,705,000	$ 6,925,000	$ 420,000	$ 4,620,000

Funding Sources:						
Federal Funds	$ 19,509,000					
State Funds	4,565,970					
Local: Sales Tax	-					
Local: Tax Levy	-					
Local: Special Assessments	-					
Local: Sales Tax Bonds	-					
Local: General Obligation Bonds	-					
Local: Storm Sewer Development	-					
Local: Revenue Bonds	-					
Other (Airport Reserves)	2,488,130					
Department Total	$ 26,563,100					

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ 4,774,500	$ 5,314,500	$ 5,190,000	$ 180,000	$ 4,050,000
State Funds	1,306,220	1,897,250	897,500	150,000	315,000
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (Airport Reserves)	812,380	493,250	837,500	90,000	255,000
Department Total	$ 6,893,100	$ 7,705,000	$ 6,925,000	$ 420,000	$ 4,620,000

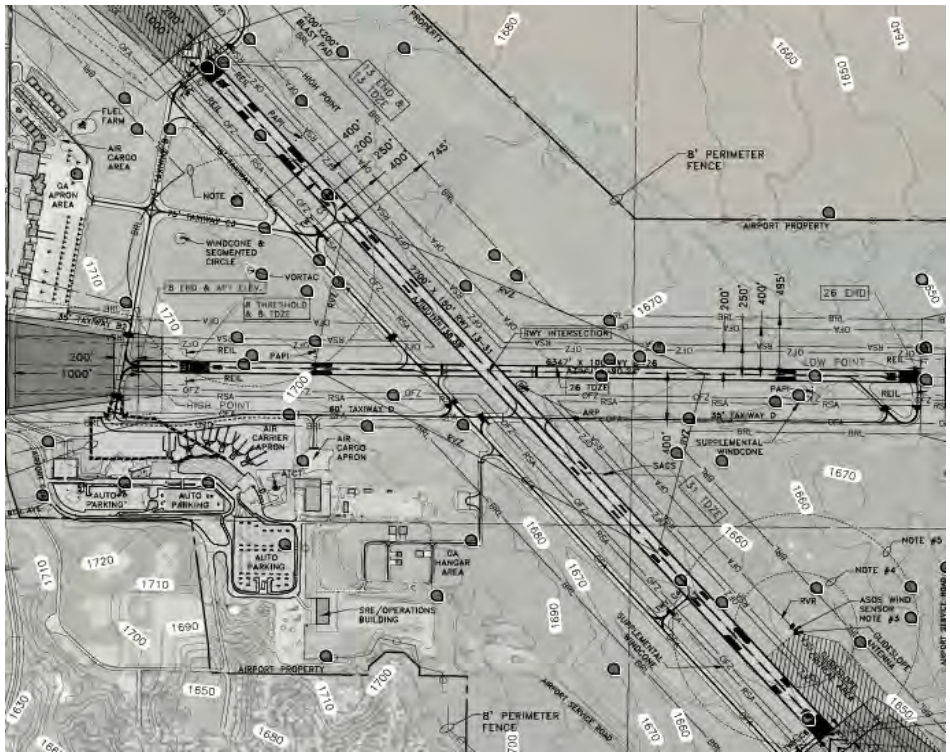
City of Minot

Capital Improvement Plan

Project Name	Crack Seal & Painting - Airside
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	94

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 375,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 375,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	337,500
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	37,500
Total Project	$ 375,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	9
	Total Score	94
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project includes the crack sealing and repainting of airport pavement. Crack sealing is necessary to maintain airport pavement until the end of its useful life. Crack sealing happens every few years to prevent larger cracking and deterioration. Consultant services will be required for the bidding, construction observation/inspection/administration, and grant closeout purposes. There are no service impacts expected to airport users . Overall operations and enplanements will not be affected. It is anticipated the project will be funded through state (NDAC - 90%) grants and the City of Minot's local shares (10%) will come from airport cash reserves.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project, as it will correct poor pavement condition and increase airfield safety.

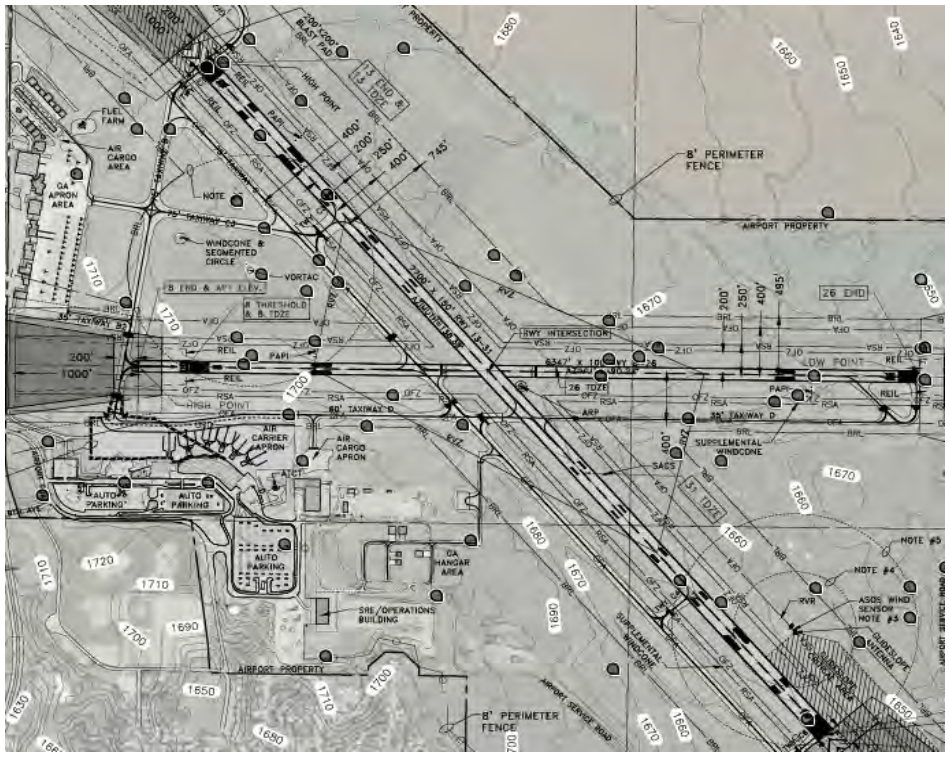
City of Minot

Capital Improvement Plan

Project Name	Crack Seal & Painting - Landside
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	84.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 225,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 225,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	112,500
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	112,500
Total Project	$ 225,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	7
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	9
	Total Score	85
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project includes the crack sealing and repainting of airport pavement. Crack sealing is necessary to maintain airport pavement until the end of its useful life. Crack sealing happens every few years to prevent larger cracking and deterioration. Consultant services will be required for the bidding, construction observation/inspection/administration, and grant closeout purposes. There are no service impacts expected to airport users . Overall operations and enplanements will not be affected. It is anticipated the project will be funded through state (NDAC - 50%) grants and the City of Minot's local shares (50%) will come from airport cash reserves.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project, as it will correct poor pavement condition and increase airfield safety.

City of Minot

Capital Improvement Plan

Project Name	Access Rds and Vehicle Gates
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	83.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Preliminary	Construction	—	—	—	
Capital Outlay	$ -	$ 1,680,000	$ -	$ -	$ -	$ 1,680,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 1,680,000	$ -	$ -	$ -	$ 1,680,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	1,512,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	168,000
Total Project	$ 1,680,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	9
Funding and Implementation Feasibility	20%	6
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	7
	Total Score	84
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The project includes rehabilitation and reconstruction of the roads that provides access to the cargo and southside hangar areas. Additionally, the replacement and addition of electronics and motors on vehicle gates along the entirety of the perimeter fence line. Repair is necessary to provide safe, secure and adequate access for vehicles (including emergency response vehicles) accessing the cargo apron, the general aviation ramps and the southside hangars. The access roads are currently in very poor condition and some are not paved. Consultant services will be required for the bidding, construction observation/inspection/administration, and grant closeout purposes. There are minimal service impacts expected to airport users. Overall operations and enplanements will not be affected.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project, as it will correct poor road condition and increase airfield safety and security.

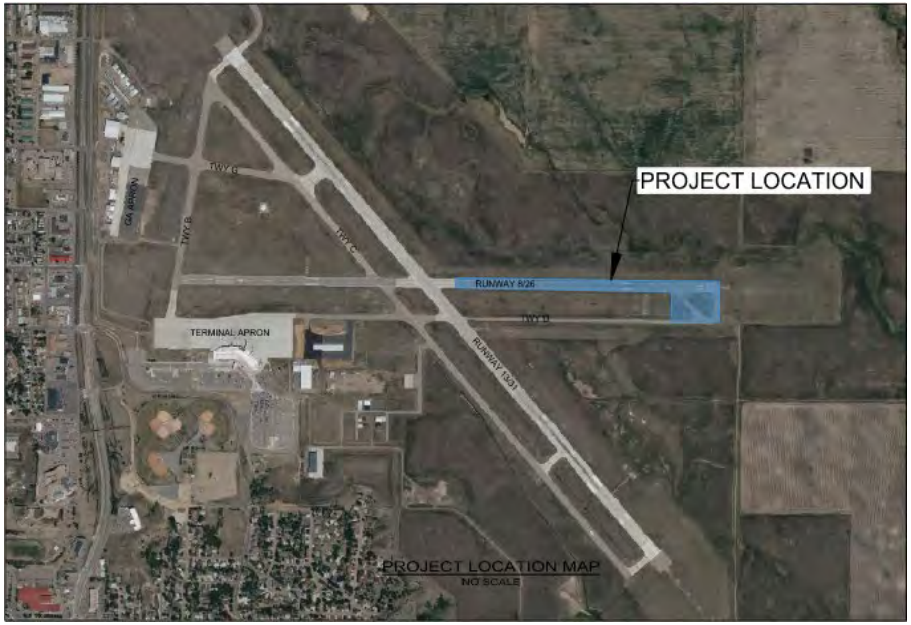
City of Minot

Capital Improvement Plan

Project Name	Runway 8/26 Rehabilitation - East
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	96

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	$ 4,805,000	$ -		$ -	$ -	$ 4,805,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 4,805,000	$ -	$ -	$ -	$ -	$ 4,805,000



Estimated Funding Sources

	Amount
Federal Funds	$ 4,324,500
State Funds	240,250
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	240,250
Total Project	$ 4,805,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	9
	Total Score	96
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

Runway 8/26 is in poor condition and needs to be rehabilitated. This project will be the second phase of the rehabilitation project. The western portion of the runway will be rehabilitated in 2026, and this project includes the portion of the runway east of the Runway 13/31 intersection. Additionally, the Runway Safety Area (RSA) will be graded to ensure compliance with FAA safety regulations. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected. It is anticipated that this project will be funded through federal (FAA - 90%), and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash reserves. FAA Discretionary funds will be sought for this project.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for 2027, as it will correct poor pavement condition, non-standard FAA grading, and airfield lighting improvements. The combination of projects are the result of multiple studies and recommendations from various entities and projects including the airport Master Plan Update, state sponsored pavement studies, a special Safety Risk Management (SRM) initiative, and annual Runway Safety Action Team (RSAT) meetings.

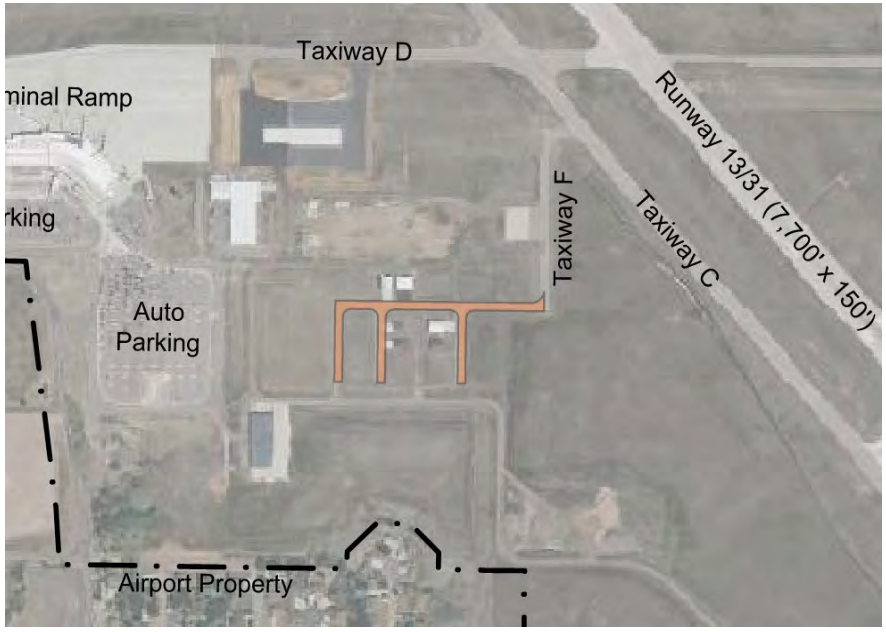
City of Minot

Capital Improvement Plan

Project Name	Southside Utilities
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	3
Scoring	54

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	$ 929,800	$ -	$ -	$ -	$ -	$ 929,800
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 929,800	$ -	$ -	$ -	$ -	$ 929,800



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	836,820
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	92,980
Total Project	$ 929,800

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	3
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	54
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The project started in 2026 to install sewer, water, and gas utilities to the South Hangar Area at Minot International Airport to support current and future development, enhance operational capacity, and improve infrastructure reliability. Unforeseen issues with the sewer flow rates were not anticipated in the original cost estimate and a more expensive solution will need to be designed. Therefore the construction of the water and sewer is anticipated to occur in 2027, unless the NDAC can come up with the funding in 2026. It is anticipated that this project will be funded through state (NDAC - 90%) grants. The City of Minot's local share (10%) will come from airport cash reserves.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for year 2027 , as it will improve development opportunities and future revenues.

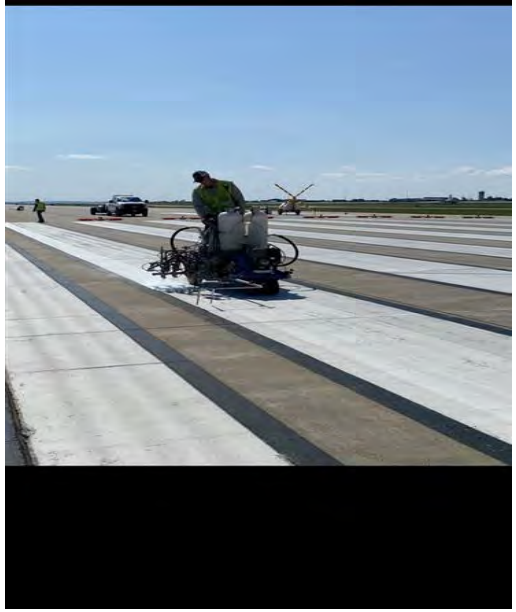
City of Minot

Capital Improvement Plan

Project Name	Acquire Airfield Paint Machine
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	2
Scoring	68.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Purchase	—	—	—	—	
Capital Outlay	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	
Total Project	$ -

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	5
Funding and Implementation Feasibility	20%	6
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	8
	Total Score	69
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project includes acquisition of an airfield paint machine. the acquisition will allow the aiport to rehabilitate airfield painting easier and more efficiently in the future, saving the airport time and money on these maintenance projects. It is anticipated that this project will be fundedthrough City of Minot's Airport revenue (100%) will come from airport revenue.

2. Describe the ranking of this request in comparison to other requests within the department.

As equipment ages it becomes more unreliable and costlier to maintain. If the existing mower were to become inoperable, there would be significant impacts to miantenanceoperations at the airport and, therefore, to revenue generating activities that take place.

City of Minot

Capital Improvement Plan

Project Name	Mower Attachment
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	2
Scoring	60

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Purchase	—	—	—	—	
Capital Outlay	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	37,500
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	37,500
Total Project	$ 75,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	8
	Total Score	60
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project includes acquisition of a mower attachment for the SRE being purchased this year. Consultant services will be needed to provide design and specifications of new FAA approved equipment and to provide related administrative services such as advertising, bidding, contracting, and grant closeout reports. It is anticipated that this project will be funded through state (NDAC - 50%) grants. The City of Minot's local share (50%) will come from airport revenue.

2. Describe the ranking of this request in comparison to other requests within the department.

As equipment ages it becomes more unreliable and costlier to maintain. If the existing mower were to become inoperable, there would be significant impacts to mowing operations at the airport and, therefore, to revenue generating activities that take place.

City of Minot

Capital Improvement Plan

Project Name	Acquire Airport Operations Vehicle
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	81

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Purchase	—	—	—	—	
Capital Outlay	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	40,000
Total Project	$ 40,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	9
Funding and Implementation Feasibility	20%	5
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	9
Public and Stakeholder Support	5%	10
	Total Score	81
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
This project includes acquisition of a GMC Sierra 2500 for airport operations. It is anticipated the project will be funded the City of Minot's Airport Revenue (100%).

2. Describe the ranking of this request in comparison to other requests within the department.
The pickup truck is required for continued maintenance and operations of the airport facility. Existing equipment is beyond its useful life and no longer serviceable. Operating and maintaining existing equipment is becoming costly and exceeding operating budgets for equipment. The vehicle is also used to test runway friction by mounting the recently acquired Continuous Friction Measuring Equipment (CFME) to it. This allows real time runway condition reporting, enhancing airport safety.

City of Minot

Capital Improvement Plan

Project Name	SRE Replacement - Small Loader w/ Blower
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	94

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Purchase	—	—	—	—	
Capital Outlay	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000



Estimated Funding Sources

	Amount
Federal Funds	$ 450,000
State Funds	25,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	25,000
Total Project	$ 500,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	9
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	94
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project will replace existing airport snow removal equipment that has reached its useful life. The specific piece to be replaced will be determined closer to the year of replacement based on equipment condition and priorities. At this time it is planned to be a loader with a blower attachment. Per FAA standards, adequate snow removal equipment is required for snow and ice control at airports. For MOT, the clearance standard is one half hour to clear one inch of snow in all Priority 1 areas. Priority 1 areas include RW 13-31, Commercial Apron, ARFF station and Apron, and Taxiways. Consultant services will be needed to provide design and specifications of new FAA approved equipment and to provide related administrative services such as advertising, bidding, contracting, and grant closeout reports. It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%)

2. Describe the ranking of this request in comparison to other requests within the department.

As equipment ages it becomes more unreliable and costlier to maintain. If the existing loader were to become inoperable, there would be significant impacts to snow removal operations at the airport and, therefore, to revenue generating activities that take place.

City of Minot

Capital Improvement Plan

Project Name	Acquire Tool Cat Utility Vehicle
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	2
Scoring	73

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Purchase	—	—	—	—	
Capital Outlay	$ 70,000	$ -	$ -	$ -	$ -	$ 70,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 70,000	$ -	$ -	$ -	$ -	$ 70,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	70,000
Total Project	$ 70,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	8
Funding and Implementation Feasibility	20%	6
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	8
	Total Score	73
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project includes acquisition of Tool Cat Utility Vehicle. It is anticipated the project will be funded City of Minot's local shares (100%) will come from airport revenue.

2. Describe the ranking of this request in comparison to other requests within the department.

The airport currently uses a golf cart for perimeter inspections and the existing one is beyond its useful life. The airport wishes to acquire a new ATV for inspection and other operations functions.
Operating and maintaining existing equipment is becoming costly and exceeding operating budgets for equipment.

City of Minot

Capital Improvement Plan

Project Name	Acquire Tractor
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	2
Scoring	75

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Purchase	—	—	—	—	
Capital Outlay	$ 153,300	$ -	$ -	$ -	$ -	$ 153,300
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 153,300	$ -	$ -	$ -	$ -	$ 153,300



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	76,650
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	76,650
Total Project	$ 153,300

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	8
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	8
	Total Score	75
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project includes acquisition of a tractor for airport staff. It is anticipated that this project will be funded through state (NDAC - 50%) grants. The City of Minot's local share (50%) will come from airport cash reserves.

2. Describe the ranking of this request in comparison to other requests within the department.

As equipment ages it becomes more unreliable and costlier to maintain. If an existing tractor were to become inoperable, there would be significant impacts to mowing operations at the airport and, therefore, to revenue generating activities that take place.

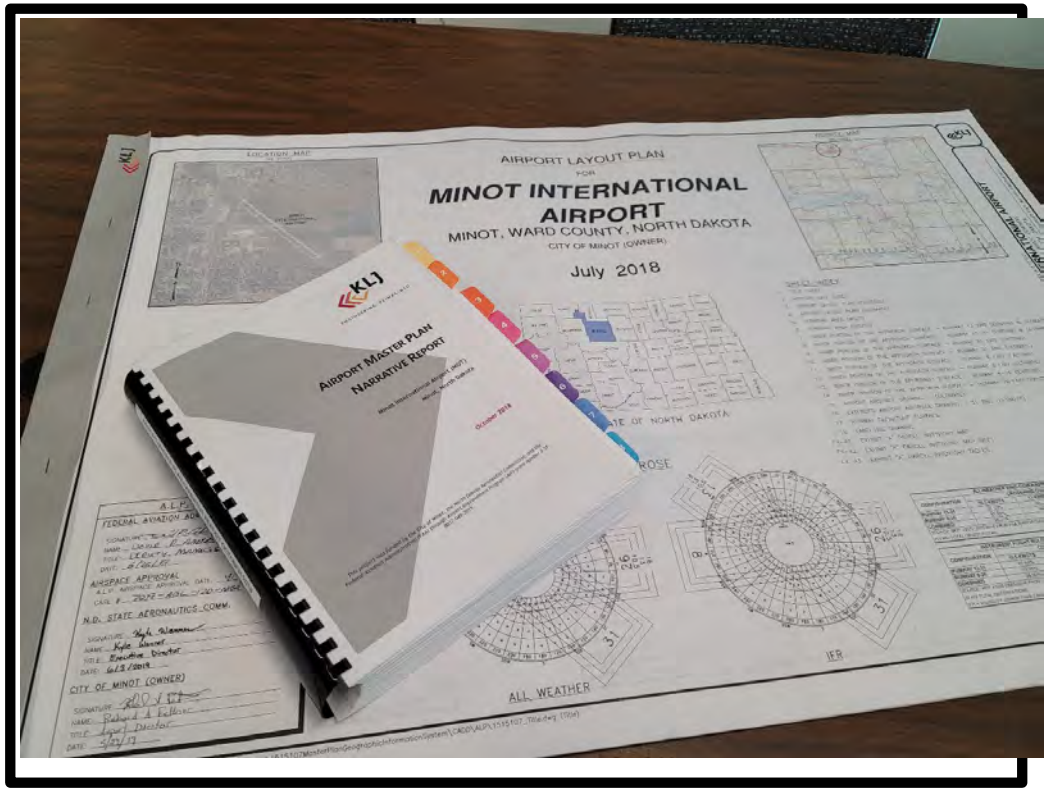
City of Minot

Capital Improvement Plan

Project Name	Master Plan/ALP Update
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	85.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Preliminary	—	—	—	
Capital Outlay	$ -	$ 800,000	$ -	$ -	$ -	$ 800,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 800,000	$ -	$ -	$ -	$ 800,000



Estimated Funding Sources

	Amount
Federal Funds	$ 720,000
State Funds	40,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	40,000
Total Project	$ 800,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	7
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	9
	Total Score	86
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The FAA recommends the airport update the Master Plan and ALP every 10-15 years to address and acknowledge the changes in aviation activity at the airport and to reevaluate the previous planning study to see if it meets the current aviation trends. The master plan and FAA-approved ALP must meet FAA advisory circular requirements and identified the airport's future needs. An updated ALP is required to be eligible for federal funding opportunities. It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport revenues.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2027 through 2031, as it will ensure eligibility for federal funding opportunities in the future, and will justify and sequence any future maintenance and development projects.

City of Minot

Capital Improvement Plan

Project Name	Taxiway B North Reconstruction
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	95.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	—	—	—	
Capital Outlay	$ -	$ 5,005,000		$ -	$ -	$ 5,005,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 5,005,000	$ -	$ -	$ -	$ 5,005,000



Estimated Funding Sources

	Amount
Federal Funds	$ 4,504,500
State Funds	250,250
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	250,250
Total Project	$ 5,005,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	10
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	10
	Total Score	96
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

Taxiway B is reaching the end of its useful life and requires reconstruction. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected. It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport revenue.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for 2028, as it will correct poor pavement condition, non-standard FAA geometry, and airfield lighting improvements. This project was the result of multiple studies and recommendations from various entities and projects including the airport Master Plan Update, state sponsored pavement studies, a special Safety Risk Management (SRM) initiative, and annual Runway Safety Action Team (RSAT) meetings.

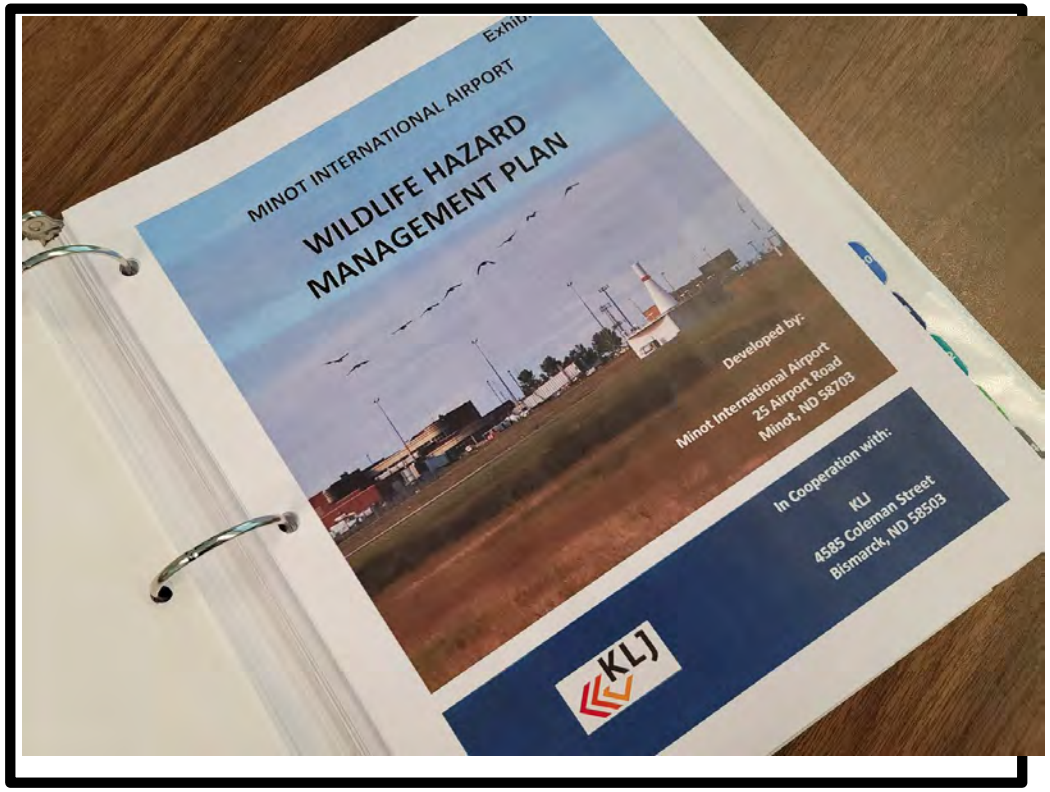
City of Minot

Capital Improvement Plan

Project Name	Wildlife Hazard Management Plan (WHMP)
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	2
Scoring	73

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Preliminary	—	—	—	
Capital Outlay	$ -	$ 100,000	$ -	$ -	$ -	$ 100,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 100,000	$ -	$ -	$ -	$ 100,000



Estimated Funding Sources

	Amount
Federal Funds	$ 90,000
State Funds	5,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	5,000
Total Project	$ 100,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	10
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	73
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

MOT is required by the FAA to conduct a wildlife hazard assessment and to maintain a wildlife hazard management plan (WHMP). It is recommended that the airport complete a new WHMP every 10 years to assess the existing conditions and to update the recommendations to reduce wildlife hazards. The previous WHMP was completed in 2016. It is anticipated that this project will be funded through federal (FAA - 90%), and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport revenues.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project, as it will identify any safety risks associated with wildlife hazards at the airport. The plan developed will be critical to protect the safety of the users of the airport and the investments on the airfield.

City of Minot

Capital Improvement Plan

Project Name	Taxiway A Rehabilitation
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	91.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	Construction	—	—	
Capital Outlay	$ -	$ -	$ 600,000	$ -	$ -	$ 600,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ 600,000	$ -	$ -	$ 600,000



Estimated Funding Sources

	Amount
Federal Funds	$ 540,000
State Funds	30,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	30,000
Total Project	$ 600,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	10
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	92
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

Taxiway A is reaching the end of its useful life and requires rehabilitation. This taxiway provides access to the Air Museum. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected. It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport revenues.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2027 through 2031, as it will correct poor pavement condition and increase airfield safety.

City of Minot

Capital Improvement Plan

Project Name	Taxiway D Reconstruction & Widening
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	88.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	Construction	—	—	
Capital Outlay	$ -	$ -	$ 6,205,000	$ -	$ -	$ 6,205,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ 6,205,000	$ -	$ -	$ 6,205,000



Estimated Funding Sources

	Amount
Federal Funds	$ 4,650,000
State Funds	777,500
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	777,500
Total Project	$ 6,205,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	9
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	9
Public and Stakeholder Support	5%	10
	Total Score	89
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

Taxiway D is reaching the end of its useful life and requires reconstruction. Additionally, the taxiway is not wide enough to accommodate the larger, commercial aircraft that operate on Runway 8/26. Widening the taxiway to accommodate these aircraft will be accomplished as part of this project. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected. It is anticipated that this project will be funded through federal and state grants. However, widening the taxiway is not eligible for federal funding. The rates shown above are an estimate of funding eligiblity. The City of Minot's local share will come from airport revenues and cash reserves.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2027 through 2031, as it will correct poor pavement condition and increase airfield safety.

City of Minot

Capital Improvement Plan

Project Name	Hangar Demolition/Relocation - Environment
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	2
Scoring	77.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	Preliminary	—	
Capital Outlay	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	50,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	50,000
Total Project	$ 100,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	8
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	10
	Total Score	78
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

An airport-owned hangar requires demolition or relocation due to its age, condition, and proposed future development. The project will complete an Environmental Assessment (EA) or required NEPA review to evaluate the impacts of the potential removal. The EA will take approximately one year to complete, and follow FAA guidance for review. It is anticipated the project will be funded through state (NDAC - 50%) grants and the City of Minot's local shares (50%) will come from airport cash revenues.

2. Describe the ranking of this request in comparison to other requests within the department.

The FAA has indicated the removal will require review under the National Environmental Policy Act (NEPA) by completing and Environmental Assessment. The study and removal is not eligible for FAA funding. The area is identified for redevelopment to meet future growth needs for the airport.

City of Minot

Capital Improvement Plan

Project Name	Taxiway F Reconstruction
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	92.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	Construction	—	
Capital Outlay	$ -	$ -	$ -	$ 200,000	$ -	$ 200,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ 200,000	$ -	$ 200,000



Estimated Funding Sources

	Amount
Federal Funds	$ 180,000
State Funds	10,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	10,000
Total Project	$ 200,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	9
Funding and Implementation Feasibility	20%	10
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	9
Public and Stakeholder Support	5%	10
	Total Score	93
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

Taxiway F is reaching the end of its useful life and requires reconstruction. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected. It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport cash revenue.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2027 through 2031, as it will correct poor pavement condition and increase airfield safety.

City of Minot

Capital Improvement Plan

Project Name	General Aviation Mid Ramp Rehabilitation
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	92

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	—	Construction	
Capital Outlay	$ -	$ -	$ -	$ -	$ 2,000,000	$ 2,000,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ -	$ 2,000,000	$ 2,000,000



Estimated Funding Sources

	Amount
Federal Funds	$ 1,800,000
State Funds	100,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	100,000
Total Project	$ 2,000,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	10
	Total Score	92
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The middle portion of pavement on the general aviation ramp is reaching the end of its useful life and requires reconstruction. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected. It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport revenues.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2027 through 2031, as it will correct poor pavement condition and increase airfield safety.

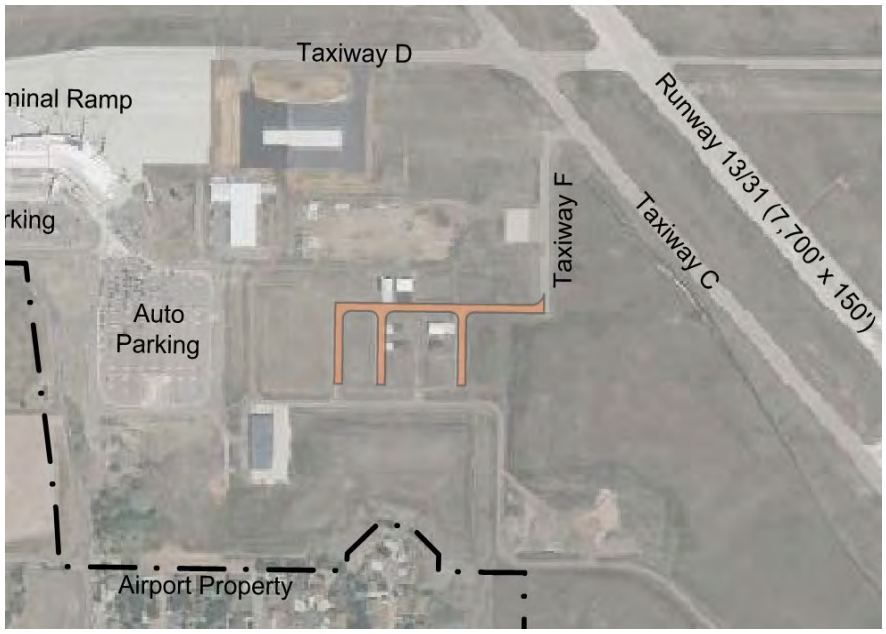
City of Minot

Capital Improvement Plan

Project Name	South Building Area Taxilane Reconstruction
Project Fund	Airport (Fund 110)
Department	Airport
Project Number	N/A
Tier	1
Scoring	92

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	—	Construction	
Capital Outlay	$ -	$ -	$ -	$ -	$ 2,500,000	$ 2,500,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ -	$ 2,500,000	$ 2,500,000



Estimated Funding Sources

	Amount
Federal Funds	$ 2,250,000
State Funds	125,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Airport Fund Reserves	125,000
Total Project	$ 2,500,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	10
	Total Score	92
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The South Building Area taxilane pavement is reaching the end of its useful life and requires reconstruction. Consultant services will be required for the design/engineering, bidding, construction observation/inspection/administration, and grant closeout purposes. Service impacts to airport users will be moderate due to the location of the project. Overall operations and enplanements will not be affected. It is anticipated that this project will be funded through federal (FAA - 90%) and state (NDAC - 5%) grants. The City of Minot's local share (5%) will come from airport revenues.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will be a high priority project for years 2027 through 2031, as it will correct poor pavement condition and increase airfield safety.

Appendix B – Engineering Worksheets

City of Minot

Capital Improvement Plan

Department Summary

Department: **Engineering**

Projects:	**Tier**	**Scoring**	**Start Year**	**Finish Year**	**Total 5-Year Costs**
3rd Street Bridge Repairs	1	87	2027	2027	$ 2,307,000
16th St SW Interchange Rehabilitation	1	96	2027	2028	7,465,359
3rd St E and Central Ave Reconstruction	1	86.5	2027	2029	22,360,700
Traffic Signal Replacements	1	81	2027	2031	2,143,100
City Bridge Rehabilitation	1	90.5	2027	2031	2,655,000
Broadway ADA Ramp Improvements	1	82.5	2028	2028	880,000
16th St SW Reconstruction Phase 2	1	84	2028	2028	10,876,400
2027 Edison Safe Routes to School	2	69	2027	2027	1,322,900
Street Light LED Conversion	2	66.5	2027	2031	625,000
Street Light Feed Point Replacement	2	76	2027	2031	325,000
3rd St Bridge Replacement	2	79	2027	2031	55,680,000
16th Avenue SE Sidewalk	2	67.5	2028	2028	360,000
North Broadway Airport Street Lighting	2	71.5	2028	2029	350,000
Minot Elementary School Lighting HSIP	2	71.5	2028	2029	1,597,000
11th Avenue SE Sidewalk	2	69.5	2029	2029	1,040,000
South Broadway Reconstruction	2	74.5	2030	2030	45,473,026
27th St NE Grade Separation	3	53	2027	2027	2,600,000
Eastwood Park Bridge Rehabilitation	3	55	2027	2029	760,000
2028 Highway Safety Improvement	3	54	2028	2028	83,600
Hiawatha Slope Stability	3	46.5	2028	2029	2,559,000
City Hall Site Improvements	3	53	2028	2029	1,118,000
2nd Avenue and Main Street Pocket Park	3	29	2029	2030	639,000
17th and 18th Ave SE Extensions	3	47.5	2030	2031	1,010,000
Department Total					$ 164,230,085

Project Costs by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
3rd Street Bridge Repairs	$ 2,307,000	$ -	$ -	$ -	$ -
16th St SW Interchange Rehabilitation	7,125,359	340,000	-	-	-
3rd St E and Central Ave Reconstruction	12,000,000	600,000	9,760,700	-	-
Traffic Signal Replacements	666,000	-	698,000	-	779,100
City Bridge Rehabilitation	175,000	950,000	200,000	1,120,000	210,000
Broadway ADA Ramp Improvements	-	880,000	-	-	-
16th St SW Reconstruction Phase 2	-	10,876,400	-	-	-
2027 Edison Safe Routes to School	1,322,900	-	-	-	-
Street Light LED Conversion	125,000	125,000	125,000	125,000	125,000
Street Light Feed Point Replacement	55,000	60,000	65,000	70,000	75,000
3rd St Bridge Replacement	300,000	50,000	30,000	4,000,000	51,300,000
16th Avenue SE Sidewalk	-	360,000	-	-	-
North Broadway Airport Street Lighting	-	40,000	310,000	-	-
Minot Elementary School Lighting HSIP	-	145,000	1,452,000	-	-
11th Avenue SE Sidewalk	-	-	1,040,000	-	-
South Broadway Reconstruction	-	-	-	45,473,026	-
27th St NE Grade Separation	2,600,000	-	-	-	-
Eastwood Park Bridge Rehabilitation	100,000	-	660,000	-	-
2028 Highway Safety Improvement	-	83,600	-	-	-
Hiawatha Slope Stability	-	738,000	1,821,000	-	-
City Hall Site Improvements	-	145,000	973,000	-	-
2nd Avenue and Main Street Pocket Park	-	-	-	73,000	566,000
17th and 18th Ave SE Extensions	-	-	-	110,000	900,000
Department Total	$ 26,776,259	$ 15,393,000	$ 17,134,700	$ 50,971,026	$ 53,955,100

Funding Sources:	
Federal Funds	$ 102,208,521
State Funds	28,835,364
Local: Sales Tax	14,959,200
Local: Tax Levy	-
Local: Special Assessments	1,010,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	4,000,000
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (water/sewer reserves)	13,217,000
Department Total	$ 164,230,085

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ 11,179,529	$ 6,526,550	$ 5,906,800	$ 37,555,642	$ 41,040,000
State Funds	7,003,500	2,961,580	5,892,900	9,717,384	3,260,000
Local: Sales Tax	4,773,230	1,604,870	2,438,000	1,388,000	4,755,100
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	110,000	900,000
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	4,000,000
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (water/sewer reserves)	3,820,000	4,300,000	2,897,000	2,200,000	-
Department Total	$ 26,776,259	$ 15,393,000	$ 17,134,700	$ 50,971,026	$ 53,955,100

City of Minot

Capital Improvement Plan

Project Name	3rd Street Bridge Repairs
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	1
Scoring	87

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Operation	Operation	Operation	Operation	
Capital Outlay	$ 2,307,000	$ -	$ -	$ -	$ -	$ 2,307,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 2,307,000	$ -	$ -	$ -	$ -	$ 2,307,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	1,153,500
Local: Sales Tax	1,153,500
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 2,307,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	6
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	10
	Total Score	87
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project includes repairs needed to keep the 3rd Street Bridge in service while a bridge replacement project is planned. The costs include repairs that are currently under design in 2026 and repairs that are denoted as immediate in the Condition Report from KLJ. Costs taken from the report are from the high end of the report in hopes that the repairs will come in under this amount. Costs are assumed to be split between state Hub City Oil & Gas and Sales Tax.

2. Describe the ranking of this request in comparison to other requests within the department.

The project has a very high ranking in the engineering department. The project will address a critical asset in our community and make the bridge serviceable and safe until a new bridge can be designed and constructed. The 2025 public survey has shown support for keeping the 3rd St Bridge in service.

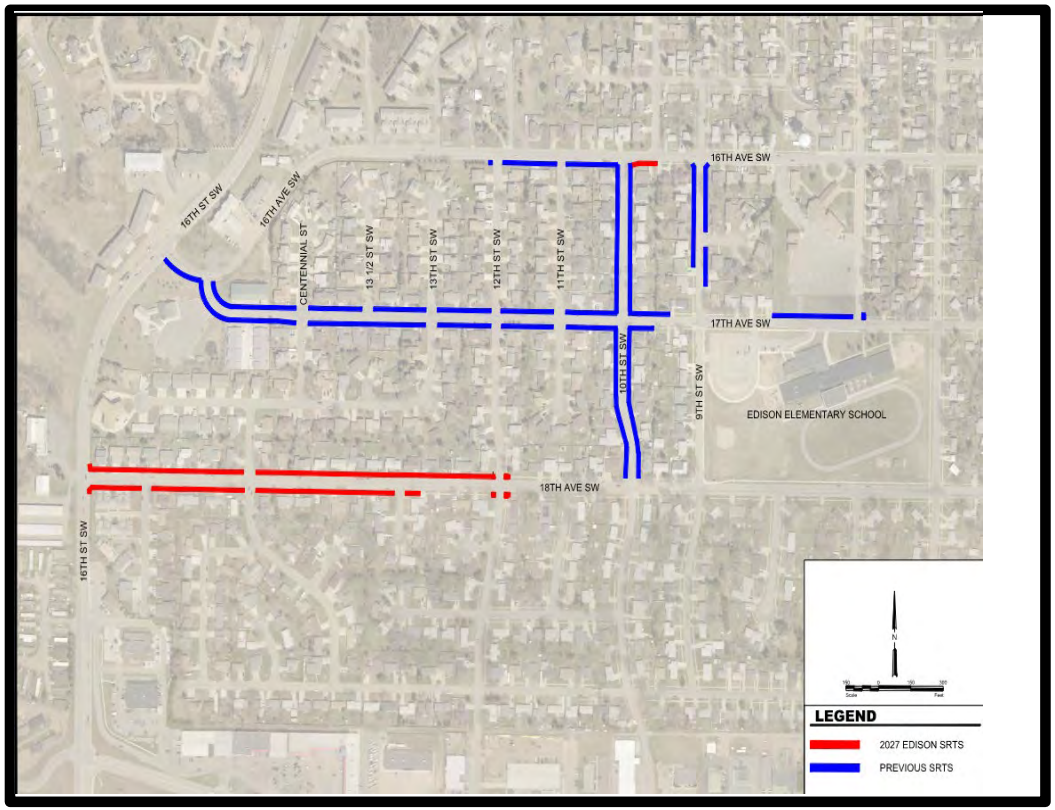
City of Minot

Capital Improvement Plan

Project Name	2027 Edison Safe Routes to School
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	2
Scoring	69

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Operation	Operation	Operation	Operation	
Capital Outlay	$ 1,322,900	$ -	$ -	$ -	$ -	$ 1,322,900
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 1,322,900	$ -	$ -	$ -	$ -	$ 1,322,900



Estimated Funding Sources

	Amount
Federal Funds	$ 874,170
State Funds	-
Local: Sales Tax	448,730
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 1,322,900

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	10
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	7
	Total Score	69
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The 2027 Edison Safe Routes to School project will install sidewalks in the Edison Elementary School neighborhood on 16th Ave and 18th Ave SW. The installation of these sidewalks will help complete an east/west network from Broadway to 16th St SW where a shared use path exists. Federal funding has been programmed for 2027 and engineering is underway.

2. Describe the ranking of this request in comparison to other requests within the department.

The engineering department ranks this project high in priority as federal funds have been programmed for 2027 and engineering has started. The project addresses pedestrian safety in a neighborhood that lacks existing sidewalks. This project is likely the last project to be constructed from the original Safe Routes to School study from 2010.

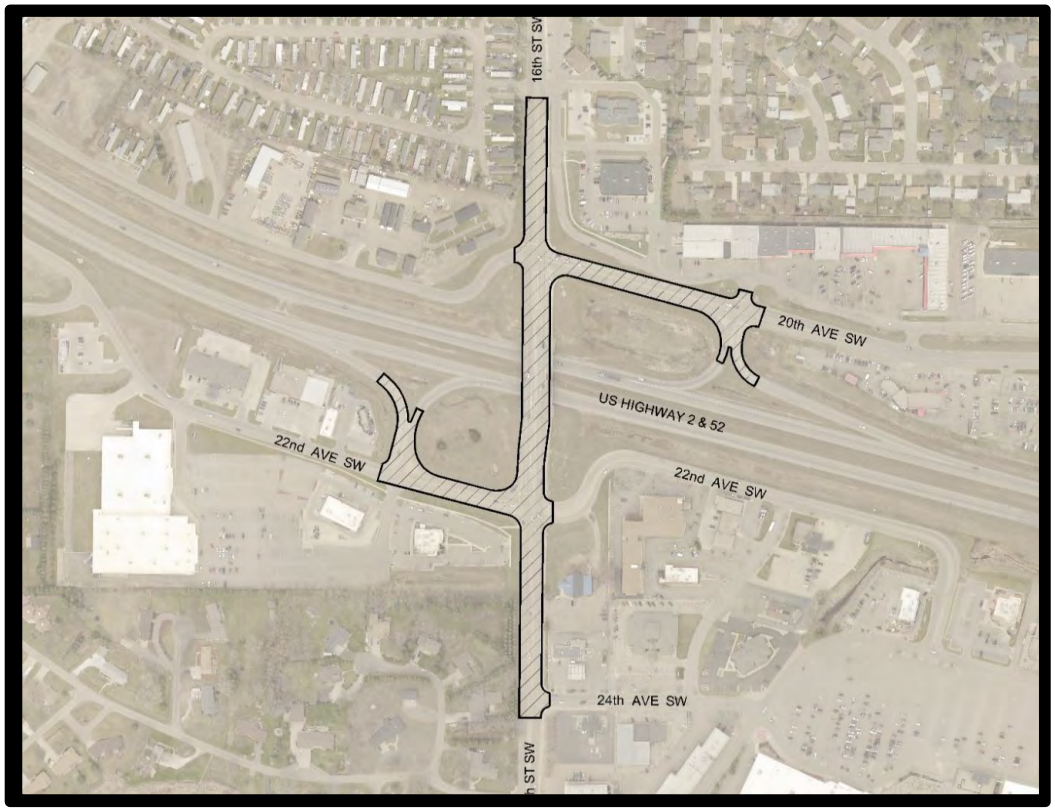
City of Minot

Capital Improvement Plan

Project Name	16th St SW Interchange Rehabilitation
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	4753
Tier	1
Scoring	96

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Construction	Operation	Operation	Operation	
Capital Outlay	$ 7,125,359	$ 340,000	$ -	$ -	$ -	$ 7,465,359
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 7,125,359	$ 340,000	$ -	$ -	$ -	$ 7,465,359



Estimated Funding Sources

	Amount
Federal Funds	$ 3,900,359
State Funds	1,500,000
Local: Sales Tax	2,065,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 7,465,359

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	10
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	9
Public and Stakeholder Support	5%	10
	Total Score	96
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The 16th St SW Interchange over US 2/52 was built in the late 1980s and is in need to maintenance. The project will include bridge approach slab replacements, a deck overlay, the replacement of three traffic signals, diamond grinding the pavement, and correcting the offset left turn lanes to the extent possible. A separate NDDOT bridge painting project will also paint the structure in 2028.

2. Describe the ranking of this request in comparison to other requests within the department.

This project scores very high due to the availability of federal funding and the classification of the roadway. The interchange must be kept in good condition due to the amount of traffic that it carries. Federal funds are comitted to 2027. The state also awarded Flex Funds in the amount of $1.5 million towards the project.

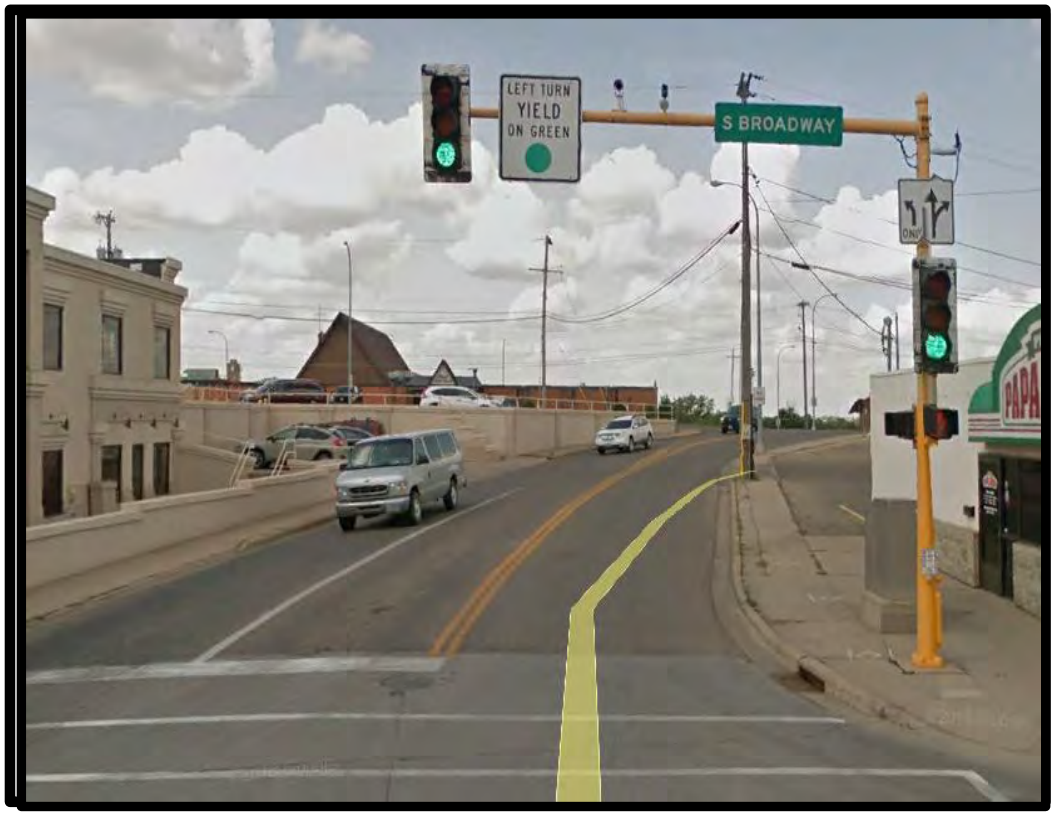
City of Minot

Capital Improvement Plan

Project Name	Traffic Signal Replacements
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	1
Scoring	81

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Operation	Operation	Operation	Operation	
Capital Outlay	$ 666,000	$ -	$ 698,000	$ -	$ 779,100	$ 2,143,100
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 666,000	$ -	$ 698,000	$ -	$ 779,100	$ 2,143,100



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	2,143,100
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 2,143,100

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	10
	Total Score	81
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project replaces several aging traffic signal systems, some of which are nearly 50 years old. The City has replaced many of the oldest signals with new poles and mast arms, new equipment, and modern technology. There are four signals left that need complete replacement that are also not part of a planned NDDOT replacement project. After the signals are replaced, the City can get back to more routine equipment replacements.

2. Describe the ranking of this request in comparison to other requests within the department.

This project ranks very high for the engineering department due to these traffic signal's ages. Many are well past the design life of a typical signal and are showing significant signs of fatigue. All of the signals are on arterial roadways and are key pieces of traffic related infrastructure. Replacing the signals and keeping the equipment current will support the safety and regulatory compliance we must follow. Improving traffic flow on city streets is a constant request from the public. Newer signals are able to be more effectively programmed.

City of Minot

Capital Improvement Plan

Project Name	2028 Highway Safety Improvement
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	3
Scoring	54

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Construction	Operation	Operation	Operation	
Capital Outlay	$ -	$ 83,600	$ -	$ -	$ -	$ 83,600
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 83,600	$ -	$ -	$ -	$ 83,600



Estimated Funding Sources

	Amount
Federal Funds	$ 75,150
State Funds	3,580
Local: Sales Tax	4,870
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 83,600

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	5
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	2
Public and Stakeholder Support	5%	8
	Total Score	54
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The proposed 2028 Highway Safety Improvement Program project is to implement six dynamic speed feedback signs throughout the City of Minot. A majority of these locations are on Broadway (US Highway 83) and are an attempt to control speed limits for vehicles entering the city.

2. Describe the ranking of this request in comparison to other requests within the department.

As part of the Broadway Corridor Study, speeds in excess of 10 mph over the speed limit were seen on the outskirts of the Broadway Corridor. This is correlated to an increase in crash severity rates as well as increased difficulty crossing the Broadway corridor. With the addition of dynamic speed feedback signs, it is anticipated that there will be a reduction in overall speeds and an increased conformance with posted speed limits.

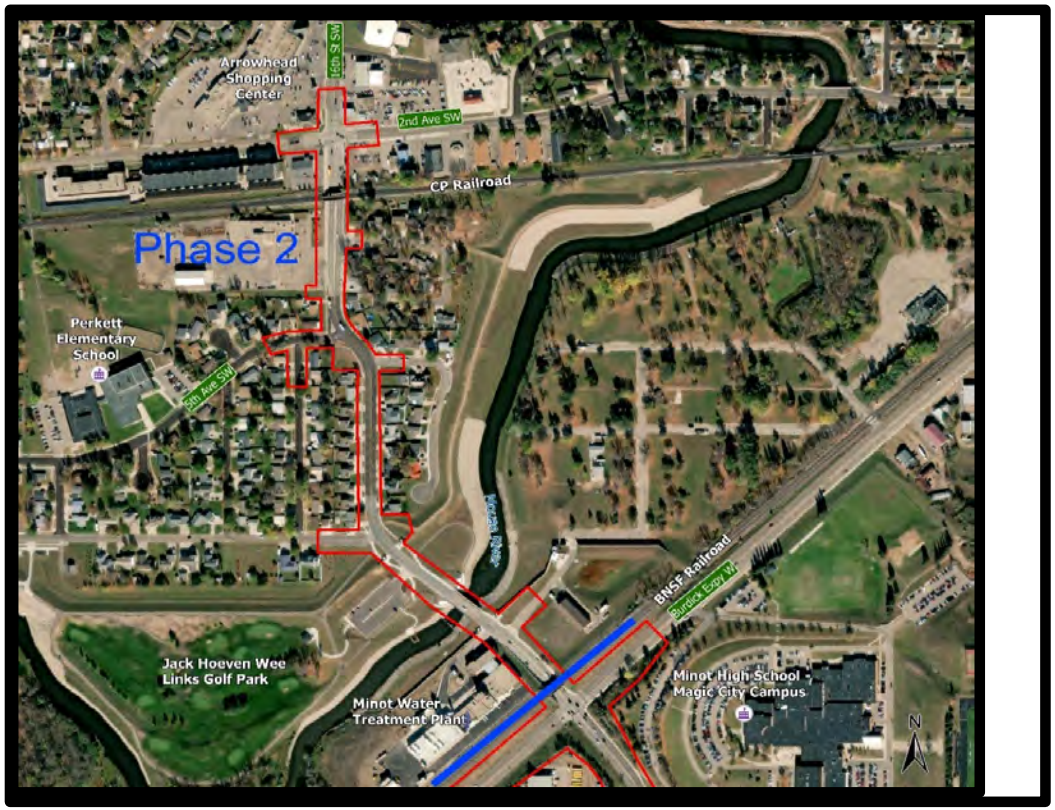
City of Minot

Capital Improvement Plan

Project Name	16th St SW Reconstruction Phase 2
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	4780.1
Tier	1
Scoring	84

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Construction	Operation	Operation	Operation	
Capital Outlay	$ -	$ 10,876,400	$ -	$ -	$ -	$ 10,876,400
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 10,876,400	$ -	$ -	$ -	$ 10,876,400



Estimated Funding Sources

	Amount
Federal Funds	$ 5,376,400
State Funds	1,200,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Water-Sewer-Storm Fund Reserves	4,300,000
Total Project	$ 10,876,400

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	7
Asset Condition and Maintenance Needs	25%	9
Funding and Implementation Feasibility	20%	10
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	8
	Total Score	84
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
The 16th St corridor from 2nd Ave SW to Burdick Expressway SW will be reconstructed in 2028. The new section will be concrete with improved drainage. The signal at 2nd Ave will be replaced and the corridor brought up to ADA compliance. A roundabout is proposed at 5th Avenue SW and/or 7th Avenue SW depending on public input and the section will be reduced to a 3 lane section. The underground utilities will be removed and replaced.
2. Describe the ranking of this request in comparison to other requests within the department.
The pavement section must be constantly patched. The utilities are breaking and date back to the 1960s. The corridor is at the end of its useful life. Design will start in 2026 with federal funds programmed for 2028 construction. There are several critical utilities under 16th St SW which include 14" and 16" water transmission lines and a 30" raw water line from the Minot aquifer. A 54" trunk storm line also needs replacement.

City of Minot

Capital Improvement Plan

Project Name	3rd St Bridge Replacement
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	4987
Tier	2
Scoring	79

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Design	Design	Design	Construction	
Capital Outlay	$ 300,000	$ 50,000	$ 30,000	$ 4,000,000	$ 51,300,000	$ 55,680,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 300,000	$ 50,000	$ 30,000	$ 4,000,000	$ 51,300,000	$ 55,680,000



Estimated Funding Sources

	Amount
Federal Funds	$ 41,040,000
State Funds	7,640,000
Local: Sales Tax	3,000,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	4,000,000
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 55,680,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	2
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	10
	Total Score	79
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The 3rd Street bridge, which was built in 1936 is showing deterioration on structural members that will be addressed soon. However, with the bridge being close to 90 years old a replacement bridge must be programmed. Over the next several years, funding must be allocated for easement and property acquisitions, design engineering, and federal construction grant procurement. It will be difficult to afford the bridge without federal investment.

2. Describe the ranking of this request in comparison to other requests within the department.

The bridge carries 3rd St NE, a minor arterial with over 8,000 ADT. 3rd St is one of the primary north-south roadways in Minot and distributes arterial traffic to downtown, east Minot, and portions of north hill. 3rd St is a critical link in the City's transportation network. The 2025 public survey shows public support for keeping 3rd St Bridge in service.

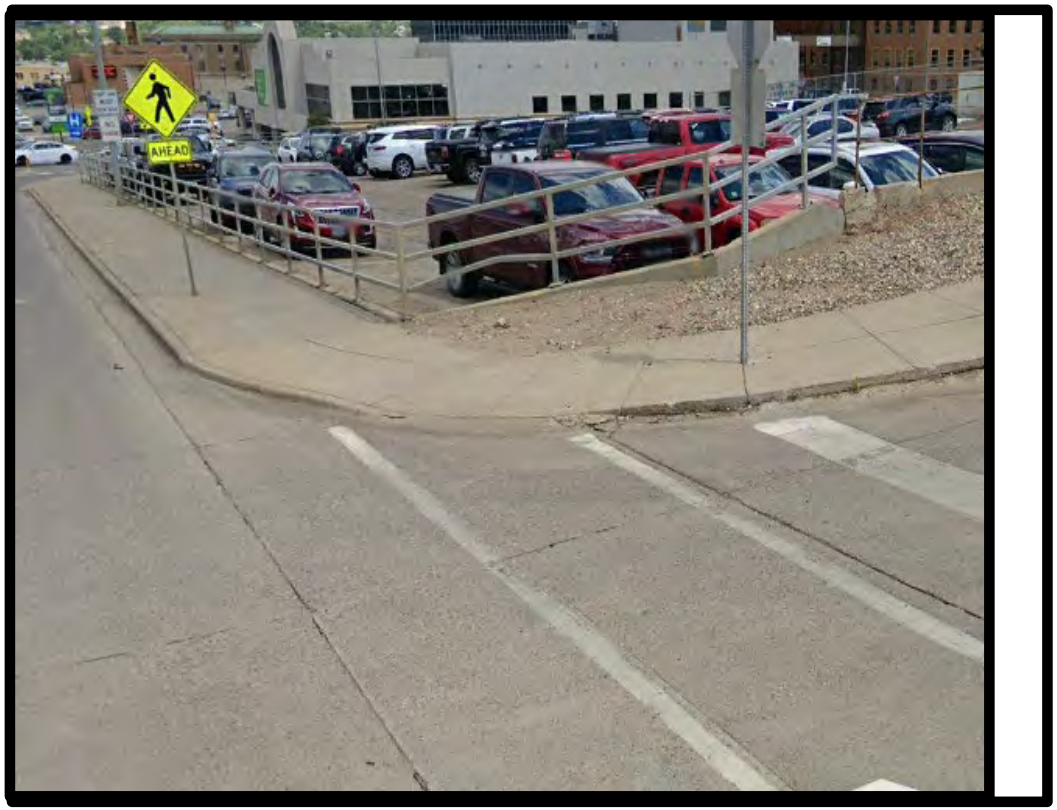
City of Minot

Capital Improvement Plan

Project Name	Broadway ADA Ramp Improvements
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	4920
Tier	1
Scoring	82.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Construction	Operation	Operation	Operation	
Capital Outlay	$ -	$ 880,000	$ -	$ -	$ -	$ 880,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 880,000	$ -	$ -	$ -	$ 880,000



Estimated Funding Sources

	Amount
Federal Funds	$ 800,000
State Funds	80,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 880,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	5
	Total Score	83
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
The NDDOT has created a standalone ADA pedestrian ramp project along Broadway from 5th Avenue SW to 20th Avenue SW in 2028. The project will replace curb ramps to ADA compliant ramps. The NDDOT has schedule and programmed this project, so the City will only need to provide its local cost match of 10%.
2. Describe the ranking of this request in comparison to other requests within the department.
Federal funds have been programmed for this project. It is mandated by NDDOT that it be completed and our cost share is required.

City of Minot

Capital Improvement Plan

Project Name	South Broadway Reconstruction
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	2
Scoring	74.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Preliminary	Design	Construction	—	
Capital Outlay	$ -	$ -	$ -	$ 45,473,026	$ -	$ 45,473,026
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ 45,473,026	$ -	$ 45,473,026



Estimated Funding Sources

	Amount
Federal Funds	$ 37,555,642
State Funds	5,717,384
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Water-Sewer-Storm Fund Reserves	2,200,000
Total Project	$ 45,473,026

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	7
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	3
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	8
	Total Score	75
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
The City has been working with the NDDOT to study the Broadway corridor for future improvements. South Broadway from 19th Avenue to the south city limits is in need of a reconstruction. As part of the Broadway reconstruction, segments of 20th, 31st, and 37th avenues will be reconstructed to correct lane geometry deficiencies and negative offsets. At this time, the improvements have been requested with preliminary engineering being placed in the 2028 program. This means a project will not start construction until 2030 at the earliest.
2. Describe the ranking of this request in comparison to other requests within the department.
Segments of South Broadway have failing pavement, deficient lane geometry causing high accident rates, and signals past their replacement dates. Some water and sewer utilties may need to be updated or upsized based on capacity studies.

City of Minot

Capital Improvement Plan

Project Name	16th Avenue SE Sidewalk
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	2
Scoring	67.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Construction	Operation	Operation	Operation	
Capital Outlay	$ -	$ 360,000	$ -	$ -	$ -	$ 360,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 360,000	$ -	$ -	$ -	$ 360,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	360,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 360,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	2
Public and Stakeholder Support	5%	5
	Total Score	68
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

Rosehill Cemetery was recently replatted. As a requirement by ordinance sidewalks must be installed within five years of a plat or at the time of building construction. This is a mandated project by the City's ordinances.

2. Describe the ranking of this request in comparison to other requests within the department.

Since this is a mandated project, the scoring reflects the need for the improvement. Completing the sidewalks in this area will improve walkability in a high pedestrian area.

City of Minot

Capital Improvement Plan

Project Name	11th Avenue SE Sidewalk
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	2
Scoring	69.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Design	Construction	Operation	Operation	
Capital Outlay	$ -	$ -	$ 1,040,000	$ -	$ -	$ 1,040,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ 1,040,000	$ -	$ -	$ 1,040,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	1,040,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 1,040,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	4
Public and Stakeholder Support	5%	5
	Total Score	70
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

Rosehill Cemetery was recently replatted. As a requirement by ordinance sidewalks must be installed within five years of a plat or at the time of building construction. This is a mandated project by the City's ordinances. This project will also be paired with a proposed watermain replacement along 11th Avenue SE.

2. Describe the ranking of this request in comparison to other requests within the department.

Since this is a mandated project, the scoring reflects the need for the improvement. Completing the sidewalks in this area will improve walkability in a high pedestrian area.

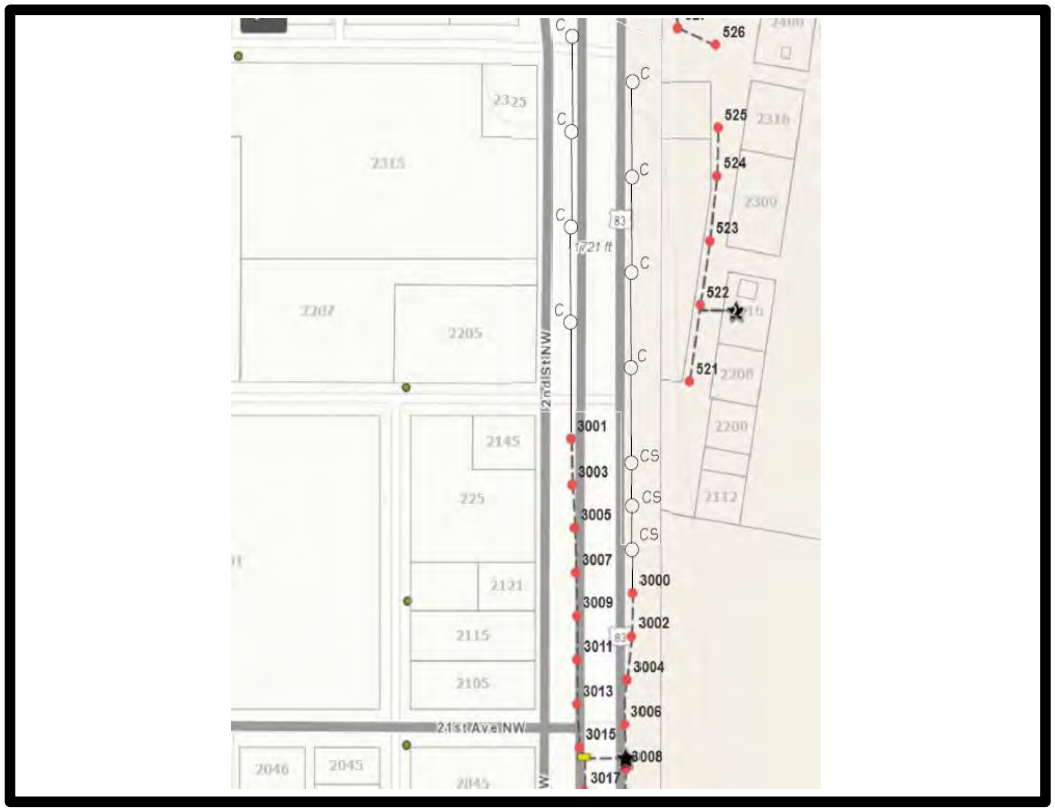
City of Minot

Capital Improvement Plan

Project Name	North Broadway Airport Street Lighting
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	2
Scoring	71.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	—	—	
Capital Outlay	$ -	$ 40,000	$ 310,000	$ -	$ -	$ 350,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 40,000	$ 310,000	$ -	$ -	$ 350,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	350,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 350,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	5
Strategic and Policy Alignment	15%	5
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	8
	Total Score	72
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The proposed street lighting replacement on North Broadway near the airport is to update a small lighting system and incorporate it with an adjacent N Broadway lighting system. Over the past twenty years, the street lighting systems adjacent to the proposed project have been replaced with modern galvanized poles. The streetlights within the street lighting project are considerably older and show significant corrosion and wear. In early 2026, one of the street lights in this system fell over due to the rusted nature of the poles.

2. Describe the ranking of this request in comparison to other requests within the department.

This project ranks high in the engineering department due to the need for replacement of critical infrastructure, safety to the motoring public, and classification of the roadways.

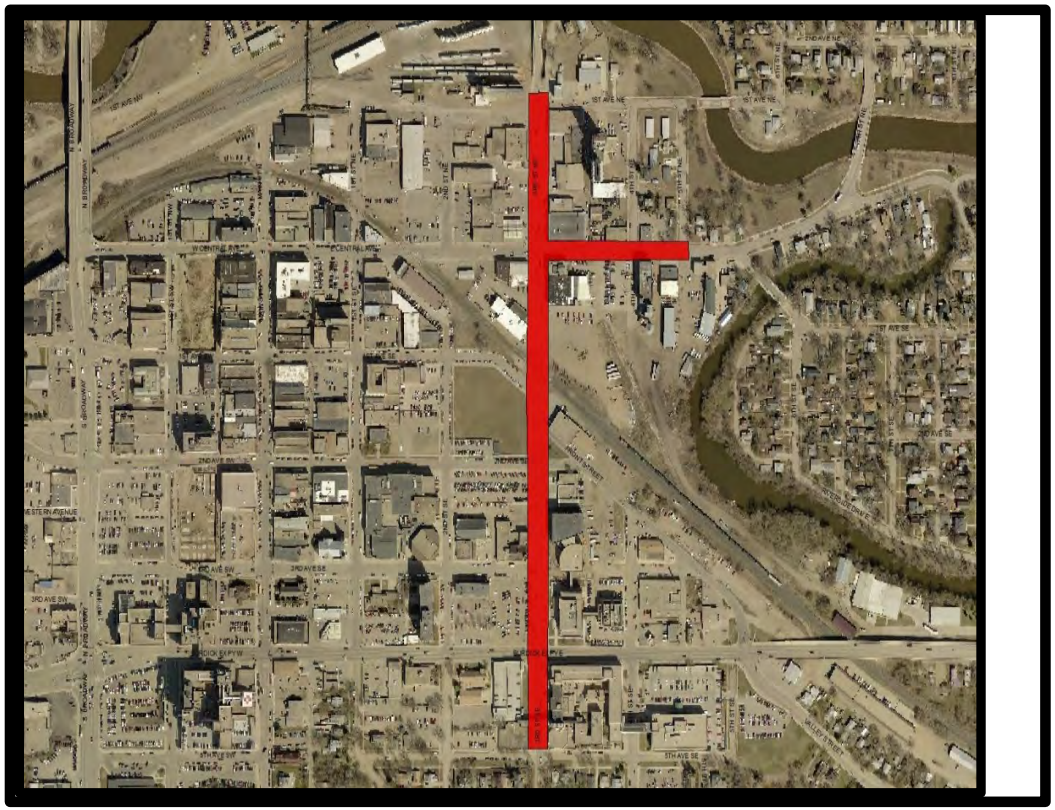
City of Minot

Capital Improvement Plan

Project Name	3rd St E and Central Ave Reconstruction
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	4826
Tier	1
Scoring	86.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Design	Construction	Operation	Operation	
Capital Outlay	$ 12,000,000	$ 600,000	$ 9,760,700	$ -	$ -	$ 22,360,700
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 12,000,000	$ 600,000	$ 9,760,700	$ -	$ -	$ 22,360,700



Estimated Funding Sources

	Amount
Federal Funds	$ 9,200,000
State Funds	7,095,700
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Water-Sewer-Storm Fund Reserves	6,065,000
Total Project	$ 22,360,700

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	7
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	9
Public and Stakeholder Support	5%	10
	Total Score	87
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The project is a multi-year complete reconstruction of 3rd Street from the bridge south to 5th Avenue SE and one block of Central Avenue from 3rd Street to 4th Street. The project will replace underground infrastructure that is over 110 years old. New concrete pavement will be installed along with a traffic signal at Central, new LED street lighting throughout, and streetscaping.

2. Describe the ranking of this request in comparison to other requests within the department.

This project ranks very high in the department priority list. The project has federal funding for 2027. The project addresses failing infrastructure, replacment of critical sewer and water assets, and improves safety along the corridor with a dedicated shared use path, realigned 2nd Avenue, and signal replacement at Central Avenue.

City of Minot

Capital Improvement Plan

Project Name	27th St NE Grade Separation
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	3
Scoring	53

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Preliminary	Design	—	—	—	
Capital Outlay	$ 2,600,000	$ -	$ -	$ -	$ -	$ 2,600,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 2,600,000	$ -	$ -	$ -	$ -	$ 2,600,000



Estimated Funding Sources

	Amount
Federal Funds	$ 2,080,000
State Funds	-
Local: Sales Tax	150,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	370,000
Total Project	$ 2,600,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	6
Asset Condition and Maintenance Needs	25%	3
Funding and Implementation Feasibility	20%	2
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	9
	Total Score	53
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The City was approached by BNSF to apply for federal grant funding to plan for and environmentally clear a grade separation project at 27th St NE over the BNSF tracks. The project is identified on the State Freight and Rail plan as a potential project to eliminate safety issues at the crossing. 27th St will also become more congested when the North American Iron facility is constructed in the next few years. Multiple corridors will be needed to serve industrial development in the northeast section of Minot. If a federal grant is received for preliminary design and environmental clearance, the work will take approximately two years to complete. After the preliminary work is complete, final design and the potential for a federal construction grant can proceed. The construction timeline on this project is unknown as is the final estimated cost.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will address safety, traffic congestion, and future economic development opportunities with a key piece of road infrastructure. Funding has already been committed for the preliminary engineering for this project if Minot is selected for a grant.

City of Minot

Capital Improvement Plan

Project Name	Minot Elementary School Lighting HSIP
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	2
Scoring	71.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Preliminary	Design	Construction	Operation	Operation	
Capital Outlay	$ -	$ 145,000	$ 1,452,000	$ -	$ -	$ 1,597,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 145,000	$ 1,452,000	$ -	$ -	$ 1,597,000



Estimated Funding Sources

	Amount
Federal Funds	$ 1,306,800
State Funds	290,200
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 1,597,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	5
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	8
	Total Score	72
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The City applied for Highway Safety Improvement Funds to install street lights around several Minot elementary schools. NDDOT approved Minot's application and awarded $1.3 million towards the project. The city will need a consultant to assist with the electrical design and NDDOT inspection requirements. City staff will perform the design and environmental clearance.

2. Describe the ranking of this request in comparison to other requests within the department.

This project has a very high safety score since the area around these schools is sparsely lit and has high vehicle/pedestrian interactions. The project is now programmed into federal funding program, so funding is required in 2029.

City of Minot

Capital Improvement Plan

Project Name	City Bridge Rehabilitation
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	1
Scoring	90.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Construction	Design	Construction	Design	
Capital Outlay	$ 175,000	$ 950,000	$ 200,000	$ 1,120,000	$ 210,000	$ 2,655,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 175,000	$ 950,000	$ 200,000	$ 1,120,000	$ 210,000	$ 2,655,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	2,655,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 2,655,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	9
	Total Score	91
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

City staff plans to allocate funding toward the rehabilitation of several bridges throughout Minot. Bridges such as 2nd Ave SW, 3rd Ave NW, 6th St NW, and 27th St SE are showing signs of deterioration and need maintenance before they deteriorate to the point of needing to be replaced.

2. Describe the ranking of this request in comparison to other requests within the department.

According to the latest NDDOT bridge inspections, several of our older bridges need a rehabilitation. This is to be expected with the age of some of these structures.

City of Minot

Capital Improvement Plan

Project Name	Hiawatha Slope Stability
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	3
Scoring	46.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Design	Construction	Operation	Operation	
Capital Outlay	$ -	$ 738,000	$ 1,821,000	$ -	$ -	$ 2,559,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 738,000	$ 1,821,000	$ -	$ -	$ 2,559,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	2,277,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Water-Sewer-Storm Fund Reserves	282,000
Total Project	$ 2,559,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	6
Asset Condition and Maintenance Needs	25%	5
Funding and Implementation Feasibility	20%	2
Strategic and Policy Alignment	15%	5
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	5
	Total Score	47
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The west hillside along Hiawatha from 11th Avenue SE to approximately 9th Avenue SE is eroding and has the potential to slide. In addition, there is no sidewalk on the west side and sidewalk stops halfway up the hill on the east side. The project would involve acquiring property and easements on the west side of Hiawatha Street and slope the hill back to a safe slope. This option is likely cheaper than a retaining wall, which would still require the purchase of one home. Funding will come from Hub City Oil & Gas funds and water/sewer reserves for the utility relocations.

2. Describe the ranking of this request in comparison to other requests within the department.

This project is a high safety priority, but loses points due to lack of federal funding and not being on an arterial roadway.

City of Minot

Capital Improvement Plan

Project Name	Street Light Feed Point Replacement
Project Fund	Capital Equipment (Fund 420)
Department	Engineering
Project Number	
Tier	2
Scoring	76

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	$ 55,000	$ 60,000	$ 65,000	$ 70,000	$ 75,000	$ 325,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 55,000	$ 60,000	$ 65,000	$ 70,000	$ 75,000	$ 325,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	325,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 325,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	7
Asset Condition and Maintenance Needs	25%	8
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	9
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	8
	Total Score	76
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The feed points that power the City's street lighting system are deteriorating due to age and are in need replacement. The feed point is the electrical source for each individual lighting system. Feed points that are non-accessible and/or are past their service life will be programmed for replacement. In addition, due to the lower wattage requirement of LED systems, these funds can also be used to tie adjacent lighting systems together. Thus, eliminating some feed points and their associated maintenance and cost. The project is funded by sales tax improvements.

2. Describe the ranking of this request in comparison to other requests within the department.

The project addresses failing infrastructure and provides an opportunity to make the existing street lighting system more efficient. As feed points are combined with others, the overall maintenance cost decreases while maintaining well lit roadways.

City of Minot

Capital Improvement Plan

Project Name	Eastwood Park Bridge Rehabilitation
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	3
Scoring	55

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Preliminary	—	Construction	Operation	Operation	
Capital Outlay	$ 100,000	$ -	$ 660,000	$ -	$ -	$ 760,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 100,000	$ -	$ 660,000	$ -	$ -	$ 760,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	760,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 760,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	5
Asset Condition and Maintenance Needs	25%	6
Funding and Implementation Feasibility	20%	5
Strategic and Policy Alignment	15%	5
Community and Economic Impact	10%	6
Public and Stakeholder Support	5%	8
	Total Score	55
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The Eastwood Park Bridge, which used to carry 6th St SE, is a historic bridge now converted to a pedestrian bridge. The bridge does need improvements to ensure it remains safe and usable long into the future. With some redevelopment happening in the area the anticipated use of the bridge will likely increase. A consultant will need to be hired to administer the design and construction engineering for this project. The project will be funded with Hub City Funds.

2. Describe the ranking of this request in comparison to other requests within the department.

The bridge is old, but in fair condition for its age. Significant spalling and deterioration is occurring on the substructure of the bridge which is why the structure must be studied and improvements programmed for a future project. The project is feasible and should be completed in the next five years to ensure the bridge continues to last.

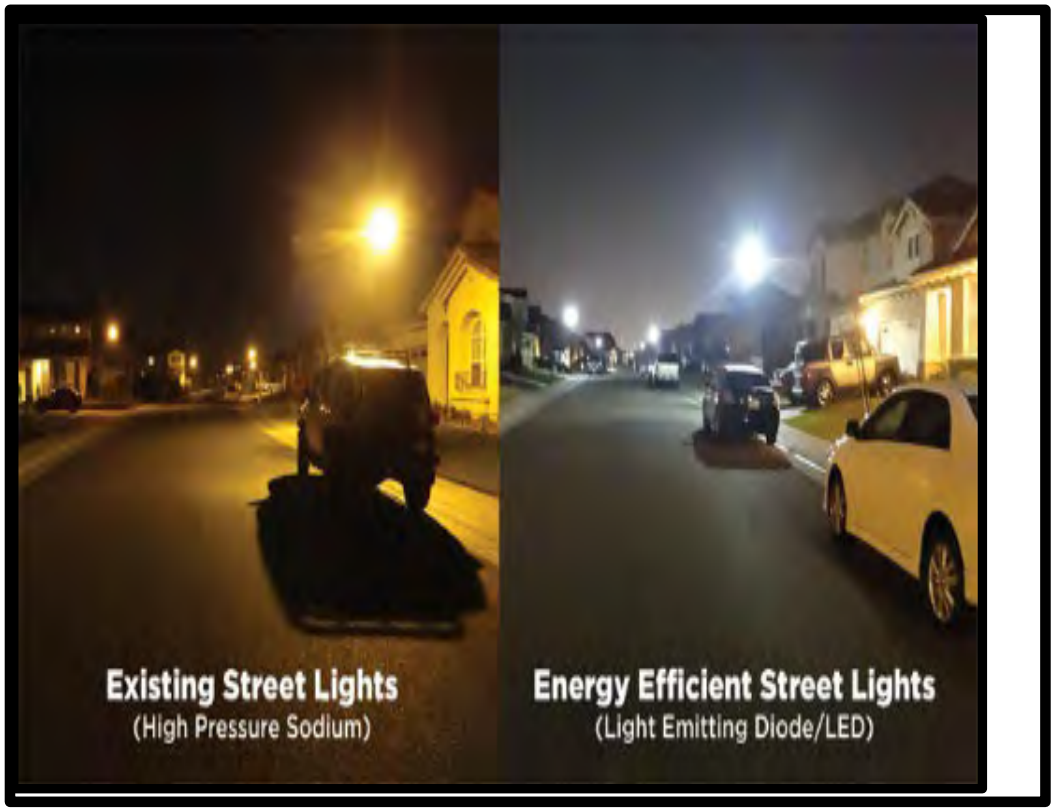
City of Minot

Capital Improvement Plan

Project Name	Street Light LED Conversion
Project Fund	Capital Equipment (Fund 420)
Department	Engineering
Project Number	
Tier	2
Scoring	66.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 625,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 625,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	625,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 625,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	6
Funding and Implementation Feasibility	20%	6
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	8
	Total Score	67
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

As funding allows, the City's existing high pressure sodium (HPS) street light fixtures should be replaced with light emitting diode (LED) fixtures. The LED technology has a significant electrical and maintenance cost savings over HPS fixtures. The average electrical cost savings is 60-66%. The average payback time for the improvements is 3-4 years. Traffic staff could perform the switch outs to save funding. However, if a larger scale project is initiated, a contractor should be hired. The payback is typically 5 years if a contractor is used. To avoid the use of special assessments, sales tax improvements is being recommended for 100% of the cost on local roadways. A future federal aid project is being reviewed with the NDDOT that may lead to partial federal funding for eligible corridors.

2. Describe the ranking of this request in comparison to other requests within the department.

The projects scores low in several categories since the LED switch outs are a lower priority project. This project should be funded as funding is available.

City of Minot

Capital Improvement Plan

Project Name	17th and 18th Ave SE Extensions
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	3
Scoring	47.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	Design	Construction	
Capital Outlay	$ -	$ -	$ -	$ 110,000	$ 900,000	$ 1,010,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ 110,000	$ 900,000	$ 1,010,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	1,010,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 1,010,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	6
Asset Condition and Maintenance Needs	25%	6
Funding and Implementation Feasibility	20%	2
Strategic and Policy Alignment	15%	5
Community and Economic Impact	10%	2
Public and Stakeholder Support	5%	8
	Total Score	48
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

On 17th Avenue SE and 18th Avenue SE adjacent to Washington Elementary School, sections of the street do not exist. These short breaks in the street section cause circulation issues for traffic in the neighborhood. School pickup and drop-off is especially effected. Connecting these sections of street will complete the neighborhood circulation, enhance emergency response times, and improve overall traffic patterns by connecting local streets to an arterial. Because these streets are local, special assessments are being anticipated as the funding source.

A consultant is currently assumed for this project.

2. Describe the ranking of this request in comparison to other requests within the department.

The project is feasible to construct and carries a large safety score due to the increased response times to the neighborhood and increased traffic circulation. Because the streets are local roads with no federal funding opportunities, the project is scored lower in those categories.

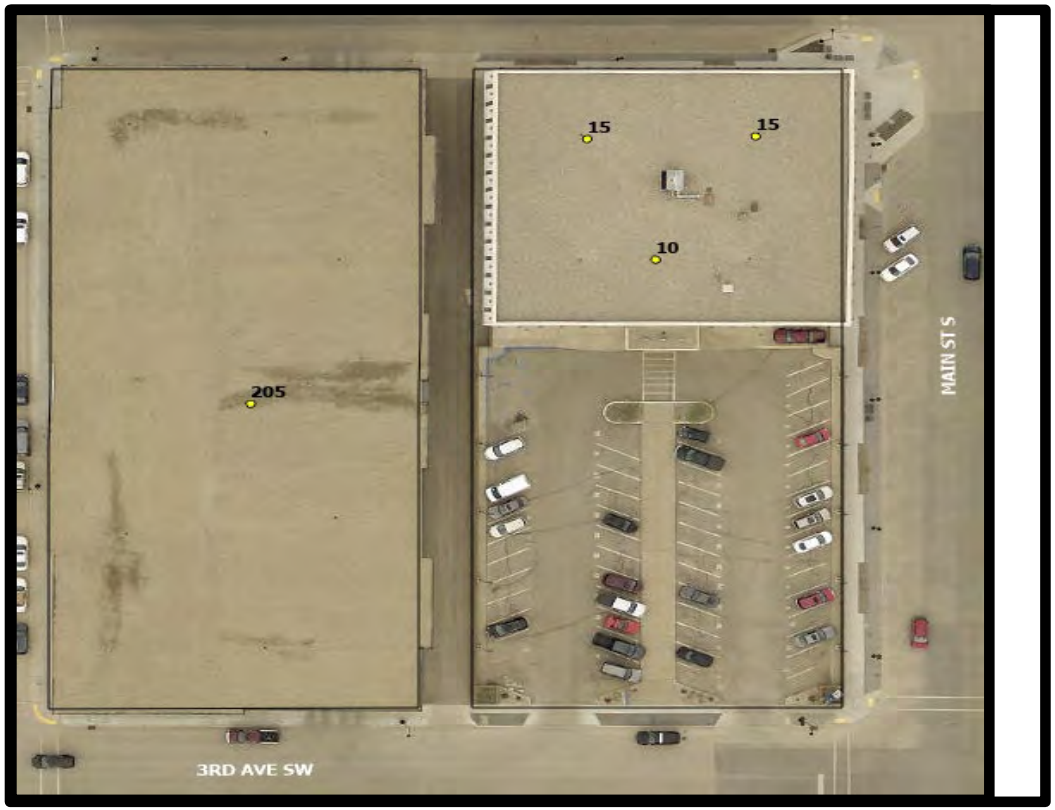
City of Minot

Capital Improvement Plan

Project Name	City Hall Site Improvements
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	3
Scoring	53

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Design	Construction	Operation	Operation	
Capital Outlay	$ -	$ 145,000	$ 973,000	$ -	$ -	$ 1,118,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 145,000	$ 973,000	$ -	$ -	$ 1,118,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	1,118,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 1,118,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	7
Asset Condition and Maintenance Needs	25%	6
Funding and Implementation Feasibility	20%	5
Strategic and Policy Alignment	15%	4
Community and Economic Impact	10%	2
Public and Stakeholder Support	5%	5
	Total Score	53
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

In the near future, the City Hall site will need infrastructure repairs and replacements. The rock surfacing on the building and parking lot retaining walls is deteriorating. The fence must be replaced soon. A new finish must be installed at some point. The parking lot should be removed and replaced or mill and overlaid within the next five years. The parking lot lighting has needed significant maintenance and should be reviewed for replacement. A new stair from Main Street to the parking lot should be installed to make the site more accessible with faster access. The building's exterior should be acid washed to brighten the appearance and remove rust from the concrete. Finally, some additional landscaping and beautification should be considered. Funding for this project will come from Hub City Oil and Gas funds.

2. Describe the ranking of this request in comparison to other requests within the department.

This project has a low score since there is no federal funding available. There is a safety concern due to the fence atop the wall failing and the parking lot lighting is having issues.

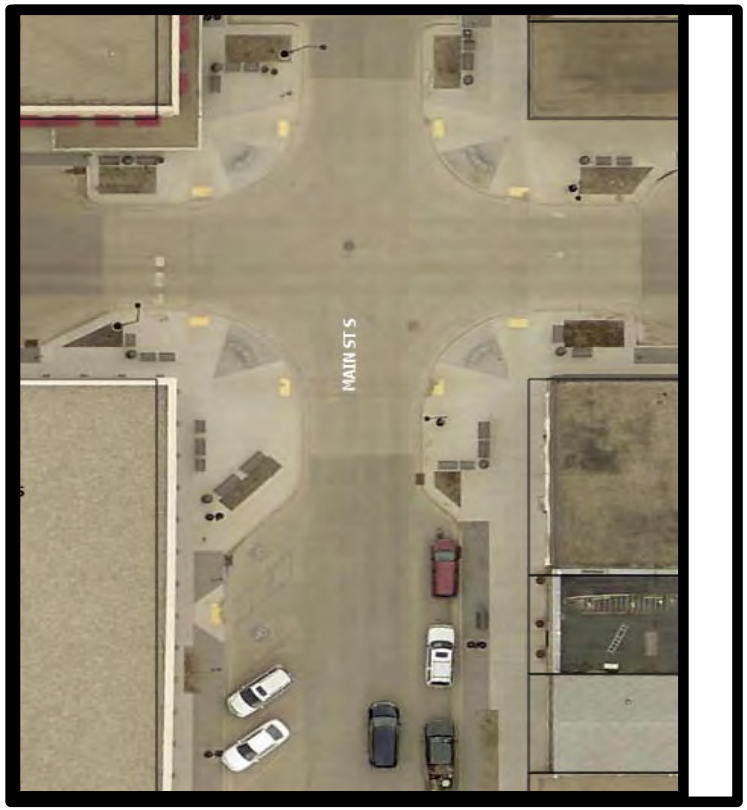
City of Minot

Capital Improvement Plan

Project Name	2nd Avenue and Main Street Pocket Park
Project Fund	Capital Infrastructure (Fund 410)
Department	Engineering
Project Number	
Tier	3
Scoring	29

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	Design	Construction	
Capital Outlay	$ -	$ -	$ -	$ 73,000	$ 566,000	$ 639,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ 73,000	$ 566,000	$ 639,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	639,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 639,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	0
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	3
Strategic and Policy Alignment	15%	4
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	8
	Total Score	29
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
As part of the downtown Placemaking Study, a pocket park concept was explored with the public. This park will offer passive use activities and be a place to gather. Amenities will include a water feature, trees, benches, landscaping, decorative concrete elements, and colored pavement crosswalks. The project will be funded by sales tax.
2. Describe the ranking of this request in comparison to other requests within the department.
The project does not score high, since it is not replacing critical infrastructure nor does it have a significant safety enhancement.

Appendix C – Fire Worksheets

Capital Improvement Plan

Department Summary

Department: Fire

Projects:	**Tier**	**Scoring**	**Start Year**	**Finish Year**	**Total 5-Year Costs**
Station 4 Bedroom Upfit	2	68	2027	2027	$ 20,000
Station 3 Bedroom Addition	2	68	2027	2028	121,125
Training Classroom	2	70	2027	2029	826,250
Station 1 Relocation land	2	61.5	2027	2029	5,395,000
Department Total					$ 6,362,375

Project Costs by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Station 4 Bedroom Upfit	$ 20,000	$ -	$ -	$ -	$ -
Station 3 Bedroom Addition	20,000	101,125	-	-	-
Training Classroom	20,000	42,188	764,062	-	-
Station 1 Relocation land	20,000	281,250	5,093,750	-	-
Department Total	$ 80,000	$ 424,563	$ 5,857,812	$ -	$ -

Funding Sources:	
Federal Funds	$ -
State Funds	-
Local: Sales Tax	5,959,250
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	403,125
Department Total	$ 6,362,375

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	-	-	-	-	-
Local: Sales Tax	80,000	403,469	5,475,781	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	-	21,094	382,031	-	-
Department Total	$ 80,000	$ 424,563	$ 5,857,812	$ -	$ -

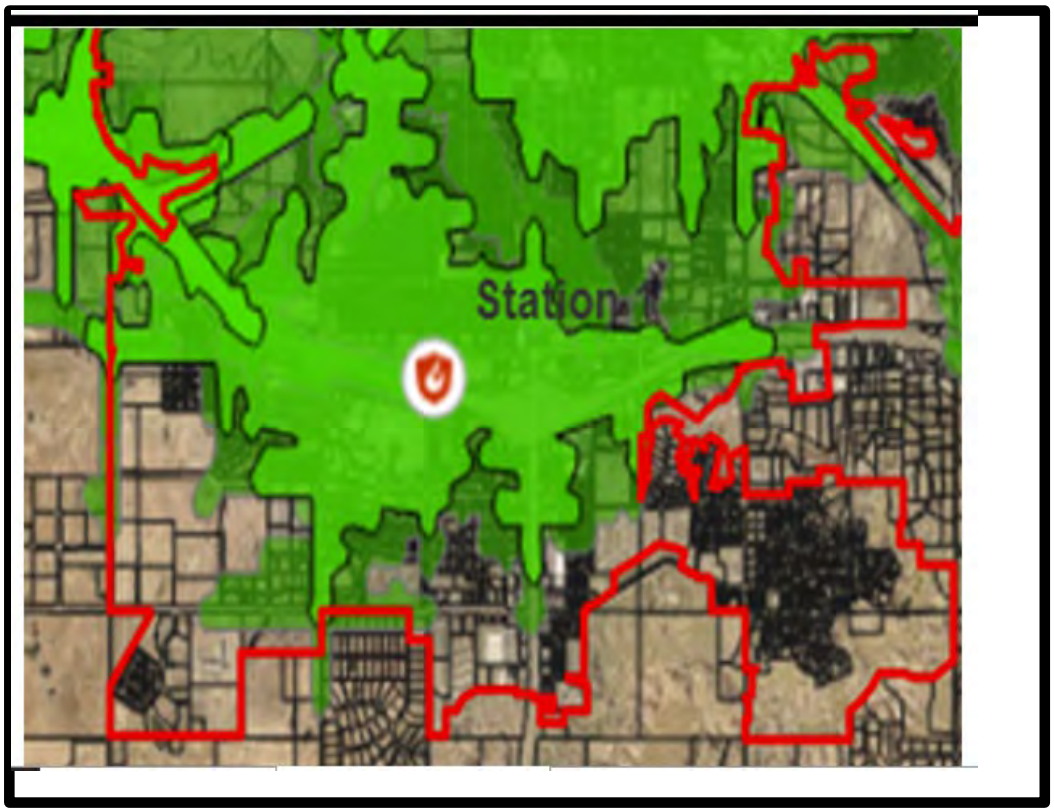
City of Minot

Capital Improvement Plan

Project Name	Station 1 Relocation land
Project Fund	Capital Infrastructure (Fund 410)
Department	Fire
Project Number	2027-01
Tier	2
Scoring	61.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Preliminary	Design	Construction	—	—	
Capital Outlay	$ 20,000	$ 281,250	$ 5,093,750	$ -	$ -	$ 5,395,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 20,000	$ 281,250	$ 5,093,750	$ -	$ -	$ 5,395,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	5,395,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 5,395,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	4
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	8
	Total Score	62
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
This project is the relocation of Fire Station one to provide better service to the south region of Minot. The easiest way to better serve the community is to lower response times. This can be completed by a relocation of Station 1.

2. Describe the ranking of this request in comparison to other requests within the department.
The request is a high priority request due to the lack of adequate fire department coverage in the south region of our community. This geographical area is well beyond our standard of coverage that is provided to much of the community.

City of Minot

Capital Improvement Plan

Project Name	Station 4 Bedroom Upfit
Project Fund	Capital Infrastructure (Fund 410)
Department	Fire
Project Number	
Tier	2
Scoring	68

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	—	—	—	—	
Capital Outlay	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	20,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 20,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	6
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	5
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	8
	Total Score	68
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This project is to meet the NFPA 1710 standard which requires 4 person engine companies. We do not have enough bedrooms at Station 4 to accomidate all the personnel added in the staffing plan as presented to the city council Dec. 2024.

2. Describe the ranking of this request in comparison to other requests within the department.

This project will allow us to have a 4 person engine company that will meet NFPA 1710 standards.

City of Minot

Capital Improvement Plan

Project Name	Station 3 Bedroom Addition
Project Fund	Capital Infrastructure (Fund 410)
Department	Fire
Project Number	2027-01
Tier	2
Scoring	68

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Construction	—	—	—	
Capital Outlay	$ 20,000	$ 101,125	$ -	$ -	$ -	$ 121,125
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 20,000	$ 101,125	$ -	$ -	$ -	$ 121,125



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	121,125
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 121,125

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	6
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	5
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	8
	Total Score	68
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
This project is to meet the NFPA 1710 standard which requires 4 person engine companies. We do not have enough bedrooms at Station 3 (Airport) to accomidate all the personnel needed to provide adequate coverage for both ARFF and the City of Minot. This addition will be funded with no cost share from the FAA.
2. Describe the ranking of this request in comparison to other requests within the department.
This project will allow us to have a 4 person engine company that will meet NFPA 1710 standards.

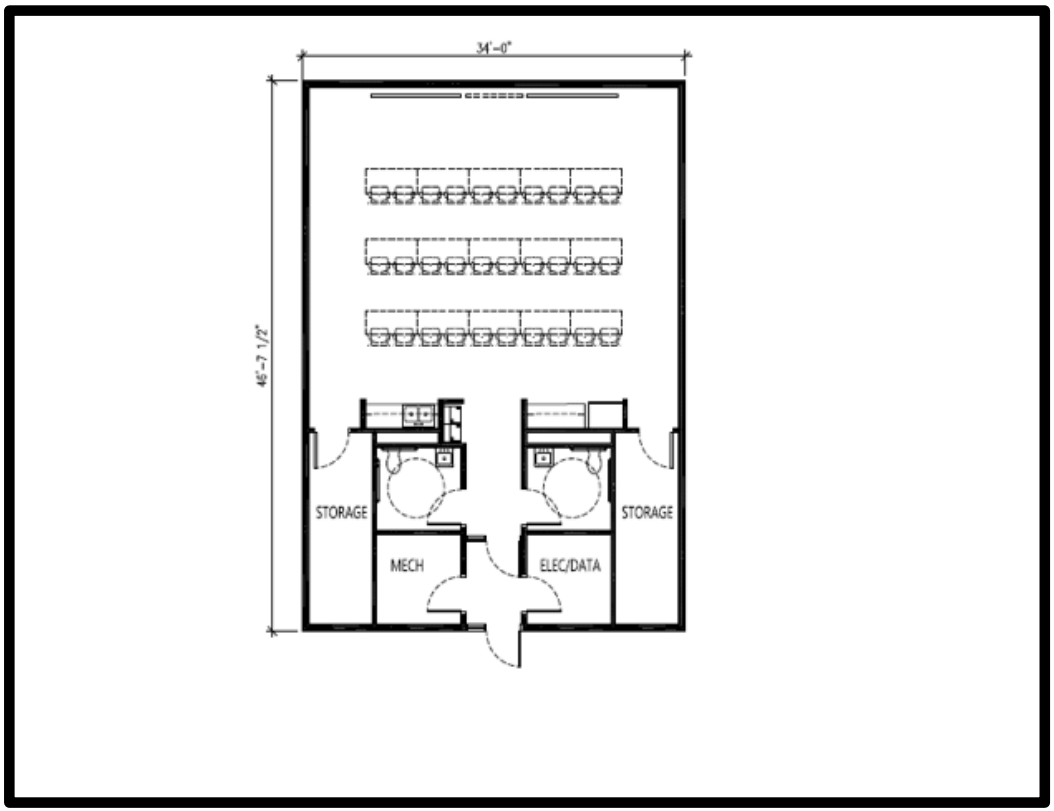
City of Minot

Capital Improvement Plan

Project Name	Training Classroom
Project Fund	Capital Infrastructure (Fund 410)
Department	Fire
Project Number	2027-01
Tier	2
Scoring	70

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Preliminary	Design	Construction	—	—	
Capital Outlay	$ 20,000	$ 42,188	$ 764,062	$ -	$ -	$ 826,250
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 20,000	$ 42,188	$ 764,062	$ -	$ -	$ 826,250



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	423,125
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	403,125
Total Project	$ 826,250

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	6
Asset Condition and Maintenance Needs	25%	7
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	8
	Total Score	70
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
We currently have two temporary classrooms that were used from the Minot School District. They were brought in following the flood and when the training grounds were moved from the airport site. These temporary structures are not meant to be used as a permanent building. We have required Minot State University and others to remove their temporary classrooms and we should set an example to follow the rules that we are enforcing. The structure is poorly built and does not meet our needs for a training classroom. We are proposing building one permanent classroom with turnout gear/SCBA room, bathrooms and storage. This could also hold our firefighter written testing process and be at one area rather than using the auditorium. This can also be used as a regional training site and bring firefighter and other emergency personnel to Minot to train. Minot Rural Fire Department is interested in cost sharing this as we currently share the
2. Describe the ranking of this request in comparison to other requests within the department.
The Fire Department has many needs. This one was placed further out in planning to allow for the more crucial needs to be considered. There is a current training facility but it has went beyond its useful life as well as sets a precedence within the community.

Appendix D – Flood Control

City of Minot

Capital Improvement Plan

Department Summary

Department: Flood Control

Projects:	**Tier**	**Scoring**	**Start Year**	**Finish Year**	**Total 5-Year Costs**
Downtown Levee MI-6C	1	88.5	2027	2028	$ 20,010,000
Maple Diversion	1	86.5	2027	2031	132,901,200
6th Street & Central Avenue Roundabout	1	89	2028	2028	300,000
River Oaks Acquisitions MI-16	1	80	2028	2028	3,100,000
Livingston Coulee Bypass MI-15	1	84	2028	2030	59,800,000
3rd Street Floodwall MI-5C	1	83.5	2028	2030	15,800,000
27th Street Diversion MI-14	1	91.5	2028	2031	155,060,000
Burdick Bridge & West Valker Road Levee MI 8/9	1	89	2028	2031	77,100,000
North Roosevelt Park Levee MI-11	1	88.5	2028	2031	14,600,000
Fairgrounds Levee MI-10	1	86.5	2028	2031	61,000,000
East Burdick Levee MI-12	1	86	2028	2031	16,600,000
Trinity Levee MI-13	1	86	2028	2031	25,500,000
Library & Police Station Floodproofing - MI-4D	1	81.5	2029	2031	23,100,000
Department Total					$ 604,871,200

Project Costs by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Downtown Levee MI-6C	$ 16,230,300	$ 3,779,700	$ -	$ -	$ -
Maple Diversion	15,403,300	26,478,400	34,116,400	35,134,800	21,768,300
6th Street & Central Avenue Roundabout	-	300,000	-	-	-
River Oaks Acquisitions MI-16	-	3,100,000	-	-	-
Livingston Coulee Bypass MI-15	-	6,100,000	40,800,000	12,900,000	-
3rd Street Floodwall MI-5C	-	9,000,000	5,900,000	900,000	-
27th Street Diversion MI-14	-	13,125,000	25,305,000	43,470,000	73,160,000
Burdick Bridge & West Valker Road Levee MI 8/9	-	15,700,000	36,300,000	20,800,000	4,300,000
North Roosevelt Park Levee MI-11	-	700,000	6,800,000	6,300,000	800,000
Fairgrounds Levee MI-10	-	5,600,000	22,300,000	23,000,000	10,100,000
East Burdick Levee MI-12	-	800,000	7,800,000	7,100,000	900,000
Trinity Levee MI-13	-	1,300,000	11,900,000	10,900,000	1,400,000
Library & Police Station Floodproofing - MI-4D	-	-	7,900,000	13,900,000	1,300,000
Department Total	$ 31,633,600	$ 85,983,100	$ 199,121,400	$ 174,404,800	$ 113,728,300

Funding Sources:	
Federal Funds	$ 86,385,780
State Funds	337,130,523
Local: Sales Tax	181,354,897
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other	-
Department Total	$ 604,871,200

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ 10,012,145	$ 17,210,960	$ 22,175,660	$ 22,837,620	$ 14,149,395
State Funds	14,053,946	44,816,891	115,014,731	98,518,667	64,726,288
Local: Sales Tax	7,567,509	23,955,249	61,931,009	53,048,513	34,852,617
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other	-	-	-	-	-
Department Total	$ 31,633,600	$ 85,983,100	$ 199,121,400	$ 174,404,800	$ 113,728,300

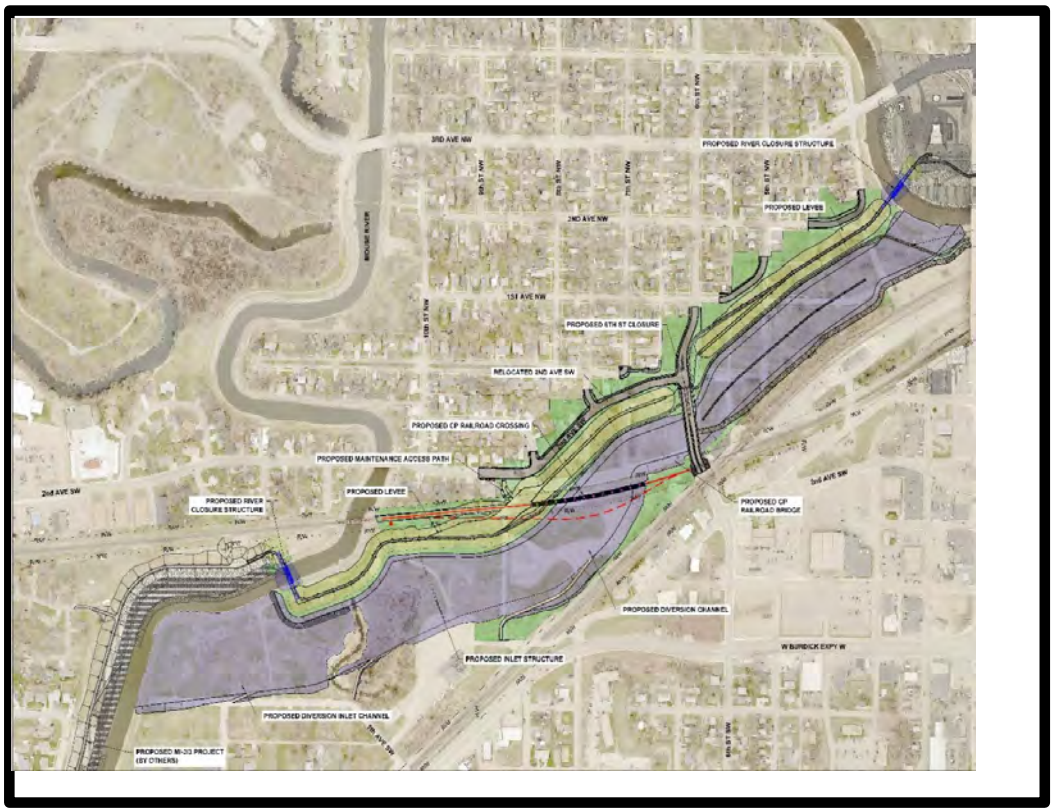
City of Minot

Capital Improvement Plan

Project Name	Maple Diversion
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	3529
Tier	1
Scoring	86.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Construction	Construction	Construction	Construction	
Capital Outlay	$ 15,403,300	$ 26,478,400	$ 34,116,400	$ 35,134,800	$ 21,768,300	$ 132,901,200
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 15,403,300	$ 26,478,400	$ 34,116,400	$ 35,134,800	$ 21,768,300	$ 132,901,200



Estimated Funding Sources

	Amount
Federal Funds	$ 86,385,780
State Funds	30,235,023
Local: Sales Tax	16,280,397
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 132,901,200

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	7
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	87
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The proposed plan would construct approximately 4,900 feet of diversion channel and about 3,700 feet of earthen levee along the north side of the diversion along the Souris River and 1,600 fee of levee on the western end to tieback into phase 2. A consultant has been hired to provide design and construction engineering services. This project is pending federal authorization. The project has received USACE funding at 65% of the proposed 104 million dollar cost. Thus reducing the state alnd local share of this phase of the project.

2. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. This would be the final phase of milestone 1 along the north side of the river to remove over 60% of residences from the regulated flood plain.

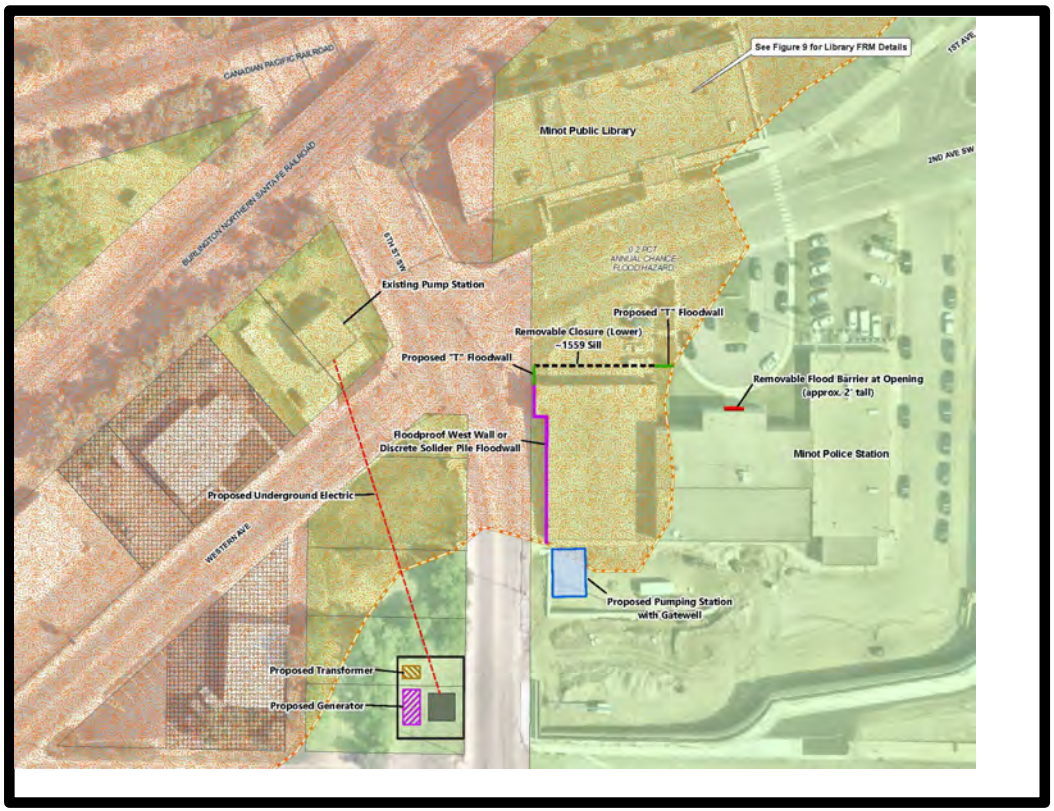
City of Minot

Capital Improvement Plan

Project Name	Library & Police Station Floodproofing - MI-4
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	81.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	Construction	Construction	Construction	
Capital Outlay	$ -	$ -	$ 7,900,000	$ 13,900,000	$ 1,300,000	$ 23,100,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ 7,900,000	$ 13,900,000	$ 1,300,000	$ 23,100,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	15,015,000
Local: Sales Tax	8,085,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 23,100,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	5
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	82
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
When the Maple Diversion is operating, flood waters will push through the 6th St underpass opening threatening flooding to properties on the south side of the 6th St underpass. This project would provide protection to those properties. This includes flood proofing the library and police department.

2. Describe the ranking of this request in comparison to other requests within the department.
This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot.

City of Minot

Capital Improvement Plan

Project Name	3rd Street Floodwall MI-5C
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	83.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	Construction	Construction	—	
Capital Outlay	$ -	$ 9,000,000	$ 5,900,000	$ 900,000	$ -	$ 15,800,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 9,000,000	$ 5,900,000	$ 900,000	$ -	$ 15,800,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	10,270,000
Local: Sales Tax	5,530,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 15,800,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	5
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	84
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This section of flood wall was originally part of the MI-1 project, but due to permitting issues couldn't be constructed until the Maple Diversion project started. This project will be a short section of flood wall to connect phase MI-1 to MI-5. A consultant has been hired to provide design and construction engineering services.

2. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. This would be the final phase of milestone 1 along the north side of the river to remove over 60% of residences from the regulated flood plain. Flood control projects aren't being constructed based on a ranking but rather sequentially as work continues through milestones 2 and 3.

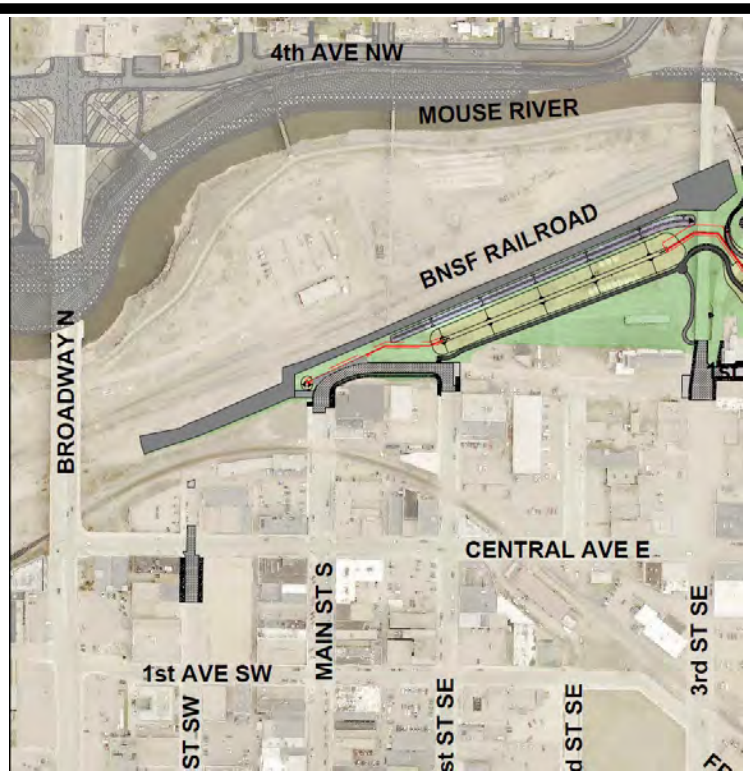
City of Minot

Capital Improvement Plan

Project Name	Downtown Levee MI-6C
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	88.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Construction	—	—	—	
Capital Outlay	$ 16,230,300	$ 3,779,700	$ -	$ -	$ -	$ 20,010,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 16,230,300	$ 3,779,700	$ -	$ -	$ -	$ 20,010,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	13,006,500
Local: Sales Tax	7,003,500
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 20,010,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	7
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	89
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
MI-6C is a short section of floodwall and levee that connects to MI-6B near 3rd St. This project completes the MI-6 project as a whole and provides protection to the downtown area. An engineer was hired and this project has been designed and is nearly ready for construction.
2. Describe the ranking of this request in comparison to other requests within the department.
This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

City of Minot

Capital Improvement Plan

Project Name	Burdick Bridge & West Valker Road Levee M
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	89

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	Construction	Construction	Construction	
Capital Outlay	$ -	$ 15,700,000	$ 36,300,000	$ 20,800,000	$ 4,300,000	$ 77,100,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 15,700,000	$ 36,300,000	$ 20,800,000	$ 4,300,000	$ 77,100,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	50,115,000
Local: Sales Tax	26,985,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 77,100,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	8
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	89
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
The MI-8/9 project will consist of constructing a new Burdick bridge to improve conveyance of flood waters, an extension of levee that ties into MI-7, water and sewer reroutes, a stormwater pond and pump station and roadway relocation. Completion of these projects would conclude construction of milestone 2 which removes another 15% of residents from the regulated flood plain. A consultant has been hired to provide design and construction engineering services.
2. Describe the ranking of this request in comparison to other requests within the department.
This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

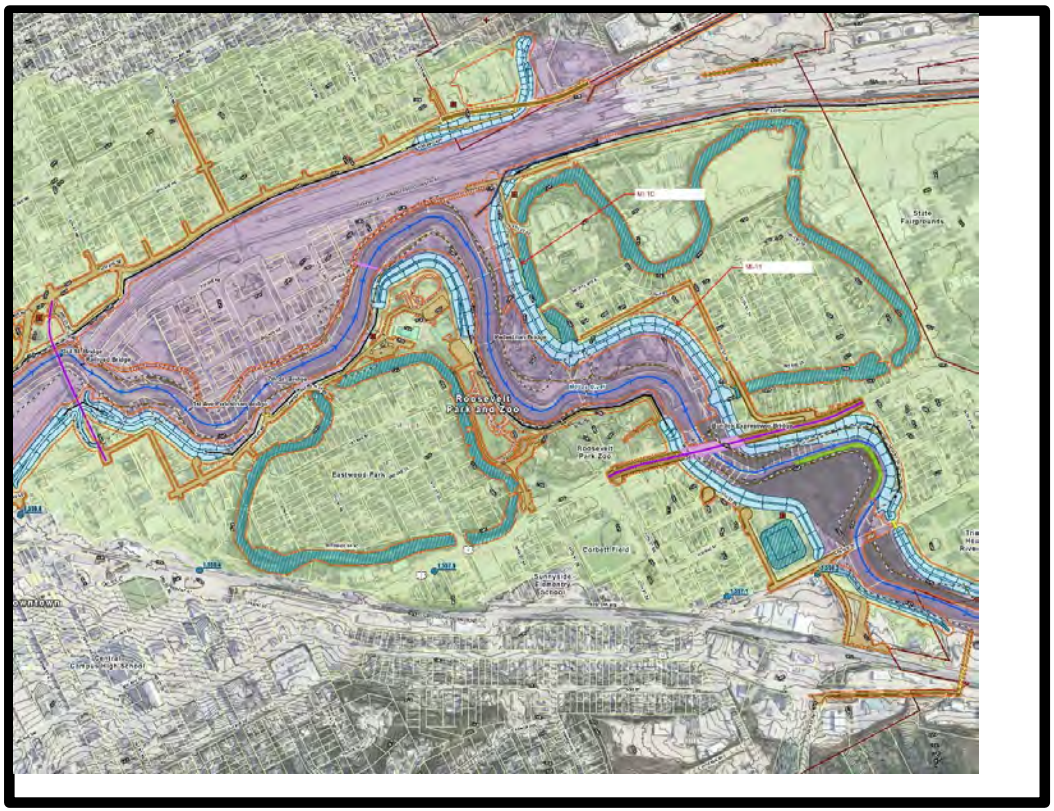
City of Minot

Capital Improvement Plan

Project Name	Fairgrounds Levee MI-10
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	86.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	Construction	Construction	Construction	
Capital Outlay	$ -	$ 5,600,000	$ 22,300,000	$ 23,000,000	$ 10,100,000	$ 61,000,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 5,600,000	$ 22,300,000	$ 23,000,000	$ 10,100,000	$ 61,000,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	39,650,000
Local: Sales Tax	21,350,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 61,000,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	7
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	87
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
MI-10 is the first project associated with milestone 3. This project will consist of a section of levee that begins near 4th Ave and 14th St NE and extends south along the river to near Burdick Expressway. This project will require a consultant to provide design and construction engineering services.

2. Describe the ranking of this request in comparison to other requests within the department.
This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

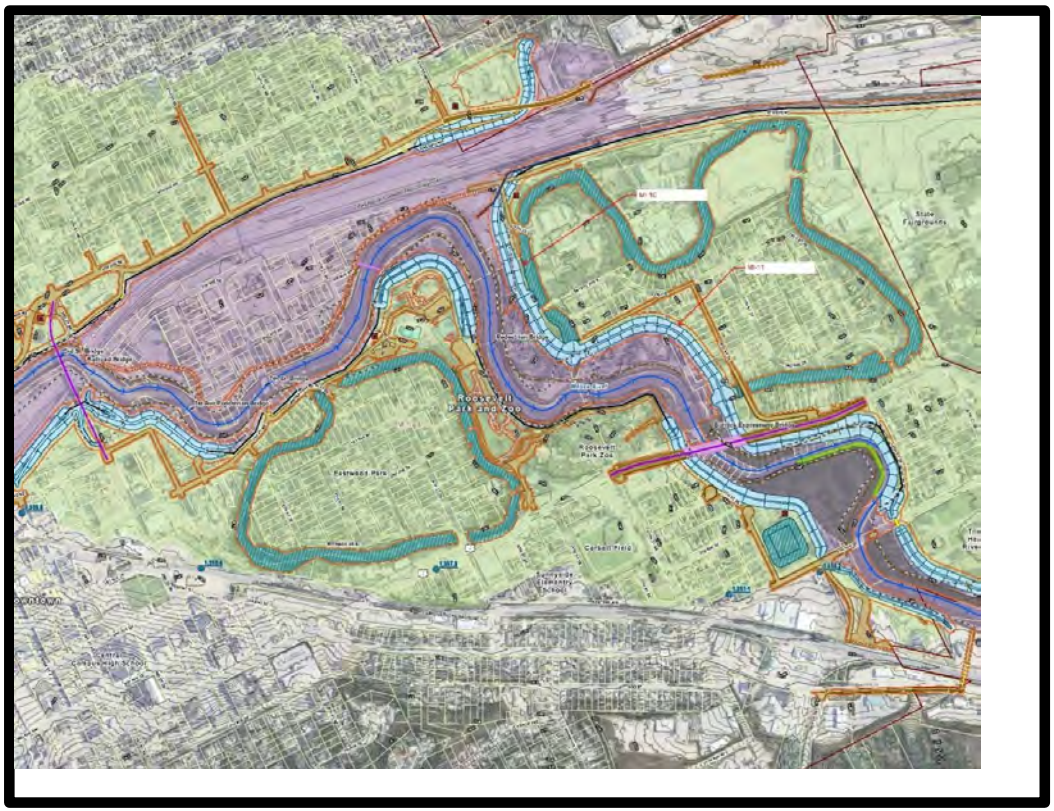
City of Minot

Capital Improvement Plan

Project Name	North Roosevelt Park Levee MI-11
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	88.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	Construction	Construction	Construction	
Capital Outlay	$ -	$ 700,000	$ 6,800,000	$ 6,300,000	$ 800,000	$ 14,600,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 700,000	$ 6,800,000	$ 6,300,000	$ 800,000	$ 14,600,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	9,490,000
Local: Sales Tax	5,110,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 14,600,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	7
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	89
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
MI-11 is a continuation of projects associated with milestone 3 of the MREFPP. This project is a section of levee of a larger levee component that begins near 4th Ave and 14th St NE and extends south along the river to near Burdick Expressway. This project will require a consultant to provide design and construction engineering services.

2. Describe the ranking of this request in comparison to other requests within the department.
This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

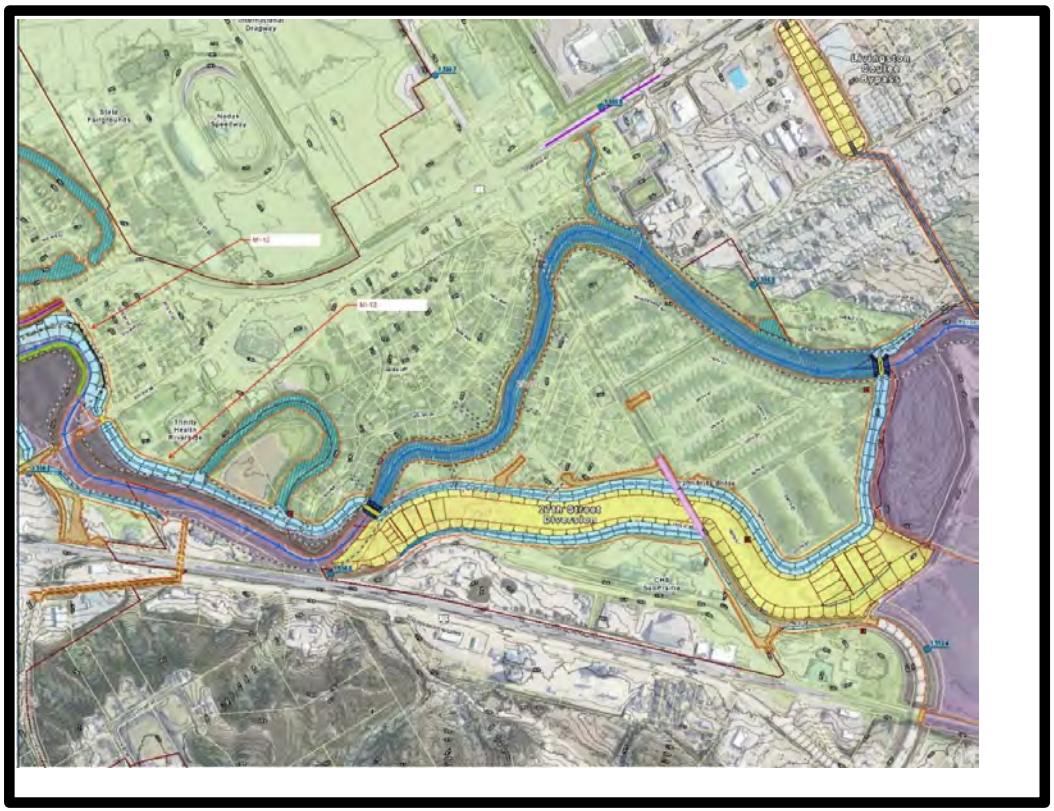
City of Minot

Capital Improvement Plan

Project Name	East Burdick Levee MI-12
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	86

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	Construction	Construction	Construction	
Capital Outlay	$ -	$ 800,000	$ 7,800,000	$ 7,100,000	$ 900,000	$ 16,600,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 800,000	$ 7,800,000	$ 7,100,000	$ 900,000	$ 16,600,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	10,790,000
Local: Sales Tax	5,810,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 16,600,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	6
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	86
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
MI-12 is a continuation of projects associated with milestone 3 of the MREFPP. This project is a section of levee that is part of a larger levee component that begins near Burdick Expressway and 16th St NE and extends south along the river to 8th Ave. This project will require a consultant to provide design and construction engineering services.
2. Describe the ranking of this request in comparison to other requests within the department.
This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

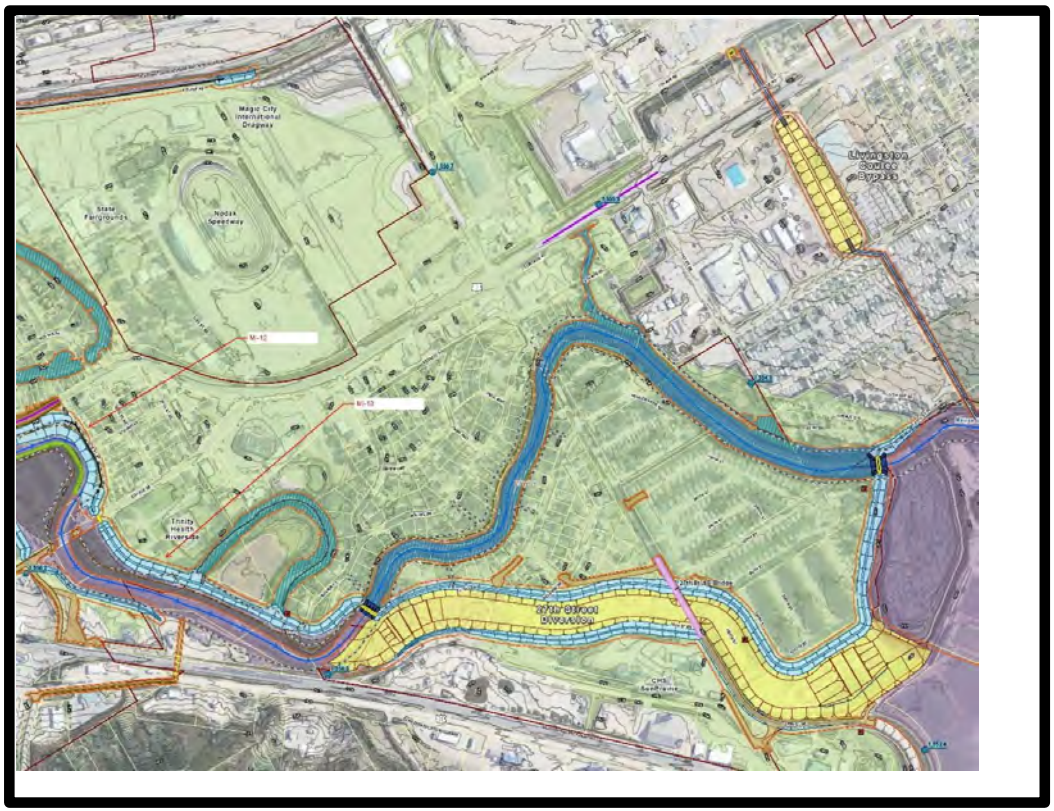
City of Minot

Capital Improvement Plan

Project Name	Trinity Levee MI-13
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	86

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	Construction	Construction	Construction	
Capital Outlay	$ -	$ 1,300,000	$ 11,900,000	$ 10,900,000	$ 1,400,000	$ 25,500,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 1,300,000	$ 11,900,000	$ 10,900,000	$ 1,400,000	$ 25,500,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	16,575,000
Local: Sales Tax	8,925,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 25,500,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	6
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	86
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
MI-13 is a continuation of projects associated with milestone 3 of the MREFPP. This project is a section of levee of a larger levee component that begins near 8th Ave bridge and extends south along the river to the Souris Court of the Green Valley subdivision. This project will require a consultant to provide design and construction engineering services.
2. Describe the ranking of this request in comparison to other requests within the department.
This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

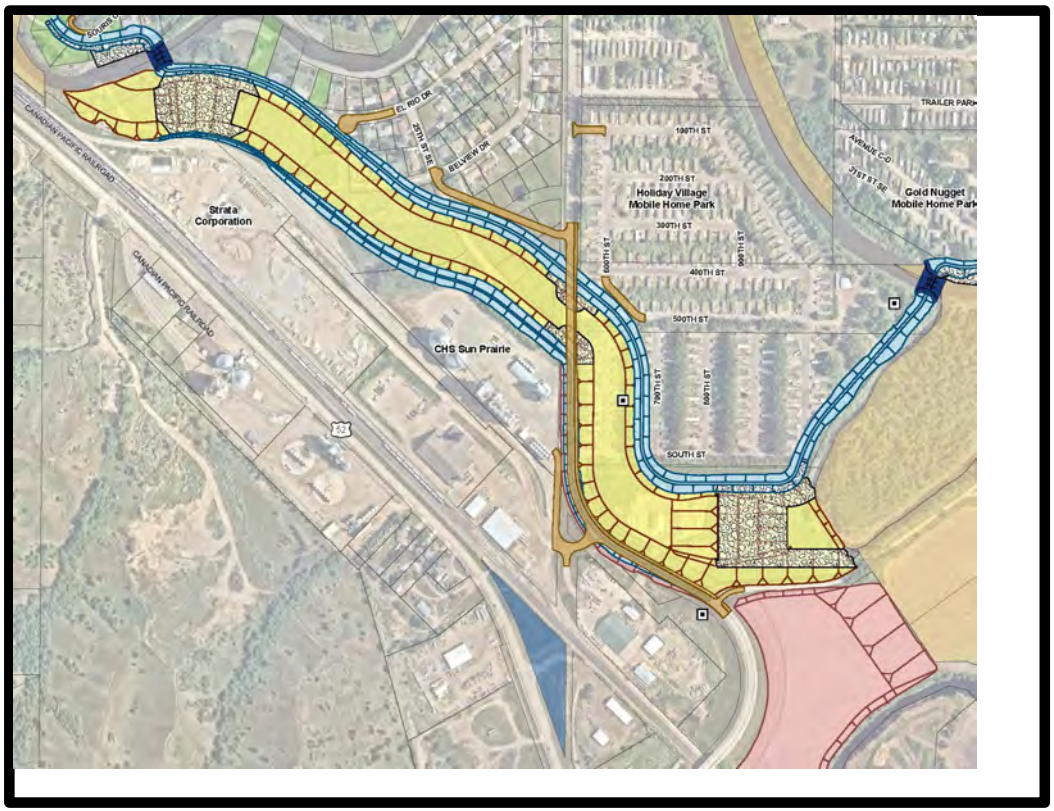
City of Minot

Capital Improvement Plan

Project Name	27th Street Diversion MI-14
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	91.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	Construction	Construction	Construction	
Capital Outlay	$ -	$ 13,125,000	$ 25,305,000	$ 43,470,000	$ 73,160,000	$ 155,060,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 13,125,000	$ 25,305,000	$ 43,470,000	$ 73,160,000	$ 155,060,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	100,789,000
Local: Sales Tax	54,271,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 155,060,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	9
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	92
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

MI-14 the final segment of projects associated with milestone 3 of the MREFPP that will remove an additional 25% of residents from the regulated flood plain. This project is a large high flow bypass channel that starts near Souris Court, extends southeast across 27th St and terminates south of Holiday Village mobile home park. This project will require a consultant to provide design and construction engineering services.

2. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

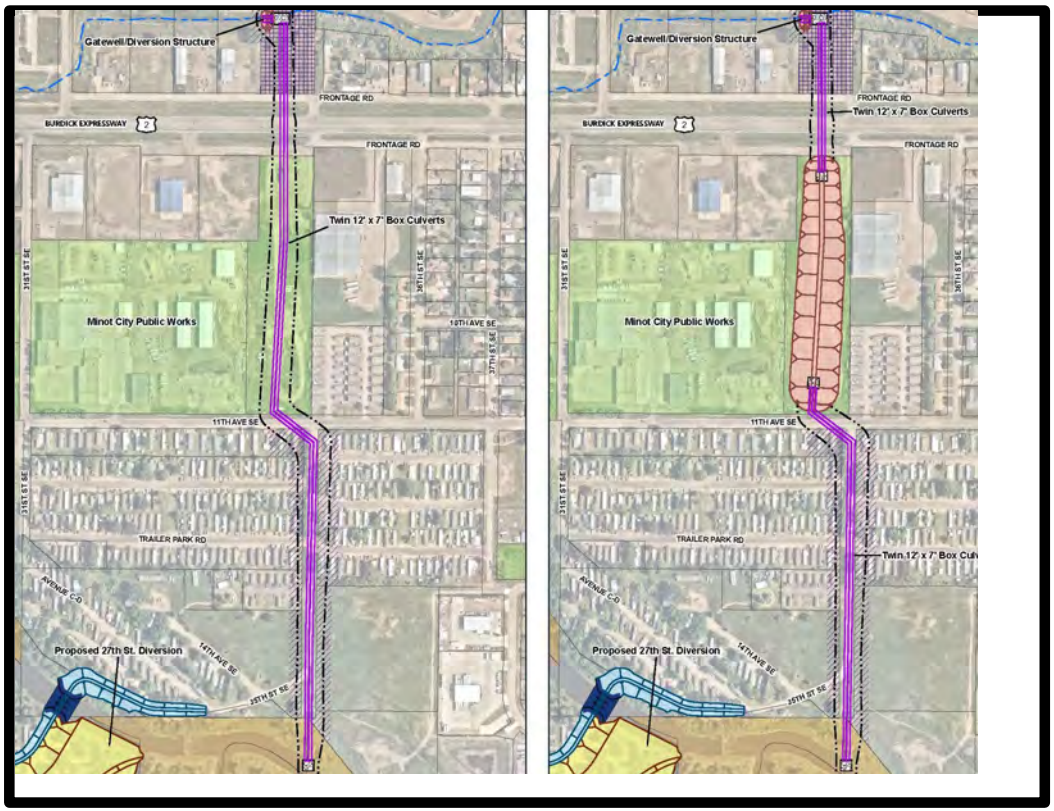
City of Minot

Capital Improvement Plan

Project Name	Livingston Coulee Bypass MI-15
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	84

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	Construction	Construction	—	
Capital Outlay	$ -	$ 6,100,000	$ 40,800,000	$ 12,900,000	$ -	$ 59,800,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 6,100,000	$ 40,800,000	$ 12,900,000	$ -	$ 59,800,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	38,870,000
Local: Sales Tax	20,930,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 59,800,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	6
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	84
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

MI-15 is a componet of milestone 3 of the overall MREFPP project. This project will construct a bypass to divert flows from Livinston Coulee to an area outside of the line of protection during a flood event. This will eliminate the need to pump Livingston Coulee flows during a rain event while the 27th St Diversion is operating. The bypass will reduce the costs of the intial Livingston Coulee concept by $50-$80 million. This project will require a consultant to provide design and construction engineering services.

2. Describe the ranking of this request in comparison to other requests within the department.

This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

City of Minot

Capital Improvement Plan

Project Name	River Oaks Acquisitions MI-16
Project Fund	Flood Control Capital (Fund 430)
Department	Flood Control
Project Number	
Tier	1
Scoring	80

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Purchase	—	—	—	
Capital Outlay	$ -	$ 3,100,000	$ -	$ -	$ -	$ 3,100,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 3,100,000	$ -	$ -	$ -	$ 3,100,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	2,325,000
Local: Sales Tax	775,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 3,100,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	10
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	10
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	10
	Total Score	80
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
This project would consist of acquiring homes in River Oaks in lieu of constructing flood control. Analysis of the initial concept showed more houses needed to be acquired for flood control than the project would actually protect. The cost of protection far exceeds the cost of acquisition.

2. Describe the ranking of this request in comparison to other requests within the department.
This project is part of the overall MREFPP to reduce flood risk along the Souris River in Minot. Flood control overall is a high priority project, but individual phases are being designed and constructed sequentially.

City of Minot

Capital Improvement Plan

Project Name	6th Street & Central Avenue Roundabout
Project Fund	Capital Infrastructure (Fund 410)
Department	Airport
Project Number	
Tier	1
Scoring	89

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Construction	—	—	—	
Capital Outlay	$ -	$ 300,000	$ -	$ -	$ -	$ 300,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 300,000	$ -	$ -	$ -	$ 300,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	300,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 300,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	8
Funding and Implementation Feasibility	20%	10
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	10
Public and Stakeholder Support	5%	8
	Total Score	89
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
The construction of a roundabout at the intersection of 6th Street and Central Avenue in response to anticipated operational, safety and long-term maintenance benefits.

2. Describe the ranking of this request in comparison to other requests within the department.
The roundabout will provide many safety and operational benefits and will be most cost effectively constructed with the construction of the Maple Diversion flood control project.

Appendix E – Police

Capital Improvement Plan

Department Summary

Department: Police

Projects:	**Tier**	**Scoring**	**Start Year**	**Finish Year**	**Total 5-Year Costs**
Police Department Facility	1	82	2027	2029	10,000,000
Department Total					$ 10,000,000

Project Costs by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Police Department Facility	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -
Department Total	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -

Funding Sources:	
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	10,000,000
Department Total	$ 10,000,000

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	-	-	-	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (specify)	5,000,000	5,000,000	-	-	-
Department Total	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -

City of Minot

Capital Improvement Plan

Project Name	Police Department Facility
Project Fund	Capital Infrastructure (Fund 410)
Department	Police
Project Number	2026-1
Tier	1
Scoring	82

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Construction	Operation	Operation	Operation	
Capital Outlay	$ 5,000,000		$ -	$ -	$ -	$ 10,000,000
Personnel Costs	-		-	-	-	-
Operation Costs	-		-	-	-	-
Total Project	$ 5,000,000		$ -	$ -	$ -	$ 10,000,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
General Fund Reserves	10,000,000
Total Project	$ 10,000,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	8
	Total Score	82
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

This request is to remodel the existing police department to meet the needs of the City of Minot.
In 2023 The Minot City Council commissioned a study to address City's aging police department and municipal court and to examine the needs of the department and city. The overall goal of this study was to create a design plan that will meet Minot's needs for the next 25 or more years while addressing safety and liability issues. improving process efficiencies for personnel and citizens, ensuring long term value of investment, creating a welcoming environment, and proactively planning for growth over the next 25 years.
On October 2, 2023, EAPC Architects Engineering, the firm selected for the study, delivered the report titled the Minot Police Departments Needs and Feasibility Assessment.
In review of the needs of the police department, EAPC utilized a LEAN process, a consensus building planning system that establishes a process and metric to measure success of the work, to ensure the study captured what was important to the City of Minot. EAPC then completed a facility assessment or a comprehensive review of the physical infrastructure of the building, an analysis of existing space usage, and a growth projection based on staffing levels and future city population estimates. Utilizing this information they developed a space needs analysis to project the space required to meet the needs of the department.
Since the original structure was constructed prior to the Americans with Disabilities Act (ADA), the study found several basic concerns to include multiple level changes with stairs only. Furthermore, the building has undergone several remodels and as a result of multiple level changes and remodels, the buildings existing space usage and flow exhibit multiple inefficiencies to include separation of working spaces and level changes within workspaces. From their analysis EAPC estimated the 25-year space needs of the Minot Police Department to be 75,209 square feet which is consistent with national standards for space needs of an agency of this size. This current structure falls 34,059 square feet short at a total of 41,150 square feet.
After examining the needs of the police department and city, this study developed several possible solutions, which in February 2026, the City Council approved Ackerman Estvold Architects to begin the remodeling of the existing structure.

2. Describe the ranking of this request in comparison to other requests within the department.

This will be funded through general fund reserves.

Appendix F – Public Works Operations

Capital Improvement Plan

Department Summary

Department: **Public Works Operations**

Projects:	**Tier**	**Scoring**	**Start Year**	**Finish Year**	**Total 5-Year Costs**
Fuel Farm	3	57.5	2027	2029	300,000
Department Total					$ 300,000

Project Costs by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Fuel Farm	100,000	100,000	100,000	-	-
Department Total	$ 100,000	$ 100,000	$ 100,000	$ -	$ -

Funding Sources:	
Federal Funds	$ -
State Funds	-
Local: Sales Tax	300,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other	-
Department Total	$ 300,000

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	-	-	-	-	-
Local: Sales Tax	100,000	100,000	100,000	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other	-	-	-	-	-
Department Total	$ 100,000	$ 100,000	$ 100,000	$ -	$ -

City of Minot

Capital Improvement Plan

Project Name	Fuel Farm
Project Fund	Capital Infrastructure (Fund 410)
Department	Public Works Operations
Project Number	4916
Tier	3
Scoring	57.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Preliminary	Purchase	Purchase	—	—	
Capital Outlay	$ 100,000	$ 100,000	$ 100,000	$ -	$ -	$ 300,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 100,000	$ 100,000	$ 100,000	$ -	$ -	$ 300,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	300,000
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 300,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	2
Funding and Implementation Feasibility	20%	5
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	9
	Total Score	58
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

Property Maintenance staff propose the replacement of its current fuel farm, originally installed in 1996 in response to a state mandate for double wall containment tanks. Approaching the end of their 30-year life cycle, these tanks face potential liner and component failures. The project involves transitioning to a more cost-effective above-ground tank storage and delivery system, which is easier to install, maintain, and manage. Additionally, the project will replace the aging dispensers and user activation systems. The new fuel farm will continue to serve Public Works, Water/Wastewater, five Fire Stations, Sanitation, the Water Plant, and other City departments with vehicles.

2. Describe the ranking of this request in comparison to other requests within the department.

The priority level of this project is one that should be addressed as soon as funding can be established. Knowing the environment the system is in, constant high ground water levels, should a breach happen the cost would be very high – water in the fuel dispensing system, environmental cleanup for the soil, etc.

Appendix G – Sanitary Sewer Worksheets

Capital Improvement Plan

Department Summary

Department: Sanitary Sewer

Projects:	**Tier**	**Scoring**	**Start Year**	**Finish Year**	**Total 5-Year Costs**
Wastewater Treatment Facility	3	59	2031	2031	11,000,000
Department Total					$ 11,000,000

Project Costs by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Wastewater Treatment Facility	-	-	-	-	11,000,000
Department Total	$ -	$ -	$ -	$ -	$ 11,000,000

Funding Sources:	
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	11,000,000
Other	-
Department Total	$ 11,000,000

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	-	-	-	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	11,000,000
Other	-	-	-	-	-
Department Total	$ -	$ -	$ -	$ -	$ 11,000,000

City of Minot

Capital Improvement Plan

Project Name	Wastewater Treatment Facility
Project Fund	Water and Sewer (Fund 140)
Department	Sanitary Sewer
Project Number	
Tier	3
Scoring	59

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	—	Design	
Capital Outlay	$ -	$ -	$ -	$ -	$ 11,000,000	$ 11,000,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ -	$ 11,000,000	$ 11,000,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	11,000,000
Other (specify)	-
Total Project	$ 11,000,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	4
Funding and Implementation Feasibility	20%	4
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	7
	Total Score	59
	Tier	**3**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The current wastewater treatment facility is nearing capacity for peak flow conditions and treatment for certain water quality parameters. The EPA has also been discussing tightening of treatment requirements, which our current facility would not be capable of meeting. This project would construct a new mechanical wastewater treatment facility to replace the current lagoon system. A consultant would be hired to design the project and provide construction engineering services.

2. Describe the ranking of this request in comparison to other requests within the department.

Our currently treatment facility is meeting state and federal requirements. The urgency for when a new treatment plant is required will depend on how hard and how fast state and federal regulations force us to make improvements

Appendix H – Storm Sewer Worksheets

Capital Improvement Plan

Department Summary

Department: Storm Sewer

Projects:	**Tier**	**Scoring**	**Start Year**	**Finish Year**	**Total 5-Year Costs**
Storm Sewer Dist 124 Polaris Park Watershed	2	77	2027	2027	$ 2,830,000
Hacienda Hills Outfall Improvements	2	69.5	2027	2028	1,075,000
11th Ave SW Watershed Storm Sewer District	2	77.5	2027	2029	14,965,000
Department Total					$ 18,870,000

Project Costs by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Storm Sewer Dist 124 Polaris Park Watershed	$ 2,830,000	$ -	$ -	$ -	$ -
Hacienda Hills Outfall Improvements	75,000	1,000,000	-	-	-
11th Ave SW Watershed Storm Sewer District	1,665,000	-	13,300,000	-	-
Department Total	$ 4,570,000	$ 1,000,000	$13,300,000	$ -	$ -

Funding Sources:	
Federal Funds	$ -
State Funds	5,975,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	3,745,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	7,650,000
Local: Revenue Bonds	-
Other (Water/Sewer Reserves)	1,500,000
Department Total	$ 18,870,000

Funding Sources by Year:	**2027**	**2028**	**2029**	**2030**	**2031**
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	775,000	-	5,200,000	-	-
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	445,000	-	3,300,000	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	3,350,000	1,000,000	3,300,000	-	-
Local: Revenue Bonds	-	-	-	-	-
Other (Water/Sewer Reserves)	-	-	1,500,000	-	-
Department Total	$ 4,570,000	$ 1,000,000	$13,300,000	$ -	$ -

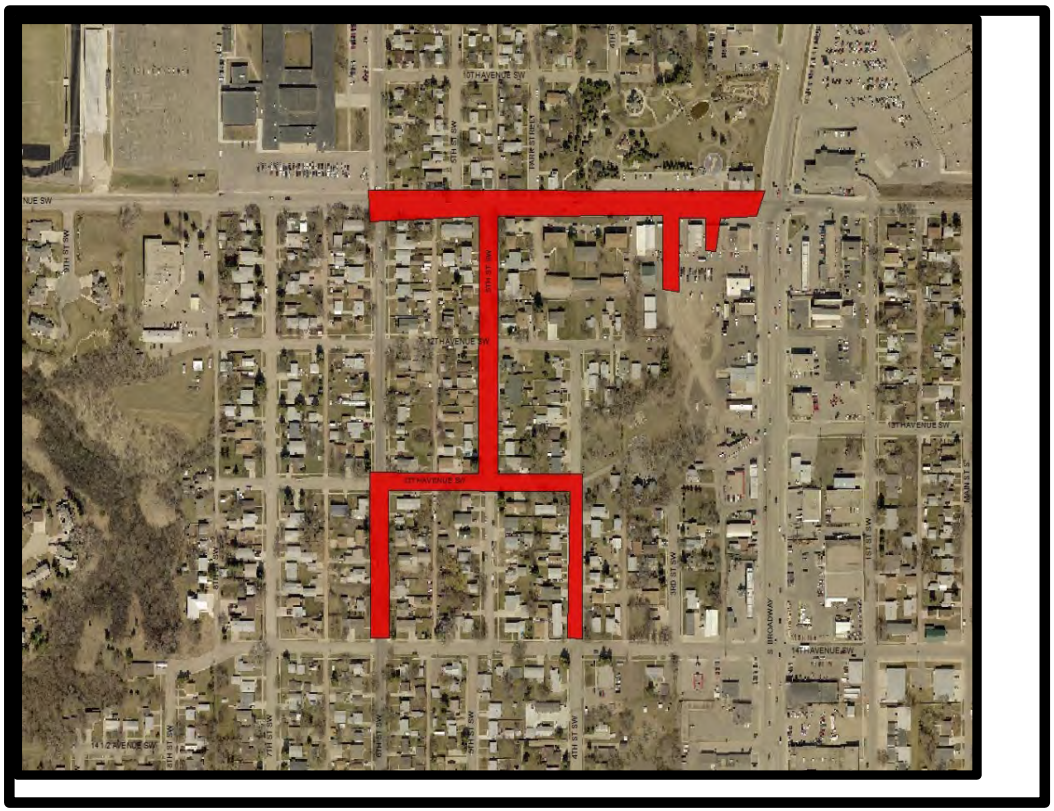
City of Minot

Capital Improvement Plan

Project Name	11th Ave SW Watershed Storm Sewer District
Project Fund	Capital Infrastructure (Fund 410)
Department	Storm Sewer
Project Number	
Tier	2
Scoring	77.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Design	Construction	Operation	Operation	
Capital Outlay	$ 1,665,000	$ -	$ 13,300,000	$ -	$ -	$ 14,965,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 1,665,000	$ -	$ 13,300,000	$ -	$ -	$ 14,965,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	5,975,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	3,745,000
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	3,745,000
Local: Revenue Bonds	-
Water-Sewer-Storm Fund Reserves	1,500,000
Total Project	$ 14,965,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	7
Asset Condition and Maintenance Needs	25%	8
Funding and Implementation Feasibility	20%	8
Strategic and Policy Alignment	15%	8
Community and Economic Impact	10%	8
Public and Stakeholder Support	5%	8
	Total Score	78
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The 11th Avenue SW watershed has had flooding issues for many decades. The primary issue is due to a lack of inlet capacity along 11th Avenue SW as there is no storm sewer south of 11th Avenue to collect the drainage from the watershed. All the runoff has to be conveyed to the catch basins on 11th Avenue which quickly become overwhelmed and the street floods. In addition, the underground utilities are from the 1960s and are in need of replacement. This will require a full reconstruction of 11th Avenue from Broadway to 6th Street. The storm sewer project will be paid for with storm sewer development funding and special assessments. The water and sewer will be paid for with water and sewer reserves and the street reconstruction will be paid for with Hub City funds.

2. Describe the ranking of this request in comparison to other requests within the department.

The project is a high priority storm sewer project as it will eliminate flooding on very common storm events. 11th Avenue is a collector roadway and serves as a significant link between Broadway and 16th Street SW. The project will also replace failing sewer and water utilities in addition to replacing the roadway, sidewalks and installing new street lighting. There is a potential for a roundabout at 6th St and 11th Ave SW to solve traffic issues at the intersection.

City of Minot

Capital Improvement Plan

Project Name	Hacienda Hills Outfall Improvements
Project Fund	Water and Sewer (Fund 140)
Department	Storm Sewer
Project Number	
Tier	2
Scoring	69.5

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Construction	—	—	—	
Capital Outlay	$ 75,000	$ 1,000,000	$ -	$ -	$ -	$ 1,075,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 75,000	$ 1,000,000	$ -	$ -	$ -	$ 1,075,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	1,075,000
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 1,075,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	6
Asset Condition and Maintenance Needs	25%	9
Funding and Implementation Feasibility	20%	6
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	5
Public and Stakeholder Support	5%	9
	Total Score	70
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The Hacienda Hills outfall watershed encompasses over 200 acres of developed and 200 acres of sparsely developed property in southeast Minot. During runoff events several storm systems are routed through pipes and channels to a series of detention ponds before flowing out the Hacienda Hills outfall. Runoff then flows down a steep coulee and eventually enters the Souris River. Over the years, significant erosion has occurred through this system, partially due to others downstream. The proposed project will first study the most effective method to prevent future erosion. A future project can then be programmed. At this time, the improvements are being planned with storm sewer development funding. There is potential for future cost share by other entities but these opportunities must be explored further. It is likely the city will have to fund these improvements alone. In addition, the traditional method of special assessments may not be viable for this

2. Describe the ranking of this request in comparison to other requests within the department.

The flooding impact damages only a few property owners, but the impacts are large. The high initial velocity coming from the pipes can be very dangerous. The high velocity is also what is causing the erosion.

City of Minot

Capital Improvement Plan

Project Name	Storm Sewer Dist 124 Polaris Park Watershed
Project Fund	Water and Sewer (Fund 140)
Department	Storm Sewer
Project Number	
Tier	2
Scoring	77

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Operation	Operation	Operation	Operation	
Capital Outlay	$ 2,830,000	$ -	$ -	$ -	$ -	$ 2,830,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 2,830,000	$ -	$ -	$ -	$ -	$ 2,830,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	2,830,000
Local: Revenue Bonds	-
Other (specify)	-
Total Project	$ 2,830,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	9
Funding and Implementation Feasibility	20%	6
Strategic and Policy Alignment	15%	6
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	8
	Total Score	77
	Tier	**2**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The Storm Sewer District 124 project aims to reduce flooding along Broadway from approximately 27th Ave NW to 30th Ave NW. During the 25 year and larger storm events, Broadway and the west frontage road are under water for several hours, completely blocking these roadways from travel. In addition, severe erosion is happening to the east of the 48" outfall along 30th Ave NE. This outfall is one of the primary storm water outfalls of the city. The project will correct the drainage issues allowing Broadway to be open during the 100-year event and will correct the erosion and downstream flooding issues by constructing a regional detention pond at the location of the Stonebridge Farms pond.

2. Describe the ranking of this request in comparison to other requests within the department.

Due to the extent of flooding on a major roadway and the current state of erosion along 30th Ave NE, this project ranks high on the list of watersheds to address.

Appendix I – Water Worksheets

Capital Improvement Plan

Department Summary

Department: Water

Projects:	Tier	Scoring	Start Year	Finish Year	Total 5-Year Costs
Water & Sewer Building	1	82	2027	2027	$ 3,700,000
Central Ave/ Blaisdell Watermain Replacement	1	90	2027	2028	7,410,000
Waidts Addition Area & University Ave. Watermain Replacement	1	90	2027	2028	7,410,000
Edison Area Watermain Replacement	1	90	2028	2029	3,940,000
South Hill Complex Area Watermain Replacement	1	90	2028	2029	4,140,000
Eastwood Park Watermain Replacement	1	90	2029	2030	4,385,000
Bel Air Area Watermain Replacement	1	90	2029	2030	4,160,000
Area West of NDSF Watermain Replacement	1	90	2030	2031	4,435,000
SE Area Utility Replacement	1	90	2030	2031	5,355,000
Area East of Corbett Field Watermain Replacement	1	90	2031	2031	575,000
Roosevelt School Area Watermain Replacement	1	90	2031	2031	550,000
Department Total					$ 46,060,000

Project Costs by Year:	2027	2028	2029	2030	2031
Water & Sewer Building	$ 3,700,000	$ -	$ -	$ -	$ -
Central Ave/ Blaisdell Watermain Replacement	3,910,000	3,500,000	-	-	-
Waidts Addition Area & University Ave. Watermain Replacement	3,910,000	3,500,000	-	-	-
Edison Area Watermain Replacement	-	440,000	3,500,000	-	-
South Hill Complex Area Watermain Replacement	-	440,000	3,700,000	-	-
Eastwood Park Watermain Replacement	-	-	485,000	3,900,000	-
Bel Air Area Watermain Replacement	-	-	460,000	3,700,000	-
Area West of NDSF Watermain Replacement	-	-	-	485,000	3,950,000
SE Area Utility Replacement	-	-	-	515,000	4,840,000
Area East of Corbett Field Watermain Replacement	-	-	-	-	575,000
Roosevelt School Area Watermain Replacement	-	-	-	-	550,000
Department Total	$11,520,000	$ 7,880,000	$ 8,145,000	$ 8,600,000	$ 9,915,000

Funding Sources:	
Federal Funds	$ -
State Funds	25,416,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	20,644,000
Department Total	$ 46,060,000

Funding Sources by Year:	2027	2028	2029	2030	2031
Federal Funds	$ -	$ -	$ -	$ -	$ -
State Funds	4,692,000	4,728,000	4,887,000	5,160,000	5,949,000
Local: Sales Tax	-	-	-	-	-
Local: Tax Levy	-	-	-	-	-
Local: Special Assessments	-	-	-	-	-
Local: Sales Tax Bonds	-	-	-	-	-
Local: General Obligation Bonds	-	-	-	-	-
Local: Storm Sewer Development	-	-	-	-	-
Local: Revenue Bonds	-	-	-	-	-
Other Agency Contribution	6,828,000	3,152,000	3,258,000	3,440,000	3,966,000
Department Total	$11,520,000	$ 7,880,000	$ 8,145,000	$ 8,600,000	$ 9,915,000

City of Minot

Capital Improvement Plan

Project Name	Central Ave/ Blaisdell Watermain Replacemer
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Construction	Construction	—	—	—	
Capital Outlay	$ 3,910,000	$ 3,500,000	$ -	$ -	$ -	$ 7,410,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 3,910,000	$ 3,500,000	$ -	$ -	$ -	$ 7,410,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	4,446,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	2,964,000
Total Project	$ 7,410,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of old cast iron pipes in the remaining Dacotah Homes Addition area and W. Central Ave with the addition of the Blaisdell Bird Addition north of 4th Ave NW, where there are a lot of breaks and water quality and fire flow issues. If lead lines are encountered while replacing curb stops, they will be replaced as well.
2. Describe the ranking of this request in comparison to other requests within the department.
These areas have cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

City of Minot

Capital Improvement Plan

Project Name	Waidts Addition Area & University Ave. Wat
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Construction	—	—	—	
Capital Outlay	$ 3,910,000	$ 3,500,000	$ -	$ -	$ -	$ 7,410,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 3,910,000	$ 3,500,000	$ -	$ -	$ -	$ 7,410,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	4,446,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other (specify)	2,964,000
Total Project	$ 7,410,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of old cast iron pipes in the Waidts Addition area and University Ave. from 8th St. NW to Broadway, where there are a lot of breaks and water quality and fire flow issues. If lead lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the ranking of this request in comparison to other requests within the department.
These areas have cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

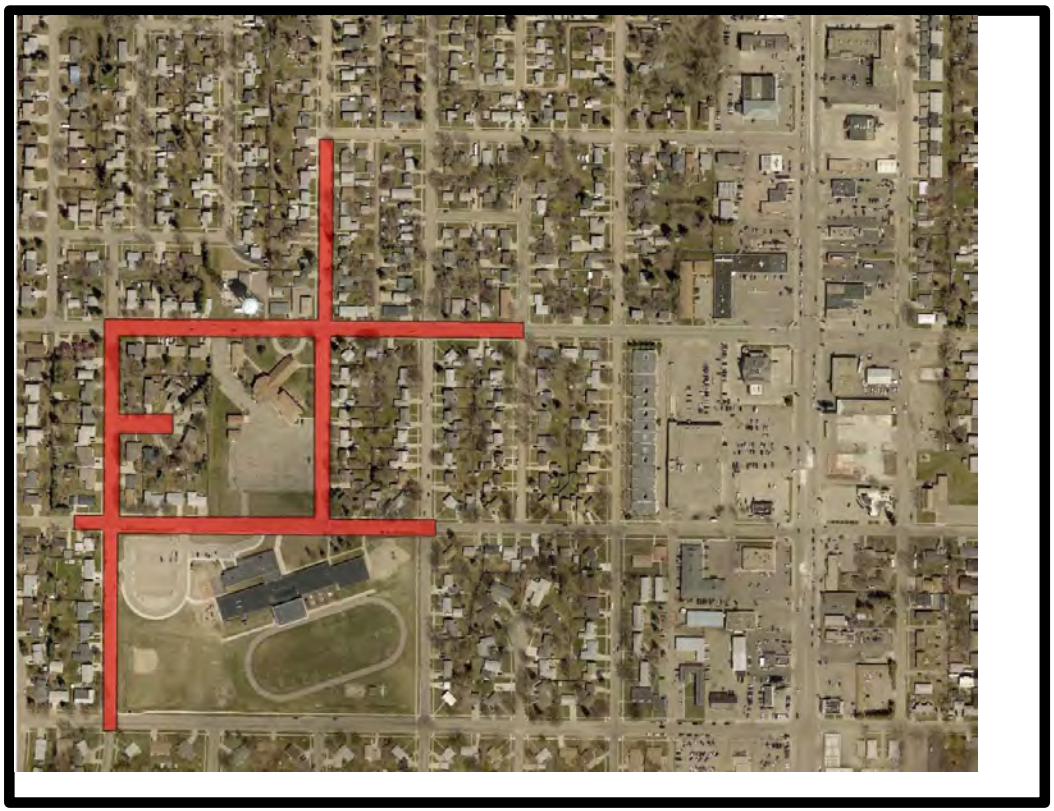
City of Minot

Capital Improvement Plan

Project Name	Edison Area Watermain Replacement
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Design	Construction	—	—	
Capital Outlay	$ -	$ 440,000	$ 3,500,000	$ -	$ -	$ 3,940,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 440,000	$ 3,500,000	$ -	$ -	$ 3,940,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	2,364,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	1,576,000
Total Project	$ 3,940,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of old cast iron pipes in the Edison School area, where there are frequent watermain breaks and water quality and fire flow issues. If lead service lines are encountered while repolacing curb stops, they will be replaced as well.

2. Describe the ranking of this request in comparison to other requests within the department.
This area has cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

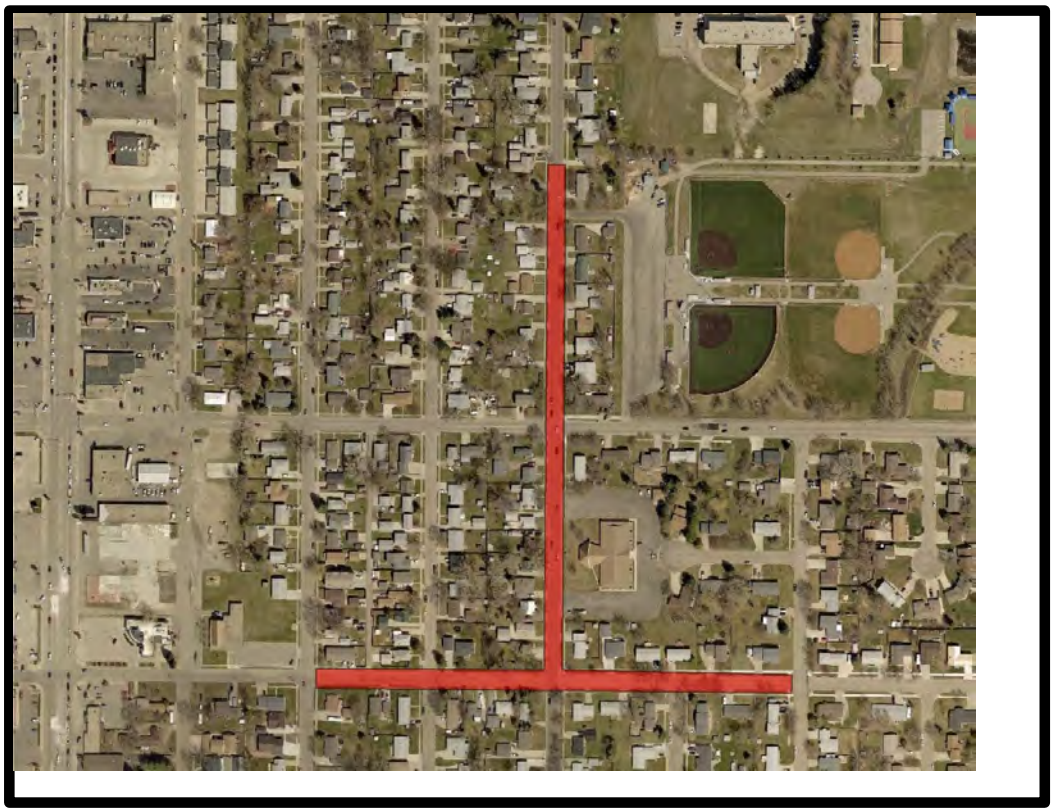
City of Minot

Capital Improvement Plan

Project Name	South Hill Complex Area Watermain Replacer
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	Design	Construction	—	—	
Capital Outlay	$ -	$ 440,000	$ 3,700,000	$ -	$ -	$ 4,140,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ 440,000	$ 3,700,000	$ -	$ -	$ 4,140,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	2,484,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	1,656,000
Total Project	$ 4,140,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of old cast iron pipes in the South Hill Complex area, where there are a lot of breaks and water quialty and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the ranking of this request in comparison to other requests within the department.
This area has cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

City of Minot

Capital Improvement Plan

Project Name	Eastwood Park Watermain Replacement
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	—	—	
Capital Outlay	$ -	$ -	$ 485,000	$ 3,900,000	$ -	$ 4,385,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ 485,000	$ 3,900,000	$ -	$ 4,385,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	2,631,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	1,754,000
Total Project	$ 4,385,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of old cast iron pipes in the Eastwood Park area, where there are frequent watermain breaks and water quality and fire flow issues. Lead service lines will be encountered while replacing curb stops and will be replaced as well.

2. Describe the ranking of this request in comparison to other requests within the department.
This area has cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

City of Minot

pital Improvement Plan

Project Name	Bel Air Area Watermain Replacement
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	Design	Construction	—	
Capital Outlay	$ -	$ -	$ 460,000	$ 3,700,000	$ -	$ 4,160,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ 460,000	$ 3,700,000	$ -	$ 4,160,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	2,496,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	1,664,000
Total Project	$ 4,160,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of old cast iron pipes in the Bel Air area, where there are frequent watermain breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the ranking of this request in comparison to other requests within the department.
This area has cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

City of Minot

Capital Improvement Plan

Project Name	Area West of NDSF Watermain Replacement
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	Design	Construction	
Capital Outlay	$ -	$ -	$ -	$ 485,000	$ 3,950,000	$ 4,435,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ 485,000	$ 3,950,000	$ 4,435,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	2,661,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	1,774,000
Total Project	$ 4,435,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of old cast iron pipes in the area west of the NDSF, where there are frequent watermain breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the ranking of this request in comparison to other requests within the department.
This area has cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

City of Minot

Capital Improvement Plan

Project Name	SE Area Utility Replacement
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	Design	Construction	
Capital Outlay	$ -	$ -	$ -	$ 515,000	$ 4,840,000	$ 5,355,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ 515,000	$ 4,840,000	$ 5,355,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	3,213,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	2,142,000
Total Project	$ 5,355,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of aging infrastructure in the SE area, where there are frequent watermain breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the ranking of this request in comparison to other requests within the department.
This area has cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

City of Minot

Capital Improvement Plan

Project Name	Area East of Corbett Field Watermain Replace
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	—	Design	
Capital Outlay	$ -	$ -	$ -	$ -	$ 575,000	$ 575,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ -	$ 575,000	$ 575,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	345,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	230,000
Total Project	$ 575,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of old cast iron pipes in the area east of Corbett Field, where there are frequent watermain breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the ranking of this request in comparison to other requests within the department.
This area has cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

City of Minot

Capital Improvement Plan

Project Name	Roosevelt School Area Watermain Replaceme
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	90

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	—	—	—	—	Design	
Capital Outlay	$ -	$ -	$ -	$ -	$ 550,000	$ 550,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ -	$ -	$ -	$ -	$ 550,000	$ 550,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	330,000
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Other Agency Contribution	220,000
Total Project	$ 550,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	8
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	9
Strategic and Policy Alignment	15%	10
Community and Economic Impact	10%	7
Public and Stakeholder Support	5%	10
	Total Score	90
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.
Replacement of old cast iron pipes in the Roosevelt School area, where there are frequent watermain breaks and water quality and fire flow issues. If lead service lines are encountered while replacing curb stops, they will be replaced as well.

2. Describe the ranking of this request in comparison to other requests within the department.
This area has cast iron watermain that is beyond is useful life and the area experiences frequent watermain breaks and water quality and fire flow issues.

City of Minot

Capital Improvement Plan

Project Name	Water & Sewer Building
Project Fund	Water and Sewer (Fund 140)
Department	Water
Project Number	
Tier	1
Scoring	82

Estimated Project Costs

	2027	2028	2029	2030	2031	Total 5-Year Costs
Project Status	Design	Construction	—	—	—	
Capital Outlay	$ 3,700,000	$ -	$ -	$ -	$ -	$ 3,700,000
Personnel Costs	-	-	-	-	-	-
Operation Costs	-	-	-	-	-	-
Total Project	$ 3,700,000	$ -	$ -	$ -	$ -	$ 3,700,000



Estimated Funding Sources

	Amount
Federal Funds	$ -
State Funds	-
Local: Sales Tax	-
Local: Tax Levy	-
Local: Special Assessments	-
Local: Sales Tax Bonds	-
Local: General Obligation Bonds	-
Local: Storm Sewer Development	-
Local: Revenue Bonds	-
Water-Sewer-Storm Fund Reserves	3,700,000
Total Project	$ 3,700,000

Committee Scoring

Category	Weight	Score
Health, Safety, and Regulatory Compliance	25%	9
Asset Condition and Maintenance Needs	25%	10
Funding and Implementation Feasibility	20%	7
Strategic and Policy Alignment	15%	7
Community and Economic Impact	10%	6
Public and Stakeholder Support	5%	8
	Total Score	82
	Tier	**1**

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Provide Project Description.

The roof of the existing water and sewer building leaks and to repair it would require structural improvements which would make very expensive. The building is being used to it's full capacity and a larger and better laid out space is badly needed. Thus, funding is requested for the construction of a new water and sewer building.

2. Describe the ranking of this request in comparison to other requests within the department.

The age of the building and the condition of the roof pose employee safety concerns making this a high priority.

TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: May 18, 2026

SUBJECT: **AIRPORT GROUND LEASE AND HANGAR DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MINOT AND JADE AVIATION LLC**

I. RECOMMENDED ACTION

It is recommended City Council approve the Ground Lease and Hangar Development contract between City of Minot and Jade Aviation LLC contingent upon City Permit approval; and authorize the Mayor to sign the lease agreement.

II. DEPARTMENT CONTACT PERSONS

Jessica Long, Business & Development Man., 701-857-4725

III. DESCRIPTION

A. Background

Jade Aviation LLC has requested a ground lease agreement for Hangar Development at Minot International Airport for 1st addition lot 7 in the Southside hangar development area. This area is currently empty and platted for development. Jade Aviation intends to place a hangar on the leased grounds for aeronautical use.

B. Proposed Project

New Hangar development at Minot International Airport located on the Southside 1st Addition Lot 7.

C. Recommendation Detail

Proposed build has been approved by FAA and is pending permit from City of Minot for build. Agreement will be put into place contingent upon permit approval by City of Minot.

IV. IMPACT

A. Service/Delivery Impact:

The ground lease and hangar development will help the Airport continue to grow and provide space for the General Aviation community.

B. Fiscal Impact

Lease is a revenue-only contract. The current rental rate for the partially developed land is $0.22 per square foot at 5,250 square feet for a total of $1,155.00 annually. Lease includes annual CPI increases.

VI. ALTERNATIVES

1. Decline the lease agreement and leave the plat undeveloped.

Minot International Airport Ground Lease and Hangar Development Agreement Between

The City of Minot

and

Jade Aviation LLC

For

Minot International Airport First Addition Lot 7

Effective Date: _____

GROUND LEASE AND HANGAR DEVELOPMENT AGREEMENT

THIS GROUND LEASE AND HANGAR DEVELOPMENT AGREEMENT ("Lease" or "Agreement") was made effective on this **day of , 2026** ("Effective date of this Lease"), is by and between the City of Minot as lessor ("City" or "Lessor") and Jade Aviation LLC as lessee ("Lessee" or "Tenant"), herein referred individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the City is a public body charged with the operation of the Minot International Airport ("Airport"), located in the City of Minot, North Dakota;

WHEREAS, the Parties hereto wish to enter into **this Ground Lease and Hangar Development Agreement** for ground/land on which Lessee constructed a building to support Lessee's aeronautical activities (see Section 8.), as depicted on **- Development and Leased Premises** ("Premises");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Premises:** City hereby leases to the Lessee the land located and more particularly described in the attached and incorporated in . The Premises includes approximately Five Thousand Two Hundred and Fifty (5,250) square feet of land, together with easements for ingress and egress, and parking areas. Lessee, in addition to the Premises, shall be entitled to the general use, in common with others, of all airport facilities made available for use to the general public. For purposes of this Agreement, "airport facilities" shall include runways, taxiways, public ramps, roadways, sidewalks, navigation and terminal aids, lighting facilities, terminal facilities, or other public use facilities that have been constructed by the City and are the direct control of the City.

2. **Base Term:** The base term of this Lease shall be for a period of twenty (20) years commencing on **May 1, 2026** and expiring on **May 1, 2046.**

3. **Option Term:** The City grants the Lessee an option to extend the term of this Agreement for a total of two (2) periods of five (5) years each. Upon the expiration of the Base Term of this Lease, Lessee must notify the City in writing of its desire to exercise an Option Term. Provided the Lessee is in compliance with the terms and conditions of the Lease, and the Lease has not been terminated by either Party, Lessee may request the execution of the Option Term a minimum of twelve (12) months but no more than eighteen (18) months prior to the expiration of the Base Term. Written approval or disapproval will be provided by the City within thirty (30) calendar days of the receipt of such written request. If the request to exercise the Option Term is not made at least twelve (12) months prior to expiration of the base term, the option to exercise the Option Term shall cease and the Lease will expire at the end of the Base Term.

4. **Improvements:** Lessee shall provide the City with "as built" drawings of any and all new construction ("Improvements") within thirty (30) days following completion of construction. City's representative will verify Improved Area and Unimproved Area dimensions of the Premises within thirty (30) days following notice from the Lessee of completion to reconcile the final rental rate pursuant to Paragraph 6.

5. **Project Costs:** Lessee shall be solely responsible for all costs associated with any development and/or construction completed by Lessee on the Premises.

6. **Base Ground Rent and Rental Adjustments: Rent shall be established at a rate of Twenty-two cents ($0.22) per square foot for the square footage of the site of Five Thousand Two Hundred and Fifty (5,250) square feet.** The Base Rent will be subject to adjustment commencing on the anniversary date of beneficial occupancy every year with the adjustment being the total of the Consumer Price Index for the Minot region for the previous five-year period aggregated, or an increase of seven percent (7%) whichever is greater. the adjustment being the total of the Consumer Price Index for the Minot region for the previous five-year period aggregated, or an increase of seven percent (7%) whichever is greater.

   Rent payments shall be due monthly and payable in advance on the date of issuance of occupancy and on each anniversary date of occupancy through the Term of the Agreement. Rent will be assessed for the gross square footage of the Premises included in the approved site plan identified in . Rent shall be paid to the City at the following address, which address may be changed from time to time upon ten (10) days' written notice:

   Minot International Airport
   305 Airport Road, Suite 216
   Minot, ND 58703

   Base Rent for the period commencing May 01, 2026 through May 01, 2046 will be: $0.22 per square foot per year for the hangar footprint, fire code set back, and remainder of the Premises (as shown on : Rate Sheet).

7. **Agent:** The City appoints the Airport Director, or designee, as its authorized representative and agent to receive all Rent, notices, and reports under this Lease.

8. **Use of Premises:** Lessee shall have the full and free right to ingress and egress from the Premises and use the Premises for the purposes as defined in this Paragraph and for no other purpose without the express prior written consent of the Airport Director or designee.

   Lessee may only use the building constructed on the Premises for aeronautical activities as defined by the FAA and confirmed by the Minot Airport Director. This shall include the storage of active aircraft and the maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of inactive or nonoperational aircraft. The determination as to whether aircraft is active or operational, or whether it is being stored for an indefinite period of time,

shall be made by the Minot Airport Director. The use of the Premises must, at all times, be in compliance with the City's Minimum Standards for Commercial and Aeronautical Operations ("Minimum Standards") as adopted by the City and as may be amended from time to time.

As of the date of the execution of this Agreement, Lessee plans to use this Premises for the following aeronautical activities:

a. Storage and maintenance of active aircraft, but not the indefinite storage of inactive or nonoperational aircraft, all of which must be either owned, leased, or in the care of the Lessee;

b. Administrative functions related to Lessee's aeronautical activities;

c. Pilot and crew operations related to Lessee's aeronautical activities;

d. Storage of aeronautical parts and related equipment, but not the indefinite storage of parts and equipment; and

e. Staging area for vehicles/equipment needed for emergency operations.

If Lessee plans to use this Premises for any aeronautical activities other than the ones listed above, they must first receive permission to do so in writing from the Airport Director. If Lessee plans to use the Premises for aeronautical activities other than those listed above for a period longer than sixty (60) days, they must first receive permission to do so from the City Council. If Lessee uses the Premises for activities other than the aeronautical activities listed above without first obtaining permission in writing from the City in accordance with this paragraph, their failure to obtain permission shall be considered a material breach of this lease.

Aircraft must be removed from any structure if fueling and/or defueling operations are conducted on the Premises. Aircraft maintenance conducted on the Premises shall be accomplished in accordance with Minimum Standards, City Building and Fire Codes, and adopted rules and regulations.

The City and Lessee will cooperate in developing appropriate plans in the event a future change in the Minimum Standards requires a change to the Premises.

City may, at any reasonable time, contact the Lessee to conduct an inspection to confirm compliance with the terms of this lease, including an inspection to confirm they are using the Premises for an aeronautical purpose.

9. **Parking:** The Premises may be used for vehicle parking of business-related automobiles, trucks, vans, trailers and similar vehicles without the payment of any additional fees to the City. Vehicles must be in working order with current licenses and registration and within the requirements of the Airport Rules and Standards.

10. **Signs:** Lessee may install ordinance compliant signs or other corporate identification of the business on the Premises at its sole cost, provided, however, that the Lessee or its designee has obtained both the City's permit approval and the Airport Director or designee's prior written approval as to the size, type, design and location of these signs or other corporate identification prior to installation.

11. **Right to Amend:** If the Federal Aviation Administration ("FAA") or its successor, requires modifications or changes in this Lease as a condition precedent to granting funds for Airport improvements, Lessee may either: (A) consent to the amendments, modifications, or changes of this Lease as may be reasonably required and to incorporate such required changes into an amendment to this Lease; provided that Lessee will not be required to pay increased Rent or change the use of the Premises or accept a relocation or reduction in size of the Premises until Lessee and the City have fully executed an amendment to this Lease that is mutually satisfactory to all Parties; or (B) terminate this Lease as of the effective date of the modifications or changes to this Lease, with no further obligations to City. Lessee shall have thirty (30) days from the date they receive notice of the FAA required modifications or changes in this Lease to advise the City in writing of its election of either A or B as set forth in the preceding sentence. If Lessee fails to deliver notice of its election within thirty (30) days, the City may terminate this Lease as of the effective date of the modifications or changes to this Lease and give notice of termination to the Lessee.

12. **Subordination to U.S.A./Federal Aviation Administration/Department of Homeland Security Requirements:** This Lease shall be subject and subordinate to the provisions of any existing or future agreement between City and the United States of America, or the State of North Dakota, or any agency thereof, relating 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 or operation of the Airport. Lessee shall remain compliant with current and future security rules and regulations and policies of the FAA, the Department of Homeland Security, or any other governmental body having jurisdiction over the Airport.

13. **Development of Premises:** All plans and specifications for Lessee's development of Premises and all renovations, remodeling, refurbishing and construction upon the Premises must meet all fire, building, and other applicable City, state and federal regulations and code requirements. Lessee shall be solely responsible, without any cost or expense to the City, for obtaining required approvals and permits and City building permits, and for paying all approval and permit fees associated with the development. Upon final completion and acceptance of the Improvements by the City, Lessee must provide one (1) set of as-built plans and one (1) electronic copy of the record documents to the Airport Director, who will keep one (1) set of plans on file at the Airport Director's office. Lessee shall also provide compliant as-built plans to the City.

    Lessee must keep said documents current, by providing one (1) set of "as-built" plans and one (1) electronic copy of all record documents showing any alteration in excess of twenty five thousand dollars ($25,000) to the Premises during the term of this Lease to the Airport

Director, which plans are to be attached to this Lease in the same manner as provided for the original plans and specifications. No substantial changes or alterations shall be made to said plans or specifications after initial approval by the City without further written approval by the Airport Director.

Lessee will be responsible for arranging and paying for, at its sole cost, all utility connections to the Premises, including but not limited to electricity, natural gas, propane, water, sewer, telecommunications and/or refuse service use associated with the development of the Premises and subsequent operations. Utility usage will be billed directly to the Lessee and payment will be the sole responsibility of the Lessee. Moreover, charges for said utilities, services and installation thereof shall be paid by Lessee promptly and before any penalty is assessed against Lessee due to non- or late payment.

The Lessee and contractor will coordinate placement of the facility, design, and construction with the City prior to the commencement of construction.

Lessee shall be responsible for causing the Premises, adjacent properties, and the Airport infrastructure to be maintained in good order and condition during construction and upon completion of the Improvements in accordance with commercially reasonable standards at no cost to the City.

During the construction of the Improvements, the Airport Director or designee may enter upon the Premises during normal business hours and make inspections as may be necessary to ensure that the construction of the Improvements is performed in accordance with the requirements of this Lease and in accordance with the submitted plans and specifications.

During this Lease, Lessee shall, subject to the terms and conditions of this Lease, have the continuing right to remodel, renovate, and refurbish the Premises subject to the submission of a written request and a complete set of plans to the City and after obtaining the appropriate building permits and approvals and the prior written consent of the City, which consent shall not be unreasonably withheld.

In the event a lien is attached to the Premises or Lessee's leasehold interest, Lessee shall satisfy and remove any such lien within ten (10) calendar days of notice of such lien. Lessee shall notify the City in writing immediately upon receipt of such notice of a lien being filed and within twenty-four (24) hours of the removal of such lien.

In the event of any foreclosure by any lender, financing agency, or guarantor of its lien or liens on the Improvements constructed by Lessee, fixtures, or trade fixtures located on the Premises, said lender, financing agency, or guarantor succeeds hereunder to all rights, privileges, and duties of Lessee, including without limitation paying Rent, as if said lender was originally named Lessee herein, and said lender, financing agency, or guarantor will have a reasonable time after the date of foreclosure [not less than three hundred sixty five (365) calendar days] to sublease any available Improvements.

Lessee covenants that all construction, including all workmanship and materials, will be of

the same quality as materials used to construct other buildings used for the same or similar purposes already constructed on the Airport property.

After completing construction of improvements on the Premises, Lessee must certify to the Airport Director that the Improvements were completed according to the approved plans and specifications and that Lessee has complied with all applicable federal, state, and local laws, and regulations.

Lessee must include in all construction contracts entered into, a provision requiring the contractor, or in the alternative, Lessee, to indemnify, hold harmless, defend and insure City, including its officers, agents, elected officials, and employees, against the risk of legal liability for death, injury or damage to persons or property, direct or consequential, arising or alleged to arise out of, or in connection with, the contractor's or its agents' presence on the Premises or the Airport and performance of any or all of the construction work thereon, whether the claims and demands made are just or unjust, unless same are caused by the negligence or willful act of City, its officers, agents, or employees. Lessee must furnish or require the contractor to furnish insurance as required in Paragraph 21 herein.

14. **Repair and Maintenance:** Lessee, at its own expense, shall make, or cause to be made, any and all repairs and replacements necessary to keep the Premises in a commercially reasonable condition and in safe repair and shall make any and all repairs and replacements necessary to remedy defects of a structural nature. Lessee shall provide maintenance to keep the interior and exterior of the Premises in a clean, attractive and sanitary condition at all times. Lessee is responsible to maintain all concrete and asphalt within the Premises. The Lessee shall develop a Snow/Ice Removal Plan for the Premises in conjunction with the City and review and submit it annually to the City. The City will remove snow from the taxi lane accessing the site.

    Lessee agrees to remedy any repair and maintenance concerns raised by the Airport Director in writing within thirty (30) days receipt of any such notice of repair. If Lessee disputes any repair and maintenance concerns raised by the Airport Director, he must deliver a written dispute of the same in writing to the City Manager, who shall place the topic on the next regular City Council agenda for discussion and direction from the City Council. If the City Council determines that the repairs and maintenance concerns raised by the Airport Director are warranted, Lessee shall either make arrangements to address the repairs and maintenance concerns or, in the alternative, make arrangements to surrender the Premises to the City within ninety (90) days or such other time frame as can be negotiated in writing by the Parties.

15. **Hazardous Substances:** Lessee shall comply, and shall require any sublessee to comply with all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the Hazardous Substances governed by and transported in full compliance with the transportation laws of the state or federal government, Lessee must not knowingly use,

store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Premises without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Premises.

If Lessee determines that a threat to the environment, including but not limited to a release, discharge, spill or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Premises, or the persons, structures, equipment, or other property thereon, Lessee must notify immediately by oral report, in person or by telephone, to be promptly confirmed in writing within twenty four (24) hours to the Airport Director or designee as required by law or regulation.

Lessee shall keep a readily accessible file of Materials Safety Data Sheets (MSDS) for each Hazardous Substance on site or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any City employee or Airport tenant who responds to report of a discharge of a Hazardous Substance on the Premises.

Lessee will cause prompt remediation and the payment of all costs associated with any action or inaction of Lessee that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event Lessee fails to fulfill this obligation within thirty (30) days after written notice from the City, City may perform such remediation, and the direct and indirect costs of such action shall be invoiced to Lessee plus a fifteen percent (15%) administrative fee. City may perform any such remediation and the direct and indirect cost of such action shall be invoiced to the Lessee plus a fifteen percent (15%) administrative fee. Payment of such charges is due and payable upon demand. The rights and obligations set forth in this Paragraph shall survive the earlier expiration or termination of this Lease.

16. Nondiscrimination/Affirmative Action/Americans with Disabilities Act (ADA):

a. Nondiscrimination – General- Lessee for itself, its hangar construction contractor and subcontractors, and as a requirement for any sublessee, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof covenants that:

i. no person on the grounds of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the Premises;

ii. 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, religion, sex, age, national origin, sexual orientation, marital status, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

b. Nondiscrimination - Business Owner - This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Lessee for itself, and as a requirement for any sublessee, 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 of performance or any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

c. Remedy for Breach – If Lessee is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the City may immediately enforce the remedies directed by the Court's decision, which may include the City's right to reenter the Premises, retake possession thereof and terminate the Lease. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.

d. Affirmative Action – If the Premises are used for a commercial activity, Lessee shall cause to be implemented an affirmative action program as required by 14 CFR Part 152, Subpart E, to provide:

i. that no person on the grounds of race, creed, color, religion, sex, age, national origin, disability, or political belief or affiliation is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E;

ii. that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart;

iii. that third parties otherwise retained by Lessee or its designee shall provide similar assurances to Lessee or its designee to undertake affirmative action programs and to require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E.

e. Lessee or its designee at no expense to the City shall comply with any applicable requirements of the ADA as it may be amended, with respect to the Premises.

17. Compliance with Laws:

a. General - Lessee covenants to promptly observe, comply with, and execute, and shall cause any sublessee to promptly observe, comply with, and execute, the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied following

written notice and a reasonable cure period, may be cause for City's exercising its rights under Paragraph 18 of this Lease. During any period of Lessee's or any sublessee's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders and directions in a court of competent jurisdiction, as long as Lessee or sublessee is in compliance with the terms and conditions of this Agreement, any such challenge shall not be deemed a breach of this Lease.

b. Federal - Lessee shall comply and shall require any sublessee to comply with all applicable Federal laws, rules, and regulations, including without limitation the Drug Free Workplace Act, the Violence in the Workplace Act, the Americans with Disabilities Act, and any other acts that the U.S. Congress passes that apply to the uses and operations at the Premises.

c. State - Lessee shall comply with all applicable state laws, rules, and regulations of the State of North Dakota.

d. Local - Lessee shall comply with all applicable City of Minot ordinances, and rules and regulations promulgated by the City and the City's Rules and Regulations.

18. Termination:

a. Termination By Lessee – Subject to Paragraph 18. Subparagraph d., and without limiting any other rights and remedies to which Lessee may be entitled by common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by Lessee at any time after the happening, and during the existence, of one of more of the following events:

i. The City's permanent abandonment of the Premises at the Airport;

ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, that substantially restricts any sublessee from operating for at least one hundred fifty (150) calendar days;

iii. The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises, that continues for at least one hundred fifty (150) calendar days;

iv. The default by the City in the performance of any covenant or obligation on the part of the City to be performed, and the failure of the City to remedy the default for sixty (60) calendar days after receipt from Lessee of written notice to remedy the same; or

v. Lessee's decision to terminate the Lease as provided in Paragraph 11(B) of the Lease.

b. **Termination by City**: Subject to Paragraph 18., Subparagraph d., and without limiting any other rights and remedies to which City may be entitled at common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by City if Lessee:

i. Is in arrears in paying the Rent, fees, or other charges due under this Lease for thirty (30) calendar days after written notice, or such other time as may be provided herein;

ii. Makes a general assignment for the benefit of creditors;

iii. Abandons the Premises. "Abandon" shall mean failing to use the Premises for a period in excess of one (1) year without notice to or coordination with the City. "Failure to Use the Premises" shall be interpreted as failure to conduct the agreed upon aeronautical uses as set forth in Paragraph 8 of this Lease. Failure to furnish utilities to the building in excess of one (1) year will be considered prima facie evidence of abandonment by the Lessee.

iv. Otherwise defaults in the performance of any of other material covenants of this Lease and continues the default for thirty (30) calendar days, or such other time as may be provided herein, after receipt of written notice from the City of the default. If the default cannot reasonably be cured within said thirty (30) calendar days or within any other time as set out in the notice of default, Lessee shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.

c. **City's Right to Entry Upon Termination**: If City terminates this Lease or if Lessee abandons the Premises, the City may enter upon the Premises.
In the event of termination by the City, the Airport Director or designee may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Lessee. In the case of default, if Lessee fails to remove any of its property on the Premises within thirty (30) calendar days following the written notice of default, City may sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Lessee, with the surplus, if any, to be mailed to Lessee at the address herein designated. If City terminates the Lease and re-enters the Premises, the City may relet the Premises and if a sufficient sum is not realized, after paying expenses of the reletting, to pay the Rent and other sums agreed to be paid by Lessee, Lessee agrees to pay any deficiency within thirty (30) calendar days after City's written demand therefore. Lessee further agrees to hold harmless and indemnify City including its officers, agents, elected officials, and employees, from any loss or damage or claim arising out of City's action in collecting monies owed

to it under this paragraph, except for any loss, damage, or claim caused by the negligence or willful misconduct of City or its employees.

d. **Notice of Termination**: If an event of material default occurs, and after due written notice identifying the default, the defaulting Party has failed to cure or failed to commence to cure as called for in the notice of default, the complaining Party may at any time after the expiration of any such cure period terminate this Lease by providing written notice of termination to the defaulting Party. The Lease will be terminated on the date specified in the notice but not sooner than thirty (30) business days after the postmarked date of the notice.

e. **Partial Destruction**: If the Premises, the Airport facilities, or the facilities reasonably necessary to operate Lessee's business are partially damaged, due to acts of God or other acts outside the control of the Lessee or City, to the extent that Lessee cannot use the Premises for its intended use, then, at Lessee's option, this Lease may be terminated or instead may be suspended until the damage is repaired. If the Lease is suspended, Lessee and City will mutually agree on a time period for Lessee to repair the damages to the Premises or Improvements, or on a time period for the City to repair the damages to the airport facilities. If the Lease is terminated or suspended, as provided for herein, the Rent will be abated from the date of the casualty until the effective date of termination or the repair of the Premises, Improvements, or airport facilities, as applicable; provided however, Lessee as the case may be, must use its insurance proceeds to either replace the Improvements or remove all traces of the improvements and return the Premises to a state of raw land. All remaining insurance proceeds will be paid to Lessee, as the case may be. The Airport Director is the sole judge of the extent of damage to the Airport Facilities.

19. Property Rights upon Expiration or Termination:

a. **Removal of Building and Equipment**: Upon the expiration or earlier termination or expiration of this Lease, City shall, by written notice to the Lessee, permit any Lessee to remove the building and any and all removable furniture, fixtures and equipment and other personal property installed or furnished by the Lessee, so long as it removes same within the time period set forth in the notice, but in no event more than seven (7) calendar days after termination or expiration of the Lease. The City may require any damage to the Premises caused by any Lessee's removal of its property to be repaired at the Lessee's expense within fifteen (15) calendar days after termination or expiration of the Lease. Such repairs must be made to the reasonable satisfaction of the Airport Director. Any fuel storage facilities installed by Lessee must be removed and any required remediation completed prior to vacating the Premises, regardless of circumstances. In the event Lessee does not perform such removal and remediation in compliance with this Agreement, City may contract for such removal and remediation and the direct and indirect cost of such, plus a fifteen percent (15%) administrative fee, will be the sole responsibility of the Lessee and shall be due and payable upon demand.

Notwithstanding the foregoing, if any Lessee fails to remove its building or any removable furniture, fixtures and equipment within seven (7) calendar days after the date determined in the notice, the Airport Director may, at its option, take title to said property and sell, lease or salvage the same, as permitted by ND law. Any net expense City incurs in disposing of the any Lessee's personal property shall be billed to the Lessee. The City will provide a written itemized breakdown of the costs recaptured, if any, by the sale, lease or salvage of the property, and the balance due, which is expected to be paid by the Lessee upon receipt of said itemized breakdown.

b. Renewal or New Lease - Do Not Remove Equipment: If City and Lessee exercise Option Terms or negotiate a new Lease after the expiration or earlier termination of this Lease, there shall be no requirement to remove its building, furniture, fixtures and equipment from the Premises.

c. Improvements Revert to City: Except for the right of any Lessee to remove its building or personal property (subject to this Paragraph 19), at the termination of the Lease as called for herein, all permanent buildings and improvements placed or constructed on the Premises by Lessee may be removed in accordance with **Paragraph 19 subparagraph a and subparagraph e** or the buildings and improvements will revert to City. If any of the buildings and improvements are in a derelict condition and the City must spend taxpayer funds to either remove or repair the same, the Lessee shall be liable for and must compensate the City for any removal or repair fees to either remove or repair the derelict conditions within thirty (30) days of their receipt of a written invoice detailing such fees.

d. Holdover: Any holding over by Lessee after the expiration or earlier termination of this Lease shall not operate to renew or extend the term, but shall be deemed a month-to-month tenancy only if and for so long as City elects to accept Rent, at a monthly Rent determined at City's sole discretion, and subject to termination upon thirty (30) days' written notice. Acceptance of Rent by City after the expiration of this Lease shall not constitute consent to such holding over or a renewal hereof, unless expressly agreed to in writing by City

e. Removal of Improvements and Redelivery of Premises: Upon the expiration or earlier termination of this Lease, Lessee shall deliver the Premises to City peaceably, quietly and in as good condition as the same now are or may be hereafter improved by the Lessee, normal use and wear thereof excepted. The Improvements thereon or at the discretion of the City shall be removed by the Lessee at its sole expense and the ground returned to its original condition within the timeframe as indicated in Paragraph 19 subparagraph a. In addition to a landlord's lien provided by the law of the State of North Dakota, the City has a contractual lien on all property of the Lessee on the Premises as security for nonpayment of Rent.

20. City Obligations:

a. To operate the Airport as a public airport during the Lease Term, subject to the

assurances given by City to the United States Government.

b. To make water, gas and wastewater service available to the Premises property on the same basis as it is made available to all business operating at the Airport. Lessee must promptly pay in full all utility usage charges for water, gas, wastewater, electricity and other utilities supplied to the Premises during the Lease Term as the charges become due and payable.

21. Insurance:

a. During the term of this Lease, Lessee shall maintain General Liability, Aviation and other required coverages as described herein, with limits equal to the City's current base insurance requirements as shown below, or as the same may be amended from time to time, against liability arising out of this Agreement, or the use, occupancy, or maintenance of the Premises and all areas appurtenant thereto, for property damage, bodily injuries, or deaths of persons occurring in or about the Premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Lessee or those for whom Lessee is responsible. In addition, any independent contractor(s) that Lessee may hire shall have limits at least equal to the City's then current base insurance requirements as shown below, or as the same may be amended from time to time. City will provide Lessee with a six (6) month notice as well as a mutually agreed upon length of time within which to comply if the City's base insurance requirements are amended. Lessee shall provide copies of its current Certificates of Insurance for General Liability, Aviation and other required coverages prior to execution of the Lease, and again annually as the Certificates are renewed through the term(s) of the Lease.

i. Workers' Compensation (*If employees of Lessee are present at Premises*):

Medical	Statutory Coverages with "all states" endorsement
Employers' Liability	$2,000,000 each accident $2,000,000 Disease Policy Limit $2,000,000 Disease Each Employee

ii. General Liability:

Includes: Premises, Completed Operations, Product Liability, XCU coverage and Independent Contractors coverage, Contractual Liability (covering the indemnity included in this Agreement) and apply on a per occurrence basis.

Generate Aggregate	$2,000,000
Products and Completed Operations Aggregate	$2000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000
Fire Legal Liability for each occurrence	$300,000
Property Insurance	TBD Based on Building Value

iii. Automobile Liability:
Combined Single Limit Liability $1,000,000
To Include Hired and Non- Owned autos

iv. Aviation Liability Insurance $100,000 per occurrence

v. Excess or Umbrella Liability:
General Aggregate $1,000,000

Hull Insurance (each aircraft) - current value of aircraft, instruments and accessories

b. Lessee must cause certificate(s) of insurance to be provided to the Airport Director prior to the initial execution of this Agreement and annually, thirty (30) calendar days prior to the annual anniversary date of the Effective Date of the Lease, which shows the level and type of insurance. The issuer of the certificate of insurance must provide the City thirty (30) calendar days written notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies) as it relates to this Agreement.

c. Both Parties will annually assess the level and types of insurance required by the Lease. The City can reasonably increase or decrease the level or types of insurance by giving Lessee notice no less than sixty (60) calendar days prior to the annual anniversary date of the Effective Date of the Lease. Lessee shall have thirty (30) calendar days to procure the changed insurance and provide written proof of insurance to the Airport Director.

d. All insurance required by this Lease must be primary insurance and not in excess of or contributing with other insurance which Lessee or its designee may carry. All policies must name City as an additional insured. Lessee shall execute a waiver of subrogation in favor of the City and the Lessee shall name the City as loss payee on the property policy. The applicable insurance policies required by this Lease, must apply separately to City as if separate policies had been issued to Lessee and the City. The amounts of all required insurance policies must not be deemed a limitation of Lessee's covenant to indemnify City, and if Lessee or City becomes liable in an amount in excess of the amount(s) of said policies, then Lessee must indemnify City from the whole thereof, except in the event of negligent or willful misconduct on the part of City, its officers, or employees.

22. Indemnification:

a. General: To the fullest extent permitted by ND law, Lessee shall indemnify, hold harmless, defend and insure the City, its officers, agents, elected officials, contractors, and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) for reason of damage to

property, or bodily injury or death of any persons, which may be brought, alleged, or imposed against the City, its officers, agents, contractors, or employees arising directly or indirectly from or in any way connected with

i. Lessee's or Lessee's guests', agents' or employees' presence on the Premises or the Airport;

ii. Lessee's or Lessee's guests', agents or employees' performance of services authorized under any agreement with City; or,

iii. In any way arising out of Lessee's occupation of the Premises or from its operations on the Premises and on the Airport generally, excepting only that liability as may result from the negligence or the willful misconduct of the City, including its officers, agents, and employees. Lessor shall also be held harmless for damage to the Lessee's property for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any aircraft, automobile, personal injury, parts, or surplus that may be located or stored in hangars, aprons, field, or any other location at the airport,; and Lessee agrees that the aircraft and contents are to be stored, whether on the field or in the hangar, at Lessee's risk. The rights and obligations set forth in this Paragraph shall survive the termination of this Lease.

b. **Special Claims:** Lessee agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the City, including its officers, agents, elected officials, contractors, and employees (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way arising out of or in connection with the construction, repair, or maintenance work undertaken hereunder by, through or on behalf of Lessee, including but not restricted to attachments, liens or levies, and whether or not the claim is asserted by any Party other than Lessee against the City, including its officers, agents, and employees or the Premises or improvements thereon or part thereof, or monies owing to the City.

c. **Notice:** Lessee shall take commercially reasonable steps to provide the Airport Director with reasonable communication of and updates respecting any matter under which Lessee is currently indemnifying Lessor or any matter that would reasonably be expected to qualify for indemnification as set forth in this Paragraph 22.

d. Lessee shall defend, indemnify and hold the City harmless from any claim or liabilities as a result of Lessee's failure to procure and to keep in force the insurance required in this Lease.

e. Nothing in this Lease shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under federal or North Dakota law.

f. The provisions of this Paragraph shall survive expiration or earlier termination of this Lease. The furnishing of the required insurance shall not be deemed to limit Lessee's obligation under this Paragraph.

23. **Rights to Sublease and Assignment:** Lessee has the right to sublease any or all of the Premises; however, Lessee must ensure that any sublessee abides by the terms and conditions of this Lease.

The Lessee shall not assign or transfer this Lease or any right of leasehold interests granted to it by this Lease, or sublet or otherwise transfer any interest in or to the Premises, without the prior written consent of the City, except the Lessee may assign and transfer this Lease without such consent in its entirety to a parent corporation, a subsidiary corporation, or a successor corporation. The consent to subleasing any or all of the Premises or for assignment or transfer of this Lease will not be unreasonably withheld.

24. **Notice:** Notices are sufficient if in writing and sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service with proof of delivery, or by facsimile (followed by written notice confirmed by mail or other delivery service, as addressed below, and as may be modified from time to time, in writing:

If to the City:
Airport Director
Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703
Office: (701) 857-4724

If to the Lessee:
Jade Aviation LLC
1315 14th Ave SE
Minot, ND 58701

Or to any other address that may be designated in writing from time to time.

25. **GENERAL PROVISIONS:**

a. **Mineral Rights**: City expressly reserves all water, gas, oil and mineral rights in and under the soil beneath the Premises, but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Premises or disrupt the operation of the business being conducted thereon.

b. **No Waiver of Forfeiture**: Any failure or neglect of City or Lessee at any time to declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive City's or Lessee's right thereafter to declare a forfeiture for like or other or succeeding breach or default.

c. **Force Majeure**: Neither City nor Lessee will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage

due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or snow, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform. All of the foregoing events excuse the performance by either Party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of Rent and other charges to be paid by Lessee pursuant to this Lease and the obligation of City to deliver the Premises.

d. **Quiet Enjoyment**: City covenants that it has the authority to execute this Lease, that at commencement of the Lease, City has good title to the Premises and that throughout the term hereof, Lessee will have peaceful and uninterrupted possession of the Premises subject to Lessee's payment of Rent and other charges and to its performance of the covenants of this Lease. City agrees to remedy any violation of quiet enjoyment caused by City or one of the other tenants and to honor Lessee's tenancy for the term of the Lease.

e. **Minimum Standards and Rules and Regulations**: The City has adopted and will enforce Minimum Standards and reasonable rules and regulations to be uniformly applied to similar uses and users of similar space, which Lessee agrees to observe and obey with respect to the use of the Premises and the health, safety, and welfare of those using the Premises. The Minimum Standards and rules and regulations may be amended from time to time following notice to Lessee.

f. **Law and Venue**: This Lease shall be construed and enforced in accordance with the laws of the State of North Dakota. Any lawsuit filed to interpret any of the terms and conditions of this lease shall be filed in a District Court located in Ward County, North Dakota.

g. **No Third-Party Benefit**: No provision of this Lease creates a third-party claim against the City or the Lessee beyond that which may legally exist in the absence of any such provision.

h. **Taxes and Licenses**: Lessee must cause to be paid any and all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Premises, leasehold improvements, or operations hereunder and upon Lessee's rights to use the Premises, whether the taxes are assessed against Lessee or City, prior to the past due date. Lessee shall cause to be paid any and all sales taxes arising in connection with the occupancy or use of the Premises whether the taxes are assessed against the Lessee, any sublessee or City. Lessee must obtain and pay for all licenses or permits necessary or required by law for the construction of improvements and must require any sublessee to obtain and pay for all licenses and permits necessary or required by law for the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. If Lessee or any sublessee wishes to contest any tax or charge, that contest

will not be a default under the Lease so long as Lessee or sublessee diligently prosecutes the contest to conclusion and promptly pays whatever tax is ultimately owed. Further, Lessee shall cause any taxes not being contested to be paid prior to the past due date.

i. **Trash and Refuse**: Lessee must: arrange for the collection and lawful disposal of all trash and other refuse resulting from operations on the Premises either by Lessee itself or by an authorized licensed hauler authorized by the City; provide and use suitable sealed fireproof receptacles approved by City for all trash and other refuse generated by the use of the Premises; prohibit piling of boxes, barrels or other similar items in or within view from a public area; comply with all applicable laws and regulations relative to trash disposal; and pay or cause to be paid the costs associated with trash removal and disposal.

j. **Terms Binding on Successors and Assigns**: All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Lessee and City.

k. **Estoppel**: Both Parties agree that at any time and from time to time at reasonable intervals, within fifteen (15) business days after written request by the other Party, said Party will execute, acknowledge and deliver to the Party designated by the other Party, a certificate in a form as may from time to time be provided, certifying to the extent true and correct the following, as well as any other provision reasonably requested by the other Party: (a) that Lessee has entered into occupancy of the Premises and the date of said entry if requested; (b) that this Lease is in full force and effect, and has not been assigned, transferred, modified, supplemented, or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same); (c) that this Lease represents the entire agreement between City and Lessee as to the subject matter hereof (or if there has been any assignment, modification, supplement or amendment, identifying the same); (d) the date of commencement and expiration of the term; (e) to the knowledge of the signor of said writing, all conditions under this Lease to be performed by City, if any, have been satisfied (and if not, what conditions remain unperformed); (f) that to the knowledge of the signor of said writing, no default exists in the performance or observance of any covenant or condition in this Lease and there are no then existing defense or offsets against the enforcement of this Lease by City, or instead specifying each default, defense or offset of which the signor may have knowledge; and (g) the amount of Rent or other charges, if any, that has been paid in advance and the amount of security, if any, that has been deposited with City.

l. **Radio Antenna**: Subject to the City's prior written approval as to height and location, which will not be unreasonably withheld, conditioned or delayed, Lessee or any sublessee, as the case may be, may furnish and install at its own expense, a radio antenna either adjacent to the Improvements or on the roof of the Improvements on the Premises subject to:

i. Any and all federal, state and local laws, ordinances, statutes, rules, regulations and orders applicable thereto;

ii. Lessee, as the case may be, obtaining any and all building and other permits, licenses and other approvals with respect thereto;

iii. The antenna and building both must be structurally sound and not adversely affect the soundness of, or the condition of, the roof and/or other parts of the building; and

iv. Any and all costs of maintaining and operating the same must be paid entirely by the Lessee.

Upon the expiration or earlier termination of this Lease as identified herein, Lessee shall cause the removal of the antenna(s) and the restoration of any damage to the Improvements and Premises caused by the installation and/or removal thereof. Lessee shall be responsible for all costs for the repair and maintenance of said installation of the antenna.

m. **Severability**: Each provision, paragraph, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase, and/or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

n. **Voluntary and Knowing Action**: The Parties, by executing this Lease, state that they have carefully reviewed this Lease and understand fully the contents hereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

o. **Authorized Signatories**: The Parties each represent and warrant to the other that (1) the persons signing this lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it.

p. **Open Records Statutes**: The City and Lessee agree to comply with North Dakota's Open Records Statutes as it applies to all information created, collected, received, stored, used, maintained, or disseminated regarding this Lease.

q. **No Partnership, Joint Venture, or Fiduciary Relationship**: Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Lessor and Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

r. **Records - Availability and Retention**: To the extent applicable, the Lessee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Lessee and involve transactions relating to this Lease. The Lessee agrees to maintain these records for a period of six (6) years from the date of termination of this Lease.

s. **Attorney Fees**: In the event litigation is required to enforce any term or condition of the Lease, the non-prevailing Party shall reimburse the prevailing Party for the reasonable cost incurred in the enforcement of the Lease, including reasonable attorney fees.

t. **Amendment or Modification**: This Lease may be amended or modified by an instrument of equal formality signed by the duly authorized representative of the respective Parties. This Lease constitutes the entire Lease of the City and Lessee on the subject matter thereof, and notwithstanding any previous leases or amendments thereto which may have been in effect between the Parties prior to the date of this Lease.

EXECUTED IN DUPLICATE ORIGINALS by the authorized representative of the Parties.

City of Minot (Lessor)	**Lessee:** Jade aviation LLC
Name: _____	**Name:** James D. Folden
Signature: _____	**Signature:** 
Title: _____	**Title:** President / ceo
Date: _____	**Date:** 4-23-2026

Attest:

Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A
Development and Leased Premises

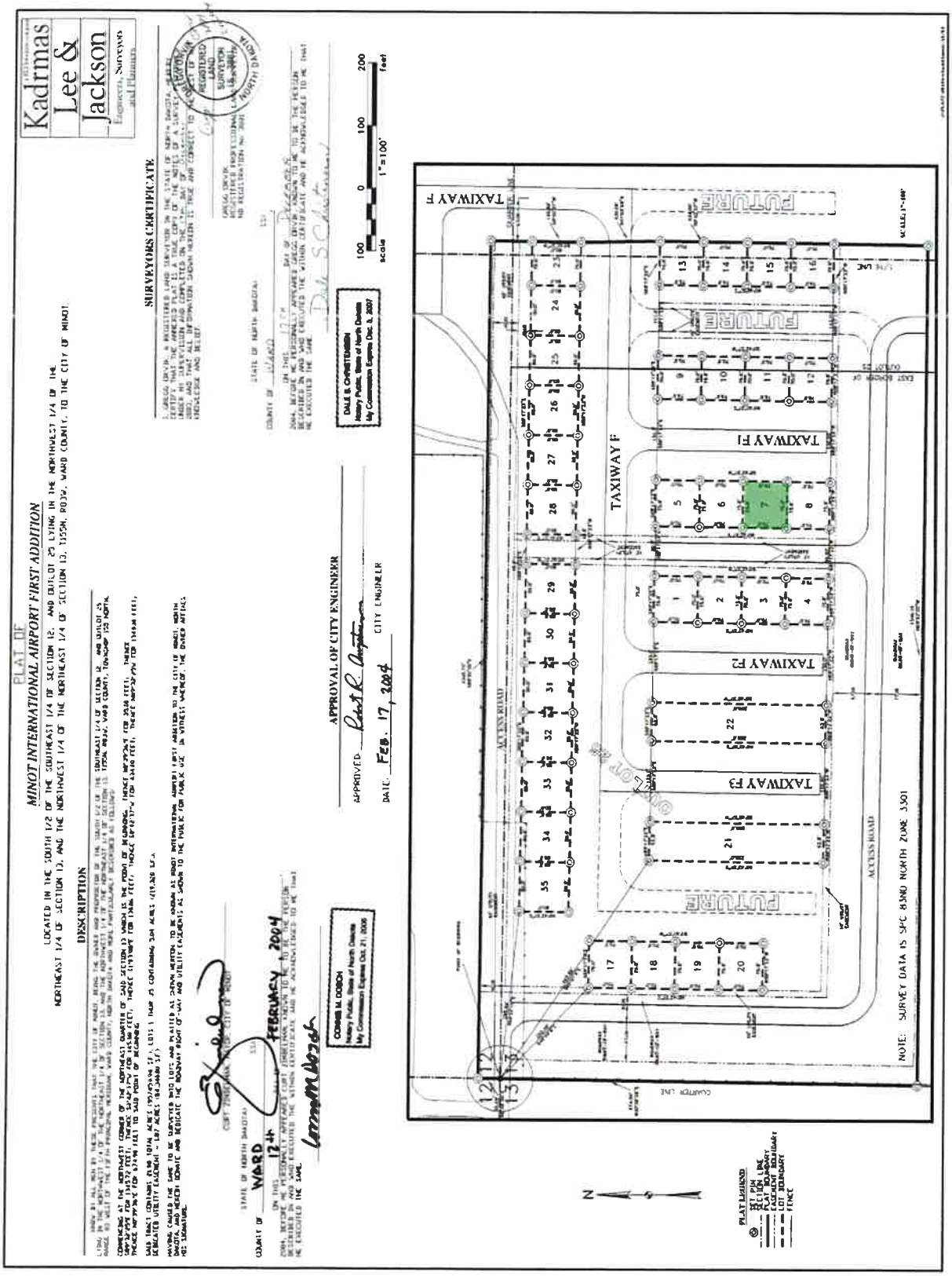


EXHIBIT A
Development and Leased Premises

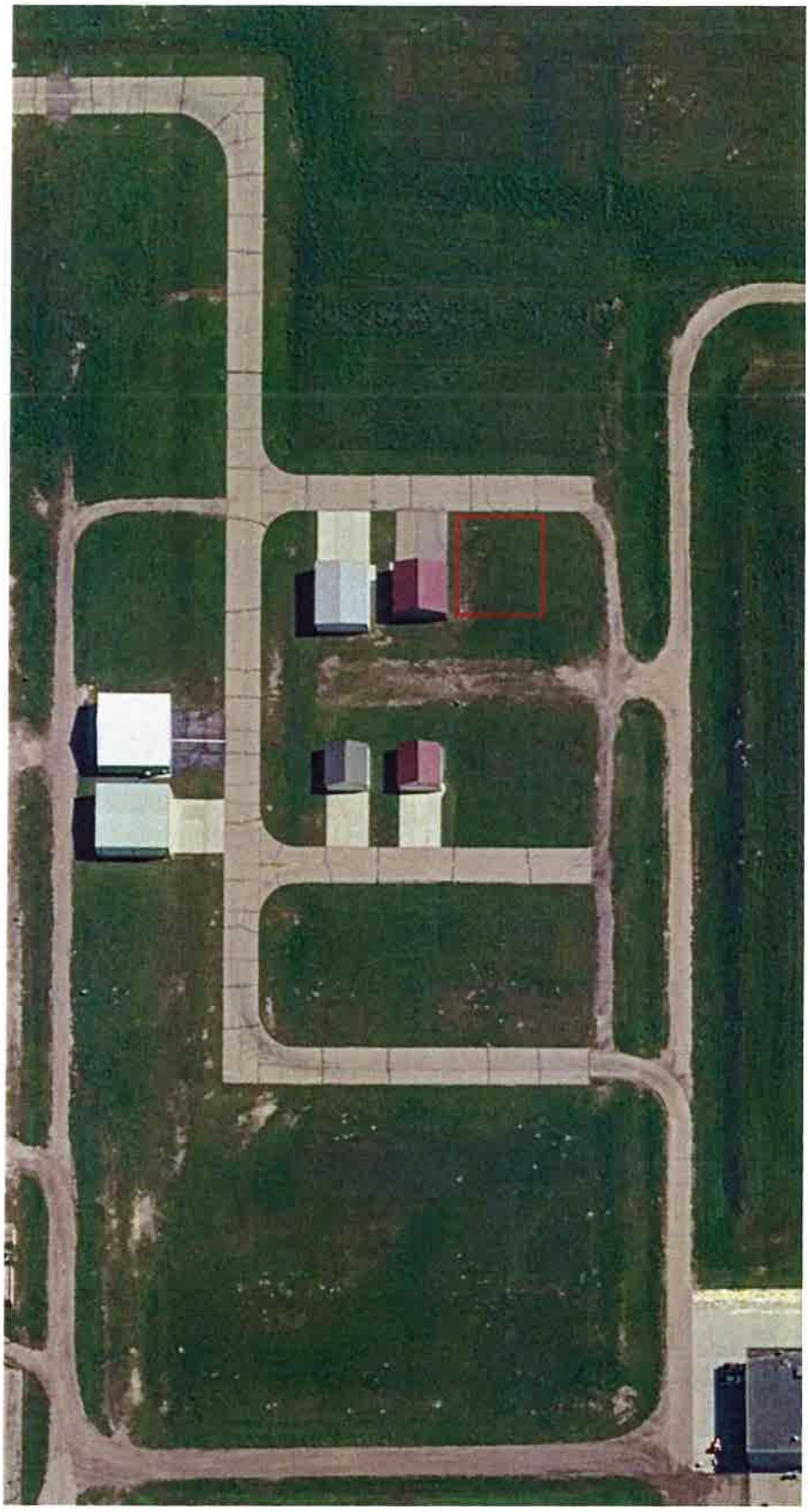


EXHIBIT B
Rates and Charges Sheet

(Effective January 1, 2026 – December 31, 2026)

Ground Lease Rate	
Rate per square foot	$0.22
Lease area -square footage	5,250
Annual Lease Calculation	
Sq ft x rate = annual rate	
Total Annual Lease	**$1,155.00**
Monthly Equivalent	**$96.25**

TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: May 18, 2026

SUBJECT: **AIRPORT DITCH STABILIZATION PROJECT — AWARD OF BID AND CONSTRUCTION ADMINISTRATION/OBSERVATION SERVICES CONTRACT (AIG 3-38-0037-078-2026)**

I RECOMMENDED ACTION

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It is recommended City Council:

1. **Authorize City staff to accept the lowest compliant bid from Wagner Construction, Inc. for the Airfield Ditch Stabilization project for which bids were opened on April 30, 2026, contingent on grant funding;**
2. **Approve the contract for construction administration and oversight with Short Elliott Hendrickson Inc. (SEH) for the Airport Ditch Stabilization project contingent on grant funding;**
3. **Direct staff to apply for the funding;**
4. **Accept the grant funding if awarded; and**
5. **Authorize the Mayor, Airport Director, and City Attorney to sign contracts, grants, and applicable documents on behalf of the City of Minot.**

I DEPARTMENT CONTACT PERSONS

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Jessica Long, Business & Development Man., 701-857-4725
Maria Romanick, Operations & Maint. Manager, 701-420-4503

I DESCRIPTION

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A. Background

The Minot International Airport (MOT) has secured funding from the Federal Aviation Association (FAA) and North Dakota Aeronautics Commission (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 rip-rap 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 rip-rap materials, miscellaneous repairs to the existing ditch bottom and rip-rap material, and turf establishment along the perimeter of proposed construction operations.

Construction administration and construction observation services for this project will include contractor coordination, construction progress meetings, compilation of daily construction reports, assembly of project record drawings, required project reporting to agencies, and overall project management.

The City of Minot received bids on Thursday, April 30, 2026 at 2pm. Six bids were received, as summarized in the table below.

Contractor	Total Bid
Wagner Construction, Inc.	$428,436.00
Dig It Up Backhoe Service, Inc.	$430,170.00
Hanson's Excavating, Inc.	$481,225.00
Green Brothers Landscaping & Construction	$556,400.00
Keller Paving & Landscaping, Inc.	$582,438.75
Strata Corporation	$597,266.02
Engineer's Estimate	($519,500.00)

C. Recommendation Detail

This project is identified as a required infrastructure improvement through coordination between airport staff, FAA, and SEH staff. If approved, the construction project and corresponding construction administration services by the consultant will be performed in June and July of 2026. The construction contract and construction administration contract for proposed construction will be funded via an FAA grant that will soon be awarded to the 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 project 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 overall anticipated costs of this project are outlined below:

Project Costs

Construction Bid (Wagner Construction)	$428,436.00
Engineering (Final Design and Bidding - SEH)	$46,800.00
Construction Administration and Observation:	
Project Labor (SEH)	$43,164.00
Direct Expenses (SEH)	$7,836.00
Administration Costs	$2,000.00
TOTAL	$528,236.00

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.

V. ALTERNATIVES

A. 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.

TABULATION OF BIDS

2026 Airfield Ditch Stabilization **Minot International Airport** **SEH No.: MINOT 190650** **Bid Date: Thursday, April 30, 2026, at 2:00 p.m.**				Engineer's Estimate $519,500.00		Wagner Construction, Inc. 3151 Hwy 53, Suite 1 International Falls, MN 56649 $428,436.00		Dig It Up Backhoe Service, Inc. 800 163rd Ave. SE Minot, ND 58701 $430,170.00		Hanson's Excavating, Inc. 4900 Hwy 2 & 52 W Minot, ND 58701 $481,225.00	
Item No.	**Item**	**Unit**	**Est. Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
40-05	MAINTENANCE AND RESTORATION OF HAUL ROADS	LS	1	$2,500.00	$2,500.00	$1.00	$1.00	$7,500.00	$7,500.00	$6,500.00	$6,500.00
50-07	CONSTRUCTION LAYOUT AND STAKING	LS	1	7,500.00	7,500.00	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$18,500.00	$18,500.00
70-08	TRAFFIC PROVISIONS / AIRPORT SECURITY &	LS	1	15,000.00	15,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$14,000.00	$14,000.00
70-10	ORANGE CONSTRUCTION FENCE	LF	250	5.00	1,250.00	$5.00	$1,250.00	$4.00	$1,000.00	$4.00	$1,000.00
C-102	FILTER LOG, TYPE WOOD FIBER BIOROLL	LF	1500	5.00	7,500.00	$3.65	$5,475.00	$4.00	$6,000.00	$4.00	$6,000.00
C-102	TURF REINFORCEMENT MAT, TYPE 2	SY	3100	5.00	15,500.00	$5.40	$16,740.00	$5.45	$16,895.00	$5.25	$16,275.00
C-105	MOBILIZATION	LS	1	45,000.00	45,000.00	$21,000.00	$21,000.00	$15,000.00	$15,000.00	$43,000.00	$43,000.00
D-701	15" REINFORCED CONCRETE PIPE FLARED END	EA	2	2,500.00	5,000.00	$3,000.00	$6,000.00	$4,500.00	$9,000.00	$8,500.00	$17,000.00
D-752	F.E.S. CUTOFF WALL - GALVANIZED SHEET PILE AT	EA	3	7,500.00	22,500.00	$7,500.00	$22,500.00	$7,000.00	$21,000.00	$9,700.00	$29,100.00
P-101	REMOVE 6" PERFORATED DRAIN TILE PIPE	LF	1000	3.00	3,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$4.50	$4,500.00
P-152	UNCLASSIFIED EXCAVATION	CY	2000	25.00	50,000.00	$24.00	$48,000.00	$49.50	$99,000.00	$19.00	$38,000.00
T-901	TURF ESTABLISHMENT (INCLUDING SEED,	AC	8	7,500.00	60,000.00	$4,500.00	$36,000.00	$4,750.00	$38,000.00	$5,000.00	$40,000.00
T-905	SELECT TOPSOIL BORROW (IMPORT)	CY	325	30.00	9,750.00	$56.00	$18,200.00	$77.00	$25,025.00	$65.00	$21,125.00
31 34 10	GEOTEXTILE INSTALLATION, TYPE RR	SY	2250	5.00	11,250.00	$7.00	$15,750.00	$3.00	$6,750.00	$4.50	$10,125.00
31 37 00	RIPRAP GRADE I	CY	1150	225.00	258,750.00	$190.00	$218,500.00	$140.00	$161,000.00	$184.00	$211,600.00
31 37 00	RIPRAP GRADE I, RE-SHAPE/RE-INSTALL AT	CY	20	250.00	5,000.00	$276.00	$5,520.00	$150.00	$3,000.00	$225.00	$4,500.00
TOTAL BID PRICE					**$519,500.00**		**$428,436.00**		**$430,170.00**		**$481,225.00**

TABULATION OF BIDS

2026 Airfield Ditch Stabilization				Green Brothers Landscaping & Cons		Keller Paving & Landscaping, Inc.		Strata Corporation	
Minot International Airport				PO Box 3513		1820 Hwy 2 Bypass East		1600 N. 48th Street	
SEH No.: MINOT 190650				Minot, ND 58702		Minot, ND 58701		Grand Forks, ND 58203	
Bid Date: Thursday, April 30, 2026, at 2:00 p.m.				$556,400.00		$582,438.75		$597,266.02	
Item No.	**Item**	**Unit**	**Est. Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
40-05	MAINTENANCE AND RESTORATION OF HAUL ROADS	LS	1	$27,000.00	$27,000.00	$22,000.00	$22,000.00	$21,500.00	$21,500.00
50-07	CONSTRUCTION LAYOUT AND STAKING	LS	1	$8,500.00	$8,500.00	$9,700.00	$9,700.00	$22,300.00	$22,300.00
70-08	TRAFFIC PROVISIONS / AIRPORT SECURITY &	LS	1	$14,500.00	$14,500.00	$31,500.00	$31,500.00	$35,500.00	$35,500.00
70-10	ORANGE CONSTRUCTION FENCE	LF	250	$18.00	$4,500.00	$12.85	$3,212.50	$5.50	$1,375.00
C-102	FILTER LOG, TYPE WOOD FIBER BIOROLL	LF	1500	$20.00	$30,000.00	$4.75	$7,125.00	$5.00	$7,500.00
C-102	TURF REINFORCEMENT MAT, TYPE 2	SY	3100	$8.00	$24,800.00	$5.75	$17,825.00	$5.10	$15,810.00
C-105	MOBILIZATION	LS	1	$28,000.00	$28,000.00	$25,000.00	$25,000.00	$54,948.47	$54,948.47
D-701	15" REINFORCED CONCRETE PIPE FLARED END	EA	2	$3,100.00	$6,200.00	$4,300.00	$8,600.00	$11,887.00	$23,774.00
D-752	F.E.S. CUTOFF WALL - GALVANIZED SHEET PILE AT	EA	3	$6,500.00	$19,500.00	$11,500.00	$34,500.00	$10,125.00	$30,375.00
P-101	REMOVE 6" PERFORATED DRAIN TILE PIPE	LF	1000	$39.00	$39,000.00	$29.25	$29,250.00	$11.30	$11,300.00
P-152	UNCLASSIFIED EXCAVATION	CY	2000	$29.00	$58,000.00	$41.00	$82,000.00	$38.75	$77,500.00
T-901	TURF ESTABLISHMENT (INCLUDING SEED,	AC	8	$12,000.00	$96,000.00	$6,000.00	$48,000.00	$4,290.00	$34,320.00
T-905	SELECT TOPSOIL BORROW (IMPORT)	CY	325	$38.00	$12,350.00	$78.25	$25,431.25	$90.85	$29,526.25
31 34 10	GEOTEXTILE INSTALLATION, TYPE RR	SY	2250	$14.00	$31,500.00	$4.50	$10,125.00	$5.35	$12,037.50
31 37 00	RIPRAP GRADE I	CY	1150	$133.00	$152,950.00	$193.00	$221,950.00	$187.00	$215,050.00
31 37 00	RIPRAP GRADE I, RE-SHAPE/RE-INSTALL AT	CY	20	$180.00	$3,600.00	$311.00	$6,220.00	$222.49	$4,449.80
TOTAL BID PRICE					**$556,400.00**		**$582,438.75**		**$597,266.02**

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 May 18, 2026, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Airfield Ditch Stabilization – Construction Administration and Construction Observation.

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 September 30, 2026. A schedule is included in Attachment A.

Payment: The lump sum fee is $51,000.00 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.

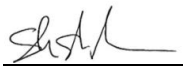
Short Elliott Hendrickson Inc.		**City of Minot**	
By:		By:	
Full Name:	Shawn McMahon	Full Name:	
Title:	RPCL	Title:	

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) – Construction Administration & Observation Services
AIG-3-38-0037-078-2026
Scope of Work – Construction Administration & Construction Observation Services

General:
This project includes the construction administration and construction observation 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.

The figure below shows the proposed areas of airfield ditch stabilization for this project.



Proposed project schedule:

April 30, 2026	Open Project Bids
May 4, 2026	Submit Construction Administration & Observation to FAA for review
May 4, 2026	Submit Contractor Bid Results and CA/CO Proposal to City
May 18, 2026	City approval of construction, CA contracts contingent upon FAA grant
June 1, 2026	Grant application submittal
June 1, 2026	Start construction administration contract
June 15, 2026	Construction start
July 31, 2026	Construction completion

Project Deliverables:

The project deliverables of this scope include the following:

1. Construction administration
2. Construction observation
3. Contractor coordination
4. Post design services
5. Project record drawings
6. FAA closeout report
7. Project management and meetings

The scope of work includes services to support 22 calendar days of construction operations by the contractor, and related construction project coordination and setup.

Work Element 1: Construction Administration Services

Specific tasks included with this work element include:

Task 1.1 – Scope Development – SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope, fee proposal development, and contract negotiations.

Task 1.2 – Project Administration Services – Office engineering staff, CAD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders, and other issues that may arise.

Task 1.3 – Preparation of Project Files – SEH will develop construction contracts, review Contractor bonding information, and ensure that Sponsor insurance requirements have been met. SEH will coordinate the routing and signature of the construction contracts by the City and the Contractor. Plans, contract documents, and technical specifications will be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.

Task 1.4 – Pre-Construction Activities – A preconstruction meeting will be held before construction.

- The purpose of the pre-construction meeting is to outline and discuss project requirements, administration procedures, airfield pavement surface closure procedures and requirements, schedules, project responsibilities and communication, Disadvantaged Business Enterprise (DBE) reporting, Contractor submittals, and other related NDAC and FAA requirements, as necessary. The multiple construction phases reflected in the CSPP will be coordinated with the Contractor.

SEH will administer the pre-construction meeting, develop the agenda, issue notifications, and record and distribute meeting minutes. Attendees will include the Sponsor, FAA, NDAC,

Contractor, Subcontractors, SEH (Project Manager, Project Engineer, and RPRs), and subconsultants.

Task 1.5 – Submittal and Shop Drawing Review – SEH will review the product and material data, shop drawings, material samples, and other items required to be submitted by the Contractor.

Task 1.6 – Progress Meetings – Construction progress meetings will be held once a week while construction work is being performed on the airfield, with one additional meeting the week prior to construction start. Construction progress, construction safety, and construction phasing shall be discussed at these meetings. Any changes to the CSPP are required to be coordinated with the Sponsor and the FAA. The progress meetings will be attended by SEH staff, including the Project Manager (once in person and the other meetings virtual), Project Engineer, Resident Project Representative(s) (RPR), and other staff as needed or required. It is anticipated that 3 in-person progress meetings (PM virtual for 2 meetings) will occur during construction activities and will require the inclusion of preparatory and meeting documentation work.

Task 1.7 – Review of Contractor Payroll Forms – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the requirements of the federal and state wage rates for the work being performed. The RPR will conduct compliance monitoring of the Contractor's Davis-Bacon Act and DBE contractual obligations, including recording the Contractor/subcontractor employees, type of work being completed, and conducting random interviews.

Task 1.8 – Calculate Construction Quantities – SEH will review quantities with the Contractor by phase. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget.

Task 1.9 – Pay Applications – SEH will prepare (1) partial pay application during construction and a final pay application including final agreed upon quantities for all work components. Final pay application will release retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications.

Task 1.10 – Daily Reports – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes. 18 working days are assumed.

Task 1.11 – Final Inspection and Punchlist – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punchlist of any outstanding items requiring correction. A tracking document will be prepared and progress on the punchlist items will be recorded until all issues are resolved. Grass seed germination shall be confirmed, erosion control measures shall be removed as required, and construction stormwater permitting shall be closed out.

Task 1.12 – Record Drawings – SEH will utilize Contractor and engineering drawings during construction to complete record drawings for the project. The record drawings will incorporate any modifications or additions/subtractions that occurred during construction. The final plan set will be plotted and distributed to the City of Minot for records. Electronic copies will be provided to the City of Minot, NDAC, and the FAA. As-built survey of drainage ditches, including finished grade elevation data, will be provided by the contractor in accordance with bidding documents, to facilitate future ditch cleanout maintenance.

Work Element 2: Construction Observation

To accommodate the scope of the work and the project schedule, construction observation services include providing an RPR on a full-time basis for the duration of the project, supplemented by assistance from the Project Manager. Specific tasks included with this work element include:

Task 2.1 – Construction Observation – SEH will provide daily construction observation for the duration of construction. This project is projected to occur in 2 phases. This scope includes Phase 1 construction for a total of 18 calendar days and Phase 1A construction for a total of

4 calendar days. 18 working days by the contractor are assumed. RPRs, according to the schedule above, will be available to assist in ensuring that construction is performed in accordance with contract documents during this time. The RPR will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of the week and submitted to the Sponsor, FAA, NDAC, and other individuals/organizations as needed.

Construction observation will be required in a limited capacity before the start of the project for mobilization activities and again following the project. It is anticipated that one RPR will cover pre- and post-construction contractor activities, as needed.

Further duties of the on-site engineering staff include monitoring the Contractor's schedule, safety plan implementation, security plan compliance, general communication, adherence to technical specifications, and project coordination.

Task 2.2 – Construction Coordination – The Project Manager will make (1) site visit to the project to assist the onsite engineering staff, review construction activities, and coordinate updates with the Sponsor, synchronized with the weekly construction meetings. The Project Manager will maintain a project phasing schedule and report any schedule changes to Airport and FAA staff.

Work Element 3: FAA Reporting and Project Closeout

Task 3.1 – FAA Quarterly Reports - SEH will complete the required FAA quarterly reports starting with grant acceptance through grant closeout.

Task 3.2 – FAA Grant Closeout Report – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work.

Task 3.3 – Project Closeout – Project closeout efforts are required.

Work Element 4: Stakeholder Outreach and Project Management – This task includes the tenant and public outreach and the overall project management of Work Elements 1 through 3 noted above. Project Management includes administration of the project, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 4.1 – Airport and City Meetings –This task includes attendance at Airport or City Council meetings to provide project updates to airport staff or Councilors. Meetings with the airport will be held twice during this project and this task will include one in-person meeting and one virtual meeting (when possible, these meetings will be scheduled the same day as the construction progress meetings). The project will require updates at two (2) airport meetings in 2026.

Task 4.2 – Stakeholder Outreach Notices and Newsletters – SEH will develop a construction notice to provide notice of upcoming construction activities and identify impacts to airport operations. GA pilots, air cargo carriers, airline flight planners and local ATC will be notified of construction phasing schedule and any runway closures. SEH will assist the sponsor with newsletter distribution and updates leading up to and throughout (monthly) construction activities, as needed.

Stakeholder outreach will begin upon bidding and award of the project and continue throughout construction completion.

Task 4.3 – Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, review of daily progress reports, budget updates, and preparing and reviewing monthly invoices.

No subconsultants are intended to perform work under this proposal.

Clarifications:

- Flights for travel are between MSP and MOT using commercial service airlines

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
2026 AIRFIELD DITCH STABILIZATION
CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT
MINOT INTERNATIONAL AIRPORT (MOT)
MINOT, NORTH DAKOTA

Task No.	Task Description	Principal	Project Manager	Airport Engineer	Senior Technician	Admin Technician
Construction Administration Services						
1.1	Scope Development	0	2	0	0	0
1.2	Project Administration Services	0	2	2	0	2
1.3	Preparation of Project Files	0	2	4	0	2
1.4	Pre-Construction Activities	0	4	4	0	0
1.5	Submittal and Shop Drawing Review	0	2	4	0	0
1.6	Progress Meetings	0	4	4	0	0
1.7	Review of Contractor Payroll Forms	0	0	4	0	4
1.8	Calculate Construction Quantities	0	2	4	0	0
1.9	Pay Applications	0	4	0	0	4
1.10	Daily Reports	0	2	8	0	0
1.11	Final Inspection and Punchlist	0	2	4	0	0
1.12	Record Drawings	0	0	2	4	0
Construction Observation						
2.1	Construction Observation	0	4	144	0	0
2.2	Construction Coordination	0	4	4	0	0
FAA Reporting and Project Closeout						
3.1	FAA Quarterly Reports	0	2	0	0	0
3.2	FAA Closeout Report	0	2	2	0	0
3.3	Project Closeout	0	2	2	0	0
Stakeholder Outreach and Project Management						
4.1	City/Airport Meetings	0	2	0	0	0
4.2	Stakeholder Outreach Notices and Newsletters	0	0	2	0	0
4.3	Overall Project Management	0	4	0	0	0
	Total hours per labor category	0	46	194	4	12

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	0	$84.69	$0.00
Project Manager	46	$82.36	$3,788.56
Airport Engineer	194	$43.01	$8,343.94
Senior Technician	4	$49.93	$199.72
Admin Technician	12	$46.89	$562.68
Total Direct Labor Costs:	256		$12,894.90
Direct Salary Costs plus Overhead			$24,639.57
Total Labor Costs			**$37,534.47**
Fixed Fee on Labor Costs (15%)			**$5,630.17**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Flights (Weekly Round-Trip for RPR, Bi-Weekly for PM)	1	$700.00	$700.00
Per Diem (Including Lodging, Rental Car, Meals)	20	$275.00	$5,500.00
Computer Charge	256	$6.00	$1,536.00
Reproductions / Miscellaneous	1	$100.00	$100.00
Total Expenses			**$7,836.00**

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	$51,000.64
Estimated Total	**$51,000.00**

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of 8/31/21 between City of Minot ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) and attached Exhibit C shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

The General Conditions of the Agreement for Professional Services are modified as follows:

The final sentence of Section I(C)(1) is replaced with the following: "Upon notification and receipt of approval from Client to move forward with additional services in writing, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client."

Section IV(B)(1) is replaced with the following: "Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore, to the extent allowed by North Dakota Century Code, the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site."

Section V(B)(1) is replaced with the following: "Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located in a District Court located in Ward County, North Dakota."

Section VI(B)(2) is replaced with the following: "Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to rates as set forth in North Dakota's open records statutes."

The final sentence of Section VI(C)(1) is replaced with the following: "To the extent allowed by North Dakota law, Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent."

Short Elliott Hendrickson Inc.

By: _____

Title: Principal

City of Minot

By: _____

Title: Mayor

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit C to Master Agreement for Professional Services

ACCESS TO RECORDS AND REPORTS

Short Elliott Hendrickson, Inc. ("Contractor") must maintain an acceptable cost accounting system. The Contractor agrees to provide theFederal Aviation Administration ("sponsor") 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 contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees tomaintain all books, records and reports required under this contract for a period of not less than five years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor 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.

The City of Minot ("Owner") 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 paymentsto 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 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.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, 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) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the 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. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the 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.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the 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 contractor 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 contractor'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 contractor under the contract until the contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) 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.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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 $10 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.

COPELAND "ANTI-KICKBACK" ACT

Contractor 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. Contractor 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 Contractor 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.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly

rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If

the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - SEH 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 49CFR Part 26 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 (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) 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 Owner. This clause applies to both DBE and non-DBE subcontractors.

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 FAA 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 sub-grant.

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 Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, 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

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, sub-grants, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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 (20 CFR Part 1910). Contractor 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.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/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 (✓) 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

a) The applicant represents that it is ( ) is not (✓) 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.

b) The applicant represents that it is ( ) is not (✓) is not 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

U.S.C. § 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.

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 Default (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 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;
   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 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 Engineer 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.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. 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 (U.S.T.R.);

b. 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 U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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, United States Code, Section 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 Contractor must require subcontractors provide immediate written notice to the Contractor 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 U.S.T.R. or
(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 in all lower tier subcontracts. The contractor 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 U.S.T.R, 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 Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 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.

TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: May 18, 2026

SUBJECT: AIRPORT ADVERTISING STANDARD AGREEMENT TEMPLATE

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Approve the standard advertising agreement;**
2. **Authorize the Mayor and Finance Director to sign the standard advertising agreements; and**
3. **Direct staff to report on the standard advertising agreements entered into at the next Council meeting following execution of the agreement.**

II. DEPARTMENT CONTACT PERSONS

Jessica Long, Business & Development Man., 701-857-4725

III. DESCRIPTION

A. Background

Advertising agreements at the Airport are revenue only and require an agreement between the advertiser and the Airport. These agreements are standard and in line with the Airport Rules and Standards with only minor changes made to each agreement for advertiser name, length of term, advertising location, and price. Typically, the agreement terms are a year or under.

B. Proposed Project

MOT staff is asking the Council to review and approve the attached standard template advertising agreement, authorize the Mayor to sign these contracts upon receipt from City staff, and for the City Manager and/or Airport Director to report execution of these standard contracts in their reports to the City Council. This will help streamline the advertising sales process by allowing staff to complete the 'fill-in-the-blank' portion of the contract, allowing the Mayor to execute the contract upon receipt, and begin the process of installing the advertising without waiting until the next regularly scheduled City Council

meeting for the Council to approve the contract.

C. Recommendation Detail

Advertising sales at MOT are highly regulated and routine. In seeking opportunities to gain efficiencies, MOT developed a standard advertising agreement as a means to move advertising sales along more efficiently for both customers and MOT staff.

IV. IMPACT

A. Service/Delivery Impact:

A standard agreement template will streamline the advertising process and allow a faster turnaround time for the advertisers and the Airport.

B. Fiscal Impact

Advertising agreements are revenue-only contracts. Revenue is dependent upon location and length of agreement.

VI. ALTERNATIVES

1. Decline to approve the advertising agreement and ask that they continue to be placed on Council agendas for approval prior to execution; or
2. Provide other direction to MOT staff on how the Council would like to see ad sales proceed.

CITY OF MINOT, ND / MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS

This advertising agreement ("Agreement") is between the City of Minot, ND / Minot International Airport ("MOT"), a municipal corporation, and _____("Advertiser") to purchase advertising space at MOT. MOT and Advertiser may be referred to herein individually as "Party" and collectively as "Parties."

MOT and Advertiser, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. **Term**. This Agreement shall start on **Date** _____and end on **Date** _____("Term") unless terminated or extended by written agreement of the Parties.
2. **Services.** Advertiser's **Media Type**____ will be displayed and located as described **Floor Location**____, depicted in **Exhibit A**, within the **Advertising Location** of the commercial terminal interior of MOT.
3. **Exhibits.** The following Exhibits are included and incorporated as if fully set forth herein. 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.
    A. **Exhibit A**: Floor Location Map
    B. **Exhibit B**: Digital Advertising Specifications
4. **Rate and Payments.**
    A. Rate. Advertiser agrees to pay a monthly rate of [write out the monthly rate] ($_____) ("Rate") during the duration of the Term.
    B. Payments.
        i. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this Section 4(B)(iii).
        ii. An annual prepayment option of [write out the annual rate] ($_____) is available to Advertiser and, if said annual payment option is exercised, Advertiser shall pay in full within thirty (30) calendar days from execution of this Agreement.
        iii. Address for Payment(s): City of Minot
Attn: Treasurer
PO Box 5006
Minot, ND 58702-5006
        iv. MOT may suspend providing services under this Agreement in the case of nonpayment or late payment, without terminating this Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the Term of this Agreement.
5. **Advertisement.**
    A. License. Advertiser grants MOT a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of this Agreement.
    B. Representations. 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.

C. Delivery. Advertiser shall be solely responsible for delivering the Advertisement to MOT.

D. Right of Refusal. MOT Airport Administration may refuse to display an Advertisement at its sole discretion and/or if the Advertisement violates this Agreement.

E. Warranty. MOT makes no representation or warranty regarding the other advertisements shown within MOT's terminal interior's vicinity.

F. Rights. In its sole discretion, MOT reserves the right to alter the advertising schedule as needed.

6. **Amendments and/or Removal of Advertisement Information.**

   A. Amendments. 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 MOT Airport Administration, in advance of said change. The Parties may not amend this Agreement except in writing, signed by both Parties.

      i. The Advertiser is solely responsible for any costs associated with modifications to Advertising media.

      ii. The Airport accepts digital advertising only in specified sizes and file formats, as listed in **Exhibit B**.

      iii. All static advertisements, including their mounting methods and fixtures, must be approved by MOT prior to installation.

   B. Removal.

      i. MOT is not responsible for costs incurred in the production, installation, or removal of Advertisements.

      ii. Airport Administration reserves the right to approve or deny any modifications requested by the Advertiser.

      iii. Should it be determined and verified by MOT Airport Administration that the Advertiser is no longer in business and/or providing the advertised product and/or service, MOT Airport Administration shall then have the right, without any liability, to remove the advertisement from public display in MOT's terminal.

7. **Liability Limitation.**

   A. In no event shall MOT be liable for any consequential, incidental, indirect, punitive, or special damages for lost business or profits related to this Agreement.

   B. In no event shall MOT's liability to Advertiser exceed the fees actually paid under this Agreement.

   C. Each Party hereto agree to promptly report to the other Party any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

8. **Indemnity and Waiver of Damages.** If the Advertiser or Advertisement violates this Agreement, Advertiser shall indemnify and hold MOT harmless, from any claims and demands of third persons, including the United States of America, resulting from the Advertiser or Advertisement's noncompliance with any terms and/or conditions of this Agreement. Advertiser shall reimburse MOT for any loss(es) or expense(s) incurred by reason of such noncompliance.

9. **Termination.**

   A. Expiration or Mutual Consent. This Agreement will terminate upon the expiration of the Term. The Parties may only terminate this Agreement prior to expiration of the Term by mutual consent and thirty (30) days' written notice.

   B. Termination for Cause. Either Party may terminate this Agreement:

i. 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

ii. 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) business days to cure the breach. Failing to cure the breach shall deem this Agreement terminated upon the expiration of this ten (10) business day period.

C. Monthly Rate Not Prorated. In the event of termination by either Party, MOT shall be entitled to be paid through the end of the month designated by the Parties as the last month of the Agreement, and costs will not be prorated.

10. **Notice.** All payments, demands and notices required herein shall be deemed to be properly served if 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:

NAME
ADDRESS
CITY, STATE ZIP CODE

MINOT INTERNATIONAL AIRPORT
305 Airport Road, Suite 216
Minot, ND 58703

Copy to:
City of Minot
Attn: City Clerk
PO Box 5006
Minot, ND 58702-5006

11. **Governing Law, Venue, Attorneys' Fees.** The Parties hereby agree that North Dakota law will be used to govern and interpret this Agreement. The Parties further agree that venue for any action/lawsuit regarding this Agreement shall be brought in Ward County, North Dakota. To the extent allowed by North Dakota law, the prevailing Party in any action/lawsuit shall be awarded its reasonable attorneys' fees and costs.
12. **Confidentiality and Open Records.** The Parties shall maintain the facts and terms of this Agreement as strictly confidential, to the extent allowed by North Dakota's open records laws.
13. **Assignments.** No Party may assign this Agreement without the other Party's express written consent. Any other assignment shall be void and without force or effect.
14. **Entire Agreement.** This 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 this Agreement are of no force or effect. Neither Party makes any representation, covenant, or warranty except as expressly set forth in this Agreement.
15. **Authority to Execute.** The Parties represent, warrant, and covenant that the individuals executing this Agreement on its behalf have the authority to bind its Party to this Agreement.
16. **Construction of Agreement.** This Agreement shall not be construed against either Party by virtue of that Party having written all or any part of this Agreement.
17. **Waiver.** The failure on the part of a Party to enforce a term or condition of this Agreement shall not constitute a waiver of the right to later enforce that condition. 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.
18. **Severability.** If any term or condition 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 condition of this Agreement shall be valid and be enforced to the fullest extent permitted by North

Dakota law. If one or both Parties claim the invalid or unenforceable term was a material term of this Agreement, then the Parties shall renegotiate this Agreement to address the invalid or unenforceable term in an equitable manner.

19. **Counterparts.** The Parties may execute this Agreement in counterparts. Unmodified faxed or electronically stored executed copies of this Agreement will be regarded as originals of this Agreement.
20. **Third Party Rights.** No third party may claim any rights under this Agreement.
21. **Consent.** If MOT approves an action by Advertiser, that approval does not automatically apply to similar actions by Advertiser in the future.

By signing this Agreement, Parties are certifying to have read the foregoing and are agreeing to all terms and conditions set forth above.

NAME

ADDRESS
CITY, STATE ZIP CODE

Tel:
Fax:

X _____

Name:
Title:

Date:

CITY OF MINOT
MINOT INTERNATIONAL AIRPORT

305 Airport Road, Suite 216
Minot, ND 58703

Tel: 701-857-4724
Fax: 701-857-4710

X _____

Name: Mark Jantzer
Title: Mayor
Date:

ATTEST

X _____

Name: David Lakefield
Title: Finance Director
Date:

ATTEST

X _____

Name: Mikayla McWilliams
Title: City Clerk
Date:

TO: Mayor and Members of the City Council

FROM: Jason Babinchak, Fire Battalion Chief

DATE: May 18, 2026

SUBJECT: EMT STUDENT PRACTICUM WITH TRINITY AMBULANCE

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

Minot Fire Department has instituted an EMT course to teach our own personnel. In order to complete the required training, students need to have 10 patient contacts with an ambulance service. This agreement will allow our students to ride with Trinity Ambulance Service for those patient contacts.

B. Proposed Project

This agreement is important to the project because the Minot Fire Department can train and certify our own students, saving the cost of EMT classes that were once paid to other agencies.

C. Recommendation Detail

Trinity Ambulance was selected because they are the local ambulance. This selection makes sense geographically and because of our working relationship with them.

IV. IMPACT

A. Service/Delivery Impact:

This agreement will impact the City by allowing MFD to train our own students. This improves customer experience, delivery, and quality.

B. Fiscal Impact

This agreement has no monetary exchanges for either party involved.

Project Costs

0 There are no costs to this program or agreement.

Project Funding

0 There is no need for funding.

VI. ALTERNATIVES

1. Find a different ambulance service to accommodate our practicum needs.
2. Return to sending students to a third party to train them in EMT services.

Trinity Health
2305 37th Ave SW Minot, ND 58701
701-418-8000
trinityhealth.org

MASTER AGREEMENT FOR STUDENT CLINICAL EXPERIENCES
between
City of Minot ND / Minot Fire Department EMT Training ("City")
and
Trinity Health ("Trinity")

This Master Agreement for Student Clinical Experiences (the "Master Agreement"), entered into by and between the City of Minot, ND, a municipal corporation and Trinity, on May 18, 2026 ("Effective Date"). City and Trinity are sometimes referred to herein individually as "party" and collectively as "parties."

WHEREAS, City and Trinity, sharing common goals of education, wish to facilitate a relationship for the purpose of providing educational experiences at Trinity's site(s) for certain City students enrolled in the City programs identified herein; and

WHEREAS, City and Trinity wish to enter into this Master Agreement to establish a program of education and training that requires City and Trinity facilities, equipment, services, and personnel appropriate for City students to obtain necessary clinical experiences.

NOW, THEREFORE, City and Trinity agree to the terms and conditions set forth below.

1. Description of Affiliation

1.1 This Master Agreement applies to City students enrolled in the educational programs identified below in section 1.2. For purposes of this Master Agreement, City students are collectively referred to as ("Students").

1.2 This Master Agreement applies to the educational programs at the locations identified in Attachment A to this Master Agreement and to the clinical sites of Trinity identified in Attachment B to this Master Agreement ("Services").

1.3 Contact Information:

(a) Trinity Health

Trinity Health
2305 37th Ave SW
Minot, ND 58701
Attn: Chief Financial Officer

Trinity Health
2305 37th Ave SW
Minot, ND 58701
Attn: Nursing Education Manager
Phone: 701-418-7704

Trinity Health
2305 37th Ave SW
Minot, ND 58701
Attn: Contract Manager

(b) City

City of Minot
P.O. Box 5006
Minot, ND 58702-5006
Attn: City Clerk
Email: clerk@minotnd.gov
Phone: 701-857-4752

2. Responsibilities of the Parties

2.1. Joint Responsibilities

2.1.1. City and Trinity will each identify a person or persons responsible for liaison during the course of this affiliation. For purposes of this Agreement, the Minot Fire Department's Administrative Battalion Chief shall serve as the City's liaison unless otherwise specified in writing.

2.1.2. The persons responsible for the liaison will jointly plan for:

2.1.2.1. Selection, assignment and orientation of Students;

2.1.2.2. Periodic review and preparation of objectives for the instructional program;

2.1.2.3. Evaluation of Student performance;

2.1.2.4. Periodic review of program costs and payments. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program;

2.1.2.5. Supervision of the Students on site at Trinity shall be negotiated by the persons responsible for liaison prior to each clinical rotation.

2.1.3. Nothing in this Master Agreement is intended, and nothing shall be construed to create an employer/employee relationship, partnership, or joint venture relationship between the parties. Except as may be specifically set forth in this Master Agreement, neither of the parties, nor any of their respective agents or employees shall be construed to be the agent, employee, or representative of the other party, and each party shall be solely responsible for any liability that may arise as a result of, or in connection with, any acts, omission or conduct by that party or any of its agents or employees.

2.1.4. To the extent applicable, all parties shall abide by all applicable federal, state, and local laws, rules, regulations, and standards with respect to maintenance of the confidentiality of student education information as required by Family Educational Rights and Privacy Act ("FERPA") and the clinical recordkeeping and maintenance of the confidentiality of medical records and handling, storage, transmission, and release of patient information. The parties shall take such actions as necessary to comply with the privacy standards and other requirements relating to their access to protected health information as defined in the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA") and amendments thereto, and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services. Solely for the purpose of defining the Student's role in relation to the use and disclosure of Trinity's protected health information, the Students are defined as members of Trinity's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Master Agreement; however, the Students are not and shall not be considered to be employees of Trinity. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Master Agreement.

2.1.5. Notwithstanding any statement in this Master Agreement to the contrary, or appearing to be to the contrary, Trinity and City shall maintain their own separate responsibility for compliance with the Americans with Disabilities Act (ADA) and all related laws and regulations, and neither party assumes responsibility or liability for the other's compliance with such laws and regulations.

2.2. City Responsibilities

2.2.1. City shall assume overall responsibility for the general educational experience of Students assigned to Trinity. Such responsibility includes the following:

2.2.1.1. Determination of educational goals for each Student;

2.2.1.2. Establishing prerequisite criteria for placement of Students with Trinity, provided that City shall place only those Students who have satisfactorily

completed all prerequisite courses and any other academic requirements, and have been appropriately recommended by City staff ("Staff") for placement in the clinical experience;

2.2.1.3. Determination of completion of the assignment;

2.2.1.4. Provision of information regarding dates for instruction and forecasts of the numbers of Students to be assigned to Trinity, the final number of which shall be subject to Trinity's approval and written agreement;

2.2.1.5. Periodic and final evaluation of Student performance; and

2.2.2. For Staff and Students who will provide direct care or who will interact with staff in patient areas, City shall provide evidence of the following on Trinity's request: rubella and rubeola immunity; negative tuberculin skin test or blood assay within the last twelve (12) months, prior to the start of their first clinical education within the facility, annual TB testing is not recommended unless there is a known exposure, or if history of positive Tuberculin Test, provide a negative chest x-ray within the last twelve (12) months; inoculation for tetanus within the last ten (10) years; history of chicken pox (varicella) after first birthday; and other evidence of physical or mental impairment (as defined by the ADA, 42 USC § 12102(2)(A) – (C)) that is (1) required by Trinity policy, (2) necessary for the safe operation of or participation in the program which is the subject of this Master Agreement, or (3) necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered to the Students.

2.2.3. City Staff or Students that will be, or who are currently placed with Trinity, shall perform Services in a professional and workmanlike manner. All City's Staff or Students, rendering services under this Master Agreement, shall be fully qualified, adequately experienced and trained before being assigned to perform Services. To the extent applicable, City's Staff or Students shall be properly licensed or registered. City will provide Trinity with documentation of Staff and Student qualifications, experience and training upon Trinity's request.

2.2.4. City will require Students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to applicable state and federal laws and Trinity policy as a pre-requisite to participation in the program.

2.2.5. City certifies that its Students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.6. City shall require that Students carry and maintain hospitalization and medical insurance throughout their clinical education at Trinity. Neither Trinity nor City is responsible for hospitalization or medical costs incurred by the Student during the affiliation, except as specifically provided in this Master Agreement.

2.2.7. Students and Staff, who are injured, report an exposure incident or become ill at Trinity, shall immediately request permission to leave the premises or report to the appropriate area for emergency treatment. An exposure incident shall include a specific eye, mouth, or other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious material that occurs at Trinity's site during the clinical experience program. Except to the extent caused by the negligence or willful misconduct of Trinity, hospital and medical costs arising from care related to injury, exposure, or illness, shall be the sole responsibility of the individual party and not the responsibility of Trinity.

2.2.8. City shall assume overall responsibility for complying with the North Dakota Board of Nursing ("NDBON") Distance Nursing Education Requirements by requesting appropriate recognition and paying the appropriate fee, if applicable.

2.3. Trinity Responsibilities

2.3.1. Trinity shall assume full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by City, and City does not derive revenue from Trinity patients or clients or third-party payors for services at Trinity sites.

2.3.2. Trinity agrees to provide educational experience opportunities for Students in patient care areas, service departments and other selected areas. In this regard, Trinity will provide the equipment, facilities, supplies and services for Students and Staff assigned to Trinity necessary to meet the objectives of the program, as determined by Trinity.

2.3.3. Trinity staff members ("Trinity faculty") have responsibility for teaching, supervising and evaluating the performance of Students assigned to Trinity. Trinity faculty agrees to provide the appropriate department/program within the City with evaluations of the performance of the Students.

2.3.4. Trinity agrees to identify and provide City with current copies of any policies and procedures at the clinical site that apply to the educational experience of the Students.

2.3.5. Trinity has full discretionary power with regard to placement and/or acceptance of Staff and Students for educational experience opportunities. Trinity shall not be liable in any respect with regards to placement and/or acceptance of Staff or Students for educational experience opportunities.

3. Suspension or Termination of Participants

3.1. Undergraduate and Graduate Students ("Student"). Either City or Trinity may withdraw a Student from assignment at the Trinity site(s). Trinity may take immediate action to suspend student participation if the Student's conduct threatens the safety or welfare of patients, visitors or staff. For other concerns about student

performance, Trinity agrees to notify the Student and the City liaison of the concerns and give the Student an opportunity to correct performance deficiencies before removal from the program.

4. Liability Insurance and Indemnity

4.1. City shall maintain professional liability insurance in minimum amounts of $1,000,000 for each claim/$5,000,000 annual aggregate, and that policy shall include within the scope of its coverage all City Students for activities performed within the course and scope of their duties under this Master Agreement. Upon request, City will provide a certificate of insurance evidencing such coverage. If the City requires Student to maintain said professional liability insurance, covering activities performed within the course and scope of their duties under this Master Agreement, City shall provide a certificate of insurance evidencing Student's coverage.

4.2. To the extent expressly permitted by North Dakota law, each party agrees to defend, hold harmless, and indemnify the other party, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorneys' fees arising from the negligent or wrongful acts or omissions of the indemnifying party, its employees, agents, or representatives during the performance of its obligation under this Master Agreement.

4.3. Trinity shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$5,000,000 annual aggregate, and that policy shall include within the scope of its coverage the activities performed by Trinity within the course and scope of its duties under this Master Agreement. Upon request, Trinity will provide a certificate of insurance evidencing such coverage.

5. Standard Terms and Conditions

5.1. Counterparts. This Master Agreement may be executed in multiple, identical counterparts, each of which is deemed an original, and all of which taken together constitute one and the same agreement.

5.2. Force Majeure. Neither party will be held responsible for delay or default caused by fire, riot, terrorism, pandemic, acts of God, executive orders issued by the governor or U.S. President, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected party, the event is beyond the party's reasonable control, and the affected party gives notice to the other party promptly upon

occurrence of the event causing the delay or default or reasonably expected to cause a delay or default.

5.3. Headings. The headings used in this Master Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any part of this Master Agreement.

5.4. Hold Over. If Students continue a clinical rotation after the expiration of this Master Agreement, the terms of this Master Agreement shall govern that specific rotation until the Student's completion of the assignment.

5.5. Financial Terms. Financial arrangements, if any, between City and Trinity, including stipends, benefits and other costs as agreed by the parties, will be set forth in a separate document. If no such document exists, no exchange of funds between parties is required for this clinical experience.

5.6. Records and Reports.

5.6.1. Patient Records: Parties shall maintain confidentiality of medical records as required by HIPAA.

5.6.2. Student Records: City shall maintain student records in compliance with FERPA, if applicable.

5.6.3. Retention/Audit: To the extent required by law, records related to this Master Agreement shall be retained for six (6) years. Each party agrees to cooperate with audits or inspections required by North Dakota law or regulatory bodies.

5.6.4. Open Records: The Parties acknowledges that the City is a public entity and that this Master Agreement and related records may be subject to the North Dakota Open Records law (N.D.C.C. § 44-04-18).

5.7. Renewals. This Master Agreement continues for three (3) years. It may be renewed for additional terms upon the mutual written agreement of both parties.

5.8. Severability. The provisions of this Master Agreement are severable. If any paragraph, section, or provision is declared invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. If one or both parties claim the invalid term was a material term of the Master Agreement, then the Parties will renegotiate the Master Agreement to address the invalid term in an equitable manner.

5.9. Termination. The term for this Master Agreement will begin on the Effective Date (stated above) and will continue for three (3) years, ending on May 17, 2029.

5.9.1. Notice: This Master Agreement may be terminated by either party upon at least thirty (30) calendar days' written notice to the other party at the addresses each party lists in paragraph 1.3 of this Agreement.

5.9.2. Termination by Trinity shall not become effective with respect to Students then participating in a clinical experience program.

5.9.3. Public Interest/Funding: City may terminate this Master Agreement immediately if termination is determined to be in the public interest, or if City fails to receive funding or authority necessary to continue.

5.10. Third Party Rights. This Master Agreement is for the sole benefit of City and Trinity and creates no rights, benefits, or causes of action for any third party, including Students.

5.11. Waiver. Failure of either party to enforce any provision of this Master Agreement shall not be construed as a waiver of that party's right to subsequently enforce that provision.

Other Legal Terms

5.12. Equal Opportunity. Both parties are Equal Opportunity Employers and comply with Executive Order 13496 and herby provides notice of its compliance with FAR 52-222-26, 29 CFR Part 471, Appendix A to Subpart A, 41 C.F.R. 60-1.4, 41 C.F.R 60-250.5, and 41 C.F.R. 60-741.5, which are hereby incorporated by reference.

5.13. Entire Agreement. This Master Agreement shall not rescind any affiliation agreement(s) entered into between Trinity (or Trinity sites set forth on Attachment B) and City at its program level that are currently in effect. This Master Agreement and any such program-level affiliation agreements currently in effect, constitute the entire agreement between the parties with respect to the subject matter and no contemporaneous agreement, written or oral, will be effective to vary their terms. The parties agree that once any such program-level affiliation agreement expires, each such City program and Trinity site wishing to continue the education experience program, will do so under the terms and conditions of this Master Agreement.

5.14. Governing Law. All questions concerning the validity, intention, or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of North Dakota. Venue for any action arising out of this Master Agreement shall be in a District Court of Ward County, North Dakota.

5.15. Excluded Individual/Entities. City hereby represents and warrants that neither it nor any of its Staff or Students, that will be or who are currently placed with Trinity, is or at any time has been excluded from participation in any state or federally funded health care program, including but not limited to Medicare and Medicaid. City shall, on a regular basis, monitor the federal exclusion lists (and any similar state lists) to ensure that none of its Staff or Students, that will be or who are currently placed with Trinity, are excluded from Medicare or Medicaid or have been convicted of a criminal offense related to that person's involvement in any state or federally funded health care program. City shall immediately provide Trinity written notice if any of

the individuals or entities enumerated in this paragraph are excluded from any state or federally funded health care program or are convicted of a criminal offense related to that person's or entity's involvement in any program under any state or federally funded health care program.

5.16. Conflict of Interest. City represents and warrants that: (a) neither it nor any of its Staff or Students, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided; and (b) in the performance of or the rendering of services under this Master Agreement no person having such interest or possible interest shall be employed by it. To the best of the City's knowledge after due investigation, no Staff or Student of City shall participate in any decision relating to this Master Agreement which affects such person's personal interest or the interest of Trinity or this association between the parties, in which such person is, directly or indirectly, interested; nor shall any such person have an interest, direct or indirect, in this Master Agreement or in the proceeds thereof. The Parties agree they will follow the Conflicts of Interest in the Code of Conduct Policy attached hereto as Attachment C.

5.17. Change of Ownership. In the event of change of ownership, the new owners will assume all obligations in the current Master Agreement.

5.18. Fundamental Regulatory Change. If any provision or underlying purpose of this Master Agreement, or if the association of the parties pursuant to this Master Agreement, becomes a violation of the rules, regulations or reimbursement policies of any applicable federal or state statute, rule, or regulation, or administrative or judicial decision (collectively, a "Fundamental Regulatory Change"), either party may give notice of intent to amend this Master Agreement to compensate for the prohibition, restriction, limitation or change and the parties shall negotiate in good faith with respect thereto. If the parties cannot mutually agree to amend this Master Agreement in writing within fifteen (15) days after said notice is given, then either party may elect to terminate this Master Agreement immediately upon written notice to the other party without further liability; provided however, that if the implementation of any such law, rule, regulation, standard or interpretation is stayed on account of any administrative appeal or any suit filed in a court of competent jurisdiction in Ward County, North Dakota, the right to amend or terminate as set forth above shall also be stayed during the period of such stay. The determination that a Fundamental Regulatory Change has occurred shall be made by (i) counsel to Trinity with the concurrence of counsel to City, (ii) counsel to City with the concurrence of counsel to Trinity, or (iii) if counsel to Trinity and City cannot concur, by a nationally recognized law firm with expertise in health care regulation jointly selected by Trinity and City.

5.19. Addenda. Subject to the written authorization by appropriate representatives of City and Trinity, addenda to this Master Agreement may be developed to facilitate day-to-day and year- to-year execution of the goals of this Master Agreement. Each addendum shall be in writing and executed by an authorized representative of each

party. To the extent an addendum is not properly executed by persons authorized to do so and to the extent it conflicts or contradicts the terms herein, such addendum shall be considered null and void.

IN WITNESS WHEREOF, authorized representatives of the parties hereto execute this Master Agreement as follows:

_____
CITY

By: _____
Name: _____
Title: Mayor
Date: _____

_____
CITY

By: _____
Name: _____
Title: _____
Date: _____

_____
TRINITY

By: Robin Nichols
Name: ROBIN NICHOLS
Title: CFO
Date: 5/12/2025

ATTACHMENT A
City Educational Programs Covered under this Master Agreement:

EMT
AEMT

ATTACHMENT B

Trinity Sites Covered under this Master Agreement

Hospital/Home:

Trinity Hospital
Trinity Hospital – St. Joseph's
Trinity Homes
Trinity Kenmare Hospital

Outpatient Centers:

Trinity Health Center - Medical Arts
Trinity Health Center – West
Trinity Health Center – Riverside
Trinity Health Center – Town and Country
Trinity Health East Ridge
Trinity Health South Ridge
Trinity Home Health/Hospice
Trinity Cancer Center

Clinics – Primary Care Clinics:

Trinity Community Clinic – Garrison
Trinity Community Clinic – Kenmare
Trinity Community Clinic – Mohall
Trinity Community Clinic – New Town
Trinity Community Clinic – Velva
Trinity Community Clinic – Western Dakota

Specialty Clinics:

Trinity Health Center-South Ridge (Pain Management)
Trinity Health Center-East Ridge (Allergy/Immunology)
Trinity Health Center-Plaza 16 (Oral & Maxillofacial Reconstruction Center)

Ambulance:

Trinity Health First Response Services
First Response Air
First Response Ground

TO: Mayor and Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: May 18, 2026

SUBJECT: **NOTICE OF FEDERAL INTEREST - MREFPP PHASE MI-5A DCIP GRANT**

I. RECOMMENDED ACTION

It is recommended City Council approve the notice of federal interest and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The City of Minot was awarded a grant through the Department of Defense Office of Local Defense Community Cooperation (OLDCC) back in September of 2021 to construct flood walls related to MREFPP Phase MI-5A. The total grant award was $9,840,892 with a local match requirement of $13,777,249. The project has been completed and the City has taken over maintenance and ownership of the infrastructure improvements. Staff is moving towards the close-out of the grant and completing the final grant deliverables.

B. Proposed Project

OLDCC requires a Notice of Federal Interest (NFI) to be recorded against the subject properties. Specifically, the property may not be (1) used for any purpose inconsistent with the statute of any program governing the Grant award; (2) mortgaged or otherwise used as collateral without the written permission of OLDCC; or, (3) sold or transferred to another party without the written permission of OLDCC.

C. Recommendation Detail

Staff recommends City Council approve the notice of federal interest to meet the required grant deliverable and authorize the Mayor to sign. Staff will then record the NFI against the subject properties.

IV. IMPACT

A. Service/Delivery Impact:
N/A

B. Fiscal Impact
The nominal recording fee will be funded by Sales Tax Flood Control.

VI. ALTERNATIVES

NOTICE OF FEDERAL INTEREST

On 9/21/2021 the Office of Local Defense Community Cooperation (OLDCC) on behalf of the Department of Defense, awarded the Defense Community Infrastructure Pilot (DCIP) Program Grant CIP1925-21-01 (FAIN No. HQ00052110068) to the City of Minot for Community investment for construction of Mouse River Enhanced Flood Protection Project – Phase Minot-5D (Grant). The Grant provides funding to construct permeant flood protection and associated roadway relocation construction in Minot, ND, on properties that are located in the County of Ward, State of North Dakota, having the legal descriptions described as follows:

Tract 1 – 425 5TH AVE NE, MI13.151.010.0082

West 64' of Lot 8, Block 1, Hendreckson's First Addition to the City of Minot, Ward County, North Dakota

Tract 2 – 501 6TH ST NE, MI13.151.010.0081

Lot 8, Less the West 64 feet thereof, Block 1, Hendreckson's First Addition to the City of Minot, Ward County, North Dakota

Tract 3 – 500 6TH ST NE, MI13.151.020.0080

Lot 8, Block 2, Hendreckson's First Addition to the City of Minot, Ward County, North Dakota

Tract 4 – 503 7TH ST NE, MI13.286.020.0070

Lot 7, Block 2, Subdivision of Blocks 2 and 3, Oen's Addition to the City of Minot, Ward County, North Dakota

Tract 5 – 502 7TH ST NE, MI13.A05.000.0010

Lot 1, Oen's Second Addition to the City of Minot, Ward County, North Dakota

Tract 6 – 707 RAILWAY AVE, MI13.A05.000.0020

Lot 2, Oen's Second Addition to the City of Minot, Ward County, North Dakota

Tract 7 – 501 8TH ST NE, MI13.152.030.0060

Lot 6, Block 3, Hendreckson's Second Addition to the City of Minot, Ward County, North Dakota

Tract 8 – 500 8TH ST NE, MI13.152.040.0060

Lot 6, Block 4, Hendreckson's Second Addition to the City of Minot, Ward County, North Dakota

Tract 9 – 501 9TH ST NE, MI13.152.040.0110

Lot 11, Block 4, Hendreckson's Second Addition to the City of Minot, Ward County, North Dakota

Tract 10 – 500 9TH ST NE, MI13.152.050.0062

South 45 feet of Lot 6, Block 5, Hendreckson's Second Addition to the City of Minot, Ward County, North Dakota

Tract 11 – 501 10TH ST NE, MI13.351.050.0080

Lot 8, Block 5, Roach's Second Addition to the City of Minot, Ward County, North Dakota

Tract 12 – 500 10TH ST NE, MI13.352.050.0080

Lot 8, Block 5, Roach's Third Addition to the City of Minot, Ward County, North Dakota

Tract 13 – 501 11TH ST NE, MI13.016.000.1630

Lot 163, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 14 – 500 11TH ST NE, MI13.016.000.1620

Lot 162, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 15 – 502 11TH ST NE, MI13.016.000.1610

Lot 161, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 16 – 501 12TH ST NE, MI13.016.000.1390

Lot 139, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 17 – 505 12TH ST NE, MI13.016.000.1400

Lot 140, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 18 – 1201 RAILWAY AVE, MI13.016.000.1380

Lot 138, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 19 – 1205 RAILWAY AVE, MI13.016.000.1370

Lot 137, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 20 – 1209 RAILWAY AVE, MI13.016.000.1360

Lot 136, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 21 – 1213 RAILWAY AVE, MI13.016.000.1350

Lot 135, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 22 – 1217 RAILWAY AVE, MI13.016.000.1340

Lot 134, Belmont, an Addition to the City of Minot, Ward County, North Dakota

Tract 23 – 1221 RAILWAY AVE, MI13.016.000.1330

West 20 feet of Lot 132 and All of Lot 133, Belmont, an Addition to the City of Minot, Ward County, North Dakota

The Notice of Award for this Grant includes conditions on use of the above-mentioned property and provides for a continuing federal interest in the property until May 10, 2053. Specifically, the property may not be (1) used for any purpose inconsistent with the statue of any program governing the Grant award; (2) mortgaged or otherwise used as collateral without the written permission of OLDCC; or (3) sold or transferred to another party without the written permission of OLDCC.

These grant conditions and requirements cannot be subordinated, diminished, nullified or voided through encumbrance of the property, a transfer or ownership or other violation of Grant requirements before the required federal interest time without agency approval. Therefore, advance notice of any proposed change in usage or ownership must be provided to OLDCC pursuant to the terms of the Grant.

Dated this ____day of _____, 2026.

THE CITY OF MINOT

_____

By:
Title:

STATE OF NORTH DAKOTA)
) SS
COUNTY OF WARD)

On this _____ day of _____, 2026, before me a Notary Public in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he/she executed the same.

_____

Notary Public
For the State of North Dakota

City of Minot

TO: Mayor and Members of the City Council

FROM: Nicole Tallman

DATE: May 18, 2026

SUBJECT: CONTRACT FOR THE RECORD

I. RECOMMENDED ACTION

It is recommended City Council approve the contract for the record and authorize the Mayor, Finance Director, and City Clerk to sign the contract.

II. DEPARTMENT CONTACT PERSONS

III. DESCRIPTION

A. Background

With House Bill (HB) 1032 passing this past legislative session, Minot Municipal Court has to become a court of record starting July 1, 2026. Municipal Court will be responsible for maintaining an accurate and complete record of all court proceedings in accordance with the state law and judicial standards. Maintaining high quality audio records is critical for ensuring transparency and preserving the integrity of court proceedings. Inconsistent audio quality, equipment limitations, and the staff time required to manage recordings can create challenges in meeting these standards. Entering into a contract with a professional court recording provider would align the Municipal Court with current best practices in court operations. It would also help ensure compliance with recordkeeping requirements while enhancing efficiency and reliability in the creation and maintenance of the official court record.

B. Proposed Project

This contract is to enter into an agreement with a qualified court recording company to provide comprehensive digital audio recording services for Municipal Court proceedings. Under this agreement, the selected vendor would provide multichannel, high-fidelity audio recording, real-time speech-to-text with speaker attribution automatically identifying and labeling each speaker, unlimited cloud storage with no storage limits, unlimited users, automatic annotations, API integration with case management systems, single sign-on, and multi-language capabilities. The vendor will provide in-person training.

C. Recommendation Detail

The recommended contract will ensure that the Municipal Court will maintain a reliable, accurate, and secure record of all proceedings, consistent with legal requirements and best practices. The proposed solution will allow for secure cloud storage of all recordings, enabling authorized staff to easily access, search, and retrieve case files without relying on physical media or onsite storage systems. This will streamline records management, reduce the risk of lost or damaged files, and improve response times for internal needs and public records requests. The system's user-friendly interface and advanced search capabilities will significantly reduce the time required to locate and review case recordings. Although some lower-cost vendors were evaluated, they did not provide the level of functionality required to support efficient and reliable court operations. The contract's effective date will be the date all parties have signed.

IV. IMPACT

A. Service/Delivery Impact:

The contract will improve the reliability, accuracy, and accessibility of the official court record. High quality digital recording will ensure that all proceedings are consistently captured, reducing the risk of incomplete or inaudible recordings and supporting compliance with legal requirements.

B. Fiscal Impact

Project Costs

$8,808.00

Project Funding

10025000-44350 IT Maintenance & Repair Agreements = $11,000

VI. ALTERNATIVES

A. The City Council can decline to approve the contract; or,

B. The City Council can provide further direction for amendments to the contract.

SERVICES AGREEMENT
Between
City of Minot, ND and For The Record, Ltd.

This Services Agreement ("Agreement") is effective on the _____ day of _____, 2026 ("Effective Date"), by and between the City of Minot, ND, a municipal corporation, with its Municipal Court whose mailing address is PO Box 5006, Minot, ND 58702-5006 ("City") and For The Record, Ltd., whose mailing address is _____ ("FTR"), sometimes referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, City is seeking recording technology services ("Services") for its Minot Municipal Court ("Court") appearances; and

WHEREAS, FTR is a company capable of delivering Services as described in the preceding paragraph through its FTR RealTime product ("Product"), and FTR wishes to enter into this Agreement with the City; and

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

1. Term. The term ("Term") of this Agreement will be three (3) years, beginning from the Effective Date.
2. Exhibits. The following Exhibit(s) are attached hereto and are incorporated as if fully set forth herein:
   a. **Exhibit A**: For The Record Statement of Work (SOW)
   b. **Exhibit B**: Other Applicable Terms and Conditions
3. Invoicing and Compensation.
   a. FTR shall submit an annual invoice to the Municipal Clerk of Court on the anniversary of the Effective Date.
   b. FTR shall send invoices either by mail or email to:

      City of Minot
      Attn: Clerk of Municipal Court
      PO Box 5006
      Minot, ND 58702-5006
      municourt@minotnd.gov

   c. City shall remit payment to FTR upon Net 30 payment terms, to the address provided in Paragraph "7. Notices"
4. Assignment and Binding Effect. Neither Party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the

other Party. Notwithstanding the foregoing, FTR, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent:

a. to any entity controlled by, or under common control with, FTR, or its permitted successive assignees or transferees; or
b. in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of FTR, or its permitted successive assignees or transferees.
c. Enforceability. Each Party represents and warrants that it has the full right and power to enter into this Agreement and that this Agreement constitutes a valid and binding obligation, enforceable against each Party and its permitted successors and assigns in accordance with its terms.

5. Insurance Requirements. FTR shall maintain:
   a. Network risk and cyber liability coverage (including, but not limited to, coverage for unauthorized access, digital data recovery, failure of security, breach of privacy perils, as well as notification costs to affected individuals and regulators, and regulatory defense and fines) in an amount of not less than $2,000,000 per claim and $2,000,000 in the aggregate.
   b. Professional Liability (Errors and Omissions). FTR shall maintain Professional Liability insurance covering acts, errors, or omissions arising out of the rendering of or failure to render professional services in connection with this Agreement, with limits of not less than $2,000,000 per claim and $2,000,000 in the aggregate.
   c. Such insurance shall always be maintained and in force during the term of this Agreement and for a period of three (3) years thereafter for services completed during the Term of this Agreement and any renewal periods.
   d. FTR shall provide proof of insurance to the City prior to commencement of work.
6. Indemnification and Limitation of Liability. FTR agrees to indemnify 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 FTR, its officers and/or employees arising from fault in acts or omissions of FTR, or arising from FTR'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 FTR. This obligation shall survive for six (6) years after termination of this Agreement.

7. 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:

City of Minot	Name:
Attn: City Clerk	Attn:
PO Box 5006	Address:
Minot, ND 58702-5006	Address:
Email: clerk@minotnd.gov	Email:

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. 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.

8. Termination.
   a. Termination Without Cause. Either City or FTR may terminate this Agreement with one hundred eighty (180) calendar days' written notice to the other Party of the terminating Party's intent to terminate before 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:
      1. If FTR fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
      2. If FTR fails to perform any of the other provisions of this Agreement or fails to diligently perform Services in a manner that reasonably ensures completion of this Agreement in accordance with its terms.
      3. Notice Requirement. The City shall provide written termination notice to FTR identifying (i) the Services the City alleges FTR has failed to provide and/or, (ii) any other provisions of this Agreement the City alleges FTR has failed to perform. Termination pursuant to this Paragraph 8(c) shall only be effective if FTR fails to cure the deficiencies identified in the City's notice within fifteen (15) calendar days of FTR's receipt of the City's written notice.
   d. Termination for Failure to Appropriate or Authority. Notwithstanding anything to the contrary herein, the City is a public entity whose authority to expend funds is subject to annual appropriation by the Minot City Council ("Council"). In the event the Council

fails to appropriate funds necessary to fulfill the City's obligations under this Agreement for any fiscal period during the term, or if the City otherwise loses legal authority to perform its obligations, the City may terminate this Agreement upon written notice to FTR, without penalty or further obligation. Such termination shall be effective on the date specified in the notice, and the City shall pay FTR for Services properly rendered up to the effective date of termination subject to appropriated funds. FTR acknowledges that the City cannot commit funds beyond the current fiscal year.

e. Pro-rata Compensation. In the event of termination, FTR shall be entitled to be paid for Services rendered through the date of termination.

9. Conflicts of Interest. FTR represents and warrants that no City council member, officer, or employee has been or will be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. FTR further certifies that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required under this Agreement.
10. Compliance with Law. FTR agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. FTR's failure to comply with this section may be deemed a material breach by FTR entitling the City to terminate for cause in accordance with Paragraph 8(c) of this Agreement.
11. Retention of Records and Audit. FTR agrees to retain records in accordance with the State of North Dakota's Retention of Records Policy. If FTR's records are audited by a third party, FTR shall provide the City with the results of the audit within thirty (30) calendar days of receipt
12. Controlling Document. In the event of any conflict or inconsistency between the provisions of the documents comprising this Agreement, the following order of precedence shall apply for interpretation:
    a. The Services Agreement (this primary document); then
    b. Exhibit A: Statement of Work (SOW); then
    c. Exhibit B: Other Applicable Terms and Conditions.
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.

FTR, Ltd.	**CITY OF MINOT, ND**
_____	_____
Name:	Mark Jantzer, Mayor
Date: _____	Date: _____
	_____
	David Lakefield, Finance Director
	Date: _____
	_____
	Mikayla McWilliams, City Clerk
	Date: _____

Exhibit A
For The Record Statement of Work (SOW)

Exhibit B

Other Applicable Terms and Conditions

1. Authority to Contract. No part of this Agreement shall be construed to grant to FTR 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 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 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 such 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.
7. Entire Agreement, Modifications 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. Headings 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. Hold Over. If the Parties continue performance after the expiration date, including any renewal periods, without executing a new agreement, this Agreement shall remain in effect on a month-to-month basis, subject to all original terms.
10. Independent Contractor. This Agreement does not create any employer-employee relationship. FTR is an independent contractor, and the City is not responsible for benefits, payroll, taxes or insurance for FTR or FTR's staff.
11. Third Party Rights. No person or entity who is not a party to this Agreement shall have any rights to enforce any of its terms. This provision does not affect any right or remedy of a third party which exists or is available independently of this Agreement.

For The Record

The Sound and Sight of Justice.

Proposal & Statement of Work
City of Minot, Municipal Court

FTR RealTime

May 1st, 2026 – April 31st 2029

1. Document Purpose

This Statement of Work (SOW) outlines the deployment of FTR RealTime for City of Minot, Municipal Court hereafter referred to as ("The Court") for a year term. This document establishes responsibilities, key objectives, and requirements associated with the project, including project coordination and implementation works necessary to provide services.

2. Objectives

The objectives of this engagement include achieving seamless integration of FTR RealTime with the existing equipment in the courtroom, enabling real-time transcription with accurate speaker identification across all active channels, and ensuring secure, reliable audio recording and data management. This work also delivers a scalable technical foundation with cloud storage and advanced speech-to-text capabilities included, ensuring the Court is set up for both immediate use and future enhancements.

3. Solution Features

- Multi-channel high-fidelity audio recording from each microphone channel in full digital quality, ensuring crystal-clear playback and precise speaker separation. This enables accurate transcription, efficient review, and detailed record preservation for every proceeding.

- Real-time speech-to-text with speaker attribution automatically identifying and labeling each speaker based on microphone or seat position. This delivers immediate visibility into the record and supports accurate, accessible documentation.

- Unlimited cloud storage with no storage limits, providing redundancy and long-term accessibility. Authorized users can instantly search and play back sessions from any web-enabled device—no downloads or special software required.

- Unlimited users allowing judges, clerks, attorneys, and administrators to securely access recordings and transcripts without additional licensing constraints.

- Automatic annotations that intelligent tags key events, speakers, and timestamps within the recording, streamlining review and transcript preparation

- API integration with case management systems
- Single sign-on (SSO) and multi-factor authentication (MFA)

- Multi-language capabilities in over 135 languages, enabling inclusive access for diverse

participants. Translation functionality is also on the product roadmap to further enhance accessibility and cross-language collaboration.

- ADA-compliant display application that can be connected to a courtroom monitor or gallery PC, providing real-time transcription for individuals who are hard of hearing.
- Keyword search allowing authorized users to instantly search recorded sessions or transcripts by keyword, allowing judges, clerks, and staff to quickly locate specific statements, speakers, or case details within seconds.
- Export, sharing, and public ordering functionality allowing authorized users to securely export recordings or transcripts in multiple formats, share access with designated parties, and enable public ordering through a controlled, permission-based workflows supporting transparency while maintaining data security.
- Editing capabilities allowing authorized users to review and edit transcripts to correct spelling, punctuation, or speaker labels, ensuring accuracy before finalization or public release. All edits are tracked with full audit history for accountability.

4. Responsibilities

For The Record Responsibilities
- Delivery of FTR RealTime platform with all features enabled
- Secure cloud hosting and redundancy
- Remote configuration, training, and support

Court Responsibilities:
- Provide courtroom PC and required infrastructure
- Ensure network connectivity
- Approve deliverables, scheduling, and project reviews

5. Fair Use Policy

The utilization of FTR RealTime is subject to adherence to the Fair Use Policy:
- RealTime Speech-to-Text use: Maximum usage of 6 hours per business day, with an average calculated over the total license count on an annual basis.

6. Security

For The Record takes its commitment to security very seriously. For The Record aims to ensure the confidentiality, integrity, and availability of the data it manages. To achieve this For the Record must ensure that there is clarity about the responsibilities associated with protecting systems and information. Full details of For the Record's Information Security Policy can be requested under NDA.

For The Record Responsibilities:
- To protect all information with the Cloud Platform from internal, external, deliberate, or accidental threats
- Uphold ethical standards and meet our regulatory, legal and contractual obligations
- Ensure all For the Record staff understand and abide by their responsibilities
- Ensure all Information Security Policies are followed including but not limited to For The Record's Backup, Encryption, Data Protection and Software Development Life Cycle

policies
- Report any security incidents in For the Record's environment to the Court within 24 Hours
- Agree to and abide by the For the Record shared responsibility model security framework - https://ftr.elevio.help/en/articles/335

Court Responsibilities:
- Agree to and abide by the For the Record Cloud Platform Terms of Service
- Manage the Cloud Platform tenancy with regards to the Court's users and their access
- Report any security incident in the Court's environment to For the Record within 24 hours
- Report any security vulnerabilities found in the Cloud Platform to compliance@fortherecord.com
- Provide For the Record with contact details regarding security incidents
- Provide For the Record with the details of the Court's data retention policy
- Ensure that the Court's users and servers use supported browsers and operating systems when accessing the Cloud Platform
- Ensure updates to any locally installed For the Record system components are installed in a timely manner

7. Assumptions
- Any changes requested beyond what is identified herein must be submitted through a formal Project Change Request process.
- For The Record shall provide professional consultants for this engagement as determined by project requirements.

8. Timing
The 1-year term period shall commence upon the successful installation of the software and its acceptance by the Court.

9. Project Cost

Line-Item Description	Unit Price	# of Courtrooms	Extended Price
FTR RealTime	$8,808.00	1	$8,808.00

Total Annual Cost: $8,808.00

Authorization Page

IN WITNESS THEREOF, the Parties hereto have caused this SOW to be executed by their duly authorized representatives.



COURT	**FTR, LTD**
Signature: _____	Signature: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

TO: Mayor and Members of the City Council

FROM: Dale Plessas, Deputy Police Chief
Michael Frye, Chief of Police

DATE: May 18, 2026

SUBJECT: **MINOT POLICE STATION REMODEL MASTER SERVICE AGREEMENT AND REMODEL SERVICE ORDER**

I. RECOMMENDED ACTION

It is recommended Council approve the Minot Police Department Building Remodel Master Services Agreement and Remodel Service Order, and authorize the Mayor to sign both documents.

II. DEPARTMENT CONTACT PERSONS

Michael Frye, Chief of Police, 701-857-4700
Dale Plessas, Deputy Police Chief, 701-857-9800

III. DESCRIPTION

A. Background

In May 2023, Minot City Hall relocated to a new facility, leaving its former site at 515 2nd Ave SW solely occupied by the Police Department. Following this relocation, a building needs assessment was conducted, which concluded the Police Department has outgrown its current footprint and identified additional concerns, including fragmentation of the building that affects operational efficiency of the department. Based on these findings, a remodel was recommended. After completing the selection process for qualified architectural and engineering firms, the Minot City Council selected Ackerman-Estvold for the project. The Minot Police Department Building Remodel Master Services Agreement and Service Order reflect the negotiated terms between the Chief of Police and Ackerman-Estvold for architectural and engineering services and are necessary to maintain the business relationship.

B. Proposed Project

Upon completing these negotiations, the attached Master Services Agreement and Remodel Service Order were prepared by Ackerman-Estvold to reflect the terms reached. Entering into this agreement will allow the City to continue advancing the design phase of the

remodel project. This process includes future check-ins with the City Council before moving forward to construction.

IV. IMPACT

A. Service/Delivery Impact:

The Minot City Council approved issuing a Request for Qualifications (RFQ) for architectural and engineering services to remodel the Minot Police Station. In accordance with City policy, a review committee was established to evaluate all submitted proposals. Based on the committee's recommendation, the Council awarded the Minot Police Department Building Remodel project to Ackerman Estvold and authorized the Chief of Police to negotiate the scope and fee for architectural and engineering services. The Minot Police Station Remodel Master Services Agreement and Remodel Service Order reflect the terms of that negotiation and serve as the next steps in maintaining the business relationship with Ackerman Estvold and advancing the remodel project.

B. Fiscal Impact

The terms of the agreement are set forth in the attached MSA and Remodel Service Order.

Project Costs

Outlined in the Master Services Agreement and Service Order

Project Funding

41021000-57300 (Capital Infrastructure: Buildings) - $5,000,000

VI. ALTERNATIVES

1. The City Council could decline to approve the Master Services Agreement and Service Order and direct the Chief of Police to re-negotiate any or all terms.

2. The Council could choose not to approve the Master Services Agreement and end negotiations, thereby terminating the City's business relationship with Ackerman-Estvold in this matter.

AIA® Document B121™ – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the Fifth day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Minot
10 3rd Ave SW
Minot, ND 58701
701-852-0111

and the Architect:
(Name, legal status, address, and other information)

Ackerman-Estvold, Engineering and Management Consulting, Inc.
1907 17th St SE
Minot, ND 58701
701-837-8737

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

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9 COMPENSATION

10 MISCELLANEOUS PROVISIONS

11 SPECIAL TERMS AND CONDITIONS

12 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Michael Frye, Chief of Police
City of Minot
10 3rd Ave SW
Minot, ND 58701
701-857-4750
michael.frye@minotnd.gov

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

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User Notes: (69b74f85ff6f943823846ff4)

Ryan M. Anderson, AIA
1907 17th St SE
Minot, ND 58701
701-857-9119
ryan.anderson@ackerman-estvold.com

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 each occurrence; $2,000,000 aggregate.

.2 Automobile Liability

$1,000,000 bodily injury; $1,000,000 property damage.

.3 Workers' Compensation

$1,000,000 each occurrence.

.4 Professional Liability

$2,000,000 each occurrence; $4,000,000 aggregate.

.5 Excess Liability

$5,000,000 each occurrence; $5,000,000 aggregate.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the

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Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 (Not Used.)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner

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substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in

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advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 7.3 of this Master Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 (Not Used.)

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

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§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

No termination fee.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated at the time of termination.

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9 and AIA Document B201 Form of Architect's Services.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services and Supplemental Services designated in AIA Document B201 as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As indicated in attached AIA Document B201 Form of Architects Services. AIA.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

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.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.
§ 9.4.4 Reimbursable Expenses for transportation, travel, and subsistence shall be limited to an aggregate amount of Twenty-Five Thousand dollars ($25,000).

§ 9.5 Payments to the Architect
§ 9.5.1 Progress Payments
§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.00 % monthly

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such

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consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not applicable.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

.1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

To be determined.

.3 Exhibits:

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(Clearly identify any other exhibits incorporated into this Master Agreement.)

Fee proposal dated April 9, 2026.

.4 Other documents:
(List other documents, if any, forming part of the Master Agreement.)

AIA Document B201-2017 Standard Form of Architect's Services: Design and Construction Contract Administration.
Ackerman-Estvold hourly rate schedule (subject to adjustment on the 1st day of each year).

This Master Agreement entered into as of the day and year first written above.

Digitally signed by Ryan M. Anderson
DN: C=US, E=ryan.anderson@ackerman-estvold.com, O=Ackerman-Estvold, OU="Vice Presidnet, Senior Architect", CN=Ryan M. Anderson
Date: 2026.05.05 17:20:02-05'00'

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Mark Jantzer, Mayor	BY: Ryan M. Anderson, Vice President
(Printed name and title)	*(Printed name, title, and license number if required)*

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April 9, 2026

Mike Frye, Chief of Police
City of Minot
10 3rd Ave SW
Minot, ND 58701

RE: Architectural Services Fee Proposal – Minot Police Department Remodel

Dear Chief Frye,

Thank you for this opportunity to propose our full design services for the Police Department remodel! We are pleased to present you with a proposal for this work and are excited to be considered.

We understand the project will entail the full remodel of the majority of the facility and construction would happen in phases. We also understand that each phase will need to be designed separately as a service order under a master services agreement.

We propose to provide our services as follows:

- Service Order 1: Includes programming validation for the entire facility, work group meetings and working sessions, adjacency analysis, conceptual plan layouts, identifying all areas of remodel and/or additions, project phasing plan, field verification of entire existing building, mechanical/plumbing/electrical systems evaluation of entire existing building, evaluation of envelope of entire existing building, schematic design for the entire renovation and addition, and cost estimating.

- Subsequent phases will include the remainder of design, bidding, and construction administration:

    - Design Phase will include design development and construction documents resulting in all necessary drawings, details, schedules, and specifications for bidding, permitting and construction of the project, as well as budgeting/estimating throughout design and each phase of the project.

    - Bid process management for each separate phase, including coordination of advertisement for bid, conducting an on-site pre-bid meeting with the contractors, assembling any

necessary addenda, conducting the bid opening, evaluating bids, and assembling the recommendation of award for your review/approval.

- Construction administration for each separate phase, including construction contract execution, submittal review, response to contractor questions and RFI, pay application review, construction change management (i.e., architect's supplemental instructions, proposal requests, change orders), construction progress meetings and on-site observation at intervals to facilitate satisfactory progress on and ultimately completion of the project, substantial completion inspection, final completion inspection, and project closeout management.

Following is our proposed fee for each phase of the work:

Service Order 1 Services	**Time & Material Not-to-Exceed $208,970.00**

Work not specifically noted above is not included in our fees. Exclusions include, but are not limited to:

- All Supplemental Services not included in our Basic Services as noted in the attached master services agreement. Such excluded Supplemental Services include, but are not limited to:
  - Boundary & Topographic Survey: this would be required for any proposed additions and invoiced at cost plus 10% mark-up for coordination and administration.
  - Geotechnical Engineering: this would be required for any proposed additions for completion of civil and structural engineering design and would be a contract we help coordinate but held directly between you and the geotechnical engineer.
  - Environmental Services (asbestos survey/abatement design/construction admin, species/vegetation surveys/analysis), Storm Water Management/Analysis, Cultural Reviews/Assessments, Construction Phase Survey & Staking, Planning and Zoning Actions (Existing property does not require zoning or subdivision actions to develop for the intended use), Traffic Analysis.
- All Additional Services as outlined in the attached master services agreement.
- Reimbursable expenses (travel/subsistence costs, advertisements, and copies of plan documents).
  - We are proposing a cap on reimbursable expenses, inclusive of travel and subsistence costs for our partner firm, Turner & Townsend Heery, of $25,000 total, inclusive of all phases of the project.
- All other work outside of the aforementioned scope. Such additional services will be discussed with you should the need for them arise and expenses should be billed per the master services agreement.

The draft Master Services Agreement, Standard Form of Architectural Services, and Service Order 1 is attached for your review and comment.

Thank you again for this opportunity and we look forward to hearing from you!

Regards,



Ryan M. Anderson, AIA
Vice President, Senior Architect

Enclosure

AIA® Document B201™ – 2017

Standard Form of Architect's Services: *Design and Construction Contract Administration*

for the following PROJECT:
(Name and location or address)

Minot Police Department Remodel
515 2nd Ave SW
Minot, ND 58701

THE OWNER:
(Name, legal status and address)

City of Minot
10 3rd Ave SW
Minot, ND 58701

THE ARCHITECT:
(Name, legal status and address)

Ackerman-Estvold, Engineering and Management Consulting, Inc.
1907 17th St SE
Minot, ND 58701

THE AGREEMENT
This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the Seventeenth day of March in the year Two Thousand Twenty-Six .
(In words, indicate day, month and year.)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SCOPE OF ARCHITECT'S BASIC SERVICES

3 SUPPLEMENTAL AND ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COST OF THE WORK

6 COMPENSATION

7 ATTACHMENTS AND EXHIBITS

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

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(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The full program of spaces has been previously developed by the owner in a preceding space needs analysis. This Project will include the review and validation or modification of that programming as needed to fit the current needs of the department.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The existing Police Station is located at 515 2nd Ave SW, Minot, ND 58701. The existing building is approximately 36,550 square feet, of which approximately 33,665 square feet will be remodeled and 16,100 square feet of building addition may be added in the form of a stair & elevator tower and a squad garage.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:
(Provide total and, if known, a line item breakdown.)

Shall be determined at each phase of the Project.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined by Owner and Architect.

.2 Construction commencement date:
To be determined by Owner and Architect.

.3 Substantial Completion date or dates:

To be determined by Owner and Architect.

.4 Other milestone dates:

To be determined by Owner and Architect.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design, Bid, Build.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

City of Minot City Council.

§ 1.1.8 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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To be determined as needed.

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Not applicable.

§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:
(List name, legal status, address, and other contact information.)

§ 1.1.9.1 Consultants retained under Basic Services:

.1 Structural Engineer:

CW Structural Engineers
Chris Wentz, PE
1000 East Calgary Ave, Suite #2
701-221-3286

.2 Mechanical Engineer:

Martin Mechanical Design, Inc.
Brian Martin, PE
1201 25th Ave N
Fargo, ND 58102
701-293-7957

.3 Electrical Engineer:

Prairie Engineering, PC
Jason Hunze, PE
1905 17th St SE
Minot, ND 58701
701-852-6363

§ 1.1.9.2 Consultants retained under Supplemental Services:

Law Enforcement Specialist:
Turner & Townsend Heery
Matt Guarnery, AIA
300 N LaSalle, Ste 700
Chicago, IL 60654

Civil Engineer:
Sean Weeks, PE
Ackerman-Estvold, Engineering & Management Consulting, Inc.
1907 17th St SE
Minot, ND 58701
701-837-8737

§ 1.1.10 Other Initial Information on which the Agreement is based:

The Project will be phased and a Service Order executed separately for each phase of work.

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of the Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 2.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents

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including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 5.3.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

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§ 2.5 PROCUREMENT PHASE SERVICES

§ 2.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 Negotiated Proposals

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- **.1** facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- **.2** organizing and participating in selection interviews with prospective contractors;
- **.3** preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- **.4** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 General

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under the Agreement unless the Owner and the Architect amend the Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 Evaluations of the Work

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§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 Submittals

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the

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purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to Section 3.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 Changes in the Work

§ 2.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 3.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the

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Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 SUPPLEMENTAL SERVICES

§ 3.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)

Supplemental Services		Responsibility *(Architect, Owner or Not Provided)*
§ 3.1.1.1	Programming	Architect - In Basic Services
§ 3.1.1.2	Multiple preliminary designs	Architect - In Basic Services
§ 3.1.1.3	Measured drawings	Not Provided
§ 3.1.1.4	Existing facilities surveys	Not Provided
§ 3.1.1.5	Site evaluation and planning	Not Provided
§ 3.1.1.6	Building Information Model management responsibilities	Architect - In Basic Services
§ 3.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 3.1.1.8	Civil engineering	Architect - In Basic Services
§ 3.1.1.9	Landscape design	Architect - In Basic Services
§ 3.1.1.10	Architectural interior design	Architect - In Basic Services
§ 3.1.1.11	Value analysis	Architect - In Basic Services
§ 3.1.1.12	Detailed cost estimating beyond that required in Section 5.3	Architect - In Basic Services
§ 3.1.1.13	On-site project representation	Not Provided
§ 3.1.1.14	Conformed documents for construction	Architect - In Basic Services
§ 3.1.1.15	As-designed record drawings	Not Provided
§ 3.1.1.16	As-constructed record drawings	Architect - In Basic Services
§ 3.1.1.17	Post occupancy evaluation	Not Provided
§ 3.1.1.18	Facility support services	Not Provided
§ 3.1.1.19	Tenant-related services	Not Provided
§ 3.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 3.1.1.21	Telecommunications/data design	Architect - In Basic Services
§ 3.1.1.22	Security evaluation and planning	Architect - In Basic Services
§ 3.1.1.23	Commissioning	Architect - In Basic Services
§ 3.1.1.24	Sustainable Project Services pursuant to Section 3.1.3	Not Provided
§ 3.1.1.25	Fast-track design services	Not Provided
§ 3.1.1.26	Multiple bid packages	Not Provided
§ 3.1.1.27	Historic preservation	Not Provided
§ 3.1.1.28	Furniture, furnishings, and equipment design	Owner/Architect - In Basic Services
§ 3.1.1.29	Other services provided by specialty Consultants	Architect - In Basic Services
§ 3.1.1.30	Other Supplemental Services	Not Provided

§ 3.1.2 Description of Supplemental Services

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§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

3.1.1.1 - Includes meeting with Owner to validate and adjust the program of spaces including types, quantities, sizes, functions, and relationships of spaces.

3.1.1.2 - Includes development of up to a maximum of three separate and distinct floor plan layouts. Only a single final preliminary design will be used to develop preliminary building elevations and/or 3D models. Any additional preliminary designs shall be compensated as Additional Services.

3.1.1.6 - Includes the development of the BIM Model for the development of the Project design and production of Construction Drawings.

3.1.1.8 - Includes one standard full site design consisting of site plan layout, grading and drainage plans, site improvements, utility plan, site plantings and landscaping if required, and construction detailing. Excludes storm water management plan, environmental review/analysis/report, and cultural review/analysis/report any of which shall be compensated as Additional Services if deemed necessary.

3.1.1.9 - Includes landscape design and detailing for plantings, planting beds, irrigation systems, and other landscaping amenities as required for the project and designed by the Civil Engineer.

3.1.1.10 - Includes standard interior elevations, reflected ceiling plans, floor finish plans if required, material evaluation and selection, pattern layouts, color evaluation and selection, and up to a maximum of two separate and distinct color boards with different color options.

3.1.1.11 - Includes evaluation of bids and collaboration with potential low bidders to establish design changes that could provide costs savings to the project for potential incorporation into the contract documents should a portion of the Project need to be awarded and not re-bid.

3.1.1.12 - Includes development of detailed costs organized by CSI specification division in order to develop a detailed cost model for the Project at 75% Design Development completion and updated at 75% Construction Documents completion.

3.1.1.14 - Includes the incorporation of Addenda revisions into the Construction Drawings for distribution as an Issued For Construction drawing set to be used for permitting and construction purposes.

3.1.1.16 - Includes updating the BIM model with design changes made during construction and issuing and as-built drawing set to the owner in hard copy and/or PDF format for their records.

3.1.1.21 - Provide telecommunications and data design, excluding telephone handsets, end-user software, programming, computer servers, terminals, and personal computers.

3.1.1.22 - Includes evaluation and planning as it relates to best practices for law enforcement centers including space planning analysis, adjacency analysis, and proper securing of public vs. private zones, evidence, and high-security areas.

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3.1.1.23 - Includes basic observation, troubleshooting, and assistance to the contractor during startup of the HVAC, plumbing, and electrical systems by the sub-consultant mechanical and electrical engineers. Full Commissioning with a certified Commissioning Agent is excluded, but can be provided at an additional cost if desired.

3.1.1.28 - Owner and Architect to collaborate to determine separation of scope, including inventory of existing FF&E, budgeting, providing layouts, FF&E selection & specifications, color palettes, and procurement, including bidding and ordering.

3.1.1.29 - Law Enforcement Planning - Includes services of a subject matter expert pertaining to law enforcement programming, space analysis, adjacency analysis, space planning, program management, and best practices.

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

3.1.1.28 - Owner and Architect to collaborate to determine separation of scope, including inventory of existing FF&E, budgeting, providing layouts, FF&E selection & specifications, color palettes, and procurement, including bidding and ordering.

§ 3.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to the Agreement. The Owner shall compensate the Architect as provided in Section 6.2.

§ 3.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule.

§ 3.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the

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Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 3.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 One Hundred Four (104) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 3.2.4 Except for services required under Section 2.6.6.5 and those services that do not exceed the limits set forth in Section 3.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 3.2.5 If the services covered by the Agreement have not been completed within Forty-Eight (48) months of the date of the Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be

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reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

§ 4.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to the Agreement.

§ 4.8 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 4.9 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in the Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of the Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 3.1.1, as a Supplemental Service.

§ 5.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 5.5 of AIA Document B102™–2017;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the

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Cost of the Work; or,

.5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect's Basic Services as follows:

.1 Stipulated Sum (not applicable).
(Insert amount)

.2 Percentage Basis (not applicable).
(Insert percentage value)

.3 Other
(Describe the method of compensation)

As detrmined in each Service Order..

§ 6.2 For the Architect's Supplemental Services designated in Section 3.1.1 and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Time and material or a fixed fee as agreed upon by both parties when such services are required or requested in writing, with the exception of Supplemental Services designated as "Architect - In Basic Services" - such services are included in the Basic Services fee.

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Time and material or a fixed fee as agreed upon by both parties when such services are required of requested in writing.

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)

§ 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION
If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of the Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

ARTICLE 7 ATTACHMENTS AND EXHIBITS
The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, including any exhibits relied on in Section 3.1.)

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2026 Rate Schedule

Labor Rates

Classification	Hourly Rate
Engineer 1	$165
Engineer 2	$185
Engineer 3	$205
Engineer 4	$225
Engineer 5	$250
Engineer 6	$275
Engineer 7	$295
Architect 1	$160
Architect 2	$185
Architect 3	$210
Architect 4	$240
Architect 5	$270
Landscape Architect 1	$160
Landscape Architect 2	$185
Landscape Architect 3	$210
Landscape Architect 4	$240
Landscape Architect 5	$270
Technician 1	$95
Technician 2	$125
Technician 3	$165
Technician 4	$190
Technician 5	$215
Technician 6	$240
Administrative 1	$100
Administrative 2	$140
Administrative 3	$180
Administrative 4	$205

Reimbursable Expenses

Item	Rate
Mileage	State DOT Rate
Per Diem	State DOT Rate
Photocopies	$0.25 / copy
Plots	$1.00 / sf
Subconsultants *	Cost X 1.10
Out of Pocket Expenses **	At Cost

* engineering, surveying, architecture, laboratory testing, etc.

** shipping, equipment rental, etc.

Notes:

(1) Rates are subject to annual adjustment effective January 1.

(2) Overtime hours (in excess of 40 hours per week) will be billed at 1.5x the rates listed for non-exempt employees, as defined by the IRS.

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 1 made as of the Fifth day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Minot
10 3rd Ave SW
Minot, ND 58701
701-852-0111

and the Architect:
(Name, legal status, address, and other information)

Ackerman-Estvold, Engineering and Management Consulting, Inc.
1907 17th St SE
Minot, ND 58701
701-837-8737

for the following **PROJECT:**
(Name, location, and detailed description)

Minot Police Department Remodel
515 2nd Ave SW
Minot, ND 58701
The project includes renovation of approximately 33,665 square feet of existing building and the addition of approximately 16,100 square feet of additional space. The work will be phased construction and maintain the operations of the police department during the construction process.

THE SERVICE AGREEMENT
This Service Order, together with the Master Agreement between Owner and Architect dated the Ninth day of April in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

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7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Phase 1: Includes programming validation for the entire facility, work group meetings and working sessions, adjacency analysis, conceptual plan layouts, identifying all areas of remodel and/or additions, project phasing plan, field verification of entire existing building, mechanical/plumbing/electrical systems evaluation of entire existing building, evaluation of envelope of entire existing building, schematic design for the entire renovation and additions, and cost estimating.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Schematic Design.

Supplemental Services included in Basic Services: Programming, Multiple Preliminary Designs, Building Information Modeling, Security Evaluation and Planning, and Law Enforcement Planning.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

As needed and approved by the Owner per the Master Agreement.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

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To be determined by Owner and Architect.

.2 Substantial Completion date:
To be determined by Owner and Architect.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (not applicable)
(Insert amount)

.2 Percentage Basis (not applicable)
(Insert percentage value)

.3 Other
(Describe the method of compensation)

Phase 1: Time and material not-to-exceed Two-Hundred Eight Thousand Nine Hundred Seventy dollars ($208,970.00).

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Michael Frye, Chief of Police
City of Minot

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User Notes: (69b98f1bd660c41c048c6af9)

10 3rd Ave SW
Minot, ND 58701
701-857-4750
michael.fry@minotnd.gov

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Ryan M. Anderson, AIA
1907 17th St SE
Minot, ND 58701
701-857-9119
ryan.anderson@ackerman-estvold.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

Hourly worksheet dated March 25, 2026.

This Service Order entered into as of the day and year first written above.

Digitally signed by Ryan M. Anderson
DN: C=US, E=ryan.anderson@ackerman-estvold.com, O=Ackerman-Estvold, OU="Vice Presidnet, Senior Architect", CN=Ryan M. Anderson
Date: 2026.05.05 17:20:18-05'00'

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Mark Jantzer, Mayor	BY: Ryan M. Anderson, Vice President
(Printed name and title)	*(Printed name, title, and license number if required)*

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User Notes: (69b98f1bd660c41c048c6af9)

Minot Police Department Remodel

Location: Minot, ND	Proj. No.: R26054	Fee Development	3/25/2026

Hourly Worksheet

Scope: Phase 1 - Preliminary thru Schematic Design

	Architecture					
Staff	PIC	PM	Int. Des. Director	Project Architect	Project Designer	Consult.
Rate	$ 270	$ 270	$ 210	$ 160	$ 185	T&M NTE
Phase 1 | Task 1: Pre-Planning						
.1 Field Verification of Existing Building		2		24	15	
.2 Drafting Existing Conditions		2		120		
Building Assessment Validation (MEP/Envelope)						
.3 General/Architectural Envelope	2	16				
.4 Mechanical/Plumbing - Martin Mechanical						$ 34,990
.5 Electrical - Prairie Engineering						$ 5,000
.6 Project/Contract Management/QA/QC	4	16				
.7 Meetings	4	4		4		
Sub-total Hours	10	40	0	148	15	
Phase Sub-Total	**$ 2,700**	**$ 10,800**	**$ -**	**$ 23,680**	**$ 2,775**	**$ 39,990**
Phase 1 | Task 2: Programming & Validation						
.1 Existing Program Analysis	2	2				
.2 Work Group Sessions	24	24	24			
.3 Adjacency Analysis	2	2				
.4 Conceptual Plan Layout (inc. remodel & additions)	1	2		40		
.5 Project Phasing	4	4				
.6 Law Enforcement SME - Turner & Townsend Heery						$ 33,125
.7 Project/Contract Management/QA/QC	4	16				
.8 Meetings	4	4	4	4		
Sub-total Hours	41	54	28	44	0	
Phase Sub-Total	**$ 11,070**	**$ 14,580**	**$ 5,880**	**$ 7,040**	**$ -**	**$ 33,125**
Phase 1 | Task 3: Schematic Design						
.1 Develop Conceptual Plan into Full Schematic Design	4	8	48	80		
.2 Develop 3D Renderings				20		
.3 Assemble Building Code Analysis	1	2		10		
.4 Cost Estimate Development - Internal + Local GC	8	2	2	1		$ 3,500
.5 Project/Contract Management/QA/QC	4	32				
.6 Meetings	10	10	10	10		
Sub-total Hours	27	54	60	121	0	
Phase Sub-Total	**$ 7,290**	**$ 14,580**	**$ 12,600**	**$ 19,360**	**$ -**	**$ 3,500**
Total Hours - all Phases	78	148	88	313	15	
Total - all Phases	$ 21,060	$ 39,960	$ 18,480	$ 50,080	$ 2,775	
Total Architecture | Consultants	$				132,355	$ 76,615
Grand Total	**$**					**208,970**

ACKERMAN ESTVOLD

TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: May 18, 2026

SUBJECT: ~~**SUNSET BOULEVARD DEVELOPMENT AGREEMENT & ASSESSMENT DISTRICT**~~ **- PULLED**

I. RECOMMENDED ACTION

It is recommended City Council consider whether to approve one of the alternatives listed below or take other action.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Emily Huettl, Asst. City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

Dr. Mark Whitman is looking to develop approximately 65 acres of land south of 21st Avenue NW and east of the US 83 Bypass into commercial property. There is an existing access easement that was granted in the early 2000s to provide emergency access to areas of northwest Minot. A utility easement was also platted about a decade ago to provide utility access to land north of 21st Avenue NW.

At the January 5, 2026, meeting, Council directed staff to work with the developer to pave Sunset Boulevard and dedicate the right of way to the City, with the understanding that the item would need to come back to Council again in the future.

B. Proposed Project

In order for development to move forward, the developer will need to go through the platting and zoning process. The developer will, at their cost, submit an application for a preliminary plat, rezone, comprehensive plan amendment, and annexation. This will go through the usual Planning Commission and City Council process. At the time of the final plat, the development agreement will be executed and recorded.

The proposed development agreement includes creating a street and utility district in which the public street and utility infrastructure improvements are

designed and constructed. The developer would be special assessed the costs of the sanitary sewer and water main utilities and services to serve the development and the proportional engineering design and construction fees. The City would bear the remainder of the cost, including the public street section, storm sewer, signs, pavement markings, and street lighting to upgrade neighborhood connectivity.

C. Recommendation Detail

Alternative 1: Do Nothing — the status quo would remain.

Alternative 2: Approve the Development Agreement including the required rezoning and annexation of Lot 3. This would leave Lot 4 outside of City limits and it would remain zoned AG. This Development Agreement is agreeable to the developer. Special assessing the entire $390,000-$400,000 for the utilities may not be prudent. It's a fairly large assessment for a smaller portion of the property. Alternatively, the City could also assess Lot 4 without annexing it. This would be held in abeyance until it is annexed.

Alternative 3: Approve the Development Agreement including the required rezoning and annexation of Lots 3 and 4. This would bring both lots onto the City tax rolls as commercial properties. This Development Agreement is the staff recommended version.

If either Alternative 2 or 3 were chosen, the developer would need to proceed with the platting and zoning process. Staff would come back with the next steps in the creation of an assessment district. If Council wanted to bid the project in 2027, there would likely be a budget amendment necessary in 2026 to continue the engineering design.

IV. IMPACT

A. Service/Delivery Impact:
The construction of Sunset Boulevard has been a long-sought-after improvement requested by residents in northwest Minot. Past councils have decided that this roadway must be installed by the land developer. Council can change that decision at any time if the land is platted, annexed, and right of way dedicated to the public.

B. Fiscal Impact
The requested improvements are not programmed in the Capital Improvement Plan. Thus, any funding dedicated to this project would need to come from reserves or other budget priorities would need to be sacrificed. The water and sewer utilities portion of the project would be paid for by Special Assessment, and the roadway portion could be paid for by Sales Tax Infrastructure or General Fund reserve funds.

Project Costs
$1,800,000 - $2,000,000

Approximately $390,000-$400,000 would be special assessed to either Lot 3 or Lots 3 and 4, depending on which lots are included in the annexation.

Project Funding
Sales Tax Infrastructure or General Fund Reserves

VI. ALTERNATIVES

Alternative 1: Do Nothing — the status quo would remain.

Alternative 2: Approve the Development Agreement including the required rezoning and annexation of Lot 3 and authorize the Mayor to sign.

Alternative 3: Approve the Development Agreement including the required rezoning and annexation of Lots 3 and 4 and authorize the Mayor to sign.

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MINOT
AND M & J DEVELOPMENT LLC, FOR THE
PRAIRIE CROSSING SUBDIVISION DEVELOPMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this ___day of _____, 2026, by and between the City of Minot, ND a municipal corporation, hereinafter the "City," and M & J DEVELOPMENT LLC, a limited liability corporation in the State of North Dakota, hereinafter the "Developer." City and Developer are jointly referred to herein as the "Parties," and individually as "Party."

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

WHEREAS, this Development Agreement (hereinafter the "Agreement"), relates to the development known as Prairie Crossing Subdivision, owned by Developer, and located within the City of Minot, whose legal description is Lot 3, Prairie Crossing Subdivision (hereinafter the "Property"); and more particularly described on the attached Exhibit A; and

WHEREAS, the purpose of this Agreement is to memorialize the specific improvements and conditions the Developer must complete before the City will authorize additional permits for the development of the Property; and

WHEREAS, the following Exhibits are attached and incorporated into this Agreement:

a) Exhibit A – Plat of Prairie Crossing Subdivision; and

WHEREAS, the City Council authorized the following action:

a) By subdivision plat, OLT 10 OF SW & SE LS PRAIRIE VIEW EST S10-155-83 and PRAIRIE VIEW ESTATES ADDITION LOTS 8 & 9, Ward County, North Dakota were platted as Prairie Crossing Subdivision.

b) By Ordinance No. _____, on ___/___/2026, the City approved a request for annexation;

c) By Ordinance No. _____, on ___/___/2026, the City approved a request to rezone from AG and R1 to AG, C2, and R1;

d) By Resolution No. _____, on ___/___/2026, the City approved an amendment to the future land use plan;

e) The City Council authorized the Mayor to sign this Agreement with the Developer; and

WHEREAS, the City and the Developer are agreeing to complete the following improvements as conditioned within the approval of the Prairie Crossing Subdivision plat; and

NOW, THEREFORE, the Parties hereto agree and stipulate as follows:

1. Public Street and Utility Infrastructure Improvements:

    a. The City shall install and the Developer shall be special assessed the cost of the sanitary sewer and water main utilities and services to serve the development within the Prairie Crossing Subdivision. Specifically:

        i. The City shall install and the Developer shall be special assessed the cost of sanitary sewer manholes, sewer main stubs, water main taps, and water main stubs to the west of Sunset Boulevard to accommodate future subdivision of Lot 4.

        ii. The City shall install and the Developer shall be special assessed the cost of commercial property water and sewer service taps and stubs to the east and west of Sunset Boulevard to accommodate future subdivision of Lots 3 and 4.

            - 4" domestic service, 6" fire service, and 6" sewer service.

        iii. Developer shall petition the City for the improvements and the City shall create the special assessment district.

        iv. Developer shall pay all fees due to the City for connection to City utilities prior to the issuance of any building permit.

    b. City shall install, at their sole cost, the public street section, storm sewer, signs, pavement markings, and street lighting to upgrade neighborhood connectivity. Specifically:

        i. The urbanization of Sunset Boulevard from 19th Avenue NW to 21st Avenue NW as an asphalt three-lane roadway section with five foot (5') sidewalks on each side.

    c. The City shall ensure all required public street and utility infrastructure improvements are designed and included in the plans titled "Street and Utility District 2026-1 Sunset Boulevard" which must be approved by the City and kept on file with the Engineering Department. These will be separate from any site plans associated with development in the subdivision.

2. Storm Water Management

    a. A Storm Water Management Plan is required and must be approved by the City Engineer prior to any future property development.

    b. Developer will be required to operate and maintain the storm water infrastructure that is located outside the right-of-way and in dedicated easements on Lot 3. This includes any pipes, channels, ponds, and outlet structures.

        i. An operation and maintenance plan must be submitted to the City, approved, and recorded at the Ward County Recorder's Office before Certificates of Occupancy for any building may be issued.

        ii. Developer consents and agrees that if the Developer does not maintain the storm water infrastructure according to the operations and maintenance plan, the City is authorized to enter the property where the infrastructure is located and perform any maintenance required. The City's cost to perform the maintenance will be billed to the Developer. The City also reserves the right to special assess the cost of maintenance against the benefitting properties.

        iii. All storm water infrastructure, including but not limited to channels and ponds, outside the right-of-way, must have an easement (storm water and access) recorded at the Ward County Recorder's Office over the improvements. The easement width and location shall be approved by the City Engineer.

    c. Developer will record at the Ward County Recorder's Office a storm water easement over these areas on Lot 3:

        i. The existing storm water pond in the coulee of Lot 3

        ii. New storm water pipe draining Sunset Boulevard to the existing storm water pond

        iii. The drainage swale from 21st Avenue NW to the existing storm water pond.

    d. Width and location of the dedicated storm water easements will be determined by the City Engineer.

    e. City will maintain the pipes, channels, swales, and ponds identified in 2.c.

DRAFT

3. Erosion Control

    a. Erosion Control practices shall meet the requirements of the State of North Dakota and be approved by the City Engineer.

4. Maintenance of Public Rights of Way and Easements

    a. Unless specific ownership is defined on the plat, all easements and public rights of way dedicated with this plat shall be for public use and access.

5. Governing Law & Venue. This Agreement shall be governed by and interpreted according to North Dakota law. The appropriate venue and jurisdiction for any litigation hereunder shall be in Ward County District Court, located in Minot, North Dakota.

6. 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 duly authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against Developer, its successors and assigns in accordance with its terms.

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

8. Severability. If a Court finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent expressly permitted by North Dakota law. If one or both Parties claim the invalid term was a material term of this Agreement, then the Parties shall renegotiate this Agreement to address the invalid term in an equitable manner.

9. Assignments & Binding Effect. This Agreement shall be recorded in the Ward County Recorder's Office, and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any property association.

DRAFT

IN WITNESS WHEREOF, the Parties hereto, after due authorization by its respective governing bodies/partners, hereby sign this Agreement on the day and year last written below.

CITY OF MINOT, ND

By: _____
Mark Jantzer, Mayor

Date: _____

Attest: _____
Mikayla McWilliams, City Clerk

Date: _____

M & J DEVELOPMENT LLC

By: _____
Mark Whitman

STATE OF NORTH DAKOTA)
) ss
COUNTY OF _____)

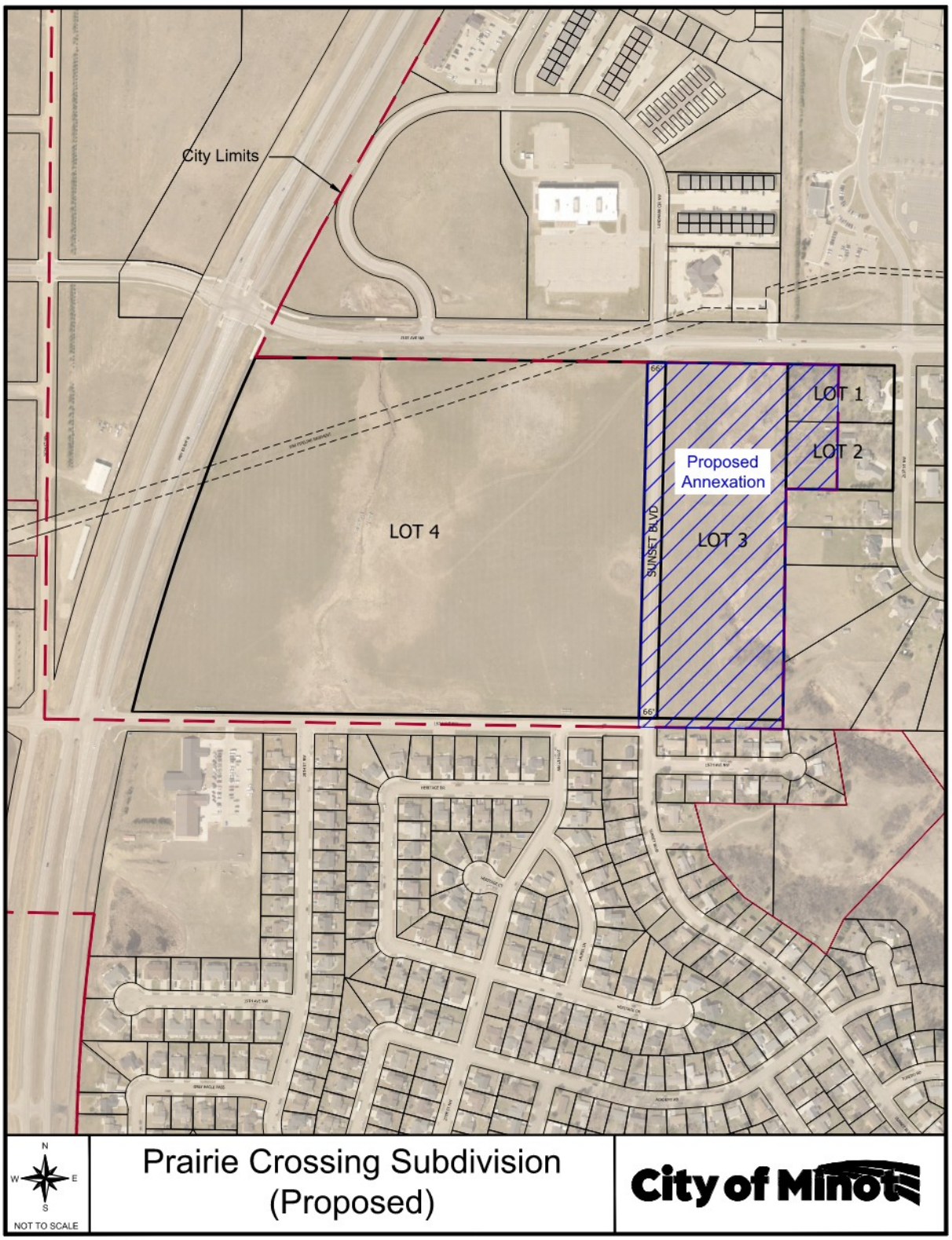
On this ____ day of _____, 2026, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

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

DRAFT

Exhibit A – Plat of Prairie Crossing Subdivision



DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MINOT
AND M & J DEVELOPMENT LLC, FOR THE
PRAIRIE CROSSING SUBDIVISION DEVELOPMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this ___day of _____, 2026, by and between the City of Minot, ND a municipal corporation, hereinafter the "City," and M & J DEVELOPMENT LLC, a limited liability corporation in the State of North Dakota, hereinafter the "Developer." City and Developer are jointly referred to herein as the "Parties," and individually as "Party."

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

WHEREAS, this Development Agreement (hereinafter the "Agreement"), relates to the development known as Prairie Crossing Subdivision, owned by Developer, and located within the City of Minot, whose legal description is Lot 3 and Lot 4, Prairie Crossing Subdivision (hereinafter the "Property"); and more particularly described on the attached Exhibit A; and

WHEREAS, the purpose of this Agreement is to memorialize the specific improvements and conditions the Developer must complete before the City will authorize additional permits for the development of the Property; and

WHEREAS, the following Exhibits are attached and incorporated into this Agreement:

a) Exhibit A – Plat of Prairie Crossing Subdivision; and

WHEREAS, the City Council authorized the following action:

a) By subdivision plat, OLT 10 OF SW & SE LS PRAIRIE VIEW EST S10-155-83 and PRAIRIE VIEW ESTATES ADDITION LOTS 8 & 9, Ward County, North Dakota were platted as Prairie Crossing Subdivision.

b) By Ordinance No. _____, on ___/___/2026, the City approved a request for annexation;

c) By Ordinance No. _____, on ___/___/2026, the City approved a request to rezone from AG and R1 to AG, C2, and R1;

d) By Resolution No. _____, on ___/___/2026, the City approved an amendment to the future land use plan;

e) The City Council authorized the Mayor to sign this Agreement with the Developer; and

WHEREAS, the City and the Developer are agreeing to complete the following improvements as conditioned within the approval of the Prairie Crossing Subdivision plat; and

NOW, THEREFORE, the Parties hereto agree and stipulate as follows:

1. Public Street and Utility Infrastructure Improvements:

    a. The City shall install and the Developer shall be special assessed the cost of the sanitary sewer and water main utilities and services to serve the development within the Prairie Crossing Subdivision. Specifically:

        i. The City shall install and the Developer shall be special assessed the cost of sanitary sewer manholes, sewer main stubs, water main taps, and water main stubs to the west of Sunset Boulevard to accommodate future subdivision of Lot 4.

        ii. The City shall install and the Developer shall be special assessed the cost of commercial property water and sewer service taps and stubs to the east and west of Sunset Boulevard to accommodate future subdivision of Lots 3 and 4.

            - 4" domestic service, 6" fire service, and 6" sewer service.

        iii. Developer shall petition the City for the improvements and the City shall create the special assessment district.

        iv. Developer shall pay all fees due to the City for connection to City utilities prior to the issuance of any building permit.

    b. City shall install, at their sole cost, the public street section, storm sewer, signs, pavement markings, and street lighting to upgrade neighborhood connectivity. Specifically:

        i. The urbanization of Sunset Boulevard from 19th Avenue NW to 21st Avenue NW as an asphalt three-lane roadway section with five foot (5') sidewalks on each side.

    c. The City shall ensure all required public street and utility infrastructure improvements are designed and included in the plans titled "Street and Utility District 2026-1 Sunset Boulevard" which must be approved by the City and kept on file with the Engineering Department. These will be separate from any site plans associated with development in the subdivision.

2. Storm Water Management

    a. A Storm Water Management Plan is required and must be approved by the City Engineer prior to any future property development.

    b. Developer will be required to operate and maintain the storm water infrastructure that is located outside the right-of-way and in dedicated easements on Lot 3. This includes any pipes, channels, ponds, and outlet structures.

        i. An operation and maintenance plan must be submitted to the City, approved, and recorded at the Ward County Recorder's Office before Certificates of Occupancy for any building may be issued.

        ii. Developer consents and agrees that if the Developer does not maintain the storm water infrastructure according to the operations and maintenance plan, the City is authorized to enter the property where the infrastructure is located and perform any maintenance required. The City's cost to perform the maintenance will be billed to the Developer. The City also reserves the right to special assess the cost of maintenance against the benefitting properties.

        iii. All storm water infrastructure, including but not limited to channels and ponds, outside the right-of-way, must have an easement (storm water and access) recorded at the Ward County Recorder's Office over the improvements. The easement width and location shall be approved by the City Engineer.

    c. Developer will record at the Ward County Recorder's Office a storm water easement over these areas on Lot 3:

        i. The existing storm water pond in the coulee of Lot 3

        ii. New storm water pipe draining Sunset Boulevard to the existing storm water pond

        iii. The drainage swale from 21st Avenue NW to the existing storm water pond.

    d. Width and location of the dedicated storm water easements will be determined by the City Engineer.

    e. City will maintain the pipes, channels, swales, and ponds identified in 2.c.

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3. Erosion Control

    a. Erosion Control practices shall meet the requirements of the State of North Dakota and be approved by the City Engineer.

4. Maintenance of Public Rights of Way and Easements

    a. Unless specific ownership is defined on the plat, all easements and public rights of way dedicated with this plat shall be for public use and access.

5. Governing Law & Venue. This Agreement shall be governed by and interpreted according to North Dakota law. The appropriate venue and jurisdiction for any litigation hereunder shall be in Ward County District Court, located in Minot, North Dakota.

6. 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 duly authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against Developer, its successors and assigns in accordance with its terms.

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

8. Severability. If a Court finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent expressly permitted by North Dakota law. If one or both Parties claim the invalid term was a material term of this Agreement, then the Parties shall renegotiate this Agreement to address the invalid term in an equitable manner.

9. Assignments & Binding Effect. This Agreement shall be recorded in the Ward County Recorder's Office, and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any property association.

DRAFT

IN WITNESS WHEREOF, the Parties hereto, after due authorization by its respective governing bodies/partners, hereby sign this Agreement on the day and year last written below.

CITY OF MINOT, ND

By: _____
Mark Jantzer, Mayor

Date: _____

Attest: _____
Mikayla McWilliams, City Clerk

Date: _____

M & J DEVELOPMENT LLC

By: _____
Mark Whitman

STATE OF NORTH DAKOTA)
) ss
COUNTY OF _____)

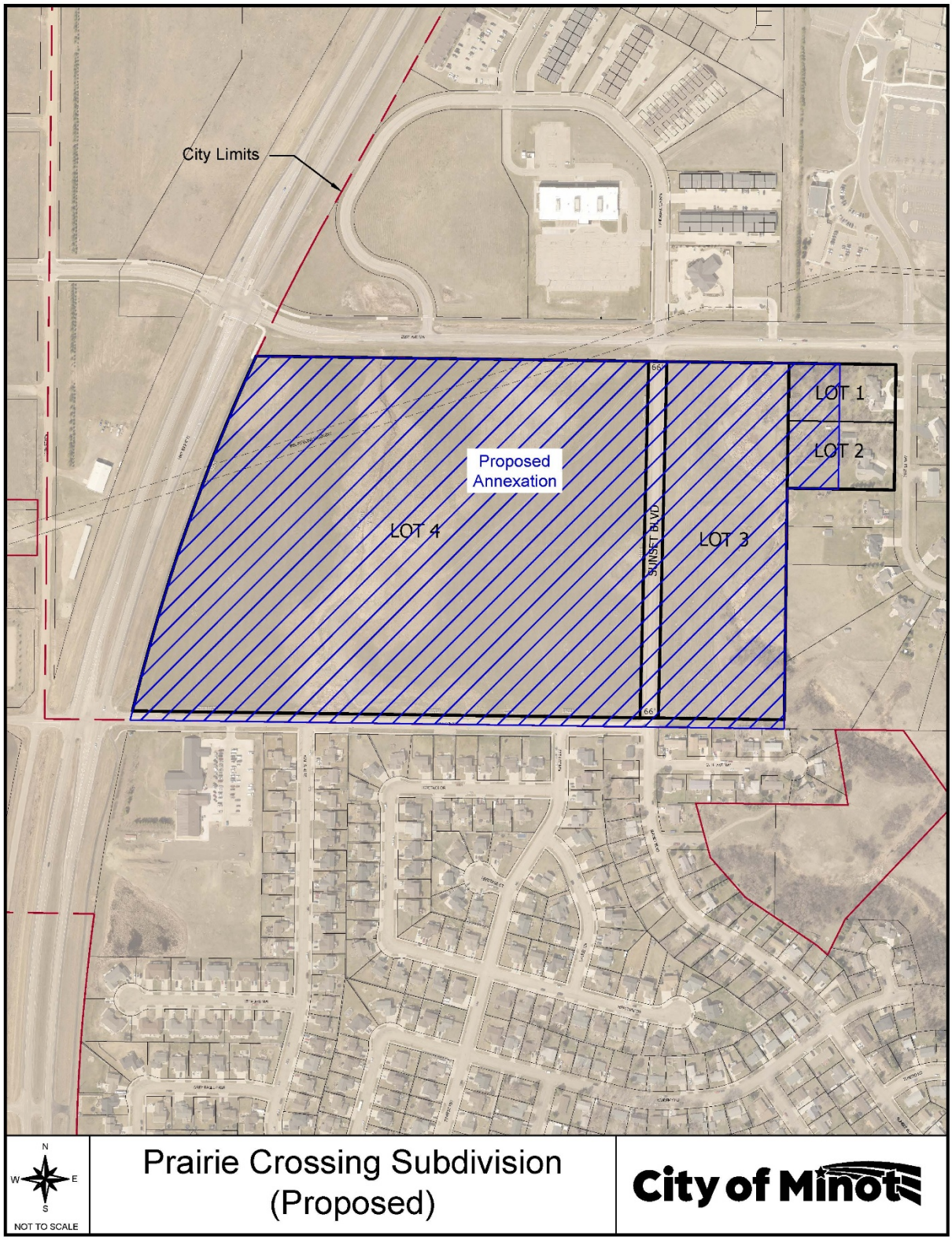
On this ____ day of _____, 2026, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

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

DRAFT

Exhibit A – Plat of Prairie Crossing Subdivision



TO: Mayor and Members of the City Council

FROM: Shawn Wegner, Lieutenant of Patrol

DATE: May 18, 2026

SUBJECT: POLICE DEPARTMENT HANDGUN REPLACEMENT PROJECT

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Approve the purchase of 118 SIG Sauer M18 handguns with mounted optics for the Police Department;**
2. **Approve the purchase of 118 SIG Foxtrot 2R mounted weapon lights;**
3. **Approve the purchase of 108 Alien Gear Rapid Force Level 3 Duty Holster holsters with Axon attachment capability;**
4. **Authorize the trade-in of 130 existing SIG Sauer P320 handguns at the negotiated value of $19,500;**
5. **Approve the budget amendment on first reading; and**
6. **Authorize the Police Department and City staff to execute all documents necessary to complete the purchase and related equipment transition.**

II DEPARTMENT CONTACT PERSONS

.

Michael Frye, Chief of Police, 701-857-4700
Shawn Wegner, Lieutenant of Patrol, 701-857-9800

II DESCRIPTION

I.

A. Background

The Minot Police Department purchased its current duty handgun system, the SIG Sauer P320, in February 2016. The manufacturer's recommended service life for the handgun platform is 10 years. As the current handgun system has reached its recommended life cycle, replacement of the duty weapons can no longer be delayed without creating potential safety and reliability concerns for officers.

Recognizing the future replacement need, funding for new handguns was included in the approved 2026 Police Department budget. In addition to replacing aging firearms,

the Department evaluated the opportunity to modernize the entire handgun system to align with current law enforcement standards and best practices. While the Department's current handguns include mounted weapon lights, the proposed replacement system would include both mounted lights and mounted optics. Mounted optics are increasingly becoming the standard for law enforcement agencies due to improved target acquisition, accuracy, and officer performance under stress.

The upgraded system also requires replacement holsters capable of accommodating the firearm, optic, and mounted light configuration.

B. Proposed Project

The proposed project consists of the replacement of the Police Department's existing handgun inventory with a standardized handgun system utilizing the SIG Sauer M18 platform. The project includes the purchase of duty handguns, mounted optics, mounted weapon lights, and new duty holsters with Axon integration capability.

To prepare for the replacement project, the Department began evaluating handgun options during the Summer of 2025 through department-wide testing and officer evaluations. Additional testing was conducted on March 10, 2026, during which officers evaluated six handgun systems:

- Springfield Echelon
- Smith & Wesson M&P 2.0
- SIG Sauer P320
- SIG Sauer P365 Fuse
- SIG Sauer M17
- SIG Sauer M18

Each officer ranked the firearms utilizing a weighted scoring system. The resulting scores were:

- SIG M17 – 111 points
- SIG M18 – 100 points
- Smith & Wesson M&P 2.0 – 94 points
- SIG P365 Fuse – 72 points
- SIG P320 – 63 points
- Springfield Echelon – 46 points

Although the SIG M17 received the highest overall score, further evaluation determined the SIG M18 would better serve the operational needs of the Department due to its more compact size and versatility. The primary difference between the M17 and M18 is overall and barrel length. The M18 platform can effectively serve both patrol and investigative functions, allowing the Department to transition to one

standardized handgun system rather than maintaining multiple handgun configurations.

The transition to a single handgun platform will reduce the Department's handgun inventory from 130 firearms to 118 firearms while still meeting operational requirements. The inventory includes:

- 85 duty handguns for sworn officers;
- 23 additional handguns for SWAT Operators, SWAT Support Personnel, SWAT Snipers, and Bomb Technicians;
- 10 spare handguns for equipment failures, damage, or officer-involved shooting investigations.

The manufacturer will also provide armorer certification training and instructor-level optic system training for Department personnel as part of the purchase.

C. Recommendation Detail

The Police Department conducted extensive evaluation and testing prior to recommending the replacement of the duty handgun system. Officers from throughout the Department participated in live-fire testing and evaluation exercises beginning in Summer 2025 and continuing through March 2026. Evaluation criteria included firearm reliability, ergonomics, adaptability, officer preference, compatibility with optics and accessories, and the Department's long-term operational needs.

The recommendation to select the SIG M18 platform was based on the overall evaluation process, officer input, operational flexibility, and the Department's goal of reducing the number of firearm platforms in service. Standardizing to a single handgun system will simplify training, maintenance, inventory management, and long-term replacement planning.

The recommended holster system is the Alien Gear Rapid Force Level 3 Duty Holster with the Axon attachment option. This feature automatically activates the officer's body-worn camera when the handgun is removed from the holster, enhancing officer accountability and evidence collection capabilities.

The Department also evaluated lighting systems and recommends the SIG Foxtrot 2R due to lower replacement cost and compatibility with the selected handgun platform.

The manufacturer has guaranteed a maximum delivery timeline of 120 days from order placement. Timely approval is requested to allow adequate time for delivery, officer transition training, armorer certification, and deployment of the new handgun system prior to the expiration of the current system's service life.

I IMPACT
V
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A<u>Service/Delivery Impact:</u>
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Replacement of the duty handgun system will improve officer safety, reliability, and operational effectiveness. The upgraded system provides officers with modern firearms equipped with optics and mounted lights that improve target acquisition, accuracy, and performance in high-stress situations.

Transitioning to a single handgun platform will simplify officer training, reduce maintenance complexity, improve inventory management, and create long-term operational efficiencies. The Axon-compatible holster system will also improve evidence collection and accountability by automatically activating body-worn cameras when firearms are drawn.

B. Fiscal Impact

Funding for the handgun replacement project was partially included in the approved 2026 Police Department budget, Budget Line 46102 Item 530 – Handguns – $44,000.00 and Budget Line 46101 Item 410 – Holsters – $19,800.00. Additional funding will be provided through Department forfeiture funds of $78,726.14. Trade-in value from the existing handgun inventory of $19,500.00 will further reduce total project costs.

Project Costs

1. 118 SIG M18 handguns with mounted optics – $128,620.00
2. Trade-in credit for 130 SIG P320 handguns – ($19,500.00)
3. 118 SIG Foxtrot 2R mounted lights – $14,128.14
4. 108 Alien Gear Rapid Force Level 3 holsters with Axon attachment – $19,278.00

Total Project Cost: $162,026.14

Total Project Cost After Trade-In: $142,526.14

Project Funding

1. 2026 Budget Line 46102 Item 530 – Handguns – $44,000.00
2. 2026 Budget Line 46101 Item 410 – Holsters – $19,800.00
3. Police Department Forfeiture Funds – $78,726.14

V ALTERNATIVES
I.

1. **Continue utilizing the existing handgun system.**
   This option would avoid immediate expenditures; however, the current handgun inventory has reached the manufacturer's recommended service life. Continued use would increase the risk of mechanical failure, maintenance costs, and potential officer safety concerns.
2. **Replace only the handguns without upgrading optics, lights, or holsters.**
   This option would reduce initial project costs but would not modernize the Department's firearm system to current law enforcement standards. Officers would not receive the benefits associated with optic-equipped handguns or integrated body camera activation technology.
3. **Do not proceed with the project.**
   Failure to replace the existing handgun system would require continued reliance on aging firearms that have reached the end of their recommended service life, increasing liability exposure, maintenance costs, and operational risks to the Department and the City.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT OFFICE FURNITURE & EQUIPMENT EXPENDITURES AND GENERAL FUND REVENUES FOR HANDGUN REPLACEMENT, 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 and general fund revenues for handgun replacement, using non-federal asset forfeiture funds:

10021000-46102	2021210001	$98,227
10000000-39210	2021210001	19,500

§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: Stefanie Stalheim, City Attorney

DATE: May 18, 2026

SUBJECT: RULES OF ORDER ORDINANCE - SECOND READING

I. RECOMMENDED ACTION

It is recommended City Council review and consider the ordinance on second reading.

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. The Council reviewed and approved the ordinance on first reading at its May 4, 2026 City Council Meeting and asked staff to amend the draft to allow the Mayor to make or second motions if they relinquish the chair.

B. Proposed Project

Staff amended the ordinance approved at first reading for Sec. 2-31(c)(9) to read as follows;

The Presiding Officer may make and second motions so long as they relinquish their position as chair of the meeting to the equivalent of their vice chair and not resume presiding until their motion has been resolved. For purposes of the City Council, the Mayor would relinquish the chair to the President of the Council. If the President of the Council wishes to move or second the motion that the Mayor is interested in, then the President of the Council should relinquish the chair to the Vice President of the Council.

C. Recommendation Detail

This ordinance is before the Council on second reading and will become effective after approval on second reading.

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 further amend the Rules of Order;
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) *Incidental Motions* means motions that concern procedural issues or rights that come up during a meeting.

(14) *Lay on the Table (Postpone Temporarily)* 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 Temporarily."

(15) *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.

(16) *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.

(17) *New Business* means any business other than unfinished or "old business" which may be properly brought before the Governing Body for the first time.

(18) *Object to Consideration* means to oppose the discussion and decision on a Main Motion.

(19) *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 reach item of business.

(20) *Ordinance* refers to a law created by the City Council.

(21) *Pending Question* refers to a motion currently being considered by the Governing Body that has not yet been voted upon.

(22) *Postpone to a Time Certain* means to delay consideration of a motion to a specific future meeting or time.

(23) *Postpone Indefinitely* means to kill a motion by deferring consideration of the motion indefinitely with no plan to return to it.

(24) *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."

(25) *Precedence* means the order oof priority for different types of motions.

(26) *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.

(27) *Privileged Motions* are high-priority motions that take precedence over everything else because they involve urgent matters.

(28) *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."

(29) *Question of Privilege* means request or motion affecting the comfort, rights, or convenience of the Governing Body of an individual member.

(30) *Reconsider* means a motion to cancel the effect of a vote so that the question may be reviewed and redecided by the Governing Body.

(31) *Refer to Committee* means the Governing Body is sending a matter to a smaller group for further study, recommendation, or action.

(32) *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."

(33) *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.

(34) *Special Meeting* means a meeting called to consider certain specific items that of business that must be listed in the meeting notice.

(35) *Standing Committee* means a permanent committee assigned to a particular subject area.

(36) *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.

(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 so long as they relinquish their position as chair of the meeting to the equivalent of their vice chair and not resume presiding until their motion has been resolved. For purposes of the City Council, the Mayor would relinquish the chair to the President of the Council. If the President of the Council wishes to move or second the motion that the Mayor is interested in, then the President of the Council should relinquish the chair to the Vice President of the Council.

(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 al 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 of 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 of 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 being 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 motional 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 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.

a. The Presiding Officer may permit a brief explanation from the member raising the *Point of Order* before ruling on the claim. The Presiding Officer is not required to decide any *Point of Order* not directly presented in the proceedings of the body. Asserting a *Point of Order* does not require a second, is not debatable nor amendable, and the Presiding Officer's ruling cannot be reconsidered.

b. When the Presiding Officer has made a ruling, any two members can appeal that ruling to the Governing Body (one making the appeal, and the other seconding it). If an appeal is to be made, it must be made at the time of the chair's ruling. If any debate or business has intervened, it is too late to appeal. If the point is submitted to a vote by the Governing Body, the vote of

c. 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 important 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.

(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:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

TO: Mayor and Members of the City Council

FROM: Tom Joyce, City Manager
David Lakefield, Finance Director

DATE: May 18, 2026

SUBJECT: ASSISTANT CITY ATTORNEY CONTRACT - LEGISLATIVE MATTERS

I. RECOMMENDED ACTION

It is recommended City Council award the contract to Goettle Law, PLLC and authorize the Mayor, Finance Director and City Clerk to sign the contract.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

The City has a contract with Shane Goettle to serve as a special assistant City Attorney to advise, consult, and manage state government affairs; advise and consult on the interface of local, state, and federal resources associated with flood recovery and protection, and advise and consult regarding city growth associated with energy impacts; and to advise, consult, and manage other projects as may be assigned. This often involves maintaining regular and ongoing contact with state and local representatives; tracking and monitoring progress of interim initiatives, studies, and legislative committees and bills of interest to Minot; and coordinating and providing committee testimony on a limited basis when a Minot representative is unavailable to travel to other locations throughout the state in person.

At the March 16th Council Meeting, staff was directed to solicit proposals from qualified firms via an RFP process. The solicitation was prepared and advertised in compliance with City policy. Two firms responded to the solicitation and both firms were interviewed on May 6th by Alderwoman Lisa Olson, Utilities Director Jason Sorenson, City Manager Tom Joyce and Finance Direcctor David Lakefield. Mr. Goettle received the highest total score and his proposal was also the lowest priced.

B. Proposed Project

Award of a contract for Special Assistant City Attorney (Legislative Affairs) services to Goettle Law, PLLC.

C. Recommendation Detail

City staff recommends that the Council award the contract for Special Assistant City Attorney (Legislative Affairs) to Goettle Law, PLLC. for the period June 1, 2026 through May 31, 2028 and authorize the Mayor and Finance Director and Clerk to sign the contract.

IV. IMPACT

A. Aspirations

N/A

B. Service/Delivery Impact:

Given Minot's distance from Bismarck, it is extremely valuable to have a contractor based in Bismarck who can attend meetings and provide information or testimony on the City's behalf when staff cannot be present in person. Minot operates with a lean workforce and staff often cannot step away from day-to-day responsibilities to travel to Bismarck on short notice when City matters arise before state officials. Having a representative available locally ensures the City can provide timely, accurate information to state partners and support outcomes that benefit Minot.

C. Fiscal Impact

This contract is factored into the City budget each year.

Project Costs

$1,834/month June through December
$5,834/month January through April 2027
$1,834/month May 2027 through May 2028

Project Funding

10014000 - 43020 These services are included in the City Attorney's budget, Attorneys object code.

VI. ALTERNATIVES

1. The Council can direct staff to allow the contract with Mr. Goettle to expire and absorb these duties as best as they are able to alongside their current duties and responsibilies.
2. The Council can provide other instructions to staff on how to proceed.

SERVICES AGREEMENT
City of Minot, ND and Goettle Law, PLLC

This Consulting and Legal Services Agreement ("Agreement") is entered into on this 16th day of March, 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 Goettle Law, PLLC, a North Dakota professional corporation, whose mailing address is PO Box 572, Mandan, ND 58554 ("Provider"), sometimes referred herein individually as "Party" and collectively as "Parties."

WHEREAS, City is seeking to retain a Special Assistant City Attorney to advise, consult, and manage state government affairs, on the interface of local, state, and federal resources associated with flood recovery and protection, and city growth associated with energy impacts; and

WHEREAS, Provider is a law firm in good standing and practicing law in the State of North Dakota. Provider possesses the experience and qualifications needed to render the legal services described in the preceding paragraph; and

NOW, THEREFORE, the City and Provider, in consideration of the mutual covenants and contracts contained herein, do mutually agree as follows:

1. Employment and Qualifications of Attorney.
   a. Employment. The City hereby retains and employs Provider on an availability retainer to designate Provider as Special Assistant City Attorney to act as legal counsel for the benefit of the City for the following purposes:
      1. to advise, consult and manage state governmental affairs; and
      2. to advise and consult, as needed and requested, on the interface of local, state, and federal resources associated with flood recovery and protection, and the City's growth associated with energy impacts; and
      3. to advise, consult and manage other projects, as assigned.
   b. Qualifications. During the term of this Agreement, Provider shall remain licensed to practice law and meet any other requirements established by the State of North Dakota for Provider to:

1. represent the City's state governmental affairs needs; and
2. advise and consult on flood related and City growth matters; and
3. advise, consult and manage other projects, as assigned.

c. Independent Contractor. It is further understood and agreed by the Parties that the attorney/client relationship, including all attorney/client communications, is hereby created by and between Provider and the City. Provider is an independent entity under this Agreement and is not a City employee for any purpose.

2. Exhibits. The following exhibits are included and incorporated as if full set forth herein:
   a. **Exhibit A**: Scope of Services
   b. **Exhibit B**: Fee Schedule
   c. **Exhibit C**: Other Applicable Terms and Conditions

   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.
3. Term. This Agreement shall commence June 1, 2026, and shall remain in full force and effect for two (2) years through the 2027 Legislative Session and until May 31, 2028, unless terminated earlier as provided herein. The City shall have the option to renew this Agreement for two (2) additional twelve-month periods upon the same terms and conditions, except pricing which shall be agreed to by the Parties at the time of Agreement renewal or extension.
4. City's Responsibilities. City agrees to:
   a. share strategies and develop a work plan for Provider to utilize; and
   b. inform Provider of its wishes in accordance with its state government affairs agenda, as well as flood and/or growth-related issues and other projects as assigned; and
   c. maintain regular and ongoing contact with Provider.
5. Provider Responsibilities. Provider agrees to provide state governmental affairs and consulting support within the state of North Dakota. The services to be provided are listed in **Exhibit A**.

6. Fees, Compensation, Other Charges/Costs and Invoicing. Except as may otherwise be provided herein, the City agrees to pay Provider for two (2) years of retained services under this Agreement as set forth in **Exhibit B**.
7. Subcontracting or Assignment. The experience, knowledge, capability and reputation of Provider, its partners, associates and employees, was a substantial factor for the City to enter into this Agreement. Therefore, Provider shall not contract with other person(s) or entity/entities to perform, in whole or part, legal services required under this Agreement without the written approval of the City except as otherwise provided herein. No other professional or legal services to be provided under this Agreement shall be transferred, assigned or subcontracted without the prior written approval of the City.
8. Indemnification and Limitation of Liability. Provider agrees to indemnify 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 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 Attn: Shane Goettle PO Box 572 Mandan, ND 58554	City of Minot Attn: City Clerk PO Box 5006 Minot, ND 58702-5006

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. 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:

1. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
2. If Provider fails to perform any of the other provisions 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.
3. 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 allege Provider has failed to perform. Termination pursuant to this Paragraph 11(e) 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 for Failure to Appropriate or Authority. Notwithstanding anything to the contrary herein, the City is a public entity whose authority to expend funds is subject to annual appropriation by the Minot City Council ("Council"). In the event the Council fails to appropriate funds necessary to fulfill the City's obligations under this Agreement for any fiscal period during the term, or 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 City shall pay Provider for Services properly rendered up to the effective date of termination subject to appropriated funds. Provider acknowledges that the City cannot commit funds beyond the current fiscal year.

e. Orderly Transition. In the event of termination, Provider shall assist to the fullest extent possible in the orderly transition of all pending matters to the City.

f. Pro-rata Compensation. In the event of termination, Provider shall be entitled to be paid for all professional fees, all work completed, and costs incurred through the date of cessation of legal representation, including without limitation, proration of costs and expenses to the date of such cessation.

11. Conflicts of Interest. Provider has no present or contemplated employment, which is adverse to the City of Minot and agrees it shall not represent clients on matters of either litigation or non-litigation against the City. In the event of a conflict of interest arising in the representation of the City, Provider shall seek, where available, waivers from each client regarding such representation or legal services. However, if real conflicts exist, Provider will withdraw from representing both clients in the matter.

12. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate for cause in accordance with Section 11c of this Agreement.

13. 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 North Dakota's open records laws. 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.

14. 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.

15. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

16. 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**
_____	_____
Provider, Attorney	Mark Jantzer, Mayor
Date: _____	Date: _____
	_____
	David Lakefield, Finance Director
	Date: _____
	_____
	Mikayla McWilliams, City Clerk
	Date: _____

Exhibit A

Scope of Services

1. Legislative representation of Minot during the 2027 legislative session; and
2. Coordinating and providing committee testimony on a limited basis when a Minot representative is unavailable; and
3. Maintaining legislative contacts as well as contacts with other appropriate government offices as needed, including but not necessarily limited to the Governor's Office, Attorney General's Office, Department of Trust Lands, Aeronautics Commission, Treasurer's Office, Tax Department, Water Commission, Department of Water Resources, and other relevant departments of state government; and
4. Maintaining regular and ongoing contact with designated representatives of Minot; and
5. Tracking and monitoring progress of interim initiatives, studies and legislative committees, and state legislative bills that are identified as being of special interest to City; and
6. Providing a monthly activity report, and presenting legislative updates to Council and City staff, as requested

Exhibit B

Fee Schedule

Retainer Invoices and Payment Schedule:

1. Invoices.
    a. Retainer invoices shall be delivered by Provider to City on or before the first (1st) day of each month, covering the retainer amount due for the subsequent month's legal services. By way of illustration, the invoice dated January 1 shall constitute the retainer for services to be provided in February.
    b. Provider shall send retainer invoices either by mail or email to:

        City of Minot
        Attn: City Attorney
        PO Box 5006
        Minot, ND 58702-5006
        attorney@minotnd.gov

2. Payment Schedule:

    June through December 2026: $1,834 per month
    January through April 2027: $5,834 per month
    May 2027 through May 2028: $1,834 per month

Reimbursable Expenses:

1. Expenses need to be approved by a representative of the City prior to incurring those costs and would need to be supported by appropriate documentation. City will provide the necessary reimbursement to Provider for approved reimbursable expenses, with Net 30 payment terms.

Exhibit D

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 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 such 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.
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.

City of Minot

TO: Mayor and Members of the City Council

FROM: Dale Plessas, Deputy Police Chief

DATE: May 18, 2026

SUBJECT: MSU APPRENTICE TUITION BUDGET AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment from the PD Temp/Part-time line and cash reserves to fully fund the MSU Apprenticeship program.

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Deputy Police Chief, 701-857-9800
Michael Frye, Chief of Police, 701-857-4700

III. DESCRIPTION

A. Background

On May 5, 2025, the City Council approved the Criminal Justice Partnership between the Minot Police Department and Minot State University, establishing the Minot Police Department Apprentice Program. This program provides funding for MSU students pursuing a degree in criminal justice or policing, covering tuition, books, and fees, along with part-time employment as a Community Service Officer with the Minot Police Department. In return, participants commit to serving as a police officer for the City of Minot for three years after completing the program. In the 2026 budget, $125,000 was approved in the Police Department Temp/Part-time Employees budget line for the program. These funds are approximately $10,680 short of the projected cost of the program and will need to be distributed to appropriate lines for the various payments of the program.

B. Proposed Project

In order to properly fund the program, we will need to do a budget adjustment from the Temp/Part-time line, to Social Security employer match, Medicare Employer match and Tuition Reimbursement. We also request that the remaining $10,680 be funded by General Fund cash reserves.

C. Recommendation Detail

The City of Minot had budgeted a total of $199,919 out of cash reserves in 2025. Since the program only covered the spring semester in 2025, that cost was only partially realized and the funds were not expended.

IV. IMPACT

A. Service/Delivery Impact:

Dynamic and flourishing - By working with MSU the City of Minot is developing a dynamic partnership by which both invest in the future of one another.
Resilient and prepared - This partnership will provide a recruitment pipeline by which the Police Department will receive quality police officers.
Safe and Welcoming - By strengthening the quality of police services, the City of Minot will be increasing safety while making it a more welcoming environment for citizens and visitors.
Excellent and Connected - By working with a trusted community partner, the Minot Police Department will be better equipped to provide the highest quality of services to citizens and visitors.

B. Fiscal Impact

Moving 35,668 from Temp/Part-Time Employees and an additional $10,680 from Cash reserves to fund the Tuition Reimbursement.

Project Costs

Social Security Employer Match (10021000-42200) - $5,145
Medicare Employer Match (10021000-42210) - $1,203
Tuition Reimbursement (10021000-42400) - $40,000

Project Funding

Temp/Part-Time Employees (10021000-41200) – ($35,668)
Cash reserves - ($10,680)

VI. ALTERNATIVES

1. City Council could decline a budget amendment from budget lines: Temp/Part-Time Employees and cash reserves, leaving the project underfunded. This would result in having to discontinue the MSU apprenticeship program.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO DECREASE THE POLICE DEPARTMENT TEMPORARY & PART-TIME EMPLOYEES EXPENDITURES AND INCREASE SOCIAL SECURITY, MEDICARE, AND TUITION REIMBURSEMENT EXPENDITURES FOR THEIR PARTNERSHIP WITH THE MINOT STATE UNIVERSITY CRIMINAL JUSTICE PROGRAM.

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

§1: Amend the 2026 annual budget to decrease the police department Temporary & Part-time Employees expenditures and increase Social Security, Medicare, and Tuition Reimbursement expenditures for their partnership with the Minot State University Criminal Justice program.

10021000-41200		($35,668)
10021000-42200		5,145
10021000-42210		1,203
10021000-42400		40,000

§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: Emily Huettl, Asst. City Engineer

DATE: May 18, 2026

SUBJECT: BUDGET AMENDMENT — HVAC REPAIR

I. RECOMMENDED ACTION

It is recommended City Council approve the attached budget amendment for HVAC repair.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Emily Huettl, Asst. City Engineer, 701-857-4100
Bryan Banfill, Public Works Operations Director, 701-857-4112

III. DESCRIPTION

A. Background

Air conditioning is out for the Engineering Department, including Public Works Conference Rooms 3 & 4.

B. Proposed Project

Replace the variable drive motor and other associated parts, so the air handler for the cooling unit can function.

C. Recommendation Detail

Unfortunately, this cooling unit has had repeated problems over its lifetime. This is likely the last repair. In the future, we would look for a full replacement.

IV. IMPACT

A. Service/Delivery Impact:

Without this repair the entire Engineering Department, including Public Works Conference Rooms 3 & 4, would be without a cooling system. In addition to the 16+ staff members impacted, PW Conf Rooms 3 & 4 host the majority of construction meetings, flood control meetings, superintendents' meetings, and development review team meetings.

B. Fiscal Impact

Project Costs

Approximately $10,000 including parts and labor.

Project Funding

Budget amendment to transfer funds from General Fund Reserves to 10044000–44322 HVAC Repair and Maintenance

VI. ALTERNATIVES

The do-nothing alternative would mean most staff members would work remote and/or relocate (if possible) and there would be no location for many of the internal and external meetings for engineering, public works, and planning.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE PROPERTY MAINTENANCE HVAC REPAIR AND MAINTENANCE EXPENDITURES FOR A REPAIR AT THE PUBLIC WORKS-ENGINEERING BUILDING AND APROVE THE USE OF GENERAL FUND CASH RESERVES.

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

§1: An ordinance amending the 2026 annual budget to increase the property maintenance HVAC repair and maintenance expenditures for a repair at the Public Works-Engineering Building, using general fund cash reserves:

10044000-44322		$10,000

§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: May 18, 2026

SUBJECT: **PERKETT DITCH IMPROVEMENTS PHASE 2 - BUDGET AMENDMENT AND AWARD OF BID (4751.1)**

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Approve the budget amendment on first reading;**
2. **Award the Perkett Ditch Improvements Phase 2 to the low bidder, Steen Construction, in the amount of $85,816.00; and**
3. **Authorize the Mayor and staff to sign applicable agreements and documentation.**

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Operations Director, 701-857-4112

III. DESCRIPTION

A. Background

The budget amendment request is driven by ongoing efforts to enhance the Perkett Ditch drainage system as part of the Mouse River Enhanced Flood Protection Project. In 2017 and 2025, improvements were made to Perkett Ditch from 30th St SW to approximately one block west of 18th St SW as part of the Mouse River Enhanced Flood Protection Project. Part of the improvements included constructing a concrete channel in Perkett Ditch to improve the conveyance of storm water. This project will remove sediment from the ditch and extend the concrete channel, providing more efficient drainage and maintenance of the ditch. Additional funding is needed to address nine new projects and two material procurements, which were not included in the original budget, ensuring that improvements and maintenance can continue as planned. These initiatives include replacing and relocating catch basins, repairing drainage infrastructure, and procuring necessary materials such as lift pumps and castings. To move forward efficiently, the project team has consolidated all amendment requests and, after soliciting quotes, identified Steen Construction as the lowest bidder for the Perkett Ditch Phase 2 project, facilitating timely completion and cost-

effective progress. The remaining projects are seeking quotes and will be brought back to Council individually as required per the City's procurement policy.

B. Proposed Project

As stated, the Perkett Ditch drainage system upgrades are part of the ongoing Mouse River Enhanced Flood Protection Project, aimed at improving storm water conveyance and safeguarding local infrastructure. Since 2017, enhancements—including the construction of a concrete channel—have increased the efficiency and maintenance of Perkett Ditch along key sections. The current phase extends these improvements, with plans to construct approximately 175 linear feet of additional concrete channel northwest of Central Ave., targeting areas prone to erosion due to rapid water flow. The additional projects also address unforeseen needs, such as replacing and relocating catch basins, repairing drainage infrastructure, and procuring essential materials like lift pumps and castings. By consolidating amendment requests and selecting Steen Construction as the lowest bidder for Phase 2, the team is ensuring timely progress and cost-effective solutions. Remaining projects will be brought to Council for approval as quotes are received, in accordance with the City's procurement policy. These combined efforts will protect embankments, prevent future erosion, and support sustained flood protection for the community.

C. Recommendation Detail

On Tuesday, April 28, 2026, at 11:00 AM, bids were opened for this project. Below and attached is a bid tabulation summary that shows the bid comparisons as they relate to the engineer's estimate for the Perkett Ditch project:

Perkett Ditch Improvements Phase 2 Project Bid Tabulation
City Project 4751.1
Engineer's Estimate: $155,135.00

Steen Construction	$85,816.00
Flyway Companies, LLC	$90,251.00
Hanson's Excavating, Inc.	$99,326.00
Keller Paving & Landscaping, Inc.	$107,873.40
Knife River	$116,680.00

It is recommended that the project be awarded to Steen Construction with their low bid of $85,816.00.

IV. IMPACT

A. Service/Delivery Impact:

These additional projects directly enhance service delivery by addressing urgent needs such as replacing and relocating catch basins, repairing drainage infrastructure, and securing critical materials like lift pumps and castings. The consolidation of amendment requests and the selection of Steen Construction as the lowest bidder for Phase 2 enable the project team

to maintain efficient timelines and deliver cost-effective solutions, ensuring uninterrupted and improved drainage services for the community.

B. Fiscal Impact

Project Costs

Contractor's Bid Price: $85,816.00

Additional Future Projects (9):

- Replace Catch Basin and 15 inch Reinforced Concrete Pipe at 11th Ave NW
- Remove pipe and and catch basin, excavate 2 feet and replace with pea rock at 14th St and 23rd Ave NW
- Move Catch Basin in turn lane to 20th Ave at 16th St and 20th Ave SW
- Move NW catch basin at 16th Ave and 1st St SW
- Repair heaved catch basin and replace slotted drain 34th Ave SE
- Catch basin replacement at 2nd St - Twin Villas
- Catch basin replacement at 15th Ave (ball diamonds)
- Replace 4 Catch basins Eastwood park
- Materials: 2X3s, Castings, and Lift Pump

Project Funding

44503 - Storm Sewer Maintenance Budget Amendment: $470,000

VI. ALTERNATIVES

City Council could choose not to award the project and authorize BA for all projects, which would further delay repairing the eroded embankment as well as other required replacements throughout the City.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE STORM SEWER MAINTENANCE EXPENSES FOR PERKETT DITCH IMPROVEMENTS PHASE II AND OTHER STORM SEWER CATCH BASIN PROJECTS AND APROVE THE USE OF FUND CASH RESERVES.

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

§1: An ordinance amending the 2026 annual budget to increase the storm sewer maintenance expenses for Perkett Ditch Improvements Phase II and other storm sewer catch basin projects, using fund cash reserves:

14059000-44503		$470,000

§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: Michael Frye, Chief of Police

DATE: May 18, 2026

SUBJECT: **MINOT PD K9 DOOR POPPER DONATION ACCEPTANCE**

I. RECOMMENDED ACTION

It is recommended City Council accept the "701 K9 Project Grant" & approve the budget amendment on the first reading authorizing the Mayor to sign any applicable documentation.

II. DEPARTMENT CONTACT PERSONS

Michael Frye, Chief of Police, 701-857-4700

III. DESCRIPTION

A. The Minot Police Department's application for the "701 K9 Project Grant" was awarded. This grant will be used to replace K9 squad car emergency/automatic door poppers to allow K9 operators ready access to their canine partner.

B. Proposed Project

The goal of this is to allow the most effective and efficient emergency operation for K9 handlers to quickly acquire their backup officer in times of need.

C. Recommendation Detail

The need for new K9 squad door poppers was discovered a few months ago when officers went to use them and the system did not work. The new system is of higher quality and covered under warranty.

IV. IMPACT

A. Service/Delivery Impact:

This grant allows our K9 team to update the two canine door poppers that are currently non-functional or intermittent at best. The door poppers will greatly improve officer safety capabilities while working in the field/street.

B. Fiscal Impact

This project is funded through the “701 K9 Project Grant”. It will be accepted into donations and amended into the10021000- 46102 Furniture and Equipment.

Project Costs

$5,300

With Installation — 10021000-46102 Furniture & Equipment

Project Funding

$5,3001000000-36400 - Donations

VI. ALTERNATIVES

1. The City Council could decline to accept the "701 K9 Project Grant" and direct the Police Department to find another funding source for the door poppers.

701 K9 PROJECT

Funding Request

Requesting Agency: MINOT POLICE DEPT.

Contact Person Name: Chief Michael Frye

Phone Number: 701-578-4278 Email: Michael.Frye@minotnd.gov

Project Requesting Funds For: 2 CANINE DOOR OPENER FOR SQUADS

Estimated Cost of Project: $2,500 APIECE = $5,000
POSSIBLE INSTALL = $300.00 TOTAL $5,300

Brief Overview of Project:

PROJECT WILL FIND TWO POLICE K9 SQUAD CAR DOOR POPPERS THAT ARE CURRENTLY NOT SERVICEABLE

How will this project positively impact your K9 program and your community?:

THIS WILL POSITIVELY IMPACT THE PROGRAM & COMMUNITY BY PROVIDING A SAFE & PRACTICAL WAY TO DEPLOY OUR K-9 PARTNERS IN EMERGENCY CIRCUMSTANCES.

Please attach any project quotes or other information that may be helpful.

Send completed request form to Kelsey at 701k9project@gmail.com

Outlook

FW: ACE K-9 system

From Justin Sundheim <justin.sundheim@minotnd.gov>
Date Tue 4/21/2026 2:39 PM
To Michael Frye <michael.frye@minotnd.gov>

Chief

The base system is 1595, with the wireless addition of 899. Total 2494. Link is below in Chapmans email.

Justin

From: Dave Chapman <dave.chapman@minotnd.gov>
Sent: Thursday, April 9, 2026 4:23 PM
To: Justin Sundheim <justin.sundheim@minotnd.gov>
Cc: Taylor Jensen <taylor.jensen@minotnd.gov>
Subject: ACE K-9 system

Here is the link to the store's page. If I remember from the quote you showed me - It just showed the wireless option ($899), it should also have the Hot-N-Pop pro in the build - $1,595.

AceK9.com K9 HOT-N-POP(R)PRO the most advanced combination Remote Door Opener and Heat Alert for canine law enforcement officers.

Dave Chapman
Administrative Lieutenant / K9
City of Minot Police Department
Officer Phone - 701-857-9857

City of Minot

Building excellence with our community.

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TWO GREAT PRODUCTS IN ONE

The HOT-N-POP PRO® combines the features of our two best-selling canine safety products into one easy to use temperature alarm and door popper system.

This innovative unit monitors vital components including temperature sensors and vehicle battery voltage and shows the information on a 32-character backlit alphanumeric display.

Under alarm conditions, the unit activates an S.O.S. horn honk signal, siren, light-bar activation and dual window drop to immediately equalize the internal temperature of the vehicle.

The door popper feature releases the K-9 from the vehicle by remote control worn in a holster.

In addition, the special Door Pop Stopper™ feature disables the K-9 Door Popper® when the vehicle is in gear.

Features are software based to allow for future upgrades.

Note: This product is ONLY available in U.S. for Law Enforcement/Military use only in U.S. Domestic Model Police Package Vehicles or Special Service Vehicles.
HOT-N-POP PRO WILL NOT WORK IN 2020 UP MODEL CIVILIAN EXPLORER & EXPEDITION WITH ELECTRONIC DIAL SHIFTER.

Patent # 7,081,811

Configure and Purchase Online US ONLY

HOT-N-POP® PRO (Model# HP-5020) MSRP $1,595.00

Includes:

- Control Head
- IntelaBox

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Click here to unsubscribe

- Protective Relay Module
- S.O.S Horn Honk™ Output
- Siren Activation Output
- Lightbar Activation Output
- Dual Window Drop Kit
- Dual Temperature Sensors
- Remote with Holster for Door Popper
- Heavy-Duty Solenoid Kit
- Gas Spring with Heavy-Duty Stainless Steel Mounts
- System Wiring Harnesses
- Installation Instructions
- Vehicle Specific Wiring Information

***Vehicle Make, Model and Year Required When Ordering**

- User Guide
- Two Year Warranty
- Tech Support

Innovative Features and Functions Patented! Patent # 7,081,811

Note: This product is ONLY available in U.S. for Law Enforcement/Military use only in U.S. Domestic Model Police Package Vehicles or Special Service Vehicles.

HOT-N-POP PRO WILL NOT WORK IN 2021 Up F150 & 2020 UP MODEL CIVILIAN EXPLORER & EXPEDITION WITH ELECTRONIC DIAL SHIFTER.

OPTIONAL ADD ON FEATURES

- No K9 Left Behind Feature (Add $75.00)
- Engine Stall Feature (Add $165.00) NOTE:Cannot be used with Hybrid Vehicles, Stop/Start Technology or vehicles that have an Idle Timer.
- 10" Fan Kit (Add $265.00)
- Heavy-Duty Fan Guard (Add $95.00) ***note: Does not fit Dodge Charger***
- Smoke Detector (Add $165.00)
-

Wireless Alert Options

AceWatchDog™ (Add $899.00)

Proactive monitoring that displays System Temperatures on your cell phone. Calls and/or sends text alert to the K9 Handler and four other contacts.

More Info about AceWatchDog™

REMOTE PAGER SYSTEM (Add $395.00)

The remote pager has up to 1/2-Mile Range (2,640 Feet) performance is dependant on the antenna placement.

- **HA-RBM-27-RD** Remote Pager kit with 27Mhz roof mount antenna

2 item(s) - Page 1 of 1 **Items:** 18 ↓ **Sort:** Best match ↓ **View:** Two column ↓



AceK9 Towel

$9.50



K9 Hot-N-Pop PRO

$1,595.00

Powered by PinnacleCart Ecommerce Solution

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT FURNITURE & EQUIPMENT 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 Police Department Furniture & Equipment expenditures and contributions & donations revenue for a donation received:

10021000-46102		$5,300
10000000-36400		5,300

§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