



Regular City Council Meeting

Monday, August 17, 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. PERSONAL APPEARANCES
4. MAYOR'S REPORT
5. REPORTS
 - 5.1. CITY MANAGER'S REPORT
6. PUBLIC HEARING
 - 6.1. PUBLIC HEARING: BLAISDELL-BAIRD ADDITION & CENTRAL AVE. & GARDEN VALLEY WATERMAIN REPLACEMENT PROJECTS (5043 & 5044)

RECOMMENDED ACTION

It is recommended City Council close the public hearing and provide any modifications to the proposed watermain replacement projects.

7. CONSENT ITEMS
 - 7.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the August 3, 2026, Regular City Council meeting.

- 7.2. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No. 6224 - 2026 BA - PD Expansion of Patrol Fleet**
- 2. Ordinance No. 6225 - 2026 BA - PD Donation for K9s**
- 3. Ordinance No. 6226 - 2026 BA - PD Acceptance of Banfield Grant**

4. Ordinance No. 6227 - 2026 BA - 3rd St Bridge Repair
5. Ordinance No. 6228 - 2026 BA - PD Trinity Warehouse for Pound
6. Ordinance No. 6229 - Minot Legends Soccer, Zoning Map Amendment

7.3. ORDINANCES

RECOMMENDED ACTION

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

1. Ordinance No. 6230 - Lot 1 Southeast Business Park 4th Addition - Zoning Map Amendment

7.4. ORDINANCES

RECOMMENDED ACTION

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

1. Ordinance No. 6231 - LDO Text Amendment - lot size & setback reduction

7.5. ORDINANCES

RECOMMENDED ACTION

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

1. Ordinance No. 6232 - LDO Text Amendment- minimal landscaping

7.6. ORDINANCES

RECOMMENDED ACTION

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

1. Ordinance No. 6233 - Text Amendment - Parking Min & Max

7.7. ORDINANCES

RECOMMENDED ACTION

It is recommended City Council the following ordinances on second

reading:

- 1. Ordinance No. 6234 - Text Amendment - Accessory Dwellings**

7.8. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No. 6235 - Text Amendment - Proposed Subdivision Regulations**

7.9. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No. 6236 - Text Amendment -R3D Row Home**

7.10. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. X-Family Fundraising to conduct a calendar raffle from November 1st to November 30th 2026, at Studio X (509 30th Ave NW).**
- 2. ND Grand Chapter OES to conduct a raffle on June 5, 2027 at The Grand Hotel (1505 North Broadway).**
- 3. Nedrose Cardinal Booster Club to conduct raffles and sports pools from August 21, 2026 to February 14, 2027 at Nedrose High School (5705 15th Ave SE).**
- 4. Bel Air PTA to conduct a calendar raffle from November 1st to November 30th, 2026 at Bel Air Elementary (501 25th St NW).**
- 5. Minot FFA Alumni to conduct a raffle on September 26, 2026 at The Spot - canopy (6 2nd St NE).**
- 6. Special Event Permit for Arny's 2.0 (12 3rd St SE).**
- 7. Two Special Event Permits for The Spot (6 2nd St NE).**
- 8. Two Special Event Permits for Pointe of View Winery (8413 19th Ave, Burlington).**
- 9. Special Event Permit for On the Rocks (614 3rd St NE).**
- 10. Special Event Permit for 19th Hole (2400 14th Ave SW).**

11. Five Special Event Permits for The Blue Rider (118 1st Ave SE).
12. Two Special Event Permits for Sports on Tap (220 S Broadway).
13. Special Event Permit for The Ranger (1218 S Broadway).

7.11. RENEWAL OF SNOW REMOVAL OPERATIONS CONTRACT FOR AIRPORT PAID PARKING LOTS

RECOMMENDED ACTION

It is recommended City Council approve renewal of original contract terms to Double L Loaderworks; and authorize the Mayor and Finance Director to sign any applicable documentation.

7.12. STORM SEWER DISTRICT 125 ENGINEERING SELECTION (5015)

RECOMMENDED ACTION

It is recommended City Council:

1. Select HDR as the most qualified consultant;
2. Authorize the City Engineer to negotiate a scope and fee; and
3. Authorize the Mayor to sign the contract and task order(s).

7.13. 2026 SIDEWALK, CURB & GUTTER - SPECIAL ASSESSMENT (4948)

RECOMMENDED ACTION

It is recommended City Council order the construction, rebuilding, or repairing of sidewalks to be performed by the City's contracted Contractor; and assess the construction cost for this sidewalk work against the benefiting properties, as shown in Table 1.

7.14. RETIREMENT, SALE AND TRANSFER OF OWNERSHIP OF POLICE DEPARTMENT K9 "CYRUS".

RECOMMENDED ACTION

It is recommended City Council approve the retirement and the Sale and Transfer of Ownership of Police K9 "Cyrus"; and authorize the Mayor to sign the Agreement.

7.15. APPROVE CDBG-NDR SUBSTANTIAL AMENDMENT #10

RECOMMENDED ACTION

It is recommended City Council approve the CDBG-NDR substantial amendment #10 and authorize staff to submit it to HUD following the public comment period.

7.16. LANDFILL LEACHATE FORCEMAIN REROUTE - AWARD OF BID (4999)

RECOMMENDED ACTION

It is recommended City Council award the bid for the Landfill Leachate Forcemain Reroute project to the low bidder, Steen Construction, in the amount of \$335,000.00; and authorize the Mayor to sign the agreement.

7.17. EASEMENT FOR SRT FIBER CONNECTION TO AERATION POND
BLOWER BUILDING

RECOMMENDED ACTION

It is recommended City Council approve the attached easement for an SRT fiber extension on City property to connect the aeration blower building to SRT's network and authorize the Mayor to sign the easement on behalf of the City.

7.18. APPROVE VEHICLE PURCHASES FOR THE BIOTA WATER TREATMENT
PLANT UTILIZING THE STATE BID CONTRACT

RECOMMENDED ACTION

It is recommended City Council approve the purchase of a Dodge Durango, two GMC 1/2-ton pickups and a Ford F-250 from Nelson Auto utilizing the state bid process.

7.19. APPROVAL FOR ENBRIDGE 2014 CHEVROLET 1/2 TON PICKUP
DONATION

RECOMMENDED ACTION

It is recommended City Council approve the acceptance of the donated vehicle; and authorize staff and the Mayor to sign any applicable documentation associated with the donation acceptance.

7.20. RECYCLING TRANSPORT RENEWAL AND PROPOSAL TO SELF-
PERFORM HAULING

RECOMMENDED ACTION

It is recommended City Council:

1. Approve the contract amendment and renewal for recycling transport services;
2. Authorize staff to proceed with the purchase of a truck to self-perform recycling transport;
3. Authorize staff to forego sealed bidding requirements for a purchase over \$50,000 and allow staff to get quotes for used trucks in the area; and
4. Authorize the Mayor and Finance Director to sign the amendment.

7.21. APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

RECOMMENDED ACTION

It is recommended City Council approve the June and July 2026 general accounts receivable write-offs.

7.22. CASE #2026-63 - LOTS 1 & 2, SOUTHEAST RIDGE BUSINESS PARK 4TH ADDITION - FINAL PLAT

RECOMMENDED ACTION

It is recommended City Council approve the final subdivision plat as shown in Attachment A.

7.23. SUPPLEMENTAL LETTER AGREEMENT FOR GA ACCESS ROAD REHABILITATION PROJECT – EASEMENT AND EXHIBIT A UPDATES (AIG 3-38-0037-077-2025)

RECOMMENDED ACTION

It is recommended City Council approve the supplemental letter agreement for GA Access Road Rehabilitation Project – Easement and Exhibit A updates proposal from Short Elliott Hendrickson Inc. (SEH); and authorize the Mayor to sign the agreement.

8. ACTION ITEMS

8.1. MOSQUITO PROGRAM OPTIONS PRESENTATION AND DIRECTION REQUEST

RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the Staff recommendation; and**
- 2. Authorize Staff to adjust budgetary requirements for the 2027 budget; or**
- 3. City Council can provide other direction for the City's mosquito program based on alternative options provided by staff.**

8.2. BUDGET AMENDMENT - CEMETERY BACKHOE LOADER AWARD OF BID

RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the proposed budget amendment on first reading;**
- 2. Approve the selection of General Equipment (JCB 3CX Compact TLB); and**

3. Authorize staff and the Mayor to sign applicable documentation.

8.3. BUDGET AMENDMENT - CEMETERY ACCEPTANCE OF DONATION

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment authorizing staff to accept the donation.

**8.4. BUDGET AMENDMENT - LITTLE ROOSEVELT LOW HEAD DAM
REMEDATION AWARD OF BID (4618.1)**

RECOMMENDED ACTION

It is recommended City Council:

- 1. Award the bid for the Little Roosevelt Low Head Dam Remediation Project to Park Construction Company for the lowest bid of \$755,652.00, plus a 3% contingency for a total of \$778,321.56, contingent on the receipt of a DWR grant;**
- 2. Authorize the Mayor to sign the agreement; and**
- 3. Approve the budget amendment on first reading**

**8.5. BUDGET AMENDMENT - FY2025 STATE HOMELAND SECURITY GRANT
AWARD**

RECOMMENDED ACTIONIt is recommended City Council:

- 1. Accept the grant award in the amount of \$68,000;**
- 2. Authorize the Deputy Fire Chief to sign the award documentation; and**
- 3. Approve the budget amendment on first reading.**

8.6. REJECT BIDS - STRUCTURE AUCTION (804 1ST AVE SW)

RECOMMENDED ACTIONIt is recommended City Council:

- 1. Uphold staff decision to reject the bids received for the structure located at 804 1st Ave SW; and**
- 2. Authorize staff to re-advertise the auction of the structure with a minimum bid of \$9,000.**

9. MISCELLANEOUS AND DISCUSSION ITEMS

10. LIAISON REPORTS

11. ADJOURNMENT

TO: Mayor, Mark Jantzer
Members of the City Council

FROM: Tom Joyce, City Manager

DATE: August 3, 2026

City Manager, Tom Joyce

This week marks one year since I was privileged to be asked to serve as interim city manager prior to becoming the city manager in October 2025. During the weeks from 27 Jul to 7 Aug 2026, I had many opportunities to meet with staff to better learn and understand their issues and help to resolve challenges. Along with my weekly Public Safety Leaders meeting with the Police and Fire Chiefs and weekly 1v1 with the Mayor, I held one on ones with the Airport Director, City Engineer, Police Chief, Fire Chief, Community Development, HR Director, Finance Director, Clerk of Courts, and Internal Auditor. In addition to our normal focus on upcoming operations, I asked for and received feedback on my performance and how I can better support them and the greater team. I also met with the Library Board President and Library Director to better define my role and responsibility to support their program.

I received a vehicle fleet review and potential city shop bay renovation plan from our Public Works Operations Director, as well as the plan to transition our Fire Department mechanic position to the City Shop as we continue to look for ways to improve processes and efficiencies through shared services model. I attended the ALPR Oversight Committee and Compatible Use Study / Installation Readiness Review meetings, and was honored to attend the final presentation of our MOT intern and recognized Anna for her for outstanding work this summer and contribution to our airport's safety management systems plan development. I met with the Trinity Health VP for Facilities, city staff and council members to discuss the way ahead for the level 6 build out. I coordinated on interdepartmental agreements between the Fire Department and Police Department and Airport, and reviewed 2026 budget execution with the Police Department. I met with an alderman and city staff to review a bid opening process issue.

I introduced our bi-weekly New Hire Welcome with two new police officers and an airport facilities technician and helped facilitate the current Leadership Development Cohort during their 7th session with the session's focus area being Developing Others; I remain very enthusiastic about our team and the talent, passion and commitment to excellence they bring forward every day. I was honored to attend the promotion ceremony of police officers Dana Pohlman and Shawn Reiss to Sergeant and congratulate them for reaching this milestone while understanding the additional responsibilities that come with it. I attended a Hot Tots baseball game at Corbett Field where Hot Tots General Manager Monica Blake worked with our Employee Recognition Committee to celebrate city staff; the son of Water Treatment Plant Foreman Collin Kitelson threw out the first pitch! I chaired our first Executive Safety Council (that will be held quarterly) and attended the monthly Military Affairs Committee at the NDSU Extension Research Center. Finally, I

want to publicly acknowledge Kevin Braaten, our Street Superintendent, who is retiring this month after over 30 years of service and has led the Street Department for the last 9 years. A great teammate and leader, he coached, taught, and mentored many...including me...and has set us up for continued success. He modeled our values of professionalism, responsibility, integrity, dedication, and excellence. Kevin will be sorely missed, but never forgotten.

**Public Works Operations
Director, Bryan Banfill**

PUBLIC WORKS ADMINISTRATION:

Throughout July, the Public Works Operations team demonstrated significant progress on new initiatives aimed at enhancing city services and operational efficiency. Notably, staff collaborated with Mayor Jantzer to deliver the budget tour presentation, highlighting current fiscal strategies and operational priorities. The department also explored opportunities for increased efficiency between Public Safety/Fire Department vehicle maintenance and Fleet Maintenance operations, reviewing next steps to optimize technician roles and resources. In support of improved preventative maintenance practices, discussions were held regarding Fleet Asset Management software, focusing on capabilities that will allow operators to perform more frequent and comprehensive equipment checks, paving the way for an updated standard operating procedure.

Mid-month, the team coordinated an aerial mosquito spray event with the Air Force Reserves. While this year's operation was less effective than previous years, a new vector surveillance service provider has provided enhanced visibility on mosquito populations and brought attention to public health concerns related to West Nile Virus. City staff, alongside the service provider's entomologist and First District Health, are preparing to present these findings to City Council in August. Additionally, Property Maintenance—partnering with Police, Sanitation, Cemetery, and Street Departments—is actively reviewing and updating city-owned property camera systems to strengthen operational oversight, with upgrades slated for August. These targeted efforts reflect the department's ongoing commitment to service improvement and proactive community support.

ROSEHILL CEMETERY:

During July, cemetery staff continued to maintain the grounds, even though the demand for upkeep was reduced due to elevated temperatures and minimal rainfall. As a result, the team was able to prioritize additional tasks, including pruning young and newly planted trees to encourage root growth, regularly watering these trees to enhance their winter survival prospects, and advancing headstone placement efforts. Since reassuming responsibility from local monument companies, the crew installed 47 headstones, working hard to minimize wait times for customers. To address community concerns regarding ground squirrels, a pest control contractor was contracted. Staff leveraged this support and increased their efforts to further decrease the squirrel population.

Financially, the cemetery generated \$17,775 from burials (16 cremations and 10 traditional interments), \$12,900 from lot sales (covering columbarium niches, monument lots, and flat markers), and \$1,580 from stone setting fees.

PROPERTY MAINTENANCE DEPARTMENT:

In July, Property Maintenance completed 221 work orders: 82 for preventative maintenance (PM) and 139 for non-PM tasks. This is in line with previous months and year efforts. PM tasks included filter checks, equipment cleaning, and HVAC service requests. The team handled emergency HVAC repairs and addressed repairs for the Fire & Police Departments. The team is currently managing 12 flood buyout properties with a few more coming online in the near future. The temporary animal shelter efforts to move and set up at second temporary site are being planned. Due to temperature increases, staff are working hard to maintain cooling systems for multiple City-owned buildings in preparation for summer operations. Lastly, the crew has taken possession of some artwork from Norsk Hostfest and are discussing options for where to hang the paintings.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

Sweepers are cycling through the city at their fastest rate, now that the initial pass has been completed. Patch crew will be working on temporarily replacing sidewalk panels on the 16th ST SW overpass until the summer 2027 project begins. Both crews will be working together to add millings to the 3rd ST NE softball complex parking lot. Our alley crew will be preparing two roads for dust control in the first week of August. Less rain and hotter temperatures have slowed some of the grass growth, allowing the grass crew the ability to address the current complaint request list. Our grass crew has received 217 grass complaints. 17 complaints are open and 30 have been mowed/abated this season.

TRANSIT DEPARTMENT: No Status Updates to Report at this Time.

FLEET DEPARTMENT (CT SHOP):

During July, the maintenance team managed 104 work orders. In addition to regular duties, the team focused on preventative maintenance inspections on 18 geographically separated backup generators across the city-owned by multiple City Departments. These efforts are part of the annual round of inspections and maintenance to ensure reliable performance in the event of power outages and to support ongoing facility operations. The shop is starting to get ready for the fall cleanup by looking over the rear-load trucks, and winter operations by starting winter seasonals. These seasonal inspections will also involve functional checks ensuring equipment is operationally ready for future service needs. Additionally, a preliminary review of the fleet shop bay area organization was carried out, identifying areas where minimal renovations could help improve efficiency for public safety and fire department equipment maintenance. These proposed upgrades are expected to streamline workflow and enhance support for emergency response operations.

**Engineering Department
City Engineer, Lance Meyer**

Department Updates

- With the introduction of 4-section flashing yellow arrow left-turn signals along Broadway, staff is working on an updated time-of-day signal timing plan. A comprehensive review of how the left-turn phasing will operate, at least at the beginning, was completed.
- A traffic study pertaining to the 8th St NW and University Ave intersection was completed and sent to council in mid-July.

Current Projects

- Staff is working on the parking ramp wayfinding signage. This will be a fall/winter design project.
- Storm Sewer District 124 design is complete. Council recently rejected the land purchase for the regional detention pond which was the key design piece for the project. Staff is working with the consulting engineer to determine if options exist and will report back to council soon.
- The 16th Street Interchange Improvement project design is complete. This project has been delayed a year due to NDDOT funding and now will take place in the 2027 construction season. A \$1.5 million Flex Grant from NDDOT was awarded to the project to help lower the overall local share.
- 3rd Street and Central Avenue Reconstruction project is in final design with final plans due at the end of August.
- The 16th Street Reconstruction Phase 2 environmental clearance work has started.
- The 3rd Street Bridge Replacement project environmental clearance contract has been signed, and work will begin on the project.
- Storm Sewer District 125 RFQ for consulting engineers is on the agenda for 8/17/26.
- AE2S was selected as the Eastwood Park Bridge Rehabilitation consulting engineer and are currently in the contracting process.

2025 Capital Projects

- SSD 121 – Puppy Dog Coulee storm sewer project – Wagner Construction
The final sections of concrete box culvert were set on June 20th. The southbound lanes of 16th St have been paved and all travel lanes have been reopened to the public. Temporary lane closures may still be needed for miscellaneous final activities.

2026 Maintenance Projects

All 2026 roadway maintenance projects are under construction.

- South Broadway mill and overlay is complete. The frontage road near Schatz Truckstop will be paved mid-August.
- The joint utility and roadway project on 1st St SW, behind Town & Country Shopping Center is progressing well. Underground utilities should be completed mid-August, milling and cement stabilizing at the end of the month, and paving to follow.
- 21st Ave NW repaved. Permanent pavement markings, the flashing beacon, and some sidewalk work remain.
- 11th Ave NW is complete with the exception of permanent pavement markings.
- Glacial Drive neighborhood and 36th Ave NW are paved and substantially complete.
- The street seal project was substantially completed in July.

2026 Signal Improvement is awaiting the traffic signal standards, this project will likely start mid-to-late August.

The NDDOT is leading the 2026 HISP Signal Improvement and the NDDOT Corridor Streetlight Improvement projects. Material procurement is an issue, work will be intermittent this fall.

- HSIP - The contractor has started work on replacement of pedestrian pushbuttons and walk/don't walk timers, and installations of the 4-section flashing yellow arrow heads.
- LED streetlight conversion has taken place along Valley St and North Broadway.

Additional Information – GIS Maps

- [Traffic Impact App | Minot GeoHub](#)
- [2026 Construction Project Map](#)

**Public Works Utilities
Director, Jason Sorenson**

PUBLIC WORKS ADMIN:

The Utilities Director attended the weekly design and construction meetings 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 in Aug of 2026.
- NAWS Biota is still delayed due to faulty filter underdrains. The original defective underdrains have been removed and replaced and the replacements continue to have problems. The contractor and the supplier continue to make changes to get the issue resolved
- Utilities Director and WTP staff continue to work with DWR on staffing for NAWS Biota operations
- All annual water main and sewer rehab projects have been bid and awarded.
- 36" trunk sewer line that runs across the NDSF parking lot will be bypassed and lined later this summer after the Airstream show has concluded
- The Service Line ID project has kicked off in NE Minot. Crews are averaging 15-20 IDs per day

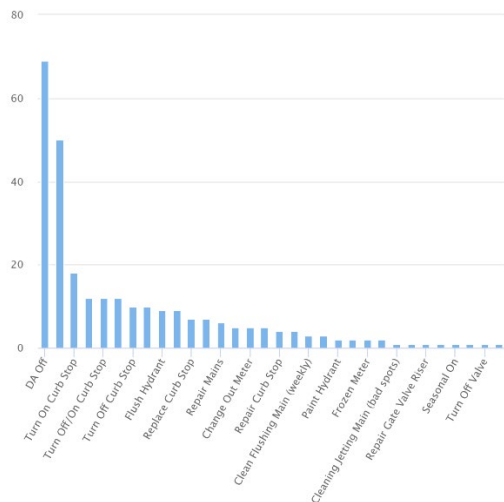
Water Treatment Department:

Water & Sewer Department:

Operators responded to 276 service calls. 13 calls for service were after hours.

JULY 2026

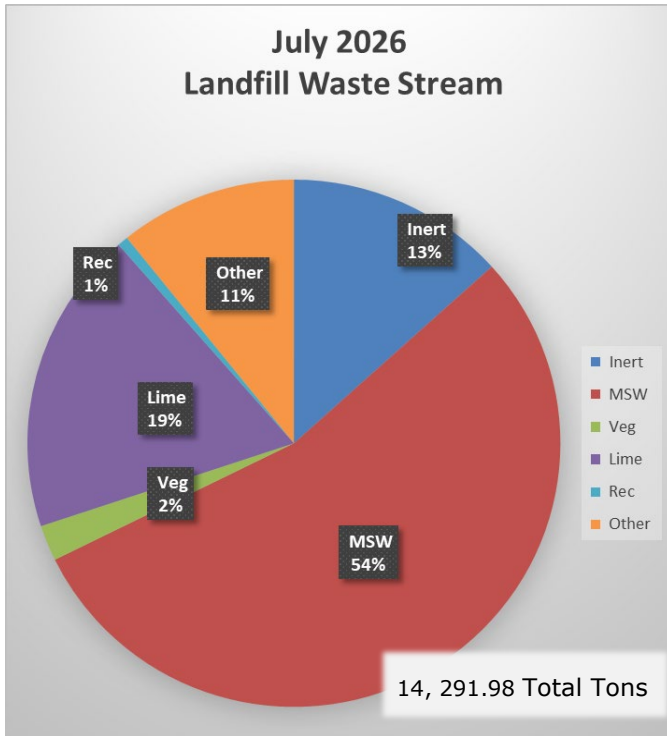
Water	
Raw Water Influent (gal)	285,527,000
Recycle Water (gal)	11,428,000
Facility Water (gal)	11,574,000
Total Water Treated (gal)	308,529,000
Distributed from City (gal)	117,585,000
Distributed from NAWS (gal)	165,432,000
Pumped Total (gal)	283,017,000



Landfill/Sanitation/Recycling:

July gate collections were \$414,477.17 compared to \$ 484,485.21 in 2025.

Residential garbage collection crews hauled 1,243.07 tons of garbage and recycling to the landfill.





TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: August 17, 2026

**SUBJECT: PUBLIC HEARING: BLAISDELL-BAIRD ADDITION & CENTRAL AVE.
& GARDEN VALLEY WATERMAIN REPLACEMENT PROJECTS (5043
& 5044)**

I. RECOMMENDED ACTION

It is recommended City Council close the public hearing and provide any modifications to the proposed watermain replacement projects.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The Utilities Department is applying for a Drinking Water State Revolving Fund (DWSRF) loan for two watermain replacement projects located in the Blaisdell-Baird Addition and Central Ave. and Garden Valley Addition areas. The DWSRF program is a low interest loan program to help communities complete water quality infrastructure projects. As part of the application, a public meeting is required to discuss the project and allow for public comment which will be included in the application submittal.

B. Proposed Project

The proposed projects will replace approximately 30 blocks of 6" cast iron watermain that has surpassed its useful life with 8" PVC watermain. The projects will improve water quality and fire flow for the proposed areas. The projects are included in the City's capital improvement plan.

C. Recommendation Detail

A public hearing allows people the opportunity to provide feedback on the proposed projects.

IV. IMPACT

A. Service/Delivery Impact:

The proposed projects will provide needed replacement and upsizing of the water system infrastructure improving water quality and fire flow.

B. Fiscal Impact

Project Costs

The proposed project cost for each project is approximately \$3.9 million making the total \$7.8 million combined.

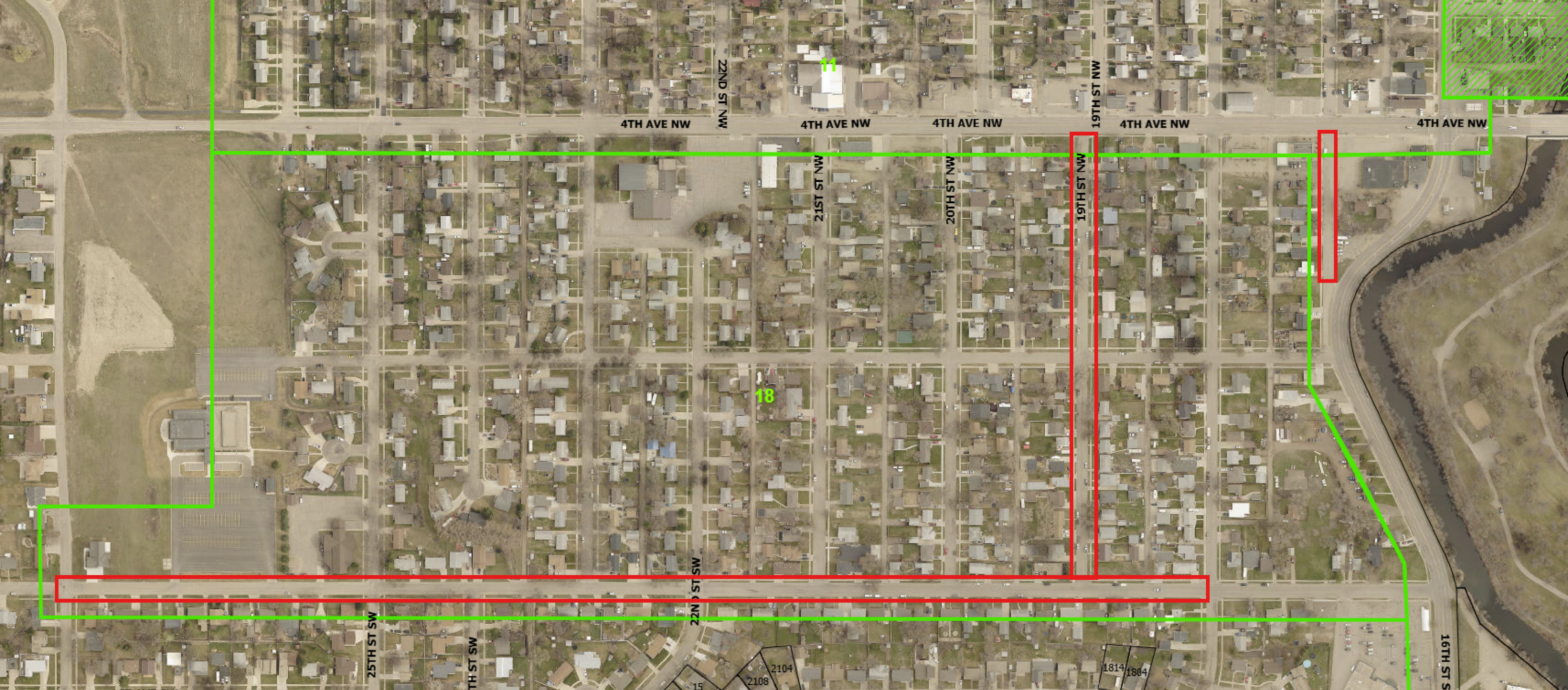
Project Funding

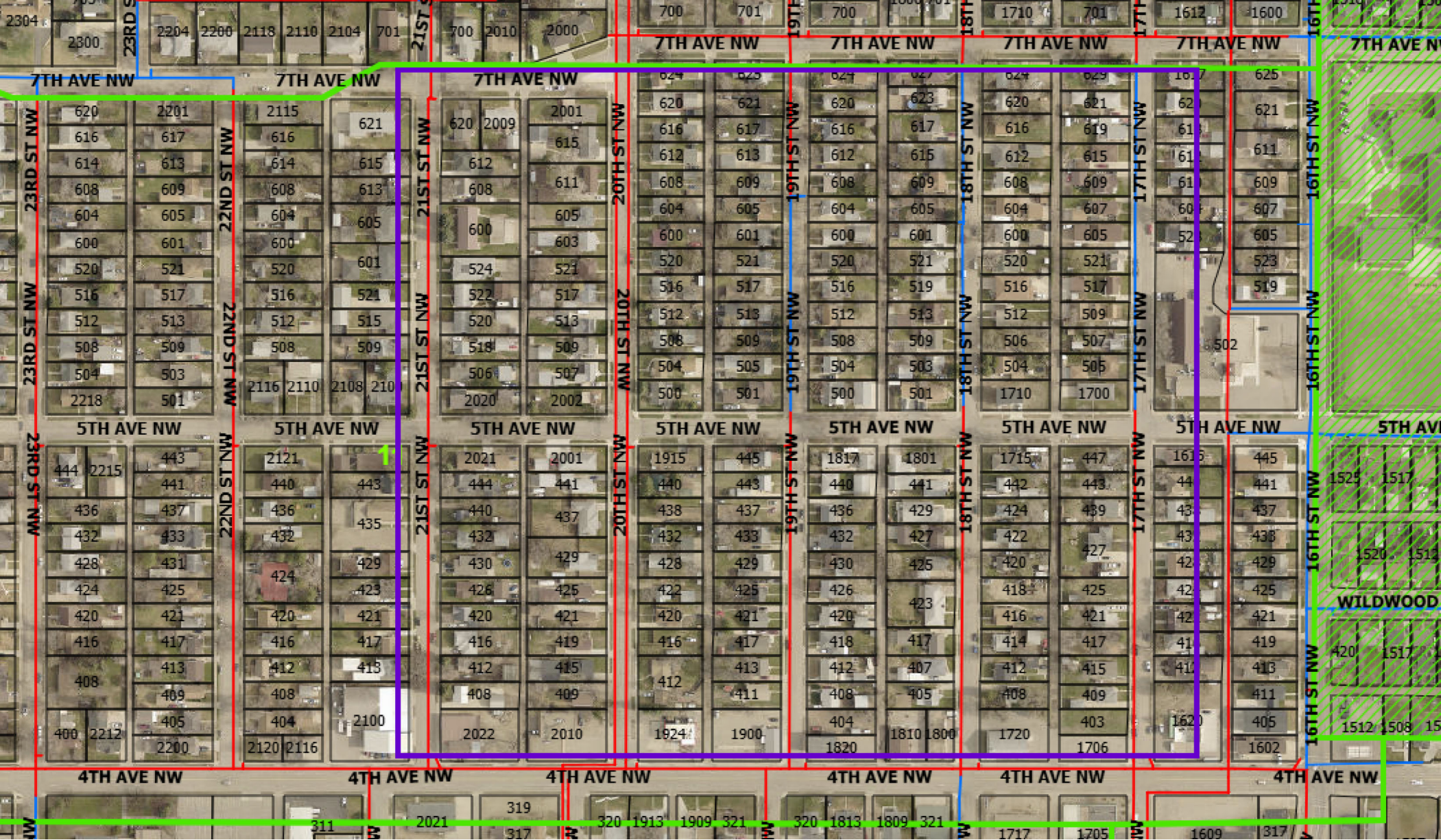
The projects will be entirely funded using a DWSRF loan.

VI. ALTERNATIVES

Council could choose to:

1. Modify the proposed projects and direct staff to make the changes.
2. Not move forward with the projects which would further delay the replacement of aging infrastructure.





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

ROLL CALL

Members Present: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson

Members Absent: None

PLEDGE OF ALLEGIANCE

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

The motion to direct staff to bring an ordinance change moving personal appearances item from the agenda from its current position to immediately following the Pledge of Allegiance; move public appearances for the current meeting and the next three subsequent meetings until the ordinance is in place; and eliminate the requirement that citizens complete a written form prior to addressing the council was initiated by City Council Member Fuller and seconded by City Council Member Blessum.

The motion to amend the original motion to require a sign-in sheet and amend the agenda to have personal appearances at the beginning and end of the meeting was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

The motion to direct staff to bring an ordinance change moving personal appearances item from the agenda from its current position to immediately following the Pledge of Allegiance; move public appearances for the current meeting and the next three subsequent meetings until the ordinance is in place; require a sign-in sheet; and amend the current agenda to hold personal appearances at the beginning and end of the meeting was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PERSONAL APPEARANCES

Ritte Teresa addressed the City Council on the potential 33% increase in property tax. Joan Hawbaker wanted to discuss the requirement of the address for personal appearance cards. Jessica Klein spoke to the City Council on alcohol license fees, which are presented in the 2027 budget. Candy Cline discussed with the City Council Luffy's Law establishing local oversight for commercial pet boarding and this topic references the attachments to the agenda.

MAYOR'S REPORT

Mayor Jantzer attended a MACEDC Board meeting, a NDSF Board meeting, multiple 1:1 meetings with the City Attorney and City Manager, a meeting with the Public Works Operations Director, a meeting with a local church group, a ND 4H Showmanship event, an ALPR Committee meeting, a dinner with General S.L. Davis, and a NAWA Authority Board meeting.

PROCLAMATION

Mayor Jantzer proclaimed August 2nd-8th as Minot Farmers Market Week.

REPORTS

CITY MANAGER'S REPORT

Tom Joyce submitted a written report to the City Council.

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 #2026-44 - MINOT LEGENDS SOCCER - ZONING MAP AMENDMENT

The motion to close the public hearing and approve the Zoning Map Amendment as shown in Attachment A was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2026-47 - TOLLBERG SHORES 3RD ADDITION - PRELIMINARY PLAT, EASEMENT VACATION

The motion to close the public hearing and approve the Preliminary Plat as shown in Attachment A was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2026-49 - LOTS 1 & 2, SOUTHEAST RIDGE BUSINESS PARK 4TH ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT

The motion to close the public hearing and approve the Zoning Map Amendment as shown in Attachment A and the Preliminary Plat as shown in Attachment B was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2026-40.2 - LOT SIZE AND SETBACK REDUCTION - LDO TEXT AMENDMENT

The motion to close the public hearing; adopt staff recommendations; and approve the amendment as presented on first reading was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2026-40.3 - REMOVAL OF FOUNDATION PLANTING - LDO TEXT AMENDMENT

The motion to close the public hearing; adopt staff recommendations; and approve the amendment as presented on first reading was initiated by City Council Member Samuelson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2026-40.4 - REMOVAL OF MOST PARKING MINIMUM AND MAXIMUMS - LDO TEXT AMENDMENT

The motion to close the public hearing; adopt staff recommendations; and approve the amendment as presented on first reading was initiated by City Council Member Fuller, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2026-40.5 - ACCESSORY DWELLING UNITS - LDO TEXT AMENDMENT

The motion to close the public hearing; adopt staff recommendations; and approve the amendment as presented on first reading was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2026-40.6 - PROPOSED SUBDIVISION REGULATION CHANGES - LDO TEXT AMENDMENT

The motion to close the public hearing; adopt staff recommendations; and approve the amendment as presented on first reading was initiated by City Council Member Samuelson, seconded by City Council Member Locken and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2026-40.7 - "R3D" ROW HOME DISTRICT - LDO TEXT AMENDMENT

The motion to close the public hearing; adopt staff recommendations; and approve the amendment as presented on first reading was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2026-40.8 - REMOVAL OF PARK FEES - LDO TEXT AMENDMENT

The motion to close the public hearing; pass an ordinance change to remove park fees; and direct city staff to develop a resolution or policy stating Minot Park District will be a part of the DRT process was initiated by City Council Member Blessum and seconded by City Council Member Fuller. This motion was withdrawn.

The motion to accept the LDO Text amendment as presented on first reading and direct city staff to develop a resolution or policy stating Minot Park District will be a part of the DRT process was initiated by City Council Member Blessum and seconded by City Council Member Fuller.

The motion to amend to include closing the public hearing was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, Scott Samuelson; nays: John MacMartin, Steve Podrygula.

The motion to close the public hearing; accept the LDO Text amendment as presented on first reading; and direct city staff to develop a resolution or policy stating Minot Park District will be a part of the DRT process was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, Scott Samuelson; nays: John MacMartin, Steve Podrygula.

PUBLIC HEARING: CASE #2026-37 - APPEAL LIECHTY HOMES 5309 ZAHARIA DR

The motion to close the public hearing; uphold the appeal; and direct staff to bring forward a Planned Unit Development was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

The City Council took a recess from 7:25 - 7:33 pm.

CONSENT ITEMS

The motion to approve consent items 6.1-6.6, 6.8-6.9, and 6.11-6.14 with the recommended actions was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES - Approve the minutes of the July 16, 2026, Special City Council meeting; the July 20, 2026, Special City Council meeting; and the July 20, 2026, Regular City Council meeting.

ORDINANCES - Approve the following ordinance on second reading: Ordinance No 6223 - 2026 BA - Dispatch Monitors

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

1. Souris River Longbeards to conduct a raffle on July 30, 2026, at the Pour Farm (201 37th Ave SW).
2. Minot MagiKix Dance Team to conduct a raffle on July 20, 2026, at Corbett Field (1124 E Burdick Exwy).
3. Lure Em 4 Life to conduct a raffle on July 25, 2026, at Corbett Field (1124 E Burdick Exwy).
4. Special Event Permit for Atypical Brewery & Barrelworks (510 Central Ave E).
5. Special Event Permit for the Blue Rider (118 1st Ave SE).
6. Three Special Event Permits for Army's 2.0 (12 3rd St SE).
7. Special Event Permit for Prairie Rose Meadery (3101 39th St S Ste E, Fargo).

BILLS, TRANSFERS, & PAYROLL - Approve the payroll for June 14, 2026, through July 25, 2026, in the amount of \$4,098,112.99 and the July bills in the amount of \$6,863,881.67.

ACKERMAN ESTVOLD	\$20,061.00	90000132	SWANSTON EQUIPMENT COMPANIES	\$64.84	90000142
KELLER PAVING AND LANDSCAPING	\$173,539.66	90000133	U.S. POST OFFICE	\$6,000.00	309792
NAPA AUTO PARTS	\$669.32	90000134	WAGNER CONSTRUCTION	\$339,454.35	90000143
NORTHWEST TIRE AND RETREAD	\$456.78	90000135	AFLAC	\$13,195.77	1E+08
SWANSTON EQUIPMENT COMPANIES	\$540.47	90000136	1 CALL SEPTIC SERVICES, INC	\$16,540.02	309793
TRAFFIC CONTROL CORPORATION	\$3,120.00	90000137	ACME TOOLS	\$244.40	309794
WEX HEALTH, INC	\$19,597.24	1E+08	ALL ELECTRIC, LLC	\$590.00	309795
THE TITLE TEAM	\$96,167.73	242	AMAZON	\$9.49	309796
AAAE	\$165.00	309653	AMERICAN TRUCK & TRAILER, LLC	\$6.30	309797
ADVANCED BUSINESS METHODS	\$1,328.10	309654	AMERICAN WELDING & GAS, INC.	\$4,686.22	309798
ALL AMERICAN TROPHIES	\$2,567.50	309655	ANIMAL EMPOWERMENT LEAGUE, INC.	\$14,641.83	309799
AMERICAN WELDING & GAS, INC.	\$3,710.42	309656	ANTHONY TATMAN	\$100.00	309800
APEX ENGINEERING GROUP	\$247.00	309657	APEX ENGINEERING GROUP	\$99,536.50	309801
APH/AUTO VALUE	\$1,102.35	309658	APH/AUTO VALUE	\$354.86	309802
AQUA-PURE, INC.	\$620.46	309659	AQUA-PURE, INC.	\$1,584.58	309803

AWE ACQUISITION, INC	\$3,880.00	309661	BARR ENGINEERING	\$2,164.00	309804
AXON ENTERPRISE, INC.	\$22,209.18	309662	BECHTOLD PAVING	\$14,779.47	309805
B&G ELECTRIC	\$2,017.98	309663	BETH REIERSON-GILBERTSON	\$472.93	309907
BECHTOLD PAVING	\$252,040.21	309664	CANADIAN PACIFIC RAILWAY COMPANY	\$100.00	309806
BIG STATE INDUSTRIAL SUPPLY, INC.	\$239.52	309665	CENTRAL DAKOTA SPRINKLER	\$88.00	309807
BUTLER MACHINERY CO.	\$821.73	309666	CITY OF MINOT	\$25.00	309884
CAPFIRST EQUIPMENT FINANCE	\$158,860.00	309667	CITY OF MINOT EMPLOYEE RECOGNITION COMMITTEE	\$179.50	309826
CITY OF MINOT	\$75.00	309740	COLLINS ENGINEERS, INC.	\$17,709.00	309808
CITY OF MINOT EMPLOYEE RECOGNITION COMMITTEE	\$174.50	309690	DAKOTA FIRE EXTINGUISHER	\$88.52	309809
COMPUNET, INC.	\$2,979.67	309668	DAKOTA PUMP & CONTROL CO.	\$745.09	309810
CUBIC ITS, INC.	\$771.00	309669	DAKOTA SUPPLY GROUP	\$80.00	309811
DAKOTA FIRE EXTINGUISHER	\$614.35	309670	DECOMM VENTURES, LP	\$4,800.00	309812
DAKOTA FLUID POWER, INC.	\$1,598.79	309671	DENVER CARMONA	\$1,480.16	309813
DAKOTA PUMP & CONTROL CO.	\$1,339.27	309672	DIG IT UP BACKHOE SERVICE	\$98,713.20	309814
DIG IT UP BACKHOE SERVICE	\$6,500.00	309673	ECOLAB PEST ELIMINATION DIVISION	\$756.25	309815
DOMESTIC VIOLENCE CRISIS CENTER	\$1,274.51	309674	EIDE BAILLY LLP	\$23,372.50	309816
DORSEY & WHITNEY	\$8,096.00	309675	ELDORADO NATIONAL - CALIFORNIA	\$605.83	309817
ELDORADO NATIONAL - CALIFORNIA	\$487.02	309676	ELECTRIC PUMP	\$34,627.00	309818
ELECTRO WATCHMAN, INC.	\$1,188.90	309677	Destiny Bickell	\$22.48	309819
Andrew Hess	\$340.00	309678	Jeanne Stein	\$44.38	309820
Cody Miller	\$340.00	309679	Kolbe Bach	\$197.20	309821
Cullen Hall	\$217.60	309680	Krystle Foster	\$47.85	309822
Daniel Gonzales	\$340.00	309681	Melissa Anderson	\$55.83	309823
Jayden Luck	\$340.00	309682	Randi Monley	\$22.61	309824
Marissa Dinsmoore	\$88.40	309683	Valerie Huseth	\$77.07	309825
Michael Connole	\$197.20	309684	ENERBASE	\$54,858.62	309827
Michael Frye	\$379.90	309685	ETSYSTEMS	\$80.00	309828
Samantha West	\$88.40	309686	FACTORY MOTOR PARTS	\$942.69	309829
Taylor Jensen	\$197.20	309687	FIRST DISTRICT HEALTH UNIT	\$27,250.00	309831
Tom Burghardt	\$340.00	309688	FIRST INTERNATIONAL BANK & TRUST	\$682.00	309832
Tom Burghardt	\$217.60	309689	FLOW CONTROL AUTOMATION, INC	\$600.00	309833
ENERBASE	\$38,349.65	309691	G & P COMMERCIAL SALES	\$336.39	309834
ETSYSTEMS	\$845.00	309692	GEFROH ELECTRIC	\$105.00	309835
FACTORY MOTOR PARTS	\$771.20	309693	Andrew Hanretty	\$1,475.00	1421
FIRE EQUIPMENT CO.	\$287.00	309695	Ashley Rebecca Otto	\$750.00	1422
FIRST INTERNATIONAL BANK & TRUST	\$682.00	309696	Brady Golphenec	\$300.00	1423
FLEET PRIDE	\$385.99	309697	Glenn Joe Sabinash	\$260.00	1424
G & P COMMERCIAL SALES	\$2,019.57	309698	Lonnie Clifford Charbonneau	\$200.00	1425
GEFROH ELECTRIC	\$747.50	309699	ND Child Support	\$250.00	1426
Allen Hallock	\$200.00	1415	NDDOT STATE FLEET	\$350.00	1427
Dylan Jeffreys	\$225.00	1416	Robert Gonmon-McConnell	\$200.00	1428
Kaleb Foltyn	\$330.00	1417	Teresa Renae Rydberg	\$225.00	1429
Marlo Ray Mosser	\$225.00	1418	Tessa Nanette Jagoe	\$200.00	1430
Rinat Mouzafarov	\$200.00	1419	Timothy Slorby	\$40.00	1431
Ward County Clerk of Court	\$1,500.00	1420	Ward County Clerk of Court	\$750.00	1432
Betty Lou Werre	(\$25.00)	309700	Ward County Clerk of Court	\$1,500.00	1433
Brake Time Corner Market	\$6.58	309701	Ward County Clerk of Court	\$750.00	1434
Dan Lawson	\$100.00	309702	Bart Oothoudt	\$200.00	309836
Joe Melvin Stenvold Jr	\$150.00	309703	Betty Lou Werre	\$25.00	309837
Katelynn Bowen	\$25.00	309704	Don Malchosc	\$24,610.44	309838
Italo Brandon Camacho	\$25.00	309705	Feist Construction	\$7,272.01	309839
Menards	\$50.00	309706	Grand Oasis Hotel	\$9.73	309840
Pinnacle Gas Station	\$100.00	309707	Jameson P Lesmann	\$25.00	309841
Spark Hotel	\$100.00	309708	Jessica Dean	\$50.00	309842
Target	\$20.00	309709	Joshua Dean	\$50.00	309843
The View	\$939.00	309710	Lindsay Elizabeth Kreger	\$50.00	309844
Verendrye Electric Cooperative	(\$30.00)	309711	Lindsay Elizabeth Kreger	\$50.00	309845
Wal-Mart	\$93.90	309712	Lindsay Elizabeth Kreger	\$50.00	309846
GENERAL TRADING	\$4.20	309713	Lindsay Elizabeth Kreger	\$100.00	309847
GERDAU RECYCLING	\$1,406.47	309714	Lindsay Elizabeth Kreger	\$50.00	309848
GILLIG, LLC	\$628.06	309715	Mary Ann Engebretson	\$500.00	309849
GREAT LAKES CHAPTER AAEE	\$750.00	309718	Meaghan Struckness	\$10.00	309850
GREAT PLAINS TECHNICAL SERVICES	\$4,030.00	309719	Midcontinent Communications	\$10.00	309851
HAWKINS, INC.	\$50,615.74	309720	Ronald Smestad	\$50.00	309852
HR GREEN, INC.	\$52,550.40	309721	Target	\$14.98	309853
IKFYR	\$2,160.00	309726	Verendrye Electric Cooperative	\$30.00	309854
INGRAM LIBRARY SERVICES, LLC	\$2,994.38	309722	GENERAL TRADING	\$22.43	309855
INTERSTATE BATTERY SYSTEM	\$3.52	309723	GOETTLE LAW, PLLC	\$1,834.00	309856
INTERSTATE POWER SYSTEMS	\$230.94	309724	GRAINGER	\$47.36	309857
JOB SERVICES OF NORTH DAKOTA	\$12,897.48	309790	GRANITE SPRINGS CO.	\$265.75	309858
JOHN DEERE FINANCIAL	\$343.75	309716	GRAYMONT WESTERN US INC.	\$102,061.68	309859
JOHNSON CONTROLS BUILDING SOLUTIONS LLC	\$1,246.16	309725	H.A. THOMPSON & SONS, INC.	\$1,722.57	309860
L-TRON CORPORATION	\$410.00	309727	HAIRBALL HAVEN	\$11,429.00	309861
LOCATORS & SUPPLIES	\$482.13	309728	HEATHER KIPPEN, LCSW, PLLC	\$600.00	309862
LOWES PRINTING, INC.	\$450.00	309729	HOUSTON ENGINEERING, INC.	\$169,977.44	309863
LUMACURVE AIRFIELD SIGNS	\$5,123.90	309730	HR GREEN, INC.	\$88,852.10	309864
M & S SHEET METAL, INC.	\$813.00	309731	IKFYR	\$820.00	309869
MIDWEST TAPE	\$513.56	309733	INGRAM LIBRARY SERVICES, LLC	\$4,142.06	309865

MIDWEST VALVE SERVICES, LLC	\$5,585.43	309734	INTERSTATE BATTERY SYSTEM	\$1,630.56	309866
MINOT AREA CHAMBER EDC	\$46,637.50	309732	JACQUELYN ABBOTT	\$632.33	309867
MINOT AREA COUNCIL OF THE ARTS, INC	\$3,333.33	309735	JR CIVIL LLC	\$815,579.92	309868
MINOT AUTO	\$6.81	309736	KIWANIS CLUB OF MINOT	\$150.00	309870
MINOT COMMISSION ON AGING	\$12,875.00	309737	KLJ ENGINEERING, LLC	\$1,699.00	309871
MINOT EMPLOYEE DONATIONS	\$678.63	309738	LANGUAGE LINE SERVICES	\$101.39	309872
MINOT PARK DISTRICT	\$51,766.26	309739	LEARNING OPPORTUNITIES, INC.	\$105.42	309873
MVTL LABORATORIES	\$3,624.00	309741	LINDE GAS & EQUIPMENT INC	\$766.66	309874
ND DEPT OF ENVIRONMENTAL QUALITY	\$70.00	309742	M-B COMPANIES, INC	\$539.24	309875
ND DEPT OF WATER RESOURCES	\$240,360.44	309743	MACQUEEN EMERGENCY GROUP	\$239.56	309876
ND SOLID WASTE & RECYCLING ASSOCIAT	\$325.00	309744	MAIN ELECTRIC CONSTRUCTION	\$135,846.48	309877
NEW VISION SECURITY, LLC	\$387.50	309745	MATERIAL TESTING SERVICES, LLC	\$1,502.55	309878
NORTH PRAIRIE RURAL WATER DISTRICT	\$112.26	309746	MENARDS	\$3.99	309879
NOVA FIRE PROTECTION CO.	\$125.00	309747	MINOT AUTO	\$72.86	309880
NYBAKKEN BODY SHOP	\$5,000.00	309748	MINOT COMMISSION ON AGING	\$12,875.00	309881
OLDCASTLE INFRASTRUCTURE, INC.	\$8,292.72	309749	MINOT EMPLOYEE DONATIONS	\$681.47	309882
OSHKOSH AEROTECH, LLC	\$648.39	309750	MINOT RURAL FIRE DEPT	\$489.31	309883
OVERDRIVE	\$3,147.19	309751	MOWBRAY & SONS	\$3,862.53	309885
PARKLAND USA CORPORATION	\$26,329.95	309694	ND DEPT OF TRANSPORTATION	\$73.37	309886
PEC SOLUTIONS LLC	\$1,001.00	309660	ND DEPT OF TRANSPORTATION	\$200.00	309887
PETERBILT OF FARGO, INC.	\$790.70	309753	ND DEPT OF WATER RESOURCES	\$12,943.14	309888
PHIL SCHULTZ	\$400.00	309774	ND FIREFIGHTER'S ASSOCIATION	\$90.00	309889
PITNEY BOWES, INC.	\$5,000.00	309754	ND FRATERNAL ORDER OF POLICE	\$1,534.50	309890
PROCOLLECT	\$658.95	309755	ND LEAGUE OF CITIES	\$26,843.00	309891
PROTECH INTEGRATIONS, LLC	\$50.00	309756	NDFA	\$100.00	309892
RALPH'S PLUMBING	\$359.20	309757	NDSU DEPT 3130	\$9,731.20	309893
CUTAIAR, MARIE	\$10.00	309758	NEW VISION SECURITY, LLC	\$960.00	309894
HARRIS, RYLEY	\$88.58	309759	NEWMAN TRAFFIC SIGNS	\$4,359.00	309895
HOLT, JONATHAN	\$20.45	309760	NORTH COUNTRY SPORTSWEAR	\$1,183.91	309896
JANSSEN, ASHLEY	\$20.32	309761	NORTHERN TESTING	\$570.00	309897
L GK HOLDINGS LLC	\$55.87	309762	OLSON'S TOWING	\$7,739.35	309898
MILLS, SETH	\$7.28	309763	ONE CALL CONCEPTS, INC.	\$1,081.80	309899
MOSSER, BENNIE	\$22.66	309764	OSHKOSH AEROTECH, LLC	\$2,559.14	309900
REINMUGH, BEN	\$49.85	309765	OSMOSE UTILITIES SERVICES, INC.	\$1,000.00	309901
SLATER, ETHAN	\$3.43	309766	PARKLAND USA CORPORATION	\$25,608.40	309830
SMITH, CHARISE	\$22.06	309767	PINKERTON ANIMAL HOSPITAL, PLLC	\$868.50	309902
THOMPSON, GABRIELLE	\$14.73	309768	PREFERRED CONTROLS CORP	\$930.00	309903
VILLAFABA, CHRISTIAN	\$12.77	309769	PROTECH INTEGRATIONS, LLC	\$128.00	309904
WINCHELL, ANGELA	\$55.87	309770	PSYCHOLOGICAL RESOURCES	\$750.00	309905
ZURCHER, FREDERICK	\$50.00	309771	RICE, KRISTINA	\$2,236.36	309908
SANITATION PRODUCTS	\$1,730.81	309772	RICHARD BREKKE	\$1,764.82	309909
SCHOCKS SAFE AND LOCK SERVICE	\$418.40	309773	RMB ENVIRONMENTAL LABORATORIES	\$965.00	309906
SIGNS TODAY	\$14.00	309775	SANITATION PRODUCTS	\$6,062.82	309910
SOURIS BASIN PLANNING COUNCIL	\$3,332.66	309776	SHORT ELLIOTT HENDRICKSON, INC	\$17,765.00	309911
STRATEGIC NON-MEDICAL SOLUTIONS, LLC	\$10,500.00	309777	SIMRANJIT KAUR	\$1,806.00	309912
TAMMY EGGERS	\$800.00	309778	SMART PLANET SOFTWARE, LLC	\$539.73	309913
TC NURSERY	\$1,840.00	309779	SOURIS BASIN PLANNING COUNCIL	\$1,666.66	309914
THE PENWORTHY COMPANY, LLC	\$425.69	309752	SRF CONSULTING GROUP	\$557.73	309915
TIMOTHY P BROOKS	\$10,422.09	309717	SYSO NORTH DAKOTA, INC	\$1,213.57	309916
TRINITY HEALTH	\$570.07	309780	TACHEL HALVERSON	\$1,008.69	309917
UHL CO.	\$402.00	309781	THATCHER COMPANY	\$14,613.16	309918
UNIVERUS WASTE & RECYCLING INC.	\$2,370.19	309782	THE IRIS COMPANIES	\$591.38	309919
VISIT MINOT	\$25,113.20	309783	TIMMONS GROUP	\$660.00	309920
WALLWORK TRUCK CENTER MINOT	\$1,655.05	309784	TRAPEZE SOFTWARE GROUP INC	\$76.00	309921
WARD COUNTY HIGHWAY DEPT	\$5,378.32	309785	TRAPLINE BEARD OIL, LLC	\$5,000.00	309922
WEST OAKS ANIMAL HOSPITAL	\$187.00	309786	TRINITY HEALTH	\$810.00	309923
WESTLIE FORD	\$743.55	309787	UNITED MAILING SERVICE	\$3,714.78	309924
WESTLIE TRUCK CENTER	\$1,339.13	309788	UNIVERUS WASTE & RECYCLING INC.	\$2,370.19	309925
WSI CLAIM	\$3,199.31	309789	VISIT MINOT	\$34,717.04	309926
EMPOWER TRUST COMPANY, LLC	\$22,784.46	1E+08	WALLWORK TRUCK CENTER MINOT	\$578.08	309927
WELLS FARGO	\$795.31	1E+08	WESTLIE FORD	\$657.64	309928
ACKERMAN ESTVOLD	\$148,844.38	90000138	WESTLIE TRUCK CENTER	\$2,772.97	309929
KELLER PAVING AND LANDSCAPING	\$383,801.60	90000139	WILBUR ELLIS	\$419.28	309930
NAPA AUTO PARTS	\$1,301.05	90000140	Brent Erwin	\$200.00	1435
NORTHWEST TIRE AND RETREAD	\$6,612.59	90000141	Lori Ann Fisher	\$350.00	1436
OAG AVIATION WORLDWIDE, LLC	\$7,119.00	309791	Ward County Clerk of Court	\$750.00	1437
				\$4,423,019.79	

MAYORAL APPOINTMENTS - Confirm the following Mayoral Appointment:

- Katherine Kopp to replace the current member-at-large on the City/County Library Committee.
- Lisa Olson to replace the current MPL Library Board Member Christine Cherry on the City/County Library Committee.

EASTWOOD PARK BRIDGE REHABILITATION ENGINEERING SELECTION (5016) - Select AE2S as the most qualified firm; authorize the City Engineer to negotiate a scope and fee; and authorize the Mayor to sign the contract and task order.

ATF/MPD VIOLENT CRIMES TASKFORCE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES, AND THE CITY OF MINOT – Approve the attached Memorandum of Understanding (MOU) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

FINAL PAY APPLICATION - AIRPORT TAXIWAY C PAVEMENT REHABILITATION AND EDGE LIGHTING REPLACEMENT PROJECT (AIP # 3-38-0037-073-2024) -Approve the final payment of \$179,621.02 to Strata Corporation (Knife River); and authorize the Airport Director to sign off on the final pay application.

CHAPTER 24 PERSONNEL CODE UPDATES ON SECOND READING - PULLED

APPROVAL OF 2027 PASS-THROUGH JUSTICE ASSISTANCE GRANT (JAG) APPLICATION AND SUB-AWARD TO DOMESTIC VIOLENCE CRISIS CENTER (DVCC) - Approve the Edward Byrne JAG application and sub-award to the Domestic Violence Crisis Center and authorize the Mayor to sign the applicable documents.

MEMORANDUM OF UNDERSTANDING BETWEEN MINOT POLICE DEPARTMENT AND MINOT PUBLIC SCHOOL DISTRICT - Approve the Memorandum of Understanding between Minot Public School District and the Minot Police Department and authorize the Mayor to sign the agreement.

NDDOT COST PARTICIPATION AND MAINTENANCE AGREEMENT — 3RD STREET RECONSTRUCTION PROJECT SEGMENT 2 (4826.1) - Approve the CPM agreement with the NDDOT and authorize the Mayor to sign the agreement

SUPERFUND ENVIRONMENTAL COVENANT - AUTHORIZATION TO SIGN - Approve the environmental covenant; authorize the Mayor to sign the document on behalf of the city; permit staff to record the final document against the Superfund site; and mail copies of the environmental covenant to adjoining landowners and publish a notice of the same in the Minot Daily News.

NAWS BIOTA BOBCAT TOOLCAT SOLE SOURCE PROCUREMENT

The motion to approve the sole source bid from Swanston Equipment for the Bobcat Toolcat in the amount of \$79,676.51; and authorize the Mayor and staff to sign applicable documentation was initiated by City Council Member MacMartin, seconded by City Council Member Podrygula and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

ACTION ITEMS

GA TERMINAL HVAC BID AWARD

The motion to approve the award of the bid to Minot Plumbing and Heating in the amount of \$365,000; authorize Mead & Hunt's subcontractor, AE2S, to draft the Owner-Contractor agreement and issue the Notice of Award and Notice to Proceed, and authorize the Mayor and Finance Director to sign the agreements was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

BUDGET AMENDMENT FROM GENERAL FUND CASH RESERVES FOR FINALIZATION OF PATROL FLEET

The motion to approve the proposed budget amendment on first reading was initiated by City Council Member Fuller, seconded by City Council Member MacMartin and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

BUDGET AMENDMENT - ACCEPTANCE OF DONATION FOR MINOT POLICE K9

The motion to accept the donation and approve the budget amendment on first reading was initiated by City Council Member Locken, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

MINOT POLICE DEPARTMENT REMODEL

The motion to approve the full renovation plan (Phases 1–4) and authorize funding as a single-bid project; and authorize the Mayor to execute the agreement with Ackerman-Estvold on behalf of the City and direct Ackerman-Estvold to proceed with

detailed design plan was initiated by City Council Member Podrygula, seconded by City Council Member MacMartin and carried by the following roll call vote: ayes: Mike Blessum; nays: Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson. The motion failed.

GENERAL AVIATION (GA) APRON PAVEMENT MAINTENANCE CONTRACT WITH MEAD & HUNT, INC.

The motion to approve the contract with Mead & Hunt for the design, bid, and construction administration in an amount of \$58,283 and authorize the Mayor and Finance Director to sign the contract was initiated by City Council Member Fuller seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

BUDGET AMENDMENT - ACCEPTANCE OF FY2026 BANFIELD FOUNDATION COMMUNITY CARES (CC) GRANT

The motion to accept the FY2026 Banfield Foundation's CC Grant, approve the proposed budget amendment on first reading, and authorize the Mayor to sign the Terms & Conditions of the grant prerequisites was initiated by City Council Member MacMartin, seconded by City Council Member Locken and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

APPROVAL OF CITY-SUPPORTED PET LICENSE EVENT

The motion to table item until the new fee structure is approved was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PROPERTY DAMAGE SETTLEMENT

The motion to approve the settlement offer and authorize the Mayor and Finance Director to sign the agreement was initiated by City Council Member Fuller, seconded by City Council Member MacMartin and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

BUDGET AMENDMENT - 3RD STREET BRIDGE REPAIRS ENGINEERING CONTRACT AMENDMENT (4873.2)

The motion to approve the contract amendment for Task Order 3; authorize the Mayor to sign the amendment; and approve the budget amendment on first reading was initiated by City Council Member Locken, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

CONTRACT FOR TRINITY HEALTH WAREHOUSE FOR CITY POUND USE

The motion to approve the budget amendment and temporary lease with Trinity Health and authorize the Mayor to sign the lease agreement prior to second reading was initiated by City Council Member Locken, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

ADOPTION OF THE 2027 PRELIMINARY BUDGET AND PAY PLAN

The motion to adopt the 2027 Preliminary Budget and Pay Plan for the City of Minot was initiated by City Council Member Podrygula, seconded by City Council Member Locken and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula; nays: Rob Fuller, Scott Samuelson.

The motion to approve the 2027 Budget Public Hearing dates as Wednesday, September 9, 2026, at 6:00 pm, and Monday, September 21, 2026, at 5:30 pm was initiated by City Council Member Podrygula, seconded by City Council Member Locken and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

PERSONAL APPEARANCES

Billi Gunderson spoke to the City Council about ADA requirements. Lianne Zeltinger discussed the budget, property tax, and quality of life.

MISCELLANEOUS AND DISCUSSION ITEMS

Alderman Samuelson discussed the issues relating to the microphones in the Council Chambers. He would also like it if City staff could look into the MAGIC Fund Guidelines.

ADJOURNMENT

The motion to adjourn the meeting at 9:40 pm was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Eric Locken, John MacMartin, Steve Podrygula, Scott Samuelson; nays: None.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6224

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT RENTALS EXPENDITURES FOR THE EXPANSION OF
THE PATROL FLEET AND APPROVE THE USE OF GENERAL FUND CASH
RESERVES.**

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

- §1: An ordinance amending the 2026 annual budget to increase the police department Rentals expenditures for the expansion of the patrol fleet and approve the use of general fund cash reserves:

10021000-44400		\$22,210
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

August 3, 2026

PASSED SECOND READING:

August 17, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6225

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT CANINE CARE & SUPPLIES EXPENDITURES AND
CONTRIBUTIONS & DONATIONS REVENUE FOR A DONATION RECEIVED.**

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

- §1: Amend the 2026 annual budget to increase the Police Department Canine Care & Supplies expenditures and Contributions & Donations revenue for a donation received:

10021000-46104		\$100
10000000-36400		100

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

PASSED FIRST READING: August 3, 2026

PASSED SECOND READING: August 17, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6226

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT MATERIALS AND SUPPLIES EXPENDITURES AND
CONTRIBUTIONS & DONATIONS REVENUE FOR A GRANT RECEIVED.**

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

- §1: Amend the 2026 annual budget to increase the Police Department Materials and Supplies expenditures and Contributions & Donations revenue for a grant received:

10000000-36400	2026210001	\$1,940
10021000.46101.VACCI	2026210001	1,940

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

PASSED FIRST READING: August 3, 2026

PASSED SECOND READING: August 17, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6227

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
ENGINEERING CAPITAL INFRASTRUCTURE EXPENDITURES FOR THE THIRD
STREET BRIDGE REPAIR PROJECT USING CAPITAL INFRASTRUCTURE
RESERVES.**

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

- §1: Amend the 2026 annual budget to increase the engineering capital infrastructure expenditures for the third street bridge repair project, using capital infrastructure reserves:

41038000-57200	2025380005	\$135,201
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: August 3, 2026

PASSED SECOND READING: August 17, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6228

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT OTHER PROFESSIONAL SERVICES, RENTALS AND
SUPPLIES EXPENDITURES FOR THE TRANSITION OF POUND SERVICES TO
THE TRINITY WAREHOUSE FACILITY AND APPROVE THE USE OF GENERAL
FUND CASH RESERVES.**

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

- §1: An ordinance amending the 2026 annual budget to increase various police department expenditures for the transition of pound services to the Trinity Warehouse and approve the use of general fund cash reserves:

10021000-43300	2026210001	\$2,000
10021000-44400	2026210001	20,200
10021000-46101	2026210001	5,250

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

PASSED FIRST READING:

August 3, 2026

PASSED SECOND READING:

August 17, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO. 6229

AN ORDINANCE REZONING AN UNPLATTED PORTION OF THE SW ¼ SW ¼ LESS ELK HEIGHTS AND ROAD, SECTION 27, TOWNSHIP 155 N, RANGE 83 W, WARD COUNTY, NORTH DAKOTA FROM “R3” MULTIPLE RESIDENCE DISTRICT TO “P” PUBLIC DISTRICT.

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

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

UNPLATTED PORTION OF THE SW ¼ SW ¼ LESS ELK HEIGHTS AND ROAD, SECTION 27, TOWNSHIP 155 N, RANGE 83 W, WARD COUNTY, NORTH DAKOTA

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

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

PASSED FIRST READING:

August 3, 2026

PASSED SECOND READING:

August 17 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO. 6230

AN ORDINANCE REZONING LOT 1 SOUTHEAST RIDGE BUSSINESS PARK FOURTH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA FROM “M1” LIGHT INDUSTRIAL DISTRICT TO “MH” MOBILE HOME DISTRICT AND LOT 2 SOUTHEAST RIDGE BUSSINESS PARK FOURTH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA FROM “MH” MOBILE HOME DISTRICT TO “M1” LIGHT INDUSTRIAL DISTRICT.

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

Section 1. That the property described below is hereby zoned **“MH” Mobile Home District**

LOT 1 SOUTHEAST RIDGE BUSSINESS PARK FOURTH ADDITION TO THE CITY OF MINOT

Section 2. The **“MH” Mobile Home 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. That the property described below is hereby zoned **“M1” Light Industrial District**

LOT 2 SOUTHEAST RIDGE BUSSINESS PARK FOURTH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

Section 4. The **“M1” Light Industrial 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:

August 3, 2026

PASSED SECOND READING:

August 17, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6231

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

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

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

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

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

§ 1 SECTION 2.6-3. LOT, HEIGHT, AREA, AND YARD SETBACK REQUIREMENTS

Table 2.6-3. Lot, Height, Areas, and Yard Setback Requirements (R1 District)	
Dimension	Requirement
Maximum Height of Building	Residential – 35 feet Accessory – 16 feet
Maximum Lot Coverage	40%
Minimum Yard Setbacks	Front – 25 20 feet (see exception below) Front facing platted or proposed arterial/collector street – 40 feet Front with side load garage on interior lot, at least one window to street – 20 15 feet Side (interior lot line) – 6.5 6 feet or 0 feet wherever units are joined Side (corner lot or abutting street) – 25 20 feet Side (facing platted or proposed arterial/collector street) – 40 feet Rear – 20 15 feet Rear – from detached garage parallel to alley – 3 feet
Minimum Lot Dimensions	Depth – 85 feet Width (interior lot) – 65 60 feet Width (corner lot) – 75 feet
Minimum Lot Area	Interior lot – 7,500 6000 square feet Corner lot – 9,500 7500 square feet Extraterritorial Lot with wastewater disposal system approved by First District Health Unit – 2 acres

§ 2 SECTION 2.7-3. LOT, HEIGHT, AREA, AND YARD SETBACK REQUIREMENTS

Table 2.7-3. Lot, Height, Areas, and Yard Setback Requirements (R1S District)	
Dimension	Requirement
Maximum Height of Building	Residential – 35 feet Accessory – 16 feet
Maximum Lot Coverage	40%
Maximum Density	8 dwelling units per acre
Minimum Yard Setbacks	Front – 25 20 feet (see exception below) Front facing platted or proposed arterial/collector street – 40 feet Front with front porch – 20 15 feet Front with side load garage on interior lot, at least one window to street – 20 15 feet Side (interior lot line) – 5 feet or 0 feet wherever units are joined Side (corner lot or abutting street) – 15 feet Side (facing platted or proposed arterial/collector street) – 40 feet Rear – 20 15 feet Rear – from detached garage parallel to alley – 3 feet
Table 2.7-3. Lot, Height, Areas, and Yard Setback Requirements (R1S District)	
Dimension	Requirement
Minimum Lot Dimensions	Depth – 85 feet Width (interior lot) – 60 50 feet Width (corner lot) – 70 65 feet
Minimum Lot Area	Interior lot – 5,000 square feet Corner lot – 7,000 6,500 square feet Refer to Section 42.7-4 to provide lots below 5,000 square foot minimum.

§ 3 SECTION 2.8-3. LOT, HEIGHT, AREA, AND YARD SETBACK REQUIREMENTS

Table 2.8-3. Lot, Height, Area, and Yard Setback Requirements (R2 District)	
Dimension	Requirement
Maximum Height of Building	Residential – 35 feet Accessory – 16 feet
Maximum Lot Coverage	40%
Minimum Yard Setbacks	Front – 25 20 feet Front facing platted or proposed arterial/collector street – 40 feet Front with side load garage on interior lot, at least one window to street – 20 15 feet Side (interior lot line) – 6 5 feet or 0 feet wherever units are joined Side (corner lot or abutting street) – 25 20 feet Side (facing platted or proposed arterial/collector street) – 40 feet Rear – 20 15 feet
Minimum Lot Dimensions – Single Family Detached & Twin Homes	Depth – 85 feet Width (interior lot) – 65 32 feet Width (corner lot) – 75 48 feet
Minimum Lot Dimensions – Townhomes	Width – 30 feet
Minimum Lot Area – Single Family Detached & Twin Homes	Interior lot – 7,500 3,200 square feet Corner lot – 9,500 4,800 square feet Extraterritorial lot with wastewater disposal system approved by First District Health Unit – 2 acres
Minimum Lot Area – Townhomes	3,500 square feet

§ 4 SECTION 3.1-2. SPECIAL DISTRICT-SPECIFIC DEVELOPMENT REGULATIONS

B. ~~R2~~ and RM Districts

The two (2) unit dwelling townhouses permitted in the ~~R2~~ and RM districts shall be constructed so that the two (2) abutting lots taken together, along with the structures erected thereon, meet the height, area and yard requirements imposed by the ~~R2~~ and RM chapters.

§ 5 SECTION 2.9-3. LOT, HEIGHT, AREA, AND YARD SETBACK REQUIREMENTS

Table 2.9-3. Lot, Height, Area, and Yard Setback Requirements (RM District)	
Dimension	Requirement
Maximum Height of Building	Residential – 45 feet Accessory – 16 feet
Maximum Lot Coverage	50%
Minimum Yard Setbacks (Multi Family)	Front – 25 feet Front facing platted or proposed arterial/collector street – 40 feet Side (interior lot line) – 10 feet or 0 feet wherever units are joined Side (corner lot or abutting street) – 25 feet Side (facing platted or proposed arterial/collector street) – 40 feet Rear – 25 feet
Minimum Lot Dimensions	Depth – 85 feet Width (interior lot) – 60 feet Width (corner lot) – 80 feet
Minimum Yard Setbacks (Single Family)	Front – 20 feet (see exception below) Front facing platted or proposed arterial/collector street – 40 feet Front with front porch – 15 feet Front with side load garage on interior lot, at least one window to street – 15 feet Side (interior lot line) – 5 feet or 0 feet wherever units are joined Side (corner lot or abutting street) – 15 feet Side (facing platted or proposed arterial/collector street) – 40 feet Rear – 15 feet Rear – from detached garage parallel to alley – 3 feet
Minimum Lot Area – Single Family Detached	Interior lot – 5,000 square feet Corner lot – 7,000 6,500 square feet
Minimum Lot Area – Duplexes	7,000 square feet
Minimum Lot Area – 3 units and greater	10,000 square feet, with 3,000 additional square feet per unit above 3

§ 6 SECTION 2.11-3. LOT, HEIGHT, AREA, AND YARD SETBACK REQUIREMENTS

Table 2.11-3. Lot, Height, Area, and Yard Setback Requirements (RH District)	
Dimension	Requirement
Maximum Height of Building	Residential – 60 feet Accessory – 16 feet
Maximum Lot Coverage	50%
Minimum Yard Setbacks	Front – 30 feet Front facing platted or proposed arterial/collector street – 40 feet Side (interior lot line) – 10 feet or 0 feet wherever units are joined Side (corner lot or abutting street) – 30 feet Side (facing platted or proposed arterial/collector street) – 40 feet Rear – 25 feet
Minimum Lot Dimensions – Townhome Development	Depth – 100 feet Width – 60 feet Width (corner lot) – 80 feet
Minimum Lot Dimensions – multi-story, multiple family development	Width – 100 feet
Minimum Lot Area – Townhome Development	10,000 square feet (townhomes in R4 District) 10,000 square feet, with 2,000 additional square feet per unit above 4 (townhomes in RH District)
Minimum Lot Area – multi-story, multiple family development	4 acre

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

PASSED FIRST READING: August 3, 2026

PASSED SECOND READING: August 17, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6232

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

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

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

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

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

§ 1 SECTION 7.1-3. MINIMUM LANDSCAPING REQUIRED

~~C. Foundation Plantings~~

- ~~1. Any street-facing façade of the building shall require a linear landscape strip at least four feet (4') in depth across the frontage of the façade. Said landscape strip shall be landscaped as set forth in Section 7.1-4(E), Supplemental Landscaping.~~
- ~~2. Exemptions. Industrial-zoned sites in zoning districts M1 and M2 are exempt from foundation perimeter landscaping unless the use developed on the property is a commercial retail use type.~~

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

PASSED FIRST READING: August 3, 2026

PASSED SECOND READING: August 17, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6233

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

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

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

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

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

§ 1 Chapter 6.2. – Parking Table

Agricultural			
Use-Category	Example-Use Types	Minimum-Requirement	Maximum-Requirement
Agricultural Sales	Livestock Sales	1 space for each 2,000 square foot of land up to the first 8,000 square foot, plus 1 space for each 4,000 square foot up to a parcel of 24,000 square foot, plus 1 space for each 6,000 square foot over 24,000. <i>Half of these spaces shall be able to accommodate tractor trailers and/or truck and trailers.</i>	No Maximum
Animal Services	Veterinary Clinic (Small Animal)	3 per 1,000 SF	4 per 1,000 SF
	Veterinary Clinic (Large Animal)	3 per 1,000 SF <i>Half of these spaces shall be able to accommodate tractor trailers and/or truck and trailers.</i>	4 per 1,000 SF
	Kennels	1.5 per employee	3 per employee
	Stable (Commercial)	2 spaces + (1 space, capable of accommodating both a vehicle and a horse trailer, for every two horse stalls)	No Maximum
	Stable (Private)	NA	
Farming and Ranching	Animal Production	NA	
	Animal Feeding Operation (AFO)	NA	
	Crops and Horticulture	NA	

Housing			
Use Category	Example Use Types	Minimum Requirement	Maximum Requirement
Group Living	Boardinghouse	Refer to requirement for Hotels and Motels	
	Group Home (Up to 6 residents plus staff)	NA	
	Group Home (7-12 residents plus staff)	NA	
	Lodging House	Refer to requirement for	

		Hotels and Motels	
	Fraternity/Sorority	1 space for every 200 square feet of floor area of the fraternity or sorority house, including livable areas of the basement.	1 space for every 150 square feet of floor area of the fraternity or sorority house, including livable areas of the basement.
Multi-family	Apartments (5 units and above)	1 space for each efficiency unit; 1.5 spaces for each 1-bedroom unit; 2 spaces for each 2-bedroom unit; 2.5 spaces for each 3-bedroom unit or larger.	No Maximum
	Duplex (2 units)	2 spaces per unit	No Maximum
	Triplex (3 units)	2 spaces per unit	No Maximum
	Quadplex (4 units)	2 spaces per unit	No Maximum
Single Family	Single-Family Attached (TwinHomes)	2 spaces per unit	No Maximum
	Single -Family Attached (Townhomes)	2 spaces per unit	No Maximum
	Single-Family Detached	2 spaces per unit	No Maximum
Other Housing	Accessory Dwelling Unit	1 space per unit	No Maximum
	Assisted Living Facility	0.5 spaces for each unit	0.5 spaces for each unit plus 1 space for each peak-hour employee
	Nursing Home	1 space per 6 patient beds, plus one space per employee on the largest work shift.	1 space per 3 patient beds, plus one space per employee on the largest work shift.
	Manufactured Home	2 spaces per unit	No Maximum

Public and Private Institutional Uses			
Use Category	Example Use Types	Minimum Requirement	Maximum Requirement
	Banquet/Reception Hall	1 space per 4 patrons at the maximum occupancy load, plus 1 space per employee on the largest work shift.	1 space per 3 patrons at the maximum occupancy load, plus 1 space per employee on the largest work shift.

Civic	Clubs	4 space per 4 patrons at the maximum occupancy load, plus 1 space per employee on the largest work shift.	4 space per 3 patrons at the maximum occupancy load, plus 1 space per employee on the largest work shift.
	Convention Center/Civic Center	4 space per 4 patrons at the maximum occupancy load, plus 1 space per employee on the largest work shift.	4 space per 3 patrons at the maximum occupancy load, plus 1 space per employee on the largest work shift.
	Library	4 space per 4 patrons at the maximum occupancy load, whichever is greater, plus 1 space per employee on the largest work shift.	4 space per 3 patrons at the maximum occupancy load, whichever is greater, plus 1 space per employee on the largest work shift.
	Museum	4 space per 4 patrons at the maximum occupancy load, plus 1 space per employee on the largest work shift.	4 space per 3 patrons at the maximum occupancy load, plus 1 space per employee on the largest work shift.
	Religious/Public Assembly	4 space for each 3 seats (one seat equals 24 inches of row or bench space) in the main assembly room; or 1 space per each 20 square foot in the main assembly room, whichever is greater, plus parking, figured separately for additional gymnasiums, banquet rooms, meeting rooms, offices, and other multi-use spaces.	4 space for each 2.5 seats (one seat equals 24 inches of row or bench space) based on the design capacity in the main assembly area; or 1 space per each 15 square foot in the main assembly room, whichever is greater, plus parking figured separately for additional gymnasiums, banquet rooms, meeting rooms, offices, and other multi-use spaces.
Medical	Hospital	3.5 spaces per bed	5 spaces per bed

Public and Private Institutional Uses Continued			
Use-Category	Example-Use	Minimum Requirement	Maximum Requirement
	Types		
Parks and Open Space	Campground (Tent and RV)	Per site plan and State Department of Health requirements.	
	Columbarium	1 space for each full-time employee	No Maximum
	Cemetery	1 space for each full-time employee	No Maximum
	Golf Course	8 spaces per hole	No Maximum
	Park and Associated Facilities	Per site plan	
Public Services	Administration Offices	2 spaces per 1,000 SF	No Maximum
	Emergency Residential Services	2 spaces per unit	No Maximum
	Detention Facilities	Schedule C	
	Postal Facilities	2 spaces per 1,000 SF	No Maximum
	Public Safety and Emergency	1 space per 1,000 SF	No Maximum
Schools	College and University Facilities	1 space per staff member on the largest shift, plus 1 space per 3 students of the largest class attendance period.	1 space per staff member on the largest shift, plus 1 space per 2 students of the largest class attendance period.
	Portable Classroom	Depends on educational facility type.	
	Educational Facilities (Primary & Secondary)	Primary and Middle - 1 space for each classroom plus 1 for each 100 students of design capacity.	No Maximum
		Secondary - 1 space per staff member on the largest shift, plus 1 space per 2 students of the largest class attendance period.	No Maximum
	Pre-School (Public and Private)	1 space per employee plus one space per 7 children of licensed capacity of facility.	1 space per employee plus one space per 6 children of licensed capacity of the facility.
	Vocational School	1 space per staff member on the largest shift, plus 1 space per 3 students of the largest class attendance period.	1 space per staff member on the largest shift, plus 1 space per 2 students of the largest class attendance period.

Commercial Uses			
Use Category	Example Use	Minimum Requirement	Maximum Requirement
	Types		
Adult Entertainment Center	Adult Bookstore, Adult Cinema, or Adult Entertainment Facility	5 spaces per 1,000 SF	6 spaces per 1,000 SF
Commercial Recreation	Commercial Recreation Indoor- Multipurpose recreational facility or tennis/racquet club	1 space per 1,000 SF	3 spaces per 1,000 SF
	Commercial Recreation Indoor- Fitness club	2 spaces per 1,000 SF	5 spaces per 1,000 SF
	Commercial Recreation Indoor- Bowling Alley	2 spaces per alley, plus additional parking calculated separately for restaurants and other related uses	5 spaces per alley, plus additional parking calculated separately for restaurants and other related uses
	Commercial Recreation Outdoor	Per site plan	
Food and Drink	Brew Pub, Cocktail Lounge, Bar, Winery	0.5 spaces per seat or 12 spaces per 1,000 SF, whichever requires the least spaces.	1 space per seat or 16 spaces per 1,000 SF, whichever requires the least spaces.
	Restaurant (Dine-in Only)	0.5 spaces per seat or 12 spaces per 1,000 SF, whichever requires the least spaces.	1 space per seat or 16 spaces per 1,000 SF, whichever requires the least spaces.
	Restaurant (Drive-thru)	0.5 spaces per seat or 13 spaces per 1,000 SF, whichever requires the least spaces.	4 space per 0.75 seat or 16 spaces per 1,000 SF, whichever requires the least spaces.
Motor Vehicle Uses	Auto Repair	2 spaces per 1,000 SF	No Maximum
	Auto Maintenance, Oil Change Facility	2 spaces per service bay	No Maximum
	Car Wash	2 stacking spaces per service bay	3 stacking spaces per service bay
	Convenience Store/Fuel Station	5 spaces per 1,000 SF	7 spaces per 1,000 SF
	Motor Vehicle Sales (Cars, Boats, RVs, Motorcycles,	2 spaces per 1,000 SF	5 spaces per 1,000 SF

	etc.)		
Commercial Uses (Continued)			
Use Category	Example Use Types	Minimum Requirement	Maximum Requirement
Motor Vehicle Uses	Manufactured Home and Modular Homes Sales Lot	1 space for each 2,000 square feet of land up to the first 8,000 square feet, plus 1 space for each 4,000 square feet up to a parcel of 24,000 square feet, plus 1 space for each 6,000 square feet over 24,000 square feet.	No Maximum
Office	Corporate Offices, Financial Offices, and Institutions, General Offices, Banks	2 spaces per 1,000 SF	5 spaces per 1,000 SF
Parking	Off Street Parking (Commercial)	NA	
	Off Street Parking (Non-Commercial)	NA	
	Parking Structure	NA	
Retail Sales and services (Small)	Clinics, Medical offices, and Pharmacies	2 spaces per 1,000 SF	5 spaces per 1,000 SF
	General Merchandise	2 space per 1,000 SF	4 spaces per 1,000 SF
	Green House/Nursery	2 space per 1,000 SF of retail area	4 spaces per 1,000 SF of retail area
	Laundry Services	3 spaces per 1,000 SF	4 spaces per 1,000 SF
	Limited Food Sales	2 spaces per 1,000 SF	4 spaces per 1,000 SF
	Liquor Stores	2 space per 1,000 SF	3 spaces per 1,000 SF
	Salons	2 spaces per 1,000 SF	4 spaces per 1,000 SF
Retail Sales and Services (Large)	Department Store, Home Improvement Centers	2 spaces per 1,000 SF	4 spaces per 1,000 SF
	Furniture Stores and Showrooms	0.5 space per 1,000 SF	1 spaces per 1,000 SF

Commercial Uses (Continued)			
Use Category	Example Use Types	Minimum Requirement	Maximum Requirement
Retail Sales and Services (Large)	Hotels and Motels	0.75 space per room or suite, plus 1 space per 4 persons to the maximum occupancy load of each public meeting and/or assembly room, plus spaces otherwise required for accessory uses (e.g., restaurants and bars).	4 space per room or suite, plus 1 space per employee on the largest work shift, plus 1 space per 4 persons to the maximum occupancy load of each public meeting and/or assembly room, plus spaces otherwise required for accessory uses (e.g., restaurants and bars).
	Retail Center, Mall, or Shopping Center	3 spaces per 1,000 SF	4 spaces per 1,000 SF
	Supermarket	3 spaces per 1,000 SF	4 spaces per 1,000 SF
	Truck Stops	5 spaces per 1,000 SF, plus spaces otherwise required for accessory uses (e.g., restaurants).	7 spaces per 1,000 SF, plus spaces otherwise required for accessory uses (e.g., restaurants).
Specialty Businesses	Auction Yards	4 space for each 2,000 square feet of land up to the first 8,000 square feet, plus 1 space for each 4,000 square feet up to a parcel of 24,000 square feet, plus 1 space for each 6,000 square feet over 24,000 square feet.	No Maximum
	Funeral Homes	1 space for each 3 seats (one seat equals 24 inches of pew or bench space) in the main assembly room/chapel.	4 space for each 4 seats (one seat equals 24 inches of pew or bench space) in the main assembly room/chapel.
	Crematories (stand alone)	4 space for each employee	1.5 spaces for each employee
	Day Care Centers	4 space per employee per peak shift plus one space per 6 children of licensed capacity of the facility	4 space per employee per peak shift plus one space per 4 children of licensed capacity of the facility

Industrial Uses			
Use Category	Example Use Types	Minimum Requirement	Maximum Requirement
Any Industrial use found in Table 2-2		No Minimum	No Maximum

Miscellaneous Uses			
Use Category	Example Use Types	Minimum Requirement	Maximum Requirement
Accessory Uses	Accessory Barns or Stables	NA	
	Accessory Storage or Garage	NA	
	Home Occupation/Home Based	1 space per dwelling unit (see Section 26-4.E)	No Maximum
	Residential Association	1 space per employee	No Maximum
	Bed and Breakfast	2 spaces for principal dwelling unit, plus 0.75 space per room or suite	2 spaces for principal dwelling unit, plus 1 space per room or suite
	Day Care Center (Home-based)	2 spaces for employees and a loading and unloading zone for a minimum of one 1 vehicle (see Section 26-4.D)	No Maximum
	Outdoor Seating (Restaurant)	Refer to restaurant requirements.	
	Business or Residence-based Rooftop Solar Installation	NA	
Medical Marijuana Production	Medical Marijuana Production Facility	0.75 space per employee per peak shift	1 space per employee per peak shift
Community Infrastructure	Airport and Associated Facilities	Per site plan	
	Utility Facilities	NA	
	Wireless Communication Towers	NA	
	Large Wind Energy Conversion	NA	
	Radio Tower	NA	
	Small Wind Energy Conversion	NA	
	Utility Scale Solar Facilities	NA	
	Transportation Terminal	Schedule C	

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

PASSED FIRST READING: August 3, 2026

PASSED SECOND READING: August 17, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6234

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

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

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

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

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

§ 1 Chapter 2.2. – Table of Uses

Use Category	Example Use Types	AG	RR	R1	R1S	R2	RM	R3C	RH	MH	C1	C2	CBD	M1	M2	OP	T1	T2	P	GMU	Standards Specific to Uses and Districts
Group Living	Boardinghouse					C	C			C											
	Group Home (Up to 6 residents plus staff)	P	P	P	P	P	P	P	P	P	P	P	P						P	P	4.1.4.B.
	Group Home (7+ residents plus staff)		C	C	C	C	C	C	C		P	P	P						P	P	4.1.4.B.
	Lodging House												C								
Multi-family	Fraternity/Sorority						C	C	C				C						C		
	Apartments (5 units and above)						P		P											P	4.1.4.C.
	Duplex (2 units)					P	P		P												
	Triplex (3 units)					P	P		P												
Single Family	Quadruplex (4 units)					P	P		P												
	Single-family Attached (Twin Houses)					P	P		P												
	Single-family Attached (Town Homes)					P	P	P	P												4.1.4.D.
	Single-family Detached	P	P	P	P	P	P			P										P	
Other Housing	Accessory Dwelling Unit	P	C2	C2	C2	C2															4.1.4.E.
	Assisted Living Facility						C	C	P		P		C						C	C	
	Nursing Home						C	C	P		P		C						C	C	
	Manufactured Home	P	P							P											4.1.4.F.

§ 2 SECTION 4.1-4. HOUSING

E. Accessory Dwelling Units

- ~~AG, RR, R1, R1S, and R2~~ All Districts Where Permitted:
 - The accessory dwelling unit must be owned by the owner of the primary dwelling.
 - One on-site parking space shall be provided for the accessory dwelling unit.
 - No more than one (1) accessory dwelling unit is permitted per residential site.
 - Accessory dwelling units must be at least three hundred square feet (300 SF) in area but cannot exceed nine hundred sixty square feet (960 SF): ~~in addition, Total floor~~

area shall not exceed ~~thirty percent (30%)~~ seventy percent (70%) of the living area of the primary dwelling unit. An exception may be granted for a basement apartment that occupies roughly the same area as the primary dwelling unit on the main floor.

- e. If the accessory dwelling unit's primary entrance is not the same as that for the principal dwelling unit, it shall be less visible from the street view of the principal dwelling than the main entrance of the principal dwelling unit, and the accessory dwelling unit's stairways may not be constructed on the front of the principal dwelling unit.
- ~~f. The accessory dwelling unit must be designed and constructed to allow conversion of the accessory dwelling unit back to single family residential space in the future.~~
- f. A limit of one detached accessory dwelling unit shall be permitted on a lot containing a single-family principal residential structure.
- g. The accessory dwelling unit shall be of the same architectural style and constructed of the same materials as the principal dwelling structure.
- h. Accessory dwelling units must be placed on a permanent foundation and cannot be manufactured homes or temporary structures.
- i. An accessory dwelling unit can request a separate address from the primary dwelling.
- j. An accessory dwelling unit must be occupied as a place of residence and not used for a home-based business.

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

PASSED FIRST READING: August 3, 2026

PASSED SECOND READING: August 17, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6235

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

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

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

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

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

§ 1 Chapter 10.2. – Process

SECTION 10.2-1 METHODS OF SUBDIVISION

B. Minor Subdivision

A Minor Subdivision, the process for which is provided in Section 10.2-11, must meet all of the following characteristics to be eligible for consideration of approval:

1. No more than three (3) additional lots are being created;
2. No new public infrastructure required. For clarity of this criterium, individual service lines that connect to the trunk line located within the public right-of-way are not considered public infrastructure;
3. Does not involve lots within more than one zoning district; Exception: when the proposed lot line adjustment encompasses 10% or less of the square feet of the parcel land is being taken from, a minor subdivision plat can be used and existing zoning of both parcels is adjusted with the lot lines.
 - Minor plats applications that also include a zone change application will require a public hearing before the City of Minot Planning Commission with a final report and recommendation to be provided to the City of Minot City Council in compliance with NDCC 40-47-06.
 - The minor plat application with an attached zone change request will be completed only with the passage of the zoning map amendment's approval on second reading by the Minot City Council.

4. Is not one Minor Subdivision Plat in a series of Minor Subdivision Plats proposed for contiguous lots as a way to circumvent the Major Subdivision Plat process;
5. The resulting lot(s) conform(s) to the minimum lot area, width and depth for the zoning district in which the property is located or, if presently non-conforming, will not be furthered in non-conformity upon platting;
6. For lots with existing structures, all setback requirements for the zoning district in which the property is located must be met or, if presently non-conforming, will not be furthered in non-conformity upon platting;
7. Wholly contained within existing platted lot or lot(s); and
8. The Minor Subdivision Plat does not exceed five (5) acres in residential zoning districts within the corporate boundaries of the City of Minot.

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

PASSED FIRST READING: August 3, 2026

PASSED SECOND READING: August 17, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6236

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

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

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

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

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

§ 1 Chapter 2.10. – “R3D” Detached Row Home Residential District

SECTION 2.10-1. GENERAL DESCRIPTION

The “R3D” Detached Row Home Residential District (R3D) is established as a district in which the principal use of the land shall be row home dwellings. R3D falls within the Suburban Residential and Urban Residential Land Use Categories of the City of Minot Comprehensive Plan with a density range of six (6) to twelve (12) dwelling units per acre. R3D parcels should be immediately abutting or across the street from existing single family residential where row homes are more compatible versus multi-story, multiple family developments.

SECTION 2.10-2. USES

All uses allowed in this district, either Permitted, Conditional, Accessory, or Interim, can be found by referencing Table 2.2, Table of Uses. Any regulations applicable to a specific use can be found in Article 4, Standards Specific to Uses and Districts.

SECTION 2.10-3. LOT, HEIGHT, AREA, AND YARD SETBACK REQUIREMENTS

Table 2.10-3. Lot, Height, Area, and Yard Setback Requirements (R3D)	
Dimension	Requirement
Maximum Height of Building	Residential – 35 feet Accessory – 16 feet
Maximum Lot Coverage	50%
Minimum Yard Setbacks	Front – 20 feet Front facing platted or proposed arterial/collector street – 40 feet Front with side load garage on interior lot, at least one window to street – 15 feet Side (interior lot line) – 5 feet wherever units are joined Side (corner lot or abutting street) – 20 feet Side (facing platted or proposed arterial/collector street) – 40 feet Rear – 15 feet
Minimum Lot Dimensions	Width – 32 feet (interior units) Width (corner lot) – 48 feet
Minimum Lot Area	Interior lot – 3,800 square feet

SECTION 2.10-4. MISCELLANEOUS PROVISIONS

A. Detailed Site Development Requirements

Refer to Article 3, Standards General to All Development.

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

PASSED FIRST READING: August 3, 2026

PASSED SECOND READING: August 17, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor



TO: To Whom It May Concern

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

DATE: August 17, 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 calendar raffle from November 1st to November 30th 2026, at Studio X (509 30th Ave NW).**
- 2. ND Grand Chapter OES to conduct a raffle on June 5, 2027 at The Grand Hotel (1505 North Broadway).**
- 3. Nedrose Cardinal Booster Club to conduct raffles and sports pools from August 21, 2026 to February 14, 2027 at Nedrose High School (5705 15th Ave SE).**
- 4. Bel Air PTA to conduct a calendar raffle from November 1st to November 30th, 2026 at Bel Air Elementary (501 25th St NW).**
- 5. Minot FFA Alumni to conduct a raffle on September 26, 2026 at The Spot - canopy (6 2nd St NE).**
- 6. Special Event Permit for Army's 2.0 (12 3rd St SE).**
- 7. Two Special Event Permits for The Spot (6 2nd St NE).**
- 8. Two Special Event Permits for Pointe of View Winery (8413 19th Ave, Burlington).**
- 9. Special Event Permit for On the Rocks (614 3rd St NE).**
- 10. Special Event Permit for 19th Hole (2400 14th Ave SW).**
- 11. Five Special Event Permits for The Blue Rider (118 1st Ave SE).**
- 12. Two Special Event Permits for Sports on Tap (220 S Broadway).**
- 13. Special Event Permit for The Ranger (1218 S Broadway).**

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: Jennifer Eckman, Airport Director

DATE: August 17, 2026

**SUBJECT: RENEWAL OF SNOW REMOVAL OPERATIONS CONTRACT FOR
AIRPORT PAID PARKING LOTS**

I. RECOMMENDED ACTION

It is recommended City Council approve renewal of original contract terms to Double L Loaderworks; and authorize the Mayor and Finance Director to sign any applicable documentation.

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

Double L Loaderworks has been the contracted service provider for snow removal services of the paid parking lots at the Minot International Airport (MOT) since November 1, 2021. The current agreement, dated November 1, 2024, allows for renewal of the contract under the same terms and conditions set forth in the original contract. Double L Loaderworks has indicated a desire to continue with the service agreement under the original terms and conditions.

B. Proposed Project

Renew the contract for snow removal operations of the airport's paid parking lots for an additional term of one year, per the terms and conditions set forth in the original contract. This will provide consistency and familiarity in snow removal operations of the paid parking lots at the airport.

C. Recommendation Detail

The original contract term was for one year. The contract provides the option to renew the contract for an additional one-year term. It is recommended that the original agreement be renewed to provide for consistencies of a critical operation to the airport. A time constraint to consider would be to ensure adequate time is provided for the bid process prior to the winter season should the renewal option not be offered.

IV. IMPACT

A. Service/Delivery Impact:

The renewal of the snow removal service agreement will allow for the continuation of reliable snow removal services. Without utilizing a third-party contractor, the Minot International Airport would be unable to maintain an adequate, or timely, level of snow removal service in the parking lots. This is due to a lack of adequate equipment and staff, particularly when considering the competing priorities of clearing airfield runways, taxiways, aprons, terminal sidewalks, pedestrian walkways, and employee parking lots, some of which have clearance times mandated by the FAA.

B. Fiscal Impact

Snow removal expenses are included in the Airport's annual budget. Because the snow removal contract spans 2026 into 2027, funds have been included in the proposed 2027 budget in the amount of \$60,000.

Project Costs

Third party snow removal - \$60,000

Project Funding

Third party snow removal (44220)

VI. ALTERNATIVES

1. Council could require the Airport to perform snow removal operations of the parking lots with existing levels of equipment and staffing, which would result in a decline in the level of safety for both airside and landside winter operations, as well as the level of customer service for airport users.
2. Council could require the Airport to perform snow removal operations of the parking lots and increase the existing level of equipment and staffing which would enable a level of safety and service to be maintained, but result in a much greater cost to taxpayers than the proposed third-party contract.
3. Council could recommend Airport staff go out for bid for the snow removal operations. This has the potential to delay having a contractor in place in time for the snow season.



1) Recitals

- a) The Parties to this contract (Contract) are the City of Minot, ND (CITY), a municipal corporation located at 10 -3rd St. SW, Minot, ND 58701, and Double L Loaderworks having its principal place of business at 5612 20th Ave N, Norwich, ND 58768 (CONTRACTOR) are also parties to a contract titled Services Agreement, which provided for snow removal services at Minot International Airport and which term was November 1, 2024-May 31, 2025, hereinafter referred to as the "Original Contract."
- b) Whereas, pursuant to Section 1. "Term" of the Original Contract, on October 7, 2025 the City executed its first option to renew the Original Contract for a one-year term, beginning on September 1, 2025, under the same terms and conditions set forth in the Original Contract.
- c) Whereas, the Exhibit A: BID SPECIFICATIONS "General Conditions" indicates three contract extensions are available during the bidding process.
- d) Pursuant to Section 1. "Term" of the Original Contract, the City desires to renew the Original Contract for a second one-year term, beginning on September 1, 2026, under the same terms and conditions set forth in the Original Contract.

2) Agreement

- a) Renewal of Term:
 - i) The term of the Original Contract is hereby extended for one-year, beginning September 1, 2026, and ending August 31, 2027.
- b) Terms and Conditions:
 - i) All terms and conditions of the Original Contract shall remain in full force and effect during this extended term.
- c) Ratification:
 - i) Except as expressly modified by this Extension, all other provisions of the Original Contract remain unchanged and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Extension as of the date last signed below.

City of Minot

By: _____

Mark Jantzer, Mayor

Date: _____

Attest:

By: _____

Title: City Clerk

Date: _____

By: _____

Title: David Lakefield, Finance Director

Date: _____

Double L Loaderworks

By: _____

Lance Lenton, Owner/Operator

Date: _____

Attest:

By: _____

Title:

Date: _____



1) Recitals

- a) The Parties to this contract (Contract) are the City of Minot, ND (CITY), a municipal corporation located at 10 -3rd St. SW, Minot, ND 58701, and Double L Loaderworks having its principal place of business at 5612 20th Ave N, Norwich, ND 58768 (CONTRACTOR) are also parties to a contract titled Services Agreement, which provided for snow removal services at Minot International Airport and which term was November 1, 2024-May 31, 2025, hereinafter referred to as the "Original Contract."
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City of Minot

By: _____

Mark Jantzer, Mayor

Date: _____

Attest:

By: _____

Title: City Clerk

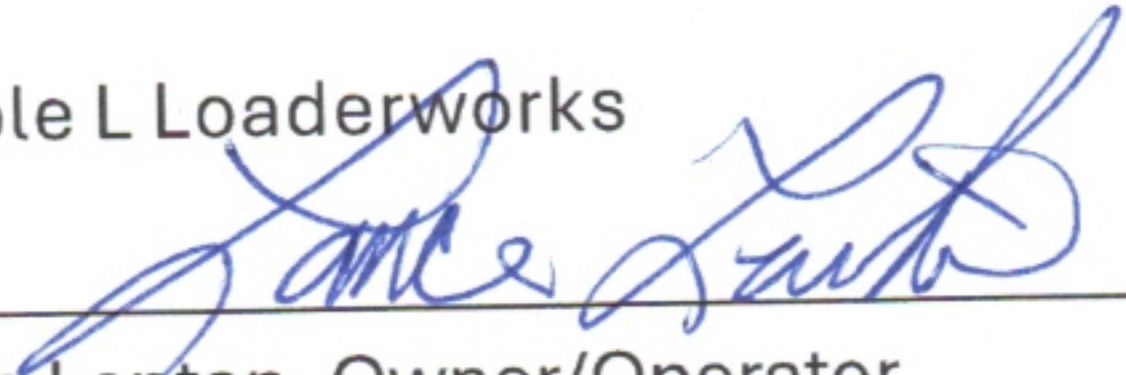
Date: _____

By: _____

Title: David Lakefield, Finance Director

Date: _____

Double L Loaderworks

By:  _____

Lance Lenton, Owner/Operator

Date: 8/5/26 _____

Attest:

By: _____

Title:

Date: _____

SERVICES AGREEMENT

City of Minot and Double L Loaderworks

This Agreement is entered into on this 1st day of November, 2024, by and between the City of Minot (hereinafter “City”) and Double L Loaderworks (hereinafter “Supplier”).

WHEREAS, Supplier has agreed to provide certain snow removal services for the City’s Airport Parking Lots; and

WHEREAS, City has agreed to pay Supplier for the costs of snow removal services.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Term. The term of this Agreement shall be from November 1, 2024 – May 31, 2025. The Agreement may be renewed by written agreement of the Parties.
2. Scope of Services. Supplier agrees to provide the snow removal services to the City at the Minot International Airport in accordance the Bid Specifications “Snow Removal Services for Minot International Airport Parking Lots” document, which is attached and incorporated into this Agreement as EXHIBIT A: BID SPECIFICATIONS (which includes EXHIBIT B – Airport Parking Lots), with the exception that Alternate 1 is not being awarded. Snow removal services for the Employee Parking Lot will be provided by the City of Minot/Minot International Airport staff.
3. Additional Supplier Obligations. Supplier agrees to fully comply with the Federally Mandated Contract Clauses which are attached and incorporated into this Agreement as EXHIBIT C: FEDERALLY MANDATED CLAUSES.
4. Compensation. The City agrees to compensate Supplier for the snow removal services provided in accordance with the fees described in Supplier’s submitted proposal, which is attached and incorporated as EXHIBIT D: SUBMITTED PROPOSAL. Supplier will provide monthly invoices to the City for services rendered no later than the 15th of the month following. Snow measurements will be taken from the National Weather Service website at www.weather.gov.
5. Inspection. Inspection of the parking lots will be conducted by the Supplier before and after snow removal operations to ensure any damage caused during snow removal operations is documented and processed appropriately. Damage will be reported immediately to the City. The City reserves the right to participate in the inspection.
6. Indemnification and Insurance. Supplier agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from providing the services described in this contract. Supplier and its employees must carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in

the amount of \$500,000 per person, \$2,000,000 per occurrence, and property damage in the amount of \$3,000,000 per occurrence. Supplier's employees must also be covered by North Dakota Worker's Compensation. Supplier shall provide City a Certificate of Insurance naming the City as an additional insured, and shall maintain such insurance during the term of this Agreement and any extension agreed to thereafter.

7. Authority to Contract. No part of this Agreement shall be construed to grant to Supplier any authority to contract for, on behalf of, or incur obligations on behalf of the City.

8. Termination.

a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.

b. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Supplier, or any later date stated in the notice:

- i. If Supplier fails to provide services required by this Agreement within the time specified or any extension agreed to by City; or
- ii. If Supplier fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

c. The rights and remedies of City provided in this Section 7 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Supplier: Double L Loaderworks
City of Minot	Name: Lance Lenton
c/o Minot International Airport, Operations and Maintenance Manager	Title: Owner/Operator
P.O. Box 5006	Address 5612 20th Ave N
Minot, ND 58702	City, State Norwich, ND 58768

10. Independent Entity. Supplier is an independent entity under this Agreement and is not a City employee for any purpose.
11. Compliance with Law. Supplier agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Supplier's failure to comply with this section may be deemed a material breach by Supplier entitling the City to terminate in accordance with the Section 7(b) of this Agreement.
12. Compliance with Public Records Laws. Supplier understands that, City must disclose to the public upon request any records it receives from Supplier. Supplier further understand that any records obtained or generated by Supplier under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Supplier agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
13. 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.
15. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
16. 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.
17. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
18. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Supplier shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
19. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for

whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.

20. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
21. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.
22. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties. If no start date is specified in the Term of Agreement, the most recent date of the signatures of the parties shall be deemed the Effective Date.

CITY OF MINOT, NORTH DAKOTA



Tom Ross
Mayor



David Lakefield
Finance Director



Owner/Operator of Supplier

EXHIBIT A: BID SPECIFICATIONS

SNOW REMOVAL SERVICES FOR MINOT INTERNATIONAL AIRPORT PARKING LOTS

Bids will be received by the City Clerk at their office at City Hall until 11:00 AM local time, September 26, 2024 for furnishing Snow Removal Services for the Airport's short-term, long-term, car rental, and employee parking lots, which shall meet the following specifications:

SCOPE

Snow removal services (plowing and/or hauling) will be conducted per the Minot International Airport Snow and Ice Control Plan and coordinated with the Airport Operations and Maintenance Manager.

Mobilization for snow removal services will be according to pre-determined snow accumulation and drift levels and/or at the request of the Airport Operations Manager. Response to the site must be within one hour of the triggering accumulation amount, or request for service.

The Minot International Airport is a 24/7/365 enterprise and expects to remain open and operational in all types of inclement weather. It is the expectation that the snow removal services at the Airport Parking Lots operate under the same assumption, thus ensuring a high priority level of service. It is also to be understood that snow removal services will take place around parked and moving vehicles within the lots.

For the purposes of this bid document, the Airport Parking Lots may include the Airport's short-term, long-term, car rental, and employee parking lots, and related parking lot entrances and exits, as shown in Exhibit A – Airport Parking Lots.

Snow is to be plowed, pushed, or loaded and hauled, to the Airport's designated snow storage areas within the Airport Parking Lots as shown on Exhibit A. Contracted services may also include ice control measures using a combination of Airport pre-approved sand or salt; ice control measures will only be at the request of the Airport and must be approved in advance. Contractor must provide the sand and salt at a mixture of 30% salt to sand.

GENERAL CONDITIONS

It is to be understood that no specified quantities are being bid on and that amounts shown are for estimating and bidding purposes only. There is no guarantee of a certain number of snow events and contractor will be paid per snow removal event based on bid amounts for each snow depth category. Snow Removal Services may be regulated by the Minot International Airport and must be coordinated with the Airport Operations and Maintenance Manager during the contract term.

Bids shall be for the period starting November 1, 2024 and ending approximately May 31, 2025, and shall show a price per each category of snow event along with the total bid price. The Minot International Airport requires firm bids from all bidders. The Airport reserves the right to reject any bid not stating a firm price as not responsive.

The Minot International Airport annually reserves the option of extending the 2024-2025 contract through calendar years 2025, 2026, and 2027. The extension option may be exercised if agreed to by both parties.

- 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 Supplier 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 Supplier will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Supplier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Supplier may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Supplier may request the United States to enter into the 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 Supplier has full responsibility to monitor compliance to the referenced statute or regulation. The Supplier must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Supplier 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). Supplier 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.

TITLE V LIST OF PERTINENT NONDISCRIMINATION ACTS & 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 nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 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 the 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 discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D: SUBMITTED PROPOSAL

**CITY OF MINOT
MINOT INTERNATIONAL AIRPORT
BID PROPOSAL
SNOW REMOVAL SERVICES FOR AIRPORT PARKING
LOTS**

We, the undersigned, hereby propose and agree to furnish the City of Minot with Snow Removal Services for Minot International Airport Parking Lots, including entrances and exits, subject to the specifications as provided by the City of Minot.

Airport Paid Parking Lots to include Short-Term, Long-Term, and Rental Lots, including entrances and exits as marked on Exhibit A.	Depth of Snow per Snow Event	Estimated Number of Snow Events at this Depth (for estimating and bidding purposes only)	Price to Remove and Haul Snow per each Snow Event at this Depth
	Wind Event	4 events	\$ 5500
	2 to 5.99 inches	8 events	\$ 6000
	6 to 11.99 inches	5 events	\$ 9000
	12 to 14.99 inches	2 events	\$ 12000
	15+ inches	1 event	15000
Total Price for Snow Removal Services for Airport Paid Parking Lots for all 20 Snow Events			\$ 154,000
Total Price Above in Words: <i>one hundred fifty four thousand 00</i>			
Total Price for Ice Control (sand/salt) for Airport Paid Parking Lots for all 5 Ice Events			\$ 1500 per event
			\$ 7500 total for 5 events
Total Price Above in Words:			
Total Bid Price for estimated 25 Snow Removal and Ice Control Events			\$ 161,500
Total Price Above in Words: <i>One hundred sixty one thousand five hundred 00</i>			
Alternate 1: Inclusion of Employee Parking Lot Snow Removal		Estimated Number of Snow Events at this Depth	Price to Remove and Haul Snow per each
	<i>wind</i>	4 events	\$ 6000
	<i>2-5.99</i>	8 events	\$ 1000
	<i>6-11.99</i>	5 events	\$ 1250
	<i>12-14.99</i>	2 events	\$ 1500
	<i>15+</i>	1 event	2000
Total Price for Snow Removal Services for Airport Employee Parking Lot for all 20 Snow Events			\$ 21,650
Total Price Above in Words: <i>Twenty one thousand six hundred fifty 00</i>			

[Signature]
Signature

Lance Lenton
Print Name

Double L Loaderworks
Company Name

5612 20th Ave N *Norwich*
Address *ND*

(701) 833-1414
Phone

9/25/24
Date *58768*

SNOW REMOVAL PRIORITY AREAS AND RESPONSIBILITIES

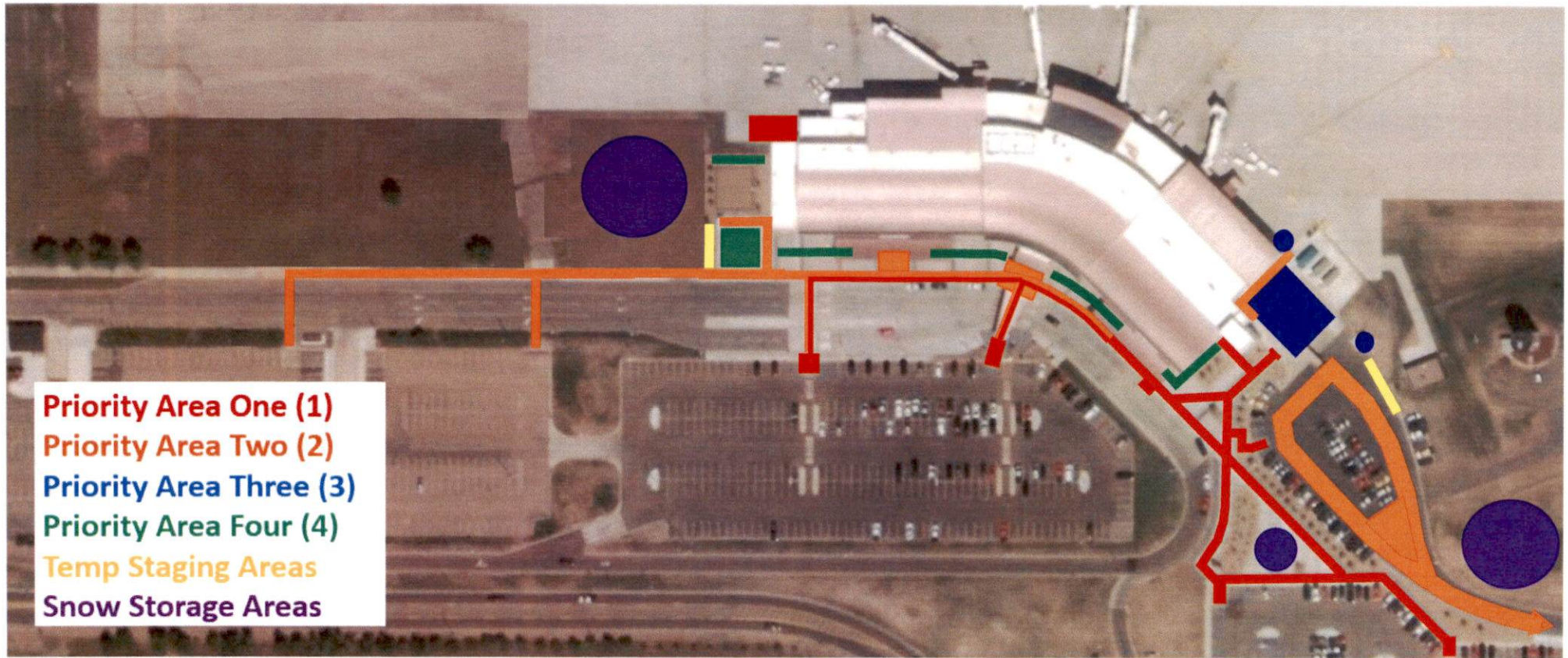
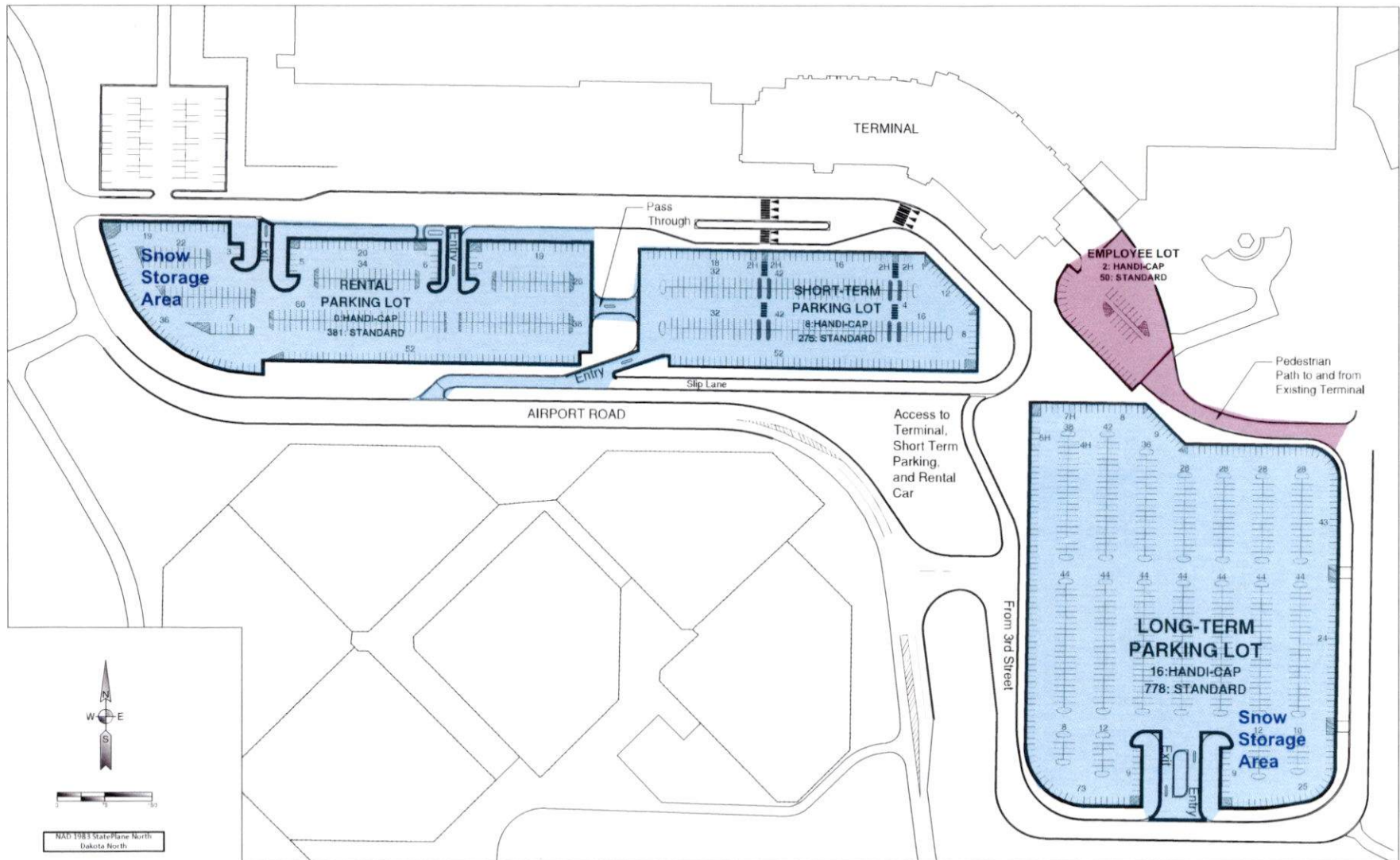


EXHIBIT B - AIRPORT PARKING LOTS

- Base bid
- Alternate 1



Minot International Airport
Parking Lot Facilities

EXHIBIT C: FEDERALLY MANDATED CLAUSES

CIVIL RIGHTS PROVISION

Supplier 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 benefitting from Federal assistance.

This provision binds the Supplier and subtier suppliers 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.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Supplier (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 Supplier, 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 Supplier 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 Supplier 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 Supplier of the Supplier'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 Supplier 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 Supplier is in the exclusive possession of another who fails or refuses to furnish the information, the Supplier 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 Supplier's noncompliance with the Nondiscrimination provisions of this contract, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: August 17, 2026

SUBJECT: STORM SEWER DISTRICT 125 ENGINEERING SELECTION (5015)

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Select HDR as the most qualified consultant;**
- 2. Authorize the City Engineer to negotiate a scope and fee; and**
- 3. Authorize the Mayor to sign the contract and task order(s).**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

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

III. DESCRIPTION

A. Background

Storm Sewer District 125 is a project that will address severe erosion that is happening in a coulee system on the east side of Minot. Several hundred acres of developed and undeveloped land drain through this coulee system and erosion is happening as a result. The project will begin the engineering process to determine alternatives for Council to consider. The first phase of this project is preliminary engineering, which will determine design options that will be presented to the public and Council.

B. Proposed Project

Three firms submitted qualifications to the City and all firms were interviewed by the selection committee. The committee comprised the city engineer, assistant city engineer, storm water program manager, street superintendent, and the mayor. The committee recommended HDR based on their qualifications and presentation.

C. Recommendation Detail

The engineering department selects consultants based on a qualifications-

based selection. After the most qualified firm is selected, a scope and fee is negotiated that fits the project's budget.

IV. IMPACT

A. Service/Delivery Impact:

The project will develop alternatives to address the erosion issues happening within the watershed.

B. Fiscal Impact

Funding for the preliminary engineering was budgeted in the 2026 budget.

Project Costs

As negotiated, up to \$252,000

Project Funding

Storm Sewer Development Funds

VI. ALTERNATIVES

Alternative 1: Council could select a different consulting firm, but a finding will be required to select a different firm.

Alternative 2: Council could decide not to move forward with the preliminary engineering. This will stop the project from starting.



TO: Mayor and Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: August 17, 2026

SUBJECT: 2026 SIDEWALK, CURB & GUTTER - SPECIAL ASSESSMENT (4948)

I. RECOMMENDED ACTION

It is recommended City Council order the construction, rebuilding, or repairing of sidewalks to be performed by the City's contracted Contractor; and assess the construction cost for this sidewalk work against the benefiting properties, as shown in Table 1.

II. DEPARTMENT CONTACT PERSONS

Emily Huettl, Asst. City Engineer, 701-857-4100
Jesse Hoffart, Project Manager, 701-857-4117
Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

In addition to the City's regular maintenance portion of the sidewalk project, this also includes any assessment roll work. For the assessment roll work of the project, Section 40-29-02 of the North Dakota Century Code states that it is the duty of the owner to maintain or construct (where required) sidewalks adjacent to their properties. City Staff have identified properties where the sidewalks are not in compliance with these Codes. In accordance with Section 40-29-03 of the North Dakota Century Code, the Engineering Department has provided notices to property owners to construct, rebuild, or repair sidewalks adjacent to their properties within the city right-of-way. The property owner has the option to:

1. Hire a licensed contractor to apply for a right-of-way permit to perform the work; or
2. Sign a waiver and have the City Contractor repair the sidewalk where the costs will be assessed to the property owner. If the property owner fails to comply with the notice that was sent, Sections 40-29-04 and 40-29-05 of the North Dakota Century Code provides the municipality the power to special assess the properties for the work performed.

B. Proposed Project

In May 2026, in accordance with Section 40-29-03 of the North Dakota Century Code, the Engineering Department sent certified letters to 24 properties providing notice to construct, rebuild, or repair sidewalks adjacent to their property. These property owners were given until August 13, 2027, to perform option 1 or 2 shown above. Of the initial 24 properties, 16 have already chosen option 2.

Table 1 (attached) lists the 16 properties' physical addresses and legal descriptions. The City's contractor will perform the work and the properties will be assessed.

C. Recommendation Detail

This process is intended to keep our sidewalk networks safe and is performed every year.

IV. IMPACT

A. Service/Delivery Impact:

This will improve our existing sidewalk network, which was one of the top concerns of citizens from the Community Survey. This helps keep our sidewalks in safe and working order.

B. Fiscal Impact

The anticipated costs of construction for this work is \$23,891.95. The amount being assessed to each property varies, as they are each paying for their own respective amount of sidewalk work.

Project Funding

The costs of the work will be assessed to the respective properties spread out over ten years.

VI. ALTERNATIVES

Council could choose not to proceed with the work and assessment, and the defective sidewalks would remain.

Record No.	House No.	Street	Quad	Legal Address	Notes
1	1000	3RD AVE	NW	OTTINE ADDITION LOT 11 BLOCK 1	
2	409	20TH ST	NW	GARDEN HOME ADDITION LOT 10 BLOCK 8	
5	23	MAIN ST	S	ORIGINAL MINOT ADDITION FRONT OR WESTERLY 115' LOT 13 BLOCK 2	
6	3	MAIN ST	S	ORIGINAL MINOT ADDITION LOTS 20, 21, 22, 23 & 24 BLOCK 2	
8	2110	5TH AVE	NW	GARDEN HOME ADDITION EAST 1/2 LOTS 13 & 14 BLOCK 2	
9	607	16TH ST	NW	BLAISDELL BIRD ADDITION LOT 8 BLOCK 10	
10	605	19TH ST	NW	BLAISDELL BIRD ADDITION LOT 8 BLOCK 7	
11	920	3RD AVE	NW	OTTINE ADDITION LOT 12 BLOCK 1	
12	921	20TH AVE	SE	SOUTH PARK TERRACE EIGHTH ADDN LOT 2	
13	1908	2ND AVE	NW	GARDEN VALLEY ADDITION LESS EAST 75' LOTS 11 & 12 BLOCK 2	
16	214	8TH ST	SE	EASTWOOD PARK ADDITION LOT 10 BLOCK 5	
17	219	8TH ST	SE	EASTWOOD PARK ADDITION LOT 5 BLOCK 6	
19	21	1ST AVE	SE	PARKER CENTENNIAL CONDO ON POR LOTS 1 THRU 12 BLK 2 ORIG UNIT 1 BLACKSTONE	
21	605	16TH ST	NW	BLAISDELL BIRD ADDITION LOT 7 BLOCK 10	
22	1811	4TH ST	SW	ROOSEVELT HEIGHTS ADDITION MORLEYS R/A OF BLOCK 3 SOUTH 65' OF NORTH 77' LOT 21	
23	30	11TH AVE	NE	LAKEVIEW ADDITION LOT 1 EAST 119' BLOCK 3	



TO: Mayor and Members of the City Council

FROM: Justin Sundheim, Police Captain

DATE: August 17, 2026

SUBJECT: RETIREMENT, SALE AND TRANSFER OF OWNERSHIP OF POLICE DEPARTMENT K9 "CYRUS".

I. RECOMMENDED ACTION

It is recommended City Council approve the retirement and the Sale and Transfer of Ownership of Police K9 "Cyrus"; and authorize the Mayor to sign the Agreement.

II. DEPARTMENT CONTACT PERSONS

Michael Frye, Chief of Police, 701-857-4700

Justin Sundheim, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

Police Officer and K-9 Handler, Kolbe Bach is resigning from his position with the Minot Police Department, effective September 2026. Police K-9 Cyrus has been in service since early 2022 and has been partnered with K9 handler Bach. Cyrus has become socialized with his handler and his retirement will likely happen within the next 2 years, which makes reassignment less cost-effective than pursuing a new K-9 for our department. Therefore, the retirement of Cyrus and transfer of ownership and liability to Kolbe Bach is the most practical decision for the City.

B. Proposed Project

Retire Police K-9 Cyrus from active service and transfer ownership, responsibility, and liability to Kolbe Bach for the sum of \$1, pursuant to the attached sale and waiver of liability agreement and authorize the Mayor to sign the agreement with Kolbe Bach. The department has continued support from the community to assist with supplementation of the unbudgeted replacement of our Police K-9s. Selection of a new handler and purchase of a new K9 is currently ongoing. The department is anticipating a replacement for Cyrus to be operational by the end of 2026.

C. Recommendation Detail

Several factors were weighed before the recommendation. The inherent bond between handler and K9, the feasibility of a new handler having success, and the length of service time left for Cyrus, all played a factor in the recommendation. It is in the best interest of Cyrus, the department, and the K9 program to agree to the retirement, sale and transfer of Cyrus to Kolbe Bach.

IV. IMPACT

A. Service/Delivery Impact:

The transfer of ownership of Cyrus to his handler, Kolbe Bach, will assure Cyrus a safe, comfortable, and familiar home. As his handler, Kolbe is aware of the special requirements of owning a police working dog, and is already equipped to provide the necessary precautions and care of owning a police K-9.

B. Fiscal Impact

The sale and waiver of liability agreement will protect the City from any potential future liability. It will also require that Kolbe Bach accept all financial responsibility for all future costs associated with the ownership of K9 Cyrus.

VI. ALTERNATIVES

1. Retain possession of "Cyrus" and retrain a new handler. This is impractical due to age of Cyrus and length of time to train a new handler.
2. Retain possession of "Cyrus" and have him adopted/sold. This is impractical due to the increased liability of adopting/selling a police working dog to an owner outside his existing handler.

Sale of "Cyrus" and Waiver of Liability Agreement

In consideration of the sum of One Dollar, and the transfer of ownership of a certain canine, "Cyrus" (DOB 11/08/2020), from the City of Minot (City) to Kolbe Bach (Bach), Bach hereby releases and forever discharges the City, its agents, employees, heirs and assigns from any and all claims for injury, disability, loss, or property destruction that may occur to anyone, as a result of contact with or actions by "Cyrus".

Bach accepts full responsibility and also agrees to indemnify and hold harmless the City and its agents, employees, heirs, and assigns, for any alleged injury or damage to any person or property that may occur or be caused by "Cyrus" after the transfer of ownership, which is effective as of the date listed below, including reasonable costs of defending such claims.

The undersigned is fully aware of the nature of the training "Cyrus" received and the nature of the work that "Cyrus" performed during the period of ownership by the City, and understands the need to provide "Cyrus" with suitable shelter and reasonable surroundings in keeping with its training and work experience.

Bach also hereby accepts the following conditions of sale:

1. Bach will not sell or give away "Cyrus", without written approval of the City;
2. Bach will use "Cyrus" only as a pet, but may train "Cyrus" and enter competition;
3. Bach will not use "Cyrus" as a detection, rescue, or service animal in any capacity, without the written approval of the City; and
4. Bach will obtain and maintain in force a Homeowner's or Renter's Insurance Policy, issued by a casualty carrier licensed in this state, in the minimum amounts of \$100,000 per claimant and \$300,000 per incident or event.

The Parties have executed this Agreement on _____ day of _____, 20_____.

Kolbe Bach

Mayor, Mark Jantzer

Witness



TO: Mayor and Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: August 17, 2026

SUBJECT: APPROVE CDBG-NDR SUBSTANTIAL AMENDMENT #10

I. RECOMMENDED ACTION

It is recommended City Council approve the CDBG-NDR substantial amendment #10 and authorize staff to submit it to HUD following the public comment period.

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 is continually working to become a more resilient city. Efforts towards resilience began when the City of Minot was named one of 13 grantees in the National Disaster Resilience (NDR) Competition. Over \$74 million was awarded to the City of Minot to help foster economic and environmental resilience. The City's NDR Program is the springboard to a larger vision of the future of Minot that includes building sustainable economic partnerships, protecting the valley from natural disaster, and building a stronger and more prepared community. Many of the activities in the CDBG-NDR program are coming to the finish line, so an amendment to clean up the action plan for remaining budgeted dollars is required to align the activity budgets with the activity funds expended.

B. Proposed Project

This amendment reassigns the Ecological Restoration in Flood Storage Area activity from the Reduce Flood Risk and Improve Water Management project to the Planning project. Although the activity was closed under Substantial Amendment #9, it must be placed under a Planning project because no accomplishments were realized. The original purpose of this activity was to develop an Ecological Restoration Manual to guide the City of Minot in restoring buyout areas for open space and natural habitat use. As the Grantee is approaching closeout, this amendment also extends the end dates for all open activities to September 30, 2029, aligning them with the grant's period of

performance end date.

C. Recommendation Detail

Staff recommends City Council approve the CDBG-NDR substantial amendment #10 reassigning the activity to the correct bucket to ensure continued compliance with HUD requirements as the City of Minot approaches grant close-out and authorize submission to the U.S. Department of Housing & Urban Development (HUD) following the appropriate public comment period.

IV. IMPACT

A. Service/Delivery Impact:

This amendment ensures the City remains in compliance with HUD regulations and extends the open activity end dates to mirror the grant's period of performance.

B. Fiscal Impact

No fiscal impact related to this item.

VI. ALTERNATIVES

N/A

Grantee: Minot, ND Grant: B-13-MS-38-0002

LOCCS Authorized Amount: \$ 74,340,770.00

Grant Award Amount: \$ 74,340,770.00

Status: Modified - Resubmit When Ready

Estimated PI/RL Funds:

Total Budget: \$ 74,340,770.00

DRGR Action Plan

Substantial Amendment # 10

Summary:

This amendment reassigns the Ecological Restoration in Flood Storage Area activity from the Reduce Flood Risk and Improve Water Management project to the Planning project. Although the activity was closed under Substantial Amendment #9, it must be placed under a Planning project because no accomplishments were realized. The original purpose of this activity was to develop an Ecological Restoration Manual to guide the City of Minot in restoring buyout areas for open space and natural habitat use. As the Grantee is approaching closeout, this amendment also extends the end dates for all open activities to September 30, 2029, aligning them with the grant's period of performance end date.

Capacity and Soundness of Approach:

The Grantee has determined that this amendment does not impact its capacity or soundness of approach in implementing any activities or projects outlined in the Action Plan, nor does it affect the ability to address unmet needs arising from the 2011 Souris River flood.

The Ecological Restoration activity will not be implemented due to insufficient information regarding long-term flood protection efforts. As a result, this activity has been closed.

Benefits and Costs (BCA)

Reassigning this activity to the appropriate Planning project ensures continued compliance with HUD requirements as the Grantee approaches grant closeout. Aligning the activity with a project that accurately reflects its purpose avoids potential administrative findings, supports transparent reporting, and maintains the integrity of the grant's performance metrics. This amendment carries no additional cost to the program. As a result, the Grantee can efficiently finalize remaining tasks and ensure all activities are properly categorized before the grant period of performance ends.

CDBG-NDR Amendment #10 Budget Table				
Project	Activity	Existing Budget	Proposed Reallocation	New Budget Amount
Project 1 – Reduce Flood Risk	Acquisition-related activities	\$21,380,993.00	\$0	\$21,380,993.00
	Ecological Restoration	\$11,003.92	(\$11,003.92)	\$0
	Souris River Decision Tool	\$503,627.50	\$0	\$503,627.50
	TOTAL	\$21,895,624.42	(\$11,003.92)	\$21,884,620.50
Project 2 – Build Resilient Neighborhoods	Multi-Family Affordable Rental	\$26,641,863.66	\$0	\$26,641,863.66
	Single Family Affordable Home	\$6,295,977.50	\$0	\$6,295,977.50
	Family Homeless Shelter	\$4,052,311.34	\$0	\$4,052,311.34
	Affordable Housing Master Plan	\$149,177.50	\$0	\$149,177.50
	TOTAL	\$37,139,330.00	\$0	\$37,139,330.00
Project 3 – Foster Economic Resilience	Center for Technical Education	\$3,467,345.61	\$0	\$3,467,345.61
	Public Facilities Relocation	\$7,526,965.46	\$0	\$7,526,965.46
	TOTAL	\$10,994,311.07	\$0	\$10,994,311.07
Project 4 – Planning	Housing Supply/Demand Study	\$299,005.00	\$0	\$299,005.00
	Economic Resilience Plan	\$179,578.01	\$0	\$179,578.01
	IMPLAN Economic Model	\$99,585.00	\$0	\$99,585.00
	Funding Strategies Plan	\$16,298.00	\$0	\$16,298.00
	Ecological Restoration	\$0	\$11,003.92	\$11,003.92
	TOTAL	\$594,466.01	\$11,003.92	\$605,469.93
Project 5 – Administration		\$3,717,038.50	\$0	\$3,717,038.50
TOTAL GRANT BUDGET		\$74,340,770.00	\$0	\$74,340,770.00

Public Comment is now open for CDBG-NDR Action Plan Substantial Amendment #10. The text of the amendment can be found on the City’s CDBG Page under the NDR Action Plan heading for CDBG-NDR, where it will be separately listed as Substantial Amendment #10. The full Action Plan is available at the same site.

Public comments should be addressed to David Lakefield, Finance Director, either through email at finance@minotnd.gov, or by mail to City of Minot, PO Box 5006, Minot, ND 58702-5006.



TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: August 17, 2026

SUBJECT: LANDFILL LEACHATE FORCEMAIN REROUTE - AWARD OF BID (4999)

I. RECOMMENDED ACTION

It is recommended City Council award the bid for the Landfill Leachate Forcemain Reroute project to the low bidder, Steen Construction, in the amount of \$335,000.00; and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The existing inert waste area of the landfill is expanding to the south-east and will cover a portion of the existing leachate forcemain. This portion of the forcemain will be inaccessible should any repairs be needed.

B. Proposed Project

This project will connect to the existing pump at the same location as the existing forcemain, run south and then east along the south property line to an existing manhole at 30th St. SW. This will make the entire forcemain accessible as the inert waste area expands.

C. Recommendation Detail

On Tuesday, July 28, 2026 at 11:00 AM, bids were opened for this project. Below is a bid tabulation summary that shows the bid comparisons as the relate to the engineer's estimate:

Engineer's Estimate: \$985,799.00

Bidder	Total Bid
Steen Construction	\$335,000.00
Hanson's Excavating	\$398,590.00
Lighthouse Trades	\$477,777.00
Wagner Construction	\$479,055.00

Post Construction	\$483,658.00
Dig It Up Backhoe Service	\$765,675.00

IV. IMPACT

A. Service/Delivery Impact:

This project will provide an accessible leachate forcemain and abandon the existing line that could lead to very costly repairs should any issues arise with it.

B. Fiscal Impact

Project Costs

Contractor's Bid Price \$335,000.00

Project Funding

This project was included in the 2026 budget for \$380,000.00 under Landfill Infrastructure Account No. 13057000-57200.

VI. ALTERNATIVES

City Council could choose not to award the project, which could lead to very costly repairs should this portion of the forcemain have any issues.



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Public Works Utilities Director

DATE: August 17, 2026

**SUBJECT: EASEMENT FOR SRT FIBER CONNECTION TO AERATION POND
BLOWER BUILDING**

I. RECOMMENDED ACTION

It is recommended City Council approve the attached easement for an SRT fiber extension on City property to connect the aeration blower building to SRT's network and authorize the Mayor to sign the easement on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

During a recent council meeting, approval was granted to move forward to transition sewer and storm sewer communications to SRT fiber. As part of that project, SRT has to extend fiber into multiple facilities. Construction at the majority of lift and pump stations only requires extending fiber 20-30 feet, but the aeration blower building is significantly further from SRT's infrastructure.

B. Proposed Project

In order to extend fiber to the aeration blower building, SRT has requested an easement to ensure the line is in a legal location since the line will extend along two lot lines. The line will be away from any existing infrastructure and does not pose any concerns for staff.

C. Recommendation Detail

The easement gives SRT the authority to have the fiber line on City property to supply a service that the City requested.

IV. IMPACT

A. Service/Delivery Impact:

Transitioning to SRT fiber to lift and pump station communications will greatly improve connectivity and reliability.

B. Fiscal Impact

Project Costs

The agreement approved at a recent council meeting waived construction costs to connect city facilities to SRT's network in exchange for a longer term agreement to provide service.

Project Funding

There will be funds available in the 2026 budget to cover these expenses. Future costs will be budgeted accordingly in each department's budget

VI. ALTERNATIVES

N/A



Proposed cable route in red

I give SRT Communications, Inc. permission to construct, operate, inspect, maintain a fiber optic cable and repair its facilities on my property.

Property Owner Signature:

Robert P. Cimino



RIGHT OF WAY EASEMENT

3615 North Broadway
PO Box 2027
Minot, ND 58702-2027

I, (We), City of Minot

Print Landowners Name(s)

do hereby grant SRT Communications, Inc. (SRT) P.O. Box 2027, Minot, North Dakota 58702-2027, easement rights for a term of 99 years on land located in:

Ward

County, State of North Dakota described as:

Township: 155 Range: 82 Section: 27 Location: Outlot 13 of SE¼, Section 27, Township 155,

Range 82, Ward County, North Dakota

This non exclusive easement is for the placement of above and below ground level communication facilities on described property located Five (5) feet on each side of the centerline of the facilities as constructed, either existing or hereafter constructed. SRT shall have the following rights:

- Ingress and egress in a manner which will cause the least practical damage and inconvenience to the owner.
- To construct, operate, inspect, maintain and repair its facilities, and to make changes, alterations, improvements, removals from, to reconstruct, and to construct additional facilities.
- To keep the easement clear of all buildings, structures, or other obstruction.
- To cut, trim and control trees and shrubbery that may interfere with the communications facilities.
- To assign this easement to SRT's wholly owned affiliate or successor in interest. The easement granted herein shall be for the longest period authorized by ND law but in no event shall such period be shortened by any future change in the law.

SRT agrees to the following:

- To compensate the owner for all types of crops damaged by the cooperative during the construction and maintenance of its facilities. Owner means owner(s) of the crop.
- To remove all large rocks brought to the surface during construction of its facilities.
- To replace or compensate the owner for damage to trees, shrubbery and/or gardens caused during construction or maintenance of its facilities.
- To repair all fences crossed during construction and maintenance of its facilities.
- To exercise reasonable care to minimize any damage to Owner's property during construction and maintenance of its facilities.
- f) _____

All facilities installed in said easement will remain the property of SRT Communications, Inc.

Signature(s) and Notarial Acknowledgement(s) on back page.

SIGNED BY OWNER(S):

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____

WITNESS:

_____ Date: _____

State of _____

County of _____

On this _____ day of _____, 20____, Personally appeared before me: (proved to me on the basis of satisfactory evidence or personally known to me) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

Notary Public

My Commission Expires: _____

State of _____

County of _____

On this _____ day of _____, 20____, Personally appeared before me: (proved to me on the basis of satisfactory evidence or personally known to me) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

Notary Public

My Commission Expires: _____



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Public Works Utilities Director

DATE: August 17, 2026

**SUBJECT: APPROVE VEHICLE PURCHASES FOR THE BIOTA WATER
TREATMENT PLANT UTILIZING THE STATE BID CONTRACT**

I. RECOMMENDED ACTION

It is recommended City Council approve the purchase of a Dodge Durango, two GMC 1/2-ton pickups and a Ford F-250 from Nelson Auto utilizing the state bid process.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The Biota Water Treatment Plant is nearing completion and requires dedicated vehicles to support transportation, operations, maintenance, and site management. The request is to purchase an SUV, two 1/2-ton pickups and a 3/4-ton pickup. The SUV and 1/2-ton pickup will be used for staff transport and general operational duties. A second 1/2-ton pickup will be assigned to the Plant Foreman. The 3/4-ton pickup will be used onsite for snow removal, equipment hauling, and daily plant operations.

B. Proposed Project

The Biota Water Plant will be utilizing the piggyback purchasing process by purchasing off the state bid with Nelson Auto. Piggyback purchasing allows an entity to use an existing contract established by another entity, often leading to cost savings and efficiency in public procurement.

C. Recommendation Detail

The state bid was awarded to Nelson Auto and confirmed by the City Fleet Manager. The City Fleet Manager had a verbal conversation with a local dealership to provide an opportunity for local consideration.

IV. IMPACT

A. Service/Delivery Impact:

If these vehicles are not purchased, staff would be required to share existing Minot WTP vehicles between the two facilities. This would create inefficiencies, reduce operational readiness, and increase wear on the Minot WTP fleet. Approval of this request ensures Biota WTP staff have dedicated vehicles needed to operate independently without affecting Minot WTP operations.

B. Fiscal Impact

Project Costs

SUV (Dodge Durango)	\$40,502.00
(2) 1/2-ton pickup (GMC 1500 Crew Cab)	\$45,563.20
3/4-ton pickup (Ford F-250 Crew Cab)	\$49,066.00
Total	\$180,694.40

Project Funding

Funding was budgeted for 2026, and a transfer of \$350,000 to capital equipment was previously approved by Council. All costs will be reimbursed by the Department of Water Resources through an agreement with the Bureau of Reclamation.

VI. ALTERNATIVES

City Council could elect not to approve the purchase. In that case, City of Minot staff would not have the vehicles needed to travel to and operate the Biota WTP in Max, ND, resulting in reduced operational efficiency and potential delays at both facilities.



FLEET DEPARTMENT
2228 COLLEGE WAY, PO Box 338
FERGUS FALLS, MN 56538-0338
PHONE: 218-998-8827
TOLL FREE: 800-477-3013 EXT. 8827
jpatelski@NELSONFLEET.COM

VEHICLE QUOTE NUMBER Minot SSP13-2

Sold To: City of Minot
Attn: Justin Seifert
Address: 900 16th St SW
Minot, ND 58701

Date: 7/21/2026
Phone: 701-857-4761
FAX:
Salesperson: Jessica Patelski
Key Code: 0

Stock No:	Year	Make	Model	New/Used	Vehicle ID Number
Minot SSP13-2	2027	Dodge Durango	AWD GT SUV Color: White/Black Cloth	New	

Price of Vehicle: *Per ND Spec: SSP13-2* \$40,652.00

Options & Extras: (\$150.00)

Remove AHX Trailer Tow Group IV	(\$1,076.00)
Add AAW Mopar All Wather Package	\$446.00
Dealer Installed Engine Block Heater	\$480.00

Delivery Included

Subtotal: \$40,502.00

Trade - In:

Total Cash Price: **\$40,502.00**

Terms: Net 30 days

Your Purchase Order # 0 **Project #** IFB 110.7-25-090

Thanks for your business!

Ship To / Lessee / End User: City of Minot
Attn: Justin Seifert
Water Treatment Plant
Address: 900 16th St SW
Minot, ND 58701

FAX:
Phone: 701-857-4761
email: justin.seifert@minotnd.gov

Signed:

Printed Name:

Date:



Fleet Department
2228 College Way, PO Box 338
Fergus Falls, MN 56538-0338
Phone: 218-998-8865
Toll Free: 800-477-3013 Ext. 8865
mlarson@nelsonfleet.com

VEHICLE QUOTE NUMBER Minot TK10743

Sold To: City of Minot
Attn: Justin Seifert
Address: 0
Minot, ND

Date: 7/20/2026
Phone: 0
FAX:
Salesperson: Jessica Patelski
Key Code:

Stock No:	Year	Make	Model	New/Used	Vehicle ID Number
Minot TK10	2026	GMC	Sierra 1500 4WD Crew Cab	New	
			Color: White		

Price of Vehicle: \$50,195.00

Includes All Standard Equipment, Plus; \$3,268.20

A2X Seat Adjuster, Driver 10-Way Power	\$255.20
C49 Defogger, Rear-Window Electric	\$198.00
K05 Engine Block Heater	\$88.00
K14 Power Outlet, Interior Power Outlet, 120-Volt	\$198.00
L84 Engine, 5.3L EcoTec3 V8	\$1,403.60
RC5 Tires, LT265/70R17C All-Terrain, Blackwall	\$347.60
Z82 Trailing Package	\$347.60
ZLQ Fleet Convenience Package	\$255.20
Dealer Installed Front & Rear Rubber Floor Mats	\$175.00

2026 ORDER CUT OFF IS MID-AUGUST

Please note that order acceptance is subject to manufacturer's schedules. Due to current conditions production is not guaranteed and if cancelled, it will not be price protected.

Less Contract Discount -\$7,900.00

Quote Does Not Include Tax or Registration

Subtotal: \$45,563.20

Trade - In:

Total Cash Price: **\$45,563.20**

Your Purchase Order #	0	Project #	Contract # 26.02 VHL
Priority			

Thanks for your business!

Ship To / Lessee / End User: City of Minot
Attn: Justin Seifert
Water Treatment Plant
Address:
Order Approved by:

FAX:
Phone:
email: justin.seifert@minotnd.gov

Signed: _____ Title _____

Printed Name: _____ and Date: _____



Fleet Department
2228 College Way, PO Box 338
Fergus Falls, MN 56538-0338
Phone: 218-998-8827
Toll Free: 800-477-3013 Ext. 8827
ipatelski@nelsonfleet.com

VEHICLE	QUOTE	NUMBER	Minot Water W2B
Sold To: City of Minot Attn: Justin Seifert Address: 0 Minot, ND		Date: 7/20/2026 Phone: 0 FAX: Salesperson: Jessica Patelski Key Code:	
Stock No: Minot Water W2B	Year 2027	Make Ford F-250	Model 4x4 Crew Cab XL 6.75' Box Color: Oxford White/Dark Slate Cloth
New/Used New	Vehicle ID Number		
Price of Vehicle:			\$55,785.00
Includes All Standard Equipment, Plus;			\$1,781.00
1S Medium Dark Slate, Cloth 40/20/40 Split Bench Seat			\$286.00
TBM Tires: LT245/75R17E BSW A/T			\$150.00
X3E Electronic-Locking w/3.73 Axle Ratio			\$392.00
41H Engine Block Heater			\$228.00
435 Power-Sliding Rear-Window w/Defrost			\$459.00
924 Privacy Glass			\$91.00
Dealer Installed Front & Rear Rubber Floor mats			\$175.00
Please note that order acceptance is subject to manufacturer's schedules. Due to current conditions production is not guaranteed and if cancelled, it will not be price protected.			
Less Contract Discount			-\$8,500.00
Quote Does Not Include Tax or Registration			
Subtotal:			\$49,066.00
Trade - In:			
Total Cash Price:			\$49,066.00

Your Purchase Order # **Project #** **Contract # 26.02 VHL**

Thanks for your business!

Ship To: Phone:
Attn: email:

Address:

Signed:

Printed Name: Date:

Insurance Company:

Policy Number: Exp. Date:



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Operations Director

DATE: August 17, 2026

SUBJECT: APPROVAL FOR ENBRIDGE 2014 CHEVROLET 1/2 TON PICKUP DONATION

I. RECOMMENDED ACTION

It is recommended City Council approve the acceptance of the donated vehicle; and authorize staff and the Mayor to sign any applicable documentation associated with the donation acceptance.

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Operations Director, 701-857-4112

III. DESCRIPTION

A. Background

Public Works Operations Staff was provided with an opportunity from Enbridge relating to acceptance of a 2014 Chevy 1/2 ton pickup donation. The current blue book value is in the \$12,000 range. Fleet Staff conducted a vehicle inspection ensuring the equipment is in serviceable condition. Current mileage is at ~93,000 miles. The vehicle has been well maintained and is being considered as an alternative option for one of the vehicles identified as a general fund department procurement replacement requirement on the 2027 recommended fleet replacement list. This could reduce the 2027 fleet procurements for the General Fund departments by ~\$50,000.

B. Proposed Project

Accept donation of the 2014 Chevy 1/2 ton pickup truck (Extended cab).

C. Recommendation Detail

The recommendation is based on no cost, no risk to the City while providing cost-saving capabilities to the overall fleet program.

IV. IMPACT

A. Service/Delivery Impact:

Acceptance of this vehicle will reduce the overall cost associated with future procurements of Fleet equipment for a General or Enterprise Fund department.

B. Fiscal Impact

The City will add this vehicle to insurance for a nominal annual premium.

VI. ALTERNATIVES

Council could elect to not accept the donation, which would not affect staff operations.



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Public Works Utilities Director

DATE: August 17, 2026

SUBJECT: RECYCLING TRANSPORT RENEWAL AND PROPOSAL TO SELF-PERFORM HAULING

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the contract amendment and renewal for recycling transport services;**
- 2. Authorize staff to proceed with the purchase of a truck to self-perform recycling transport;**
- 3. Authorize staff to forego sealed bidding requirements for a purchase over \$50,000 and allow staff to get quotes for used trucks in the area; and**
- 4. Authorize the Mayor and Finance Director to sign the amendment.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768
Josh Kraft, Sanitation/Landfill Superintendent, 701-857-4144

III. DESCRIPTION

A. Background

City Council accepted the proposal and entered into a contract with Recycling Center of ND, LLC located in Jamestown, ND. The previous contract required the recyclable material to be transported to Shakopee, MN, which is round trip just over 650 additional miles. The current third party hauler has agreed to a contract renewal of an additional year to allow staff to review information to self-perform and make necessary purchases if approved.

B. Proposed Project

Under the extension, the current hauler has agreed to a fee of \$1,175 per trip plus fuel, in addition to a maximum load limit of 18 tons. With the significant reduction in hauling distance, staff has analyzed the possibility of self-performing the transport of materials to reduce costs. Staff has determined this

would be possible utilizing existing staff with minimal overtime expected, along with the purchase of a truck. The analysis of the financial considerations is contained in the attached memo. Utilizing a third party hauler will cost about \$94,575 annually, while self-performing transport would cost an estimated \$45,095 annually. This equates to a cost of about \$8.31 per loaded mile for contracted hauling versus about \$3.92 per loaded mile.

C. Recommendation Detail

The largest expense for the recycling program is the cost of hauling material to a sorting facility. The shorter distance to Jamestown greatly reduces that cost and self-performing reduces it even further.

IV. IMPACT

A. Service/Delivery Impact:

Self-performing hauling operations will greatly reduce costs to transport recycling to the sorting center. City ownership of this operation also improves operational flexibility and provides better control over transport scheduling.

B. Fiscal Impact

Project Costs

Costs for the contract renewal

\$1175/trip plus fuel (65 trips) = \$95,575/year

Costs to self-perform trucking

Used Truck w/ wet kit	\$70,000
Insurance	\$1,845/year
Warranty	\$4,500

Project Funding

There is money in the landfill budget to cover the cost of the contract renewal.

With the purchase of the air curtain burner last year, the landfill won't need to contract to grind trees. Those funds would be reallocated to make the purchase of the truck and associated equipment.

VI. ALTERNATIVES

Council for elect to approve the contract renewal but reject the purchase of the truck. In that case, a third party would continue hauling recycling, but at a higher cost compared to the City doing it.

This quote was sent to you by:



SELLER INFORMATION

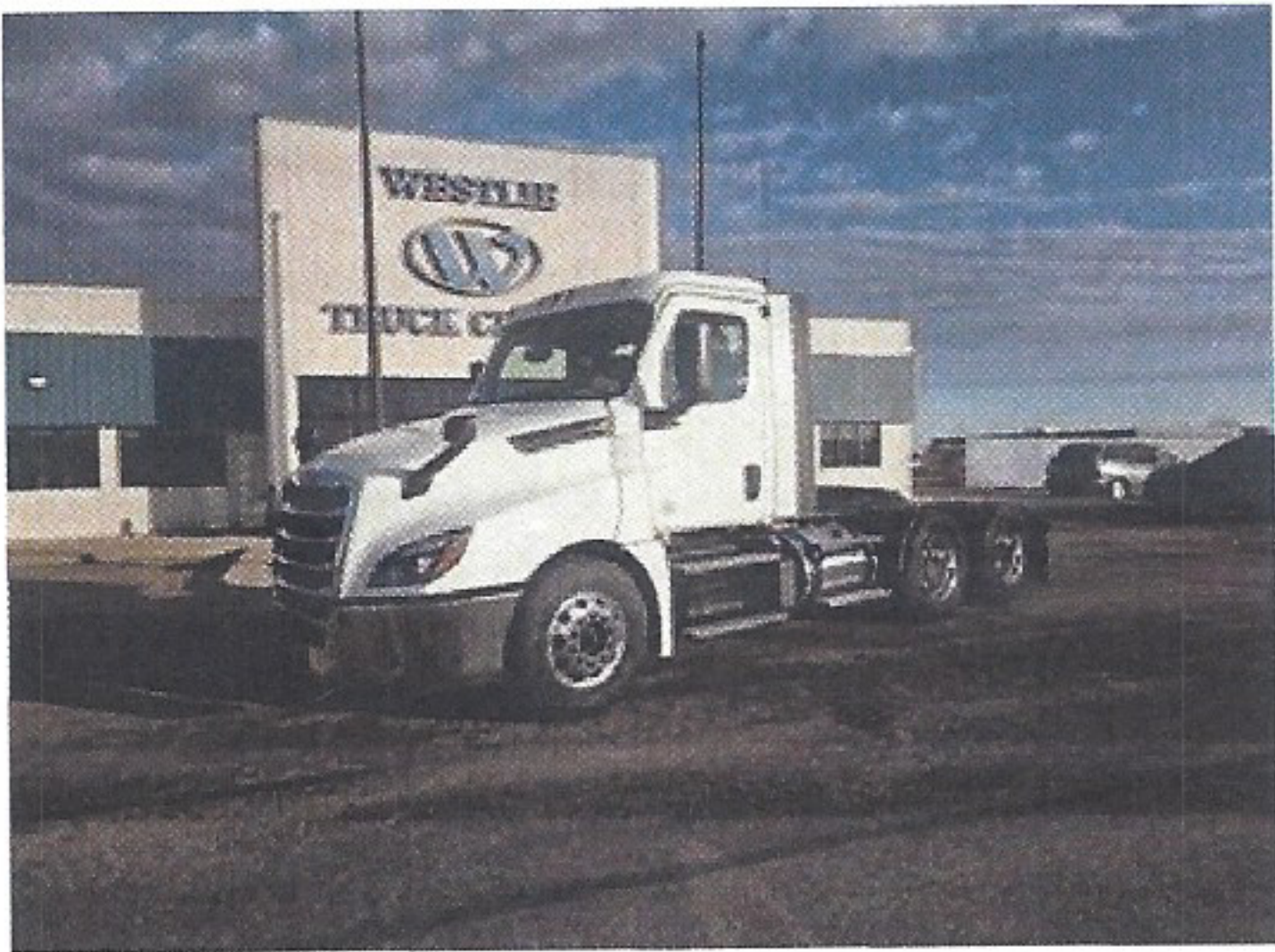
Bob Miller
WESTLIE TRUCK CENTER
1401 20th Ave SE
Minot ND 58701-6028 USA
(701) 857-1617

CUSTOMER INFORMATION

Prepared On: 07/01/2026

TOTAL PRICE: \$ 49,900.00 USD

Quote for 2020 FREIGHTLINER CASCADIA 126 9880UA



DESCRIPTION

Description:
90 Day Warranty Included. DOT'd Nice Clean Southern Truck with 505HP/1850TQ. Handles alot more weight than the 450HP line of products. Relative Compression Test available, DDEC reports available. Extended warranty available beyond 90 day. Many Parameters change to work better in the North.

SPECIFICATIONS

2020 FREIGHTLINER CASCADIA 126 9880UA
Condition: Used
A/C Condition: Good
A/C: Yes
Number of Rear Axles: Tandem
Axle Configuration: Set Back Axle
Brake System Type: Drum
Color: White
Cruise Control: Yes

TOTAL QUOTE

List Price: \$ 49,900.00

Quoted Price: \$ 49,900.00

Shipping: \$ 0.00

Tax: \$ 0.00

Total: \$ 49,900.00

This quote was sent to you by:



SELLER INFORMATION

Bob Miller
WESTLIE TRUCK CENTER
1401 20th Ave SE
Minot ND 58701-6028 USA
(701) 857-1617

CUSTOMER INFORMATION

Prepared On: 07/01/2026
TOTAL PRICE: \$ 64,900.00 USD

Quote for 2021 FREIGHTLINER CASCADIA 126 9924UA



Ratio: 3.08
Rear Axle Weight: 40000 lb
Suspension: Air Ride
Tire % Remaining: 95
Tires: LoPro 22.5
Transmission Manufacturer: DETROIT
Transmission: Automated
Transmission Type: Detroit DT12
Wheelbase: 188 in
Wheels: Aluminum
Stock Number: 9924UA
Serial Number: 3AKJHLDV2MSMG1251
Year: 2021

PRICING INFORMATION

Quoted Price:	\$ 64,900.00
List Price:	\$ 64,900.00
Shipping:	\$ 0.00
Quantity:	1

Item Total: \$ 64,900.00

TOTAL QUOTE

List Price:	\$ 64,900.00
Quoted Price:	\$ 64,900.00
Shipping:	\$ 0.00
Tax:	\$ 0.00
Total:	\$ 64,900.00

This quote was sent to you by:



SELLER INFORMATION

Bob Miller
WESTLIE TRUCK CENTER
1401 20th Ave SE
Minot ND 58701-6028 USA
(701) 857-1617

CUSTOMER INFORMATION

Prepared On: 07/01/2026
TOTAL PRICE: \$ 159,900.00 USD

Quote for 2027 FREIGHTLINER CASCADIA 126 9R96



Overdrive: Yes

Power Locks: Yes

Power Steering: Yes

Power Windows: Both

Ratio: 3.23

Rear Axle Weight: 40000 lb

Seats Upholstery: Leather

Suspension: AirLiner

Tilt/Telescope: Yes

Tire % Remaining: 100

Tires: 11R22.5

Transmission Manufacturer: DETROIT

Transmission: Automated

Transmission Type: Detroit DT12

Wheelbase: 245 in

Wheels: All Aluminum

Stock Number: 9R96

Serial Number: 1FUNHLDV4VLXB0664

Year: 2027

PRICING INFORMATION

Quoted Price: \$ 159,900.00

List Price: \$ 0.00

Shipping: \$ 0.00

Quantity: 1

Item Total: \$ 159,900.00

ELITE Truck Protection Plan FOR VOCATIONAL VEHICLES

Rates as of September 1, 2023
RETAIL

Protect The Trucks Your Customers Depend On!



VALUE PACK™ COMPREHENSIVE COVERAGE

Includes: Engine, Critical Components (turbos, fuel injectors, fuel pump, water pump, ECM and more), and Aftertreatment. See back for covered components.

COVERAGE BENEFITS

- Premium 2000 offers the industries' most comprehensive equipment protection plan that pays for repairs when covered equipment fails.
- Premium 2000 is the #1 equipment coverage provider in North America.
- Get access to over 5,000 certified repair facilities in the US and Canada.
- Premium 2000 experienced professionals manage all claims so repairs can be diagnosed and made as quickly as possible to get you back on the road.

VEHICLE ELIGIBILITY

- Class 8 model year up to 10 years including the current calendar year.
- Start miles <400K miles; program expires at 550K total miles.
- Start engine hours <20,000; program expires at 25,000 engine hours.
- Rear apparatus is not covered by this program. Specific programs available for custom body applications like boom, digger, refuse, and rear apparatus.

12 Months / 25,000 Miles

Model Yrs 2019-newer
Starting Miles

<200K
\$5,199

Model Yrs 2017-2018
Starting Miles

<300K
\$5,499

Model Yrs 2014-2016
Starting Miles

<400K
\$5,899

12 Months / 50,000 Miles

Model Yrs 2019-newer
Starting Miles

<200K
\$5,499

Model Yrs 2017-2018
Starting Miles

<300K
\$5,799

Model Yrs 2014-2016
Starting Miles

<400K
\$6,099

24 Months / 50,000 Miles

Model Yrs 2019-newer
Starting Miles

<200K
\$7,099

Model Yrs 2017-2018
Starting Miles

<300K
\$7,499

Model Yrs 2014-2016
Starting Miles

<400K
\$7,899

24 Months / 100,000 Miles

Model Yrs 2019-newer
Starting Miles

<200K
\$7,399

Model Yrs 2017-2018
Starting Miles

<300K
\$7,699

Model Yrs 2014-2016
Starting Miles

<400K
\$8,199

36 Months / 75,000 Miles

Model Yrs 2019-newer
Starting Miles

<200K
\$8,899

Model Yrs 2017-2018
Starting Miles

<300K
\$9,499

Model Yrs 2014-2016
Starting Miles

<400K
\$10,199

36 Months / 150,000 Miles

Model Yrs 2019-newer
Starting Miles

<200K
\$9,299

Model Yrs 2017-2018
Starting Miles

<300K
\$9,899

Model Yrs 2014-2016
Starting Miles

<400K
\$10,699

High Mileage Surcharges

>200k Start Miles + \$600

>300k Start Miles + \$600

>400k Start Miles + \$700

Additional Coverage Options

Comfort Package®
(must match program term)

12 Months
\$599

24 Months
\$899

36 Months
\$1,099

**Transmission &
Rear Differential**

12 Months
\$599

24 Months
\$799

36 Months
\$999

\$350 deductible per occurrence

NEW

Electronix Package™

12 Months
\$599

24 Months
\$799

36 Months
\$999

877-950-3200

claims@ntpc.com

premium2000.com

Rates as of September 1, 2023

See contract for all details.
See back for coverage summary.



ELITE AGRICULTURE FARM EQUIPMENT PROTECTION PROGRAM

Effective 2/1/2024

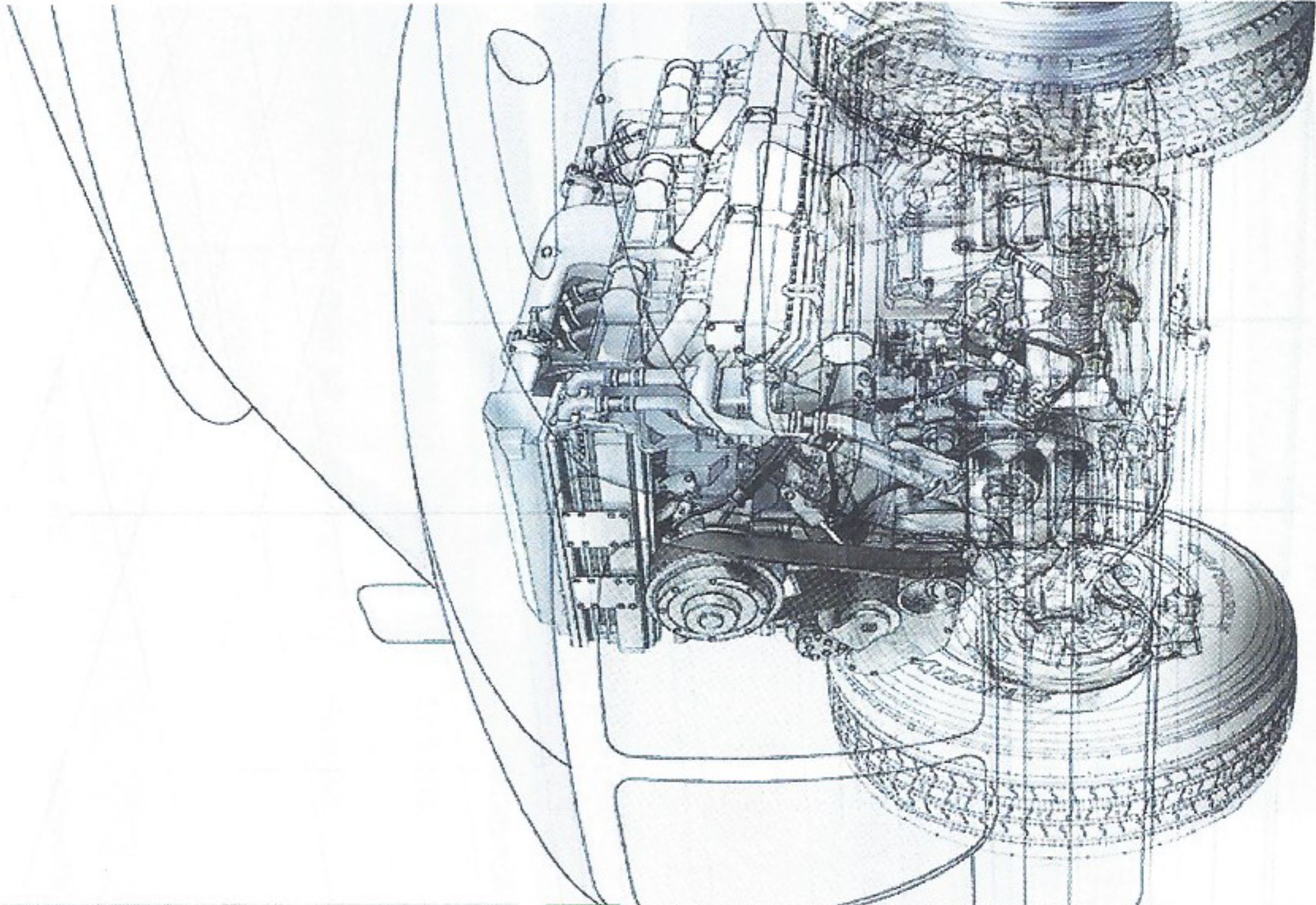
**BASIC – Engine and Critical Components:
fuel injectors, fuel and water pump, turbo,
ECM and more**

Engine	BASIC
• Camshaft, Cam bearings & Cam followers • Connecting rods, Connecting rods bearings, Caps and cap screws • Crankshaft • Cylinder heads, block casting, head bolts, head gasket & liner • Exhaust manifold & Flywheel housing • Hydraulic lifters • Intake manifold, intake and exhaust valve, valve guides & Injector cups • Main bearings • Oil pan, oil cooler and housing • Oil pump housing, gears, pickup screen, pick up tube, pressure relief springs & pressure relief valves • Pistons, piston rings & piston oil cooling jets • Pushrods, rocker arms & shafts • Thermostat housing • Thrust washers • Timing gears, cover and housing • Valve cover, retainers, seats, springs & keepers (locks) • Vibration dampener • Wrist pins	
Engine Fuel Injectors & more (Critical Components)	
BASIC	
• Complete Injector • Fuel injector pump & hard lines • Fuel Pump & water pump • Engine Control Module (ECM)	
Turbo (Critical Components)	
BASIC	
• Bearings • Internal Variable Line Assembly • Turbine and Turbine Shaft • Turbo Actuator	

Best (option) – Includes all listed coverages

Aftertreatment	BEST
• Aftertreatment Electronic Control Module (ACM) • Back Pressure Control Valve (BPV) • Diesel Exhaust Fluid (DEF) Module • DEF Injection Nozzle • DEF Heater Control Relay • DEF Dosing Module - Wiring Harness • DEF Heated Lines (3) • DEF Heater Coolant Control Valve • DEF Heating Elements & Fittings (3) • DEF Pump, Module & Tank • DEF Solution Level/Temp Sensor • Diesel Oxidation Catalyst (DOC) & DOC Doser injector • Diesel Particulate Filter (DPF) • DPF Air, Fuel, Coolant Lines • DPF Air, Fuel, Manifold Assembly • DPF Dosing Module • Exhaust Gas Recirculation (EGR) Valves • EGR Actuator, Coolers, Connecting Bellows & Clamps • Exhaust Piping, Clamps, Gaskets and Throttle Valve • Hydrocarbon Doser Injector (HC Doser, 7th Injector, ARD, AHI Module) • Hydrocarbon Doser Valve - Air, Fuel, and Coolant Lines; and Inline Air Filter • Hydrocarbon Doser Valve (Voss Valve) • Selective Catalytic Reduction (SCR) Catalyst • SCR Decomposition Pipe and Pipe Elbows • Sensor, BPV Pressure • Sensor, Delta P (DPF Pressure/DPF soot/particulate level sensor) • Sensor, DOC Inlet Pressure • Sensors, DOC (Post/Pre) Temp • Sensor, DPF Air Supply Pressure • Sensors, DPF Back Pressure & DPF Fuel Pressure • Sensor, Lambda (O2 Sensor) • Sensor, NOx (2) • Sensor, Pressure After Exhaust Throttle Valve • Sensors, SCR (Post/Pre) Temp • Wiring Harness - Emission Systems (including overlay)	

Transmission & Differential	BEST
Transmission: • Bands • Bearings • Blockers • Bushings • Control Module (TCM) • Drums • Gear Sets • Governor • Oil Pump • Shafts • Shift forks • Speed Sensor • Synchronizers • Thrust Washers • Torque Converter • Valve Body	
Differential • Axle Housing • Axle Shafts • Bearings • Bushings • Carrier Case • Gear Sets • Limited Slip Clutch Pack • Power divider includes: • Bearings • Gears • Shafts • Shift Forks	
Comfort Package	BEST
• Radiator & Radiator Cap • Alternator • Charge Air Cooler • Engine Air Compressor • Fan Clutch • Fuel Tanks, Cap & Valve • HVAC Air Compressor, Temp. controls & Pulley • HVAC Blower Motor & Resistor • HVAC Control Valves, Fan Hub, & Heater Core • Starter & Starter Solenoid	





Elite Agriculture/Farm Equipment Protection Program

Customer Acceptance /Declination Form

Coverage	Accept	Decline
Engine (including fuel injectors, fuel and water pumps, ECM and more)		
Rapid Repair Guarantee (included)		
Towing coverage (3 included)		
Options		
Add Turbos and Aftertreatment (Value pack)		
Add Transmission and Differential		
Add Comfort (HVAC, Radiator and Alternator +)		

My signature indicates I have voluntarily accepted or declined the options marked above. Purchasing a value-added product may or may not be required to obtain financing. Specific payment information is referred to the R.I.S.C. (retail installment sales contract). Shop Labor Limit \$175/Max and Job hours allowed may be less than actual cost.

X		X
<u>Name</u>	<u>Signature of Buyer</u>	<u>Date</u>



**SECOND RENEWAL AND FIRST AMENDMENT of the
CONTRACT FOR TRANSPORT OF RECYCLING MATERIALS**

This second renewal and first amendment is made effective on _____, 2026 by and between the City of Minot, ND, a municipal corporation ("City") and 1 Call Septic Service, Inc. ("Contractor"). City and Contractor are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into a *Contract for Transport of Recycling Materials* ("Contract") on July 17, 2023, the terms of which allow for two (2) renewal options for one-year terms as well as modifications by written agreement signed by both Parties; and

WHEREAS, the City signed a *First Renewal of Transport of Recycling Materials Contract with 1 Call Septic Service, Inc.* on June 16, 2025, effective July 17, 2025, and expiring on July 16, 2026 ("First Renewal"); and

WHEREAS, the Parties desire to exercise the option for a second and final one-year renewal of the Contract, as allowed pursuant to section **3. Renewal Option, subsection B** of the Contract; and

WHEREAS, the Parties desire to amend the Contract as allowed pursuant to section 15 of the Contract to change the terms of transportation of section **2. Compensation, subsection A**; and

WHEREAS, the Parties desire to amend the Contract as allowed pursuant to section 15 to update section **9. Notice** requirements; and

WHEREAS, the Parties desire to amend the Contract as allowed pursuant to section 15 to remedy a typographical omission within section 15; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to a second renewal and a first amendment of the Contract identified above, as follows:

1. The Renewal Period of the Contract will begin on July 17, 2026, and end July 16, 2027.
2. Section **2. Compensation, subsection A.** of the Contract is hereby amended and replaced in its entirety with the following:

A. Contractual Amount

CITY shall pay for the accepted services provided by CONTRACTOR under this Contract an amount of \$1,175/load plus a fuel surcharge/load. The term "load" as used in this contract refers to one round trip from Minot to Recycling Center of North Dakota in Jamestown, ND. CONTRACTOR shall perform the accepted services using trailers provided by the CITY, with maximum capacity of eighteen (18) U.S. short tons/load.

The Contractual Amount is firm for the duration of this Contract and constitutes the entire compensation due CONTRACTOR for performance of its obligations under this Contract regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by CONTRACTOR, except the fuel surcharge and as provided by an amendment to this Contract.

Fuel Surcharge

The CITY shall pay a fuel surcharge on each load hauled for the CITY. The price for fuel shall be determined on a monthly basis at the end of each month by averaging the weekly fuel prices (Average Price) for the preceding month listed on the U.S. Energy Information Administration (EIA) Midwest, Diesel (On-Highway) prices which can be found at <https://www.eia.gov/petroleum/gasdiesel/>.

The fuel surcharge shall be calculated by multiplying the Average Price by 70 gallons of fuel used per load (350 miles roundtrip divided by 5 miles/gallon). For example, if the Average Price/gallon of fuel for a given month is calculated to be \$3.825/gallon the CITY would pay the CONTRACTOR an additional fuel surcharge of \$267.75/load ($\$3.825 \times 70 = \267.75).

3. Section **9. Notice** is hereby amended to include the following email addresses, which will be complete on the date sent:
 - a. For City: pw@minotnd.gov
 - b. For Contractor: wahusm@gmail.com

4. Section **15. Merger and Modification, Conflict in Documents** is hereby amended and replaced in its entirety with the following:

This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the terms of this Contract as amended (if at all) shall have precedence over the original contract and any previous amendments (if at all) made to the Contract.

5. All terms and provisions of the *Contract for Transport of Recycling Materials* not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this document, all references to the *Contract for Transport of Recycling Materials* and the term "Contract" in this document or the original *Contract for Transport of Recycling Materials* shall include the terms contained in this document.

CITY OF MINOT

By: _____

Mark Jantzer, Mayor

Date: _____

By: _____

David Lakefield, Finance Director

Date: _____

By: _____

Mikayla McWilliams, City Clerk

Date: _____

1 CALL SEPTIC SERVICE, INC.

By: _____

Its (name & title): _____

Date: _____

MEMORANDUM

To: City Manager and City Council

From: City of Minot – Solid Waste Division

Date: August 4, 2026

Subject: Evaluation of Purchasing a City Truck for Recycling Material Transportation to Jamestown, ND

Purpose

The purpose of this memorandum is to evaluate the financial and operational impacts of purchasing a City-owned truck to transport recyclable materials from Minot to Jamestown, North Dakota, rather than continuing to utilize a third-party trucking contractor.

Current Transportation Method

The City currently contracts with a third-party trucking company to transport recyclable materials. Based on approximately 65 trips per year, the annual transportation costs are as follows:

- Trucking (65 trips × \$1,175): **\$76,375**
- Annual fuel surcharge: **\$18,200**

Total Annual Third-Party Cost: \$94,575

In addition, the City remains responsible for the annual DOT inspection of the trailers at an estimated cost of **\$500**.

Proposed City-Owned Transportation Program

Staff evaluated the feasibility of purchasing a City-owned truck equipped with a wet kit while utilizing existing Solid Waste personnel and operating within the current departmental budget.

The proposed annual costs include:

Item	Annual Cost
10-Year Truck Depreciation (Purchase Price: \$70,000)	\$7,000
Insurance	\$1,845
Labor (520 total hours)	\$17,550
Fuel (4,550 gallons @ \$4.00/gallon)	\$18,200
DOT Trailer Inspection	\$500

Estimated Annual Operating Cost: \$45,095

The truck would haul approximately **65 loads annually**, totaling approximately **22,750 miles** each year.

Operational Considerations

The proposed transportation program would be accomplished using **existing Solid Waste staff and the current operating budget**. No additional full-time employees would be required.

To maintain current landfill, recycling, and collection operations during the busy summer construction season, **overtime will be utilized** as necessary to ensure all existing services continue without interruption. Staff have reviewed scheduling and believe this can be accomplished while maintaining current service levels.

Owning the truck would also provide greater scheduling flexibility by eliminating dependence on contractor availability and allowing recyclable materials to be transported when operationally advantageous.

Financial Comparison

Transportation Method	Estimated Annual Cost
Third-Party Trucking	\$94,575
City-Owned Truck Operation	\$45,095

Estimated Annual Savings: \$49,480

Recommendation

Based on the financial analysis, purchasing a City-owned truck represents a cost-effective long-term investment. Even after accounting for depreciation, insurance, labor, fuel, and required DOT trailer inspections, the City is projected to reduce annual transportation expenses by approximately **\$49,480** compared to continuing with third-party trucking services.

In addition to the annual cost savings, City ownership would improve operational flexibility, provide greater control over transportation scheduling, and maximize the use of existing personnel and resources. Staff recommend proceeding with the purchase of a City-owned truck equipped with a wet kit to support the recycling program.



TO: Mayor and Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: August 17, 2026

SUBJECT: APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

I. RECOMMENDED ACTION

It is recommended City Council approve the June and July 2026 general accounts receivable write-offs.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The Finance Department is working on an overhaul of all policy documents to modernize and align them with current practices. Many of our current policies cite our legacy software system and procedures that are no longer in practice due to business process improvements made during the implementation of the new ERP system. The General Accounts Receivable Policy was adopted by City Council on July 1, 2024. Within that policy is a requirement for City Council to approve any accounts receivable write-offs to City Council on a monthly basis for administrative approval.

B. Proposed Project

N/A

C. Recommendation Detail

Staff recommends City Council approve the June and July 2026 accounts receivable write-offs.

IV. IMPACT

A. Service/Delivery Impact:

N/A

B. Fiscal Impact

Both June write-offs pertain to City-owned property that sustained damage. Staff conducted comprehensive due diligence and pursued all reasonable collection efforts; however, recovery of these receivables was unsuccessful. Therefore, both accounts were referred to an external collections agency.

The July write-off was charged in error and subsequently written off.

VI. ALTERNATIVES

N/A



General Accounts Receivables Write-Offs

June 2026

Pursuant to the General Accounts Receivable Policy adopted by City Council on July 1, 2024, the following write-offs were completed that exceeded the \$2,500.00 threshold requiring City Council approval:

Customer #	Customer	Invoice #	Write-Off Amount	Reason for Write-Off
6617	Lance Stuart	25494	18,612.34	Accident Claim - Sent to Collections
6615	Kara Boehm	25495	4,864.11	Accident Claim - Sent to Collections
			<u>\$ 23,476.45</u>	

Respectfully submitted,

David Lakefield, CPA

Finance Director

10 3rd Ave SW Minot, ND 58701

(701)-857-4784



General Accounts Receivables Write-Offs

July 2026

Pursuant to the General Accounts Receivable Policy adopted by City Council on July 1, 2024, the following write-offs were completed that exceeded the \$2,500.00 threshold requiring City Council approval:

Customer #	Customer	Invoice #	Write-Off Amount	Reason for Write-Off
9296	State of North Dakota	27234	2,554.44	Charged in error
			<u>\$ 2,554.44</u>	

Respectfully submitted,

David Lakefield, CPA

Finance Director

10 3rd Ave SW Minot, ND 58701

(701)-857-4784



TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: August 17, 2026

**SUBJECT: CASE #2026-63 - LOTS 1 & 2, SOUTHEAST RIDGE BUSINESS PARK
4TH ADDITION - FINAL PLAT**

I. RECOMMENDED ACTION

It is recommended City Council approve the final subdivision 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 Lots 1 & 2 Southeast Ridge Business Park 4th Addition Preliminary Plat and Rezone was approved on first reading at the August 3, 2026 City Council meeting. A staff report is attached in Attachment B.

B. Proposed Project

The applicant wishes to realign the lot lines.

C. Recommendation Detail

It is recommended that City Council approve the final subdivision plat as shown in Attachment A.

IV. IMPACT

A. Service/Delivery Impact:

Lot line realignment.

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

City Council may approve with conditions or deny.

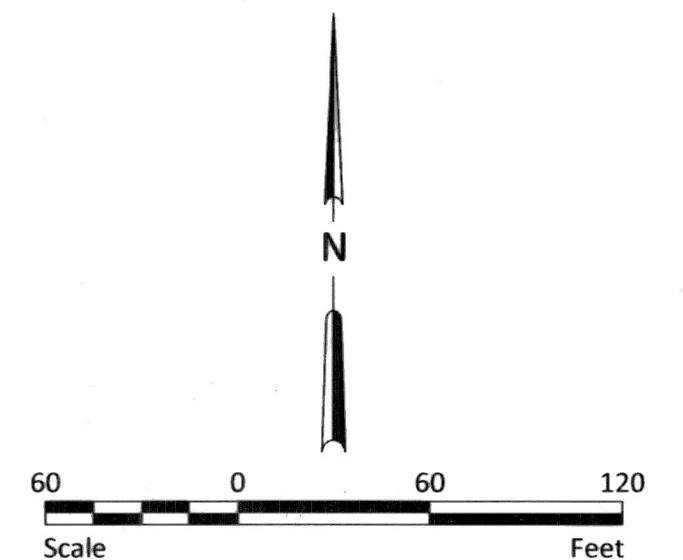
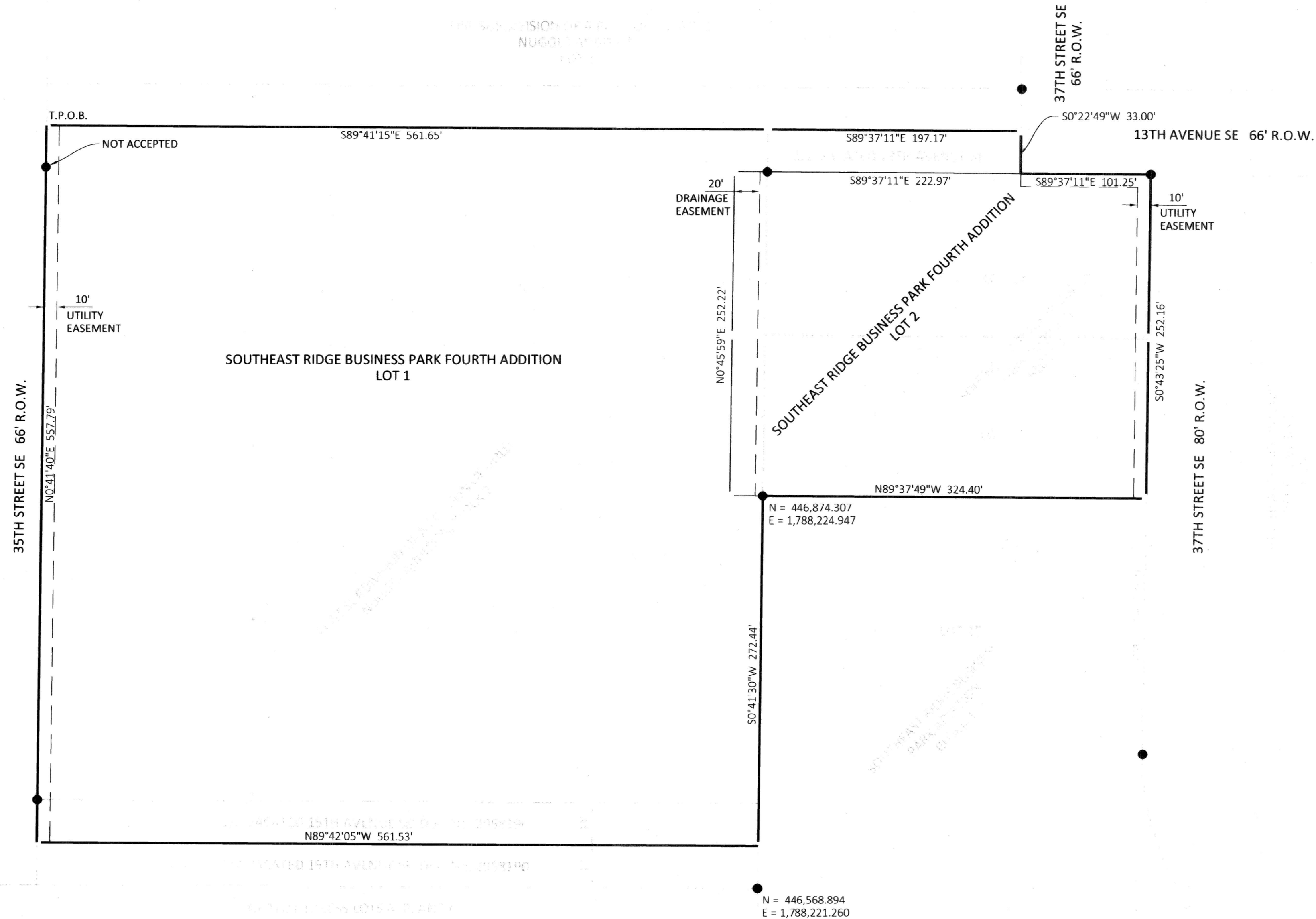
SOUTHEAST RIDGE BUSINESS PARK FOURTH ADDITION
BEING A PORTION OF FEIST SUBDIVISION OF A PORTION OF GOLD NUGGET ADDITION, BLOCK 2 AND SOUTHEAST
RIDGE BUSINESS PARK ADDITION, BLOCK 1, LOTS 16 AND 17. LOCATED IN THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 155 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA.

AREAS:

SOUTHEAST RIDGE BUSINESS PARK FOURTH
ADDITION: 394,994.297 ft², 9.068 ac., more or less.

LOT 1: 313,208.101 ft² or 7.190 ac., more or less.

LOT 2: 81,786.196 ft² or 1.878 ac., more or less.



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.

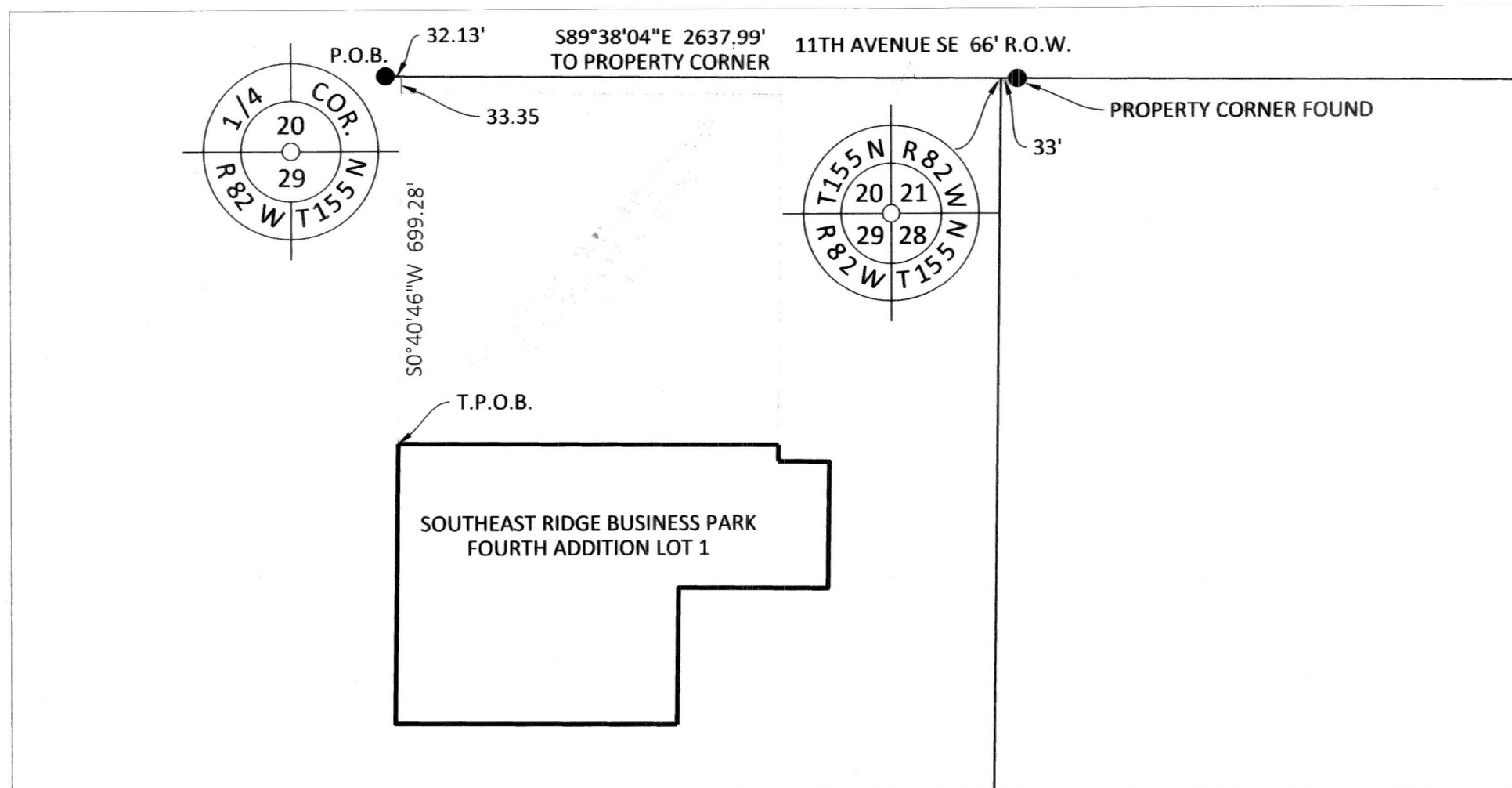
IRON MONUMENT FOUND
SET 24"x5/8" REBAR
W/1.5" ALUMINUM CAP, LS 8961
MEASURED BEARING
MEASURED DISTANCE

S59°27'46"E
105.00'

HOUSTON
engineering, inc.
Sheet 1 of 2
Project No. 14830-0001

SOUTHEAST RIDGE BUSINESS PARK FOURTH ADDITION

BEING A PORTION OF FEIST SUBDIVISION OF A PORTION OF GOLD NUGGET ADDITION, BLOCK 2 AND SOUTHEAST RIDGE BUSINESS PARK ADDITION, BLOCK 1, LOTS 16 AND 17. LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, 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 Northeast Quarter of Section 29, Township 155 North, Range 82 West of the Fifth Principal Meridian, being S89°38'04"E.

A portion of Feist Subdivision of a portion of Gold Nugget Addition and the Southeast Ridge Business Park Addition Lots 16 and 17, being more particularly described as follows;

Beginning (P.O.B.) at the North quarter corner of Section 29, Township 155 North, Range 82 West of the Fifth Principal Meridian; Thence along the North line of said Section 29 S89°38'04"E a distance of 32.13 feet; Thence departing said North line S00°40'46"W to the South Right-of-Way line of 11th Street SE, a distance of 33.35 feet; Thence S00°40'46"W along the West line of Lot 1, Feist Subdivision of a portion of Gold Nugget Addition, a distance of 699.28 feet to the True Point of Beginning (T.P.O.B.) also being the Northwest corner of Southeast Ridge Business Park Fourth Addition;

Thence S89°41'15"E along the North line of said Southeast Ridge Business Park Fourth Addition, a distance of 561.65 feet; Thence departing said North line S00°22'49"W a distance of 33.00 feet; Thence S89°37'11"E to the Northeast corner of said Southeast Ridge Business Park Fourth Addition, also being on the West Right-of-Way line of 37th Street SE, a distance of 101.25 feet; Thence S00°43'25"W along said West Right-of-Way line, a distance of 252.16 feet; Thence departing said West Right-of-Way line N89°37'49"W a distance of 324.40 feet; Thence S00°41'30"W to the Southeast corner of said Southeast Ridge Business Park Fourth Addition, a distance of 272.44 feet; Thence N89°42'05"W to the Southwest corner of said Southeast Ridge Business Park Fourth Addition, a distance of 561.53 feet; Thence N00°41'40"E along the West line of said Southeast Ridge Business Park Fourth Addition, a distance of 557.79 feet to the

True Point of Beginning.

Parcel contains 394,994.297 ft² or 9.068 ac., more or less.

Owner:

Diane Schatz
For and on Behalf of
Schatz Properties, LLC.

POA

Donny Ray Schatz

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

On this 28th day of July, 2026, before me, a notary public within and for said county and state, personally appeared Diane Schatz, For and on Behalf of Schatz Properties LLC., known to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged to me that they executed same as their free act and deed.

Notary public:

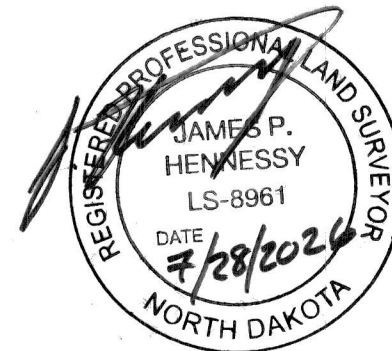
Tessa Grabow
Notary Public
State of North Dakota
My Commission Expires May 20, 2030

Surveyor's Certificate:

I, James P. Hennessy, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this 28th day of July, 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

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



On this 28th day of July, 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
Notary Public
State of North Dakota
My Commission Expires May 20, 2030

Lance Meyer, PE
City of Minot Engineer

HOUSTON
engineering, inc.

Sheet 1 of 2
Project No. 14830-0001



**Planning Commission
Staff Report**

Application Date: 06/08/2026
Date of Staff Report: 06/23/2026
Planning Commission Meeting: 07/14/2026

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

Case Number: 2026-49
Project Name: Southeast Ridge Business Park 4th Addition Zone Change, Prelim Plat

Current Legal Description: See Project Description

Proposed Legal Description: Lots 1 & 2 of Southeast Ridge Business Park 4th Addition to the City of Minot

Present Address: 1306 37th St. SE and an adjacent unaddressed lot

Representative: Rusten Roteliuk, Houston Engineering

Owner: Schatz Properties, LLC.

Entitlements Requested: Preliminary Plat approval, Zoning Map Amendment from “MH” Mobile Home District to “M1” Light Industrial District

Present Zone(s): “MH” Mobile Home District & “M1” Light Industrial District

Present Use(s): Vacant & Industrial

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

Present Future Land Use Map Designation: Light Industrial

Proposed Zone(s): “MH” Mobile Home District & “M1” Light Industrial District with adjustments with new property lines

Proposed Use(s): Residential & Industrial

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

Proposed Future Land Use Map Designation: No Change to parcel designations

PROJECT DESCRIPTION:

Public hearing request by Rusten Roteliuk, representing Schatz Properties, LLC., owner, for a request for a preliminary plat and zoning map amendment from “MH” Manufactured Home district to “M1” Light Industrial

district. The legal description for the property is a Portion of Feist Subdivision of a Portion of Gold Nugget Addition, Block 2 and Southeast Ridge Business Park Addition, Block 1, Lots 16 & 17, located in the NW ¼ of the NE ¼ of section 29, Township 155 North, Range 82 West, City of Minot, Ward County, North Dakota.

The subject property addresses are 1306 37th St. SE and an adjacent unaddressed lot

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

BACKGROUND INFORMATION:

The property owner seeks to realign and rezone the rearranged lots. This is a lot realignment plat that includes zone changes for the exchange of land between two lots with different zoning classifications. Southeast Ridge Business Park Fourth Addition Lot 1 is requested to be zoned “MH” Mobile Home District and Lot 2 requested to be zoned “M1” Light Industrial District.

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

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

Letter of Intent provided in **Exhibit 4**.

Site photos are provided in **Exhibit 5**.

STAFF ANALYSIS:

Subdivision Design Standards:

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

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

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

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

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

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

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

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

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

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

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

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

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

Zoning Map Amendment Analysis:

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

The subject property future land use designation is Light Industrial, which aligns with the proposed zone change to “M1” Light Industrial District. Staff finds no future land use map amendment is necessary.

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

Section 9.1-7 H. relates to whether or not the proposed zoning map amendment is justified due to a change in conditions, error in the zoning map, or by in order to fulfill the future land use map of the Comprehensive Plan. The request stems from an effort to align zoning with the Future Land Use Map, as the “M1” Light Industrial District is a complimentary zone to the Light Industrial designation on the FLU map. Section 9.1-7 H. 1 is satisfied.

The City and other agencies will be able to provide necessary public services and facilities to serve the proposed development. Section 9.1-7 H. 2 is satisfied.

Section 9.1-7 H. 3 requires that the proposed zoning map amendment will not substantially diminish the condition or value of property in the vicinity. Staff finds no evidence that the zoning map amendment to “M1” Light Industrial or “MH” Mobile Home District will diminish the condition or value of property within the vicinity. The adjacent properties have primary been developed with similar residential and industrial uses. Section 9.1-7. H. 3. is satisfied.

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

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and the following comment was received.
 - a. City of Minot Engineering Department:
 - i. Site plan and storm water management plan required for future development.

FINDINGS OF FACT:

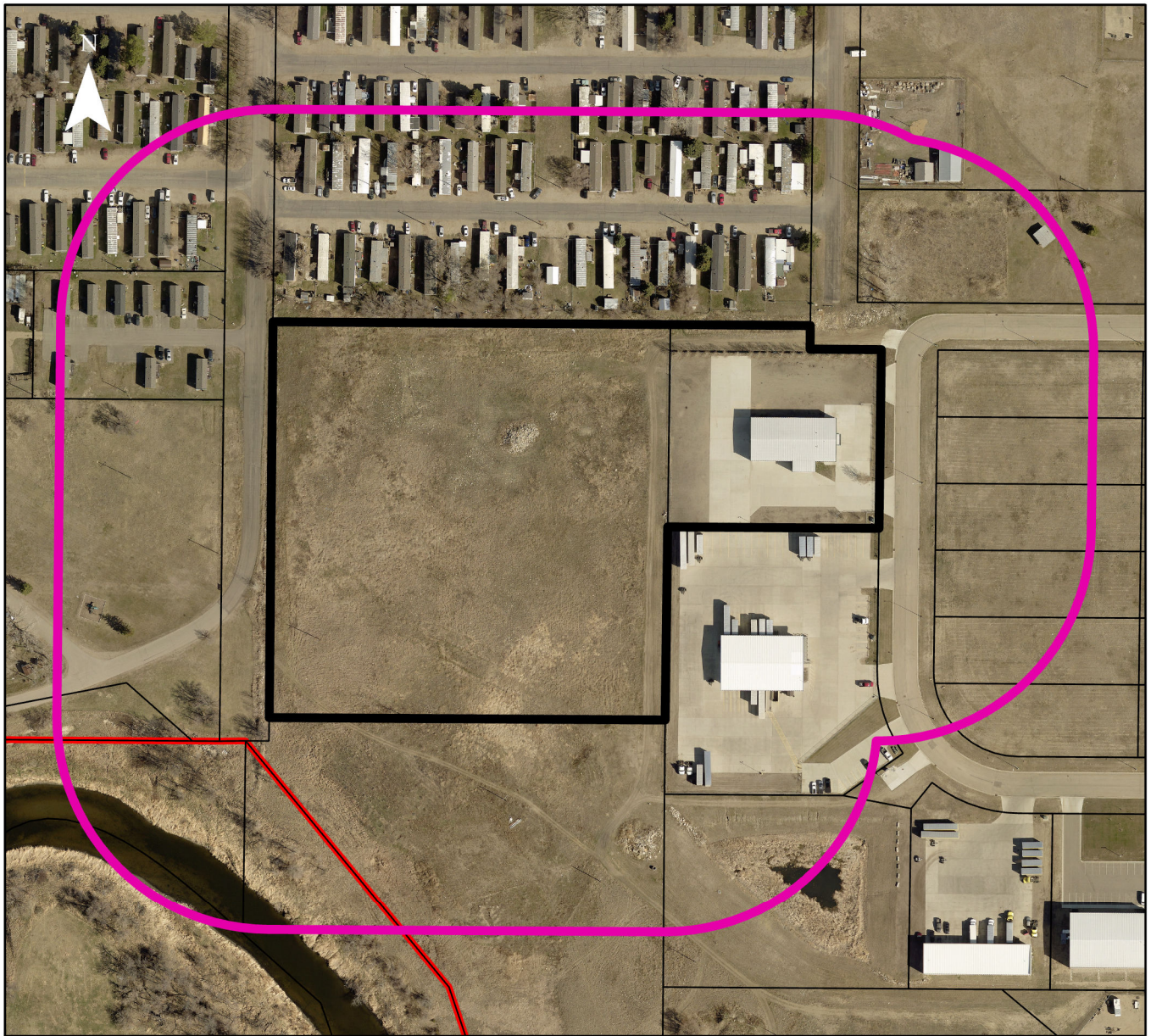
The Minot Planning Commission should accept the following findings of facts:

- 1) The applicants have submitted a complete application for a preliminary plat and Zoning Map Amendment.
- 2) The applicant’s request is consistent with the bulk requirements of Chapter 2.18 – “M1” Light Industrial District and Chapter 2.12 “MH” Mobile Home District of the Land Development Ordinance of the City of Minot (LDO).
- 3) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.

- 4) The present zoning is “MH” Mobile Home District & “M1” Light Industrial District
- 5) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Light Industrial.
- 6) Section 9.1-7 H. 1. is satisfied, as the FLU map denotes this area as Light Industrial and the proposal is to zone the property as “M1” Light Industrial District.
- 7) Section 9.1-7 H. 2 is satisfied, as the City and other public agencies will be able to provide services to support the request.
- 8) Section 9.1-7 H. 3 is satisfied, as there exists no evidence that the proposed development will substantially diminish the condition or value of property in the vicinity.
- 9) The zoning map amendment is consistent with the purpose of the Minot Land Development Ordinance and other adopted policies of the City per Section 9.1-7 H. 4.
- 10) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

RECOMMENDATION:

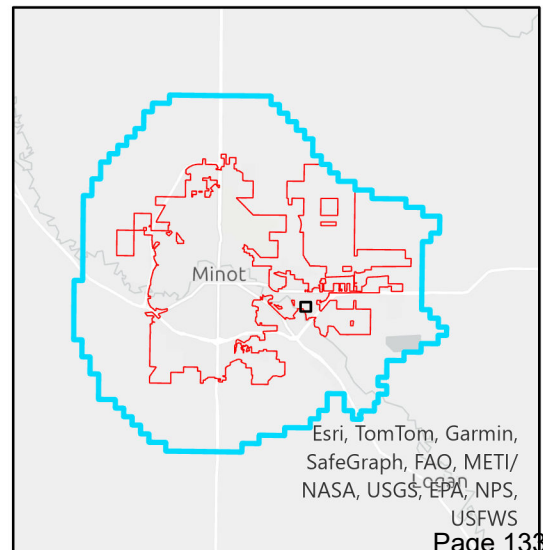
Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval to City Council for a preliminary plat and a zoning map amendment to rezone Southeast Ridge Business Park Fourth Addition Lot 1 to “MH” Mobile Home District and Lot 2 to “M1” Light Industrial District.



0 160 320 640 Feet

Legend

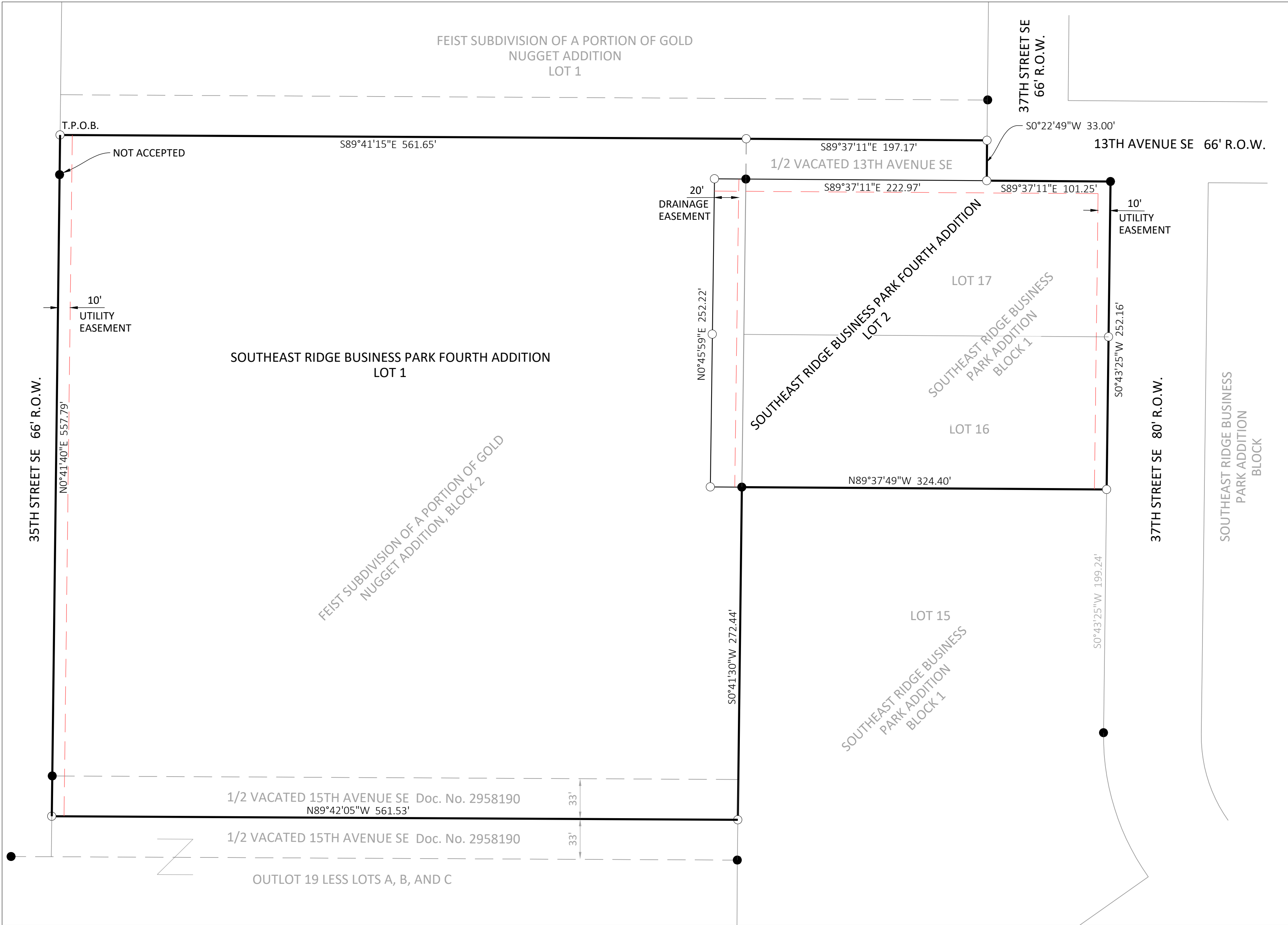
- City Limits
- Two Mile Boundary
- Case # 2026-49
- Case # 2026-49 Notification Area



Esri, TomTom, Garmin,
SafeGraph, FAO, METI/
NASA, USGS, EPA, NPS,
USFWS

Exhibit 2

SOUTHEAST RIDGE BUSINESS PARK FOURTH ADDITION
BEING A PORTION OF FEIST SUBDIVISION OF A PORTION OF GOLD NUGGET ADDITION, BLOCK 2 AND SOUTHEAST
RIDGE BUSINESS PARK ADDITION, BLOCK 1, LOTS 16 AND 17. LOCATED IN THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 155 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA.



AREAS:
SOUTHEAST RIDGE BUSINESS PARK FOURTH
ADDITION: 394,994.297 ft², 9.068 ac., more or less.
LOT 1: 313,208.101 ft² or 7.190 ac., more or less.
LOT 2: 81,786.196 ft² or 1.878 ac., more or less.

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.

IRON MONUMENT FOUND
SET 24"x5/8" REBAR
W/1.5" ALUMINUM CAP, LS 8961
MEASURED BEARING
MEASURED DISTANCE

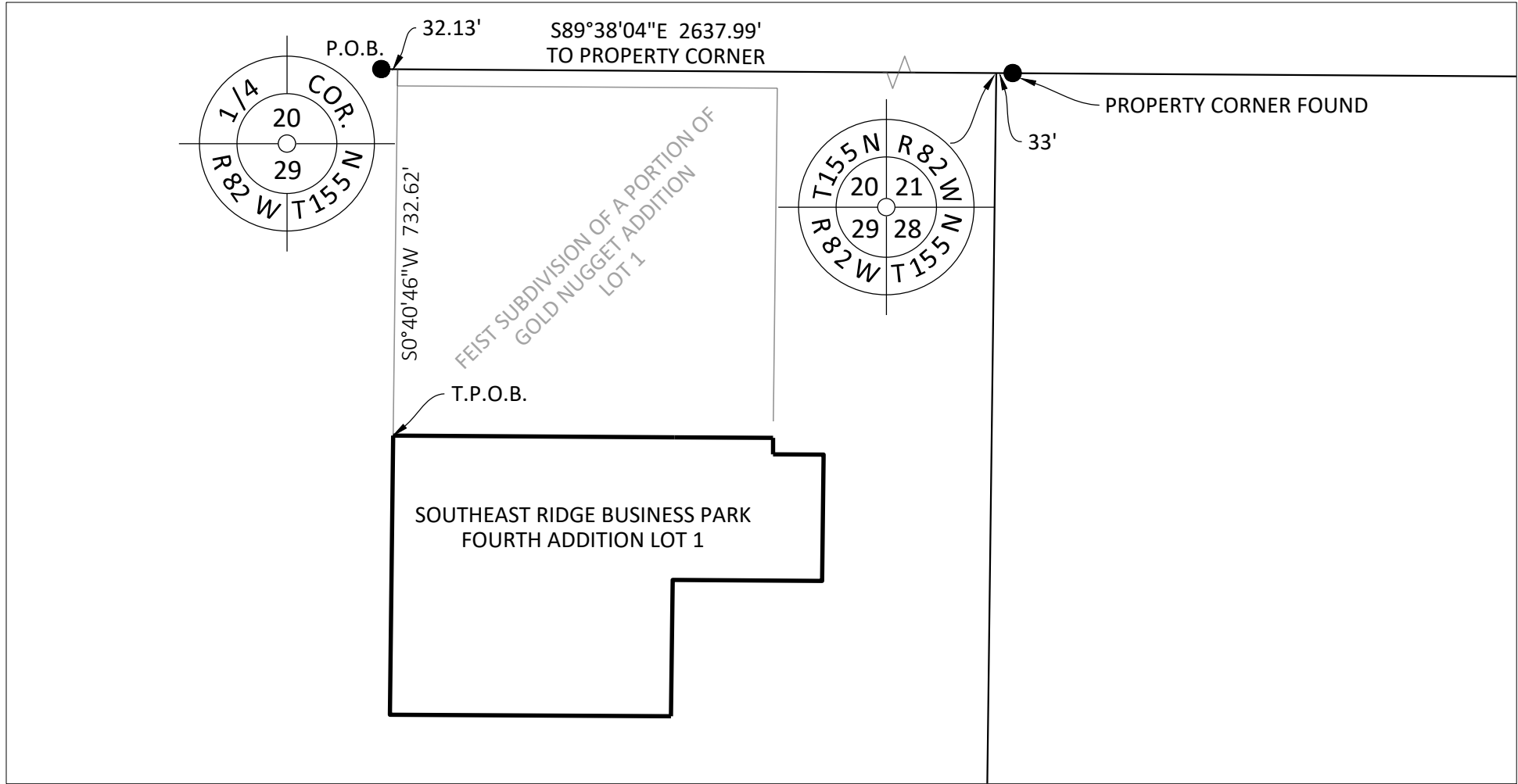
●
○
S59°27'46"E
105.00'

HOUSTON
engineering, inc.

Sheet 1 of 2
Project No. 14830-0001

H:\JBN\14800\14830\14830_0001 SE Ridge Bus Pk 4th Addn\Survey\CAD\Easement.dwg-18x24 Plat Sheet 1-6/8/2026 12:08 PM-(jhennessy)

SOUTHEAST RIDGE BUSINESS PARK FOURTH ADDITION
BEING A PORTION OF FEIST SUBDIVISION OF A PORTION OF GOLD NUGGET ADDITION, BLOCK 2 AND SOUTHEAST
RIDGE BUSINESS PARK ADDITION, BLOCK 1, LOTS 16 AND 17. LOCATED IN THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 29, 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 Northeast Quarter of Section 29, Township 155 North, Range 82 West of the Fifth Principal Meridian, being S89°38'04"E.

A portion of Feist Subdivision of a portion of Gold Nugget Addition and the Southeast Ridge Business Park Addition Lots 16 and 17, being more particularly described as follows;

Beginning (P.O.B.) at the North quarter corner of Section 29, Township 155 North, Range 82 West of the Fifth Principal Meridian; Thence along the North line of said Section 29 S89°38'04"E a distance of 32.13 feet; Thence departing said North line S00°40'46"W along the West line of Lot 1, Feist Subdivision of a portion of Gold Nugget Addition, a distance of 732.62 feet to he True Point of Beginning (T.P.O.B.) also being the Northwest corner of Southeast Ridge Business Park Fourth Addition;

Thence S89°41'15"E along the North line of said Southeast Ridge Business Park Fourth Addition, a distance of 561.65 feet; Thence departing said North line S00°22'49"W a distance of 33.00 feet; Thence S89°37'11"E to the Northeast corner of said Southeast Ridge Business Park Fourth Addition, also being on the West Right-of-Way line of 37th Street SE, a distance of 101.25 feet; Thence S00°43'25"W along said West Right-of-Way line, a distance of 252.16 feet; Thence departing said West Right-of-Way line N89°37'49"W a distance of 324.40 feet; Thence S00°41'30"W to the Southeast corner of said Southeast Ridge Business Park Fourth Addition, a distance of 272.44 feet; Thence N89°42'05"W to the Southwest corner of said Southeast Ridge Business Park Fourth Addition, a distance of 561.53 feet; Thence N00°41'40"E along the West line of said Southeast Ridge Business Park Fourth Addition, a distance of 557.79 feet to the **True Point of Beginning**.

Parcel contains 394,994.297 ft² or 9.068 ac., more or less.

Owner:

Diane Schatz
For and on Behalf of
Schatz Properties, LLC.

State of _____)
) s.s.
County of _____)

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared Diane Schatz, For and on Behalf of Schatz Properties LLC., known to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged to me that they executed same as their free act and deed.

Notary public: _____

Surveyor's Certificate:

I, James P. Hennessy, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this _____ day of _____, 20____ that the plat hereon is a true and correct representation of the survey thereof, that all distances are correctly shown on said plat in feet and decimals of a foot, and that the monuments for the guidance of future surveys have been placed in the ground as shown.

James P. Hennessy, Professional Land Surveyor
North Dakota PLS No. 8961

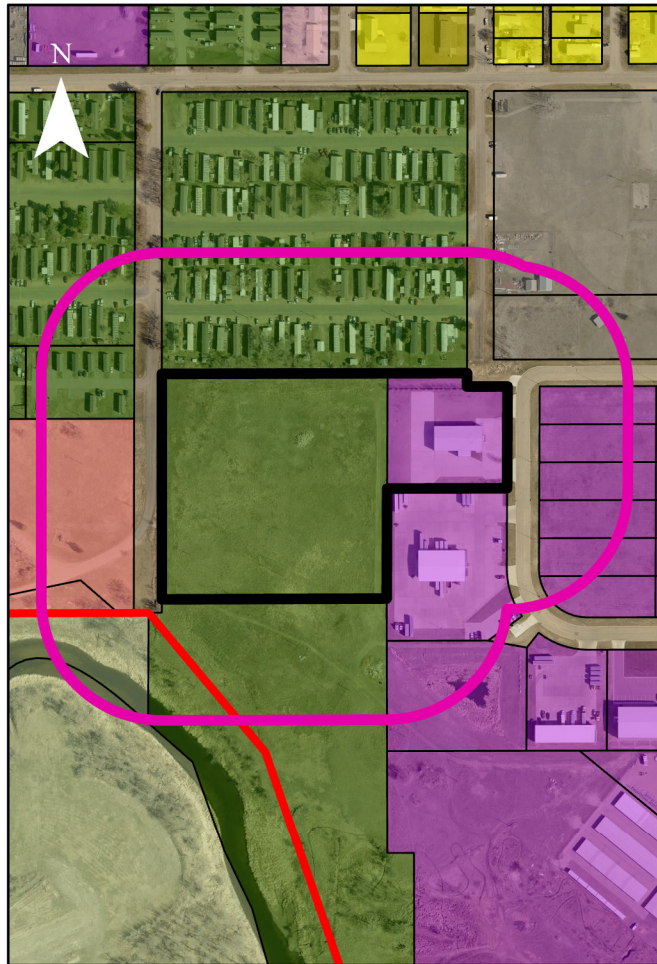
State of _____)
) s.s.
County of _____)

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared James P. Hennessy, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

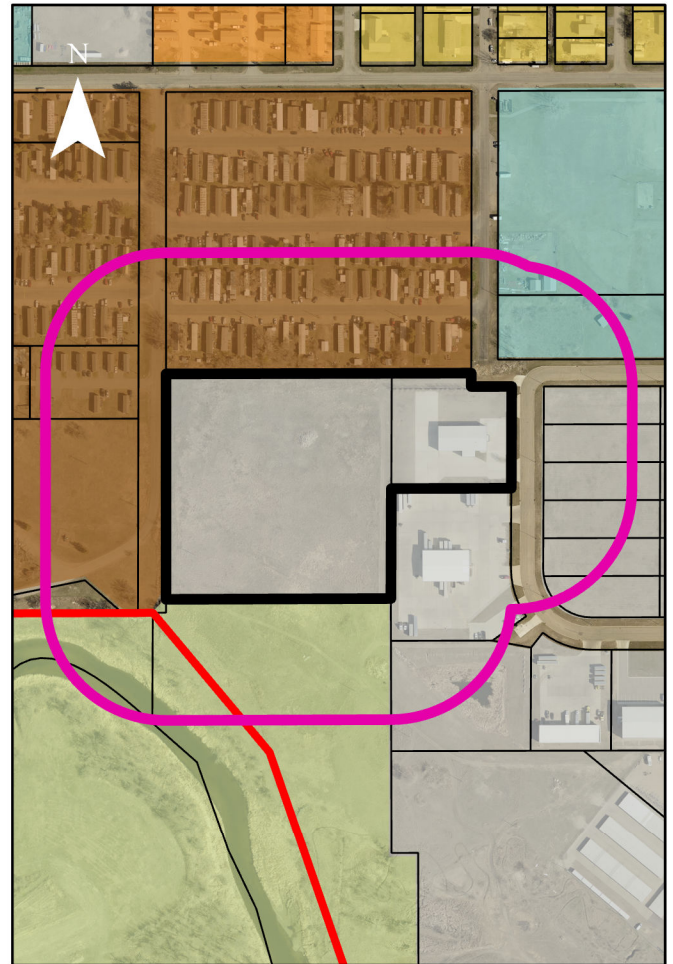
Notary public: _____

Lance Meyer, PE
City of Minot Engineer _____

ZONING



FUTURE LAND USE



0 235 470 940 Feet

Zoning

	AG
	C1
	C2
	M1
	MH
	P
	R1
	R2

Both Maps

	City Limits
	Two Mile Boundary

Land Use Type

	Public Institutional
	Suburban Residential
	Urban Residential
	Ag And Open Space
	Light Industrial
	Manufactured Home Community
	Agricultural and Open Space

Doug Diedrichsen

From: Dan Falconer
Sent: Monday, June 8, 2026 2:46 PM
To: Doug Diedrichsen
Subject: Fw: Planning Commission Application - Preliminary Plat - Southeast Ridge Business Park Fourth Addition
Attachments: 0605_001.pdf; Plat.pdf

From: Rusten Roteliuk
Sent: Monday, June 8, 2026 2:43 PM
To: Dan Falconer
Cc: Diane Schatz Donna J. Bye Hannah Hornberger
Subject: Planning Commission Application - Preliminary Plat - Southeast Ridge Business Park Fourth Addition

Caution: This message has originated from an **External Source**.
Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Dan,

Please see attached Planning Commission Application and Preliminary Plat Drawing.

The applicant wishes to transfer the previously vacated 13th Ave SE ROW, that is currently included in Parcel Number MI29.E12.010.0170 (1306 37th St SE), to Lot 1 for purpose of maintaining access to 13th Ave SE. It is requested that this area be re-zoned to MH from the current zoning of M-1 to match the zoning of the larger lot.

The applicant also wishes to add approximately the same area that was removed to maintain a similar lot area of Lot 2 as was previously occupied by the existing Parcel Number MI29.E12.010.0170. This area would be re-zoned to M-1 from MH to match the larger lot.

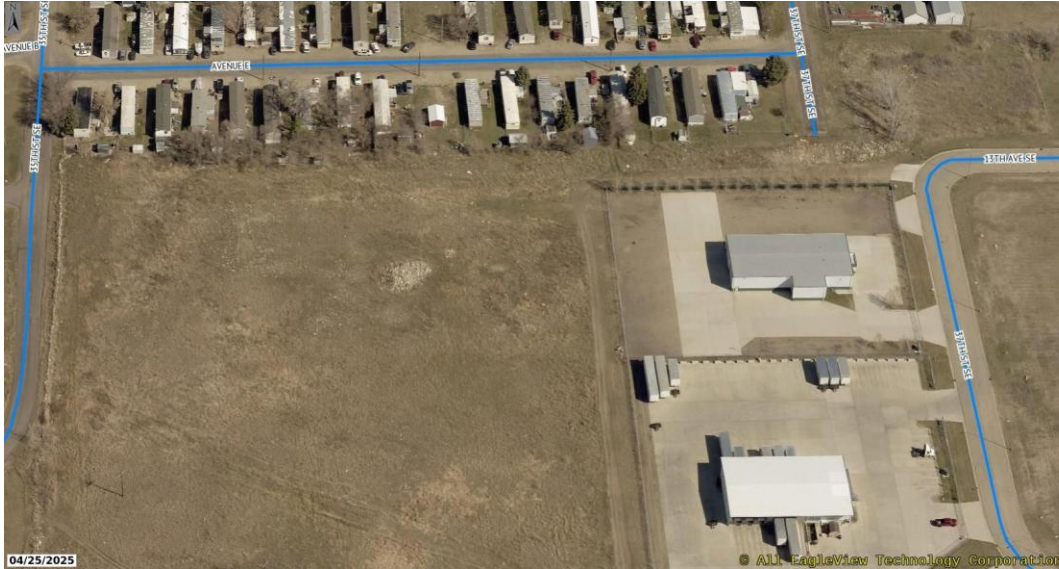
The intent is to create two lots that are approximately equal in size (area) and have the same zoning as currently exists, but are shaped slightly different to allow access to Lot 1.

There are no current plans to develop Lot 1. Lot 2 is already developed. It is planned to sell Lot 2 when the new plat and zone change are complete.

Diane Schatz is aware that she is responsible for the application fees and understands that Hannah will be calling to take credit card information by phone for those fees.

Please contact me if you have any questions or if you need additional information to assist you in processing the application.

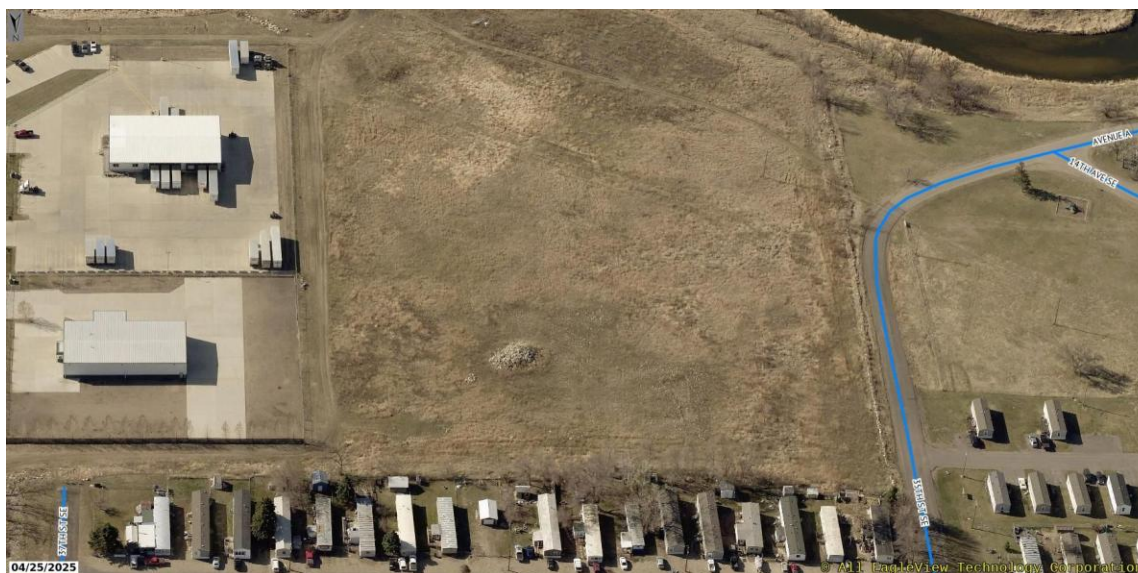
Exhibit 5 – Site Photos



Aerial View 1



Aerial View 2



Aerial View 3



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: August 17, 2026

**SUBJECT: SUPPLEMENTAL LETTER AGREEMENT FOR GA ACCESS ROAD
REHABILITATION PROJECT – EASEMENT AND EXHIBIT A
UPDATES (AIG 3-38-0037-077-2025)**

I. RECOMMENDED ACTION

It is recommended City Council approve the supplemental letter agreement for GA Access Road Rehabilitation Project – Easement and Exhibit A updates proposal from Short Elliott Hendrickson Inc. (SEH); and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The Minot International Airport secured funding from the Federal Aviation Administration (FAA) to rehabilitate existing GA access road pavements. Prior to completion of this project, the airport needs to establish easements for utility service lines that run through the project area in order to comply with the FAA's "Good Title" requirements.

B. Proposed Project

This project includes field survey of the existing utility service lines, preparation of legal descriptions for each proposed easement, negotiation and establishment of utility easements, and revisions to the airport's Exhibit 'A' Property Map to reflect the updated property interests.

C. Recommendation Detail

This project is identified as a required condition to ensure compliance with FAA grant assurances through coordination between airport staff, FAA, and SEH staff. The amendment to the GA Access Road Rehabilitation grant will help maintain the airport's compliance with FAA regulations and prevent any interruption in funding opportunities.

IV. IMPACT

A. Service/Delivery Impact:

Completing this project will set the airport up for further development at the Minot International Airport. It is anticipated that establishing easements for the utility service lines will ensure the airport is eligible for other funding opportunities to support future development.

B. Fiscal Impact

Project Costs

Project Labor	\$ 30,888.43	
Direct Expenses	\$ 5,016.00	
TOTAL (rounded to nearest hundred)		\$ 35,900.00

Project Funding

The funding will come from the City of Minot allocated in the approved 2025 budget. Project expenses will be reimbursed at 95% from a 2025 FAA grant.

VI. ALTERNATIVES

1. City Council could recommend not establishing appropriate easements. The result will be a lack of additional funding from the FAA for airport development projects and potential loss of existing funding.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot, ND, a municipal corporation ("Client"), and Short Elliott Hendrickson Inc. ("SEH" and/or "Consultant"), effective August 31, 2021, this Supplemental Letter Agreement ("Agreement") dated August 17, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: General Aviation Access Road Easement and Exhibit 'A' Airport Property Inventory Map Revision.

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: Christopher Brett

Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110

Telephone: 708.744.0316

Email: cbrett@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 Client, with a service completion date no later than December 31, 2026.

Payment: The lump sum fee is \$35,900 including expenses and equipment. See Attachment B reflecting the estimate of labor, fees, and expenses.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A (exhibit to the contract) to this Supplemental Letter Agreement.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

By: Kaci Nowicki

Full Name: Kaci Nowicki

Title: Client Service Manager

Date: 8/7/2026

Attestation

By: _____

Full Name: _____

Title: _____

Date: _____

City of Minot

By: _____

Full Name: _____

Title: _____

Date: _____

Attestation

By: _____

Full Name: _____

Title: _____

Date: _____

Exhibit A to the Supplemental Letter Agreement

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
2026 General Aviation Access Road Easement and Exhibit 'A' Airport Property Inventory Map
Revision
Scope of Work

General – The General Aviation Access Road Reconstruction project at the Minot International Airport (MOT) (“Client”) resulted in changes to gas utility locations in the area of the general aviation access road and parking lot. Updates to ownership interests are required to meet Federal Aviation Administration (FAA) requirements.

This project consists of professional services to release the existing blanket easement owned by Montana-Dakota Utilities over Airport Parcel A (see Attachment C – Existing MOT Exhibit 'A' Airport Property Inventory Map) and developing corridor easements for existing gas utility service lines that serve approximately 9 buildings along the general aviation access road. The proposed easements are all within Airport Parcel A.

Services to be provided include field survey work and legal descriptions, revising the Exhibit 'A' Airport Property Inventory Map to reflect the newly acquired easements, and project management.

This work scope includes:

Work Element 1: Project Initiation, Coordination, and Administration

Specific tasks included with this work element include:

Task 1.1 – Project Scoping and Review – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Minot International Airport (sponsor), the FAA, and the North Dakota Aeronautics Commission (NDAC) to develop the appropriate scope of work. An agreement will be developed from the Final Scope of Work and approved fees.

Task 1.2 – Meetings – SEH will maintain contact with the Client, NDAC, and the FAA through e-mail, regular mail, phone, working papers and deliverables. The sponsor, NDAC, and the FAA will have the opportunity to review and comment on the project deliverables. These subtasks include time to prepare, coordinate, meet, and build consensus. *Up to two virtual meetings are included in this task.*

Task 1.3 – Project Administration – SEH will provide project administration and management services as required to complete the project within the conditions of Agreement. Administration and management duties will include preparation of a budget and schedule, holding internal project meetings to monitor progress and budget, and preparing monthly invoices.

Task 1.4 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports and other products included in this Scope of Work.

Deliverables: Project scope, agreement, and meeting materials.

Work Element 2: Airport Property Interest Updates

Specific tasks included with this work element include:

Task 2.1 – Field Survey – SEH will locate the marked gas pipeline and gas services (by others) and survey control pertinent to prepare legal descriptions.

Task 2.2 – Legal Descriptions – SEH will prepare legal descriptions in coordination with the Client's Attorney and prepare exhibit drawings depicting each of the identified easements. Exhibits will be suitable for recordation and are intended to be included with the easement documents at the time of recording. It is anticipated that up to 9 gas service lines (from the pipeline to existing buildings) will require legal descriptions.

Task 2.3 – Easement Negotiations – SEH will participate in negotiation between the sponsor and Montana-Dakota Utilities to help facilitate the vacation of the existing blanket easement and recording of easement terms that are acceptable to all parties and ensure adherence to FAA regulations.

Deliverables: Parcel Figures and Legal Descriptions with Exhibits

Work Element 3: Exhibit 'A' Property Inventory Map Revision

Task 3.1 – Exhibit 'A' Property Inventory Map Sheet Revisions – SEH will complete a revision to the Exhibit 'A' Parcel Inventory Map and Exhibit 'A' Parcel Inventory Tables sheets with airport property interests updated in accordance with **Work Element 2**. Only revisions related to the vacated and newly recorded easements are included in this task. SEH will coordinate routing to the Client, NDAC, and FAA for review and approval.

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
General Aviation Access Road Easement and Exhibit A Airport Property Inventory Map Revision
MINOT INTERNATIONAL AIRPORT (MOT)
MINOT, NORTH DAKOTA

Task No.	Task Description	Principal	Project Manager	Project Planner	Sr. Engineer	Surveyor	Project Coordinator
Work Element 1: Project Initiation, Coordination, and Administration							
1.1	Project Scoping and Review	1	8			2	2
1.2	Meetings		4		2		
1.3	Project Administration	1	4		2		4
1.4	Quality Assurance and Control	2	2		2	2	
Work Element 2: Airport Property Interest Updates							
2.1	Field Survey		2	24		25	
2.2	Legal Descriptions		2		9	41	
2.3	Easement Negotiations	2	8		4	4	
Work Element 3: Exhibit 'A' Property Inventory Map Revision							
3.1	Exhibit 'A' Property Inventory Map Sheet Revisions	1	4	8		2	
	Total hours per labor category	7	34	32	19	76	6

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	7	\$ 90.99	\$636.93
Project Manager	34	\$ 54.90	\$1,866.60
Project Planner	32	\$ 40.59	\$1,298.88
Sr. Engineer	19	\$ 73.43	\$1,395.17
Surveyor	76	\$ 48.52	\$3,687.52
Project Coordinator	6	\$ 46.89	\$281.34
Total Direct Labor Costs:	174		\$9,166.44
Direct Salary Costs plus Overhead			\$17,693.06
Total Labor Costs			\$26,859.50
Fixed Fee on Labor Costs (15%)			\$4,028.93

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Mileage	1000	\$ 0.76	\$760.00
Per Diem (incl. lodging, rental car, meals)	7	\$ 275.00	\$1,925.00
Survey Vehicle & Equipment	1	\$ 1,200.00	\$1,200.00
Computer Charge	174	\$ 6.50	\$1,131.00
Total Expenses			\$5,016.00

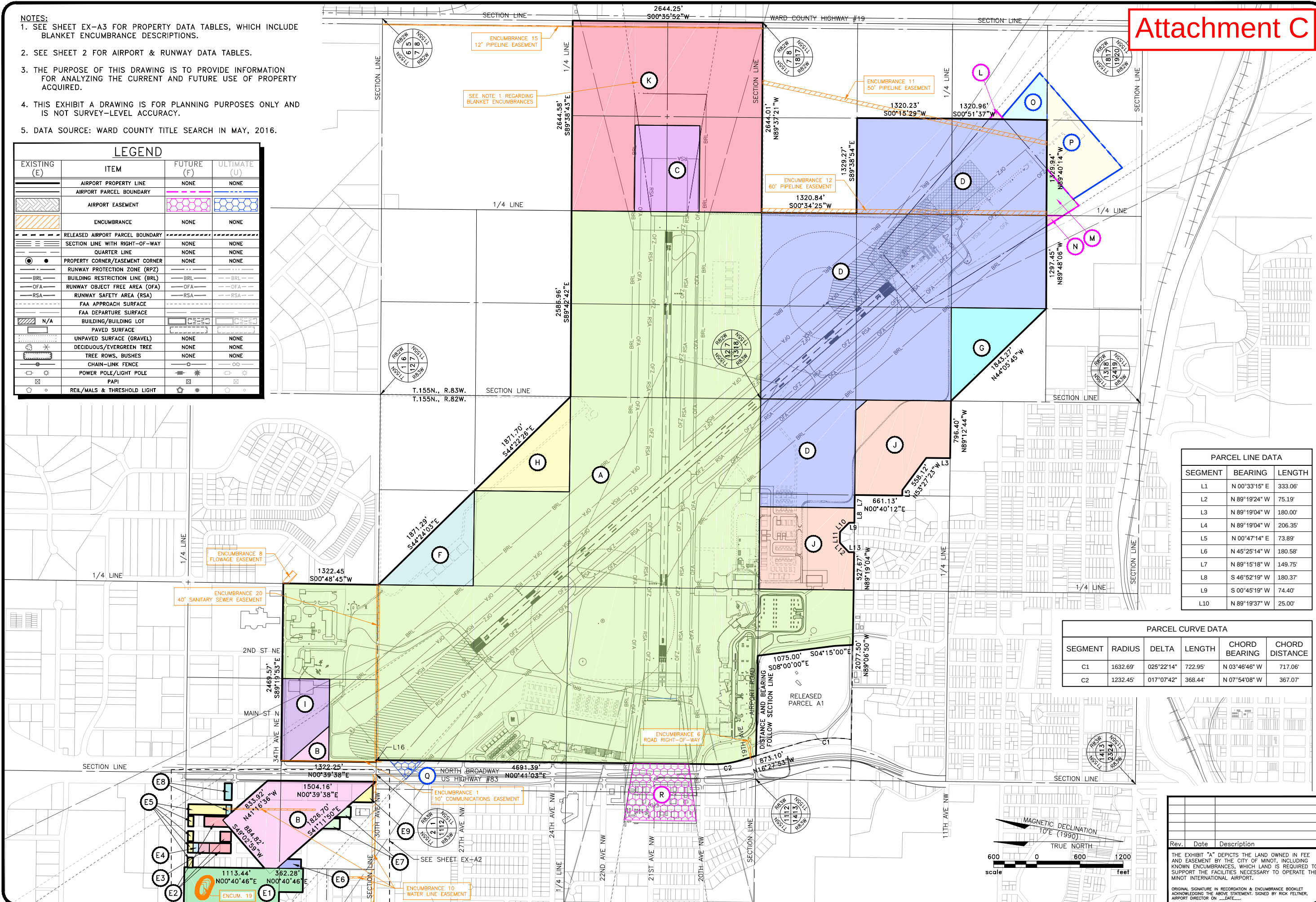
SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$35,904.43
Estimated Total	\$35,900.00

NOTES:

1. SEE SHEET EX-A3 FOR PROPERTY DATA TABLES, WHICH INCLUDE BLANKET ENCUMBRANCE DESCRIPTIONS.
2. SEE SHEET 2 FOR AIRPORT & RUNWAY DATA TABLES.
3. THE PURPOSE OF THIS DRAWING IS TO PROVIDE INFORMATION FOR ANALYZING THE CURRENT AND FUTURE USE OF PROPERTY ACQUIRED.
4. THIS EXHIBIT A DRAWING IS FOR PLANNING PURPOSES ONLY AND IS NOT SURVEY-LEVEL ACCURACY.
5. DATA SOURCE: WARD COUNTY TITLE SEARCH IN MAY, 2016.

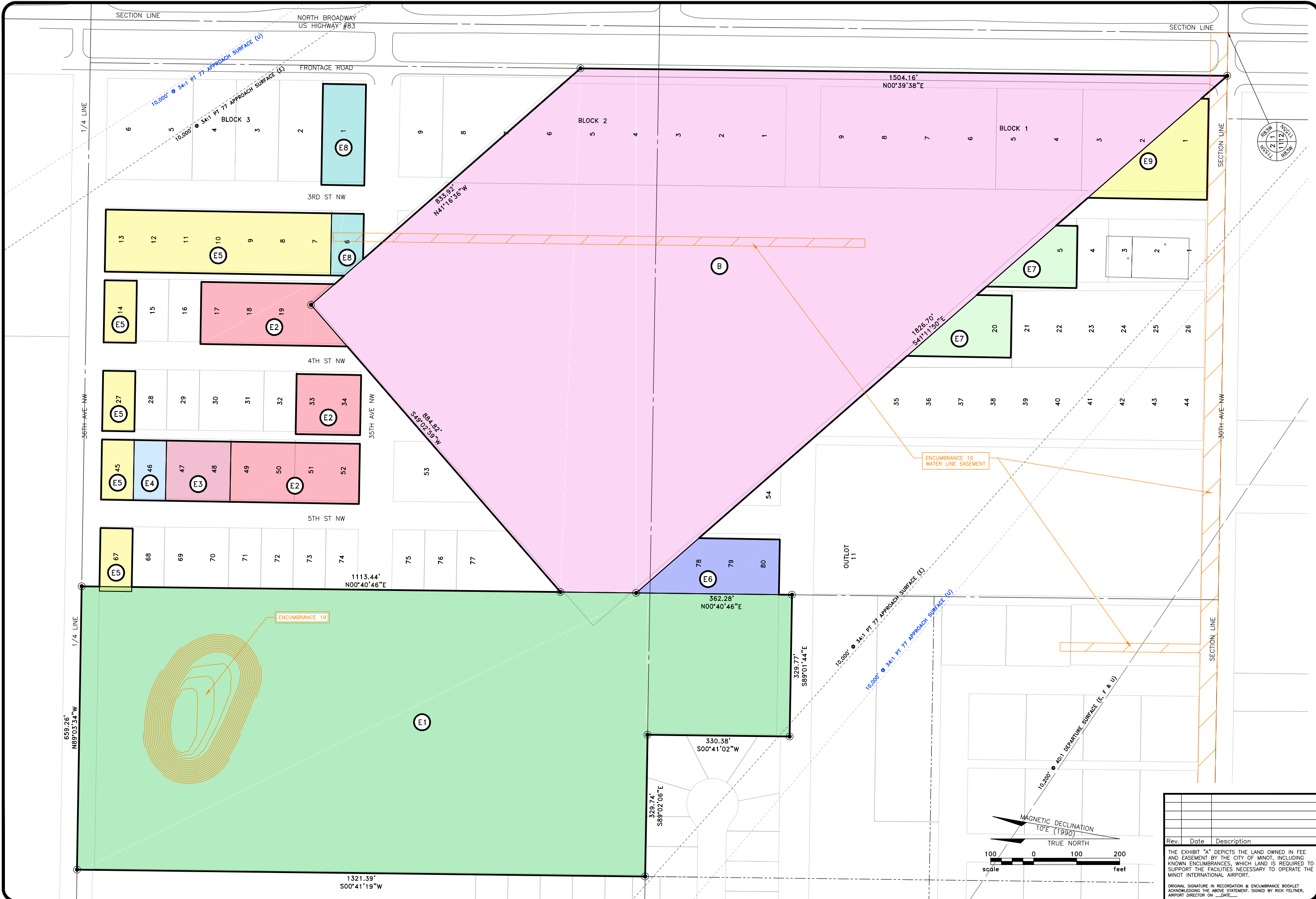
LEGEND			
EXISTING (E)	ITEM	FUTURE (F)	ULTIMATE (U)
	AIRPORT PROPERTY LINE	NONE	NONE
	AIRPORT PARCEL BOUNDARY		
	AIRPORT EASEMENT		
	ENCUMBRANCE	NONE	NONE
	RELEASED AIRPORT PARCEL BOUNDARY		
	SECTION LINE WITH RIGHT-OF-WAY	NONE	NONE
	QUARTER LINE	NONE	NONE
	PROPERTY CORNER/EASEMENT CORNER	NONE	NONE
	RUNWAY PROTECTION ZONE (RPZ)		
	BUILDING RESTRICTION LINE (BRL)		
	RUNWAY OBJECT FREE AREA (OFA)		
	RUNWAY SAFETY AREA (RSA)		
	FAA APPROACH SURFACE		
	FAA DEPARTURE SURFACE		
	BUILDING/BUILDING LOT		
	PAVED SURFACE		
	UNPAVED SURFACE (GRAVEL)	NONE	NONE
	DECIDUOUS/EVERGREEN TREE	NONE	NONE
	TREE ROWS, BUSHES	NONE	NONE
	CHAIN-LINK FENCE		
	POWER POLE/LIGHT POLE		
	PAPI		
	REIL/MALS & THRESHOLD LIGHT		



PARCEL LINE DATA		
SEGMENT	BEARING	LENGTH
L1	N 00°33'15" E	333.06'
L2	N 89°19'24" W	75.19'
L3	N 89°19'04" W	180.00'
L4	N 89°19'04" W	206.35'
L5	N 00°47'14" E	73.89'
L6	N 45°25'14" W	180.58'
L7	N 89°15'18" W	149.75'
L8	S 46°52'19" W	180.37'
L9	S 00°45'19" W	74.40'
L10	N 89°19'37" W	25.00'

PARCEL CURVE DATA					
SEGMENT	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1632.69'	025°22'14"	722.95'	N 03°46'46" W	717.06'
C2	1232.45'	017°07'42"	368.44'	N 07°54'08" W	367.07'

Rev.	Date	Description
		THE EXHIBIT "A" DEPICTS THE LAND OWNED IN FEE AND EASEMENT BY THE CITY OF MINOT, INCLUDING KNOWN ENCUMBRANCES, WHICH LAND IS REQUIRED TO SUPPORT THE FACILITIES NECESSARY TO OPERATE THE MINOT INTERNATIONAL AIRPORT.
		ORIGINAL SIGNATURE IN RECORDED & ENCUMBRANCE BOOKLET ACKNOWLEDGING THE ABOVE STATEMENT. SIGNED BY RICK FELTNER, ASSISTANT CITY ENGINEER.





MINOT INTERNATIONAL AIRPORT

CITY OF MINOT (OWNER)

MINOT, NORTH DAKOTA

TO BE USED AS A COMPLETE DRAWING SET FOR PLANNING PURPOSES ONLY, NOT FOR CONSTRUCTION

EXHIBIT "A" PARCEL INVENTORY MAP INSET

DRAFTED
AES

REVIEWED
KLP

PROJECT NUMBER
1515107

SHEET
EX-A2

EXISTING AIRPORT PROPERTY								
AIRPORT PARCEL	GRANTOR	INTEREST	ACREAGE	CONVEYANCE INSTRUMENT	YEAR ACQUIRED	FAA OR STATE GRANT NUMBER	WARD COUNTY DOCUMENT NO.	ENCUMBRANCE DESIGNATIONS
A	PARK DISTRICT OF THE CITY OF MINOT	FEE	820	WARRANTY DEED	1947	9-32-010	DOC. 357376	1, 2, 3, 4, 5, 6, 7, 8 (DRAINAGE), 14, 20
B	FILOMENA LINHA et al; JAROMIR B. & ELLEN F. LINHA	FEE	45	WARRANTY DEED	1957	9-32-036-5807	BK. 239, PG 425 & BK. 239, PG 483	1, 7, 9, 10, 14
C	ANNA KILLIAN AND JOSEF KILLIAN - AKA JOSEPH KILLIAN	FEE	24.79	WARRANTY DEED	1968	9-32-036-07	DOC. 487225 & 487224	13, 16, 17
D	FIRST INVESTMENT CORPORATION	FEE	323.30	WARRANTY DEED	1972	8-38-0037-01	DOC. 514955, 516526, & 523278	7, 11, 12, 18
E1	GARY R. KRAMLICH; RUSSEL BALLANTYNE ET AL	FEE	22.50	WARRANTY DEED	1984	ADAP 6-38-0037-06	DOC. 626593 & 626592	9, 19
E2	GLORIA C. NICHOL	FEE	2.42	DEED OF PERSONAL REPRESENTATIVE	1982	ADAP 6-38-0037-06	DOC. 610653	9
E3	FRED BERG JR. & CAROLYN BERG, AND LAVERNE L. BERG & ELEANOR BERG	FEE	0.48	WARRANTY DEED	1983	ADAP 6-38-0037-06	DOC. 620845	9
E4	KENNETH R. HALLEY & GENEVA A. HALLEY	FEE	0.24	WARRANTY DEED	1984	ADAP 6-38-0037-06	DOC. 624726	9
E5	ISLA DEL REY, LTD	FEE	2.73	WARRANTY DEED	1984	ADAP 6-38-0037-06	DOC. 625030	9
E6	JAROMIR B. LINHA	FEE	0.77	WARRANTY DEED	1984	ADAP 6-38-0037-06	DOC. 625043	9
E7	SOREN SORENSEN	FEE	0.57	WARRANTY DEED	1982	ADAP 6-38-0037-06	DOC. 610566	9
E8	GARY PETERSON & BETTY PETERSON, AND DAVID TANBERG & JOANN TANBERG	FEE	0.77	WARRANTY DEED	1982	ADAP 6-38-0037-06	DOC. 610536	9, 10
E9	EDWARD A. BURKHARTSMEIER AND BERTHA M. BURKHARTSMEIER	FEE	0.79	WARRANTY DEED	1956	9-32-036-07	DOC. 406766	9
F	HELEN TAGUE AND ALBERT BUSEK	FEE	20.08	COURT ORDER	1986	AIP 3-38-0037-02	DOC. 644808 & 653382	NONE
G	DARRELL SEDEVIE AKA DARRELL H. SEDEVIE AND SHIRLEY M. SEDEVIE	FEE	19.4	WARRANTY DEED	1984	AIP 3-38-0037-01	DOC. 628743	18
H	HELEN TAGUE AND ALBERT BUSEK	FEE	20.09	COURT ORDER	1986	AIP 3-38-0037-01	DOC. 644808 & 653382	NONE
I	FRANK A LINHA AND AGNES E. LINHA	FEE	14.3	WARRANTY DEED	1968	NONE	DOC. 488298	1, 7, 14
J	ASK, INC.; Velma I. Bechtold Trust	FEE	66.68	WARRANTY DEED	1996	AIP 3-38-0037-22	DOC. 745569 - 745572	5
K	BUSEK FAMILY REAL ESTATE PARTNERSHIP, LLP	FEE	135.69	WARRANTY DEED	2012	NONE	DOC. 2936831	13, 15, 16, 17
	TOTAL ACREAGE		1,520.60					

FUTURE AIRPORT PROPERTY					
AIRPORT PARCEL	CURRENT OWNER	INTEREST	ACREAGE	ACQUISITION PURPOSE	ACQUISITION PHASE
L	RUTH PARKER WOOD REVOCABLE	FEE	0.27	EXISTING RPZ RWY 31	FUTURE
M	ENBRIDGE PIPELINE	FEE	3.74	EXISTING RPZ RWY 31	FUTURE
N	ORLAN T & MARY M ROVIG	FEE	0.40	EXISTING RPZ RWY 31	FUTURE
O	RUTH PARKER WOOD REVOCABLE	FEE	5.49	ULTIMATE RPZ RWY 31	ULTIMATE
P	ENBRIDGE PIPELINE	FEE/EASEMENT	19.77	ULTIMATE RPZ & MALSR RWY 31	ULTIMATE
Q	NOT DEFINED	EASEMENT	1.35	ULTIMATE RPZ RWY 13	ULTIMATE
R	NOT DEFINED	HEIGHT EASEMENT	16.20	FUTURE RPZ RWY 8	FUTURE

AIRPORT RELEASED PROPERTY							
AIRPORT PARCEL	GRANTOR	INTEREST	ACREAGE	CONVEYANCE INSTRUMENT	YEAR RELEASED	FAA OR STATE GRANT NUMBER	WARD COUNTY DOCUMENT NO.
A1	UNITED STATES OF AMERICA	RELEASE	32.1	INSTRUMENT OF RELEASE	1981	NONE	NONE

AIRPORT PROPERTY ENCUMBRANCES							
ENCUMBRANCE NUMBER	GRANTEE	INTEREST	LOCATION (BLANKET)	DESCRIPTION	YEAR ENCUMBERED	DURATION ON DOCUMENT	WARD COUNTY DOCUMENT NO.
1	NORTHERN STATES POWER COMPANY	10' WIDE EASEMENT	SEE MAP	TO CONSTRUCT, INSTALL, MARK, INSPECT, OPERATE, REPAIR, ALTER, REPLACE, RECONSTRUCT, REMOVE AND MAINTAIN FACILITIES FOR COMMUNICATIONS SYSTEM	1989	NOT DEFINED	DOC. 671723
2	MONTANA-DAKOTA UTILITIES CO.	10' WIDE EASEMENT	(W1/2 SEC. 12)	RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, INCREASE CAPACITY, REMOVE AND REPLACE GAS PIPELINE OR LINES	1990	99 YEARS	DOC. 684848
3	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	RIGHT OF ACCESS EASEMENT	(SW1/4 SEC. 12)	TO SUBSTITUTE A FRONTAGE ROAD IN LIEU OF DIRECT ACCESS FROM HWY TO PROPERTY	1991	NOT DEFINED	DOC. 688829
4	SRT COMMUNICATIONS, INC.	10' WIDE RIGHT OF WAY EASEMENT	(W 1/2 of SW 1/4 SEC. 12)	INGRESS/EGRESS, CONSTRUCT, OPERATE, INSPECT, MAINTAIN AND REPAIR FACILITIES	2015	99 YEARS	DOC. 2991060
5	SRT COMMUNICATIONS, INC.	10' WIDE RIGHT OF WAY EASEMENT	(PORTIONS OF SEC. 12 & SEC. 13)	INGRESS/EGRESS, CONSTRUCT, OPERATE, INSPECT, MAINTAIN AND REPAIR FACILITIES	2016	99 YEARS	DOC. 2995461
6	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY	SEE MAP	ROAD RIGHT OF WAY	2007	PERMANENT	DOC. 2864690
7	NOTHERN STATES POWER COMPANY	10' WIDE RIGHT OF WAY EASEMENT	(S1/2 OF SE1/4 & W1/2 OF NW1/4 SEC. 12; NE1/4 OF NE1/4 SEC. 13; SW1/4 OF SW1/4 SEC. 1; NW1/4 OF NW1/4 SEC. 18)	TO EXCAVATE FOR, CONSTRUCT, INSTALL, MARK, OPERATE, INSPECT, MAINTAIN, REPAIR, ALTER, REPLACE, RECONSTRUCT, OR REMOVE ELECTRIC AND TELEPHONE CABLES, WIRES AND OTHER EQUIPMENT	1972	NOT DEFINED	DOC. 514583
8	STATE OF NORTH DAKOTA	FLOWAGE EASEMENT	SEE MAP	TO CLEAR, IMPROVE, AND FLOOD WITH WATER	1990	99 YEARS	DOC. 680234
9	NORTH PRAIRIE RURAL WATER ASSOCIATION	RIGHT OF WAY EASEMENT	(SE1/4 SEC. 2)	RIGHT TO ERECT, CONSTRUCT, INSTALL, AND LAY, USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER TRANSMISSION LINE OR SYSTEM	1974	PERPETUAL	DOC. 539818
10	NORTH PRAIRIE RURAL WATER ASSOCIATION	RIGHT OF WAY EASEMENT	SEE MAP	RIGHT TO ERECT, CONSTRUCT, INSTALL, AND LAY, USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER TRANSMISSION LINE OR SYSTEM	1974	PERPETUAL	DOC. 539814
11	GREAT NORTHERN PIPE LINE COMPANY	50' WIDE RIGHT OF WAY GRANT	SEE MAP	RIGHT TO CONSTRUCT, MAINTAIN, INSPECT, OPERATE, PROTECT, REPAIR, REPLACE, CHANGE SIZE OR REMOVE PIPELINES	1960	NOT DEFINED	DOC. 435417
12	PORTAL PIPE LINE COMPANY	60' WIDE RIGHT OF WAY GRANT	SEE MAP	RIGHT TO CONSTRUCT, MAINTAIN, INSPECT, OPERATE, PROTECT, REPAIR, REPLACE, CHANGE SIZE OR REMOVE PIPELINES	1962	NOT DEFINED	DOC. 448119
13	VERENDRYE ELECTRIC COOPERATIVE, INC.	RIGHT OF WAY EASEMENT	(SE1/4 SEC. 7)	RIGHT OF WAY AND EASEMENT TO PLACE, CONSTRUCT, OPERATE, REPAIR, MAINTAIN, RELOCATE AND REPLACE	1974	NOT DEFINED	DOC. 526583
14	NORTHWESTERN BELL TELEPHONE COMPANY	RIGHT OF WAY PERMIT	(W1/2 OF W1/2 SEC. 1)	TO CONSTRUCT, OPERATE, AND MAINTAIN TELEPHONE LINES	1932	PERMANENT	DOC. 307550
15	MONTANA-DAKOTA UTILITIES CO.	12' WIDE PIPELINE EASEMENT	SEE MAP	RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, INCREASE CAPACITY, REMOVE AND REPLACE GAS PIPELINE OR LINES	2013	99 YEARS	DOC. 2961953
16	PORTAL PIPE LINE COMPANY	RIGHT OF WAY GRANT	(SE1/4 SEC. 7)	RIGHT TO CONSTRUCT, MAINTAIN, INSPECT, OPERATE, PROTECT, REPAIR, REPLACE, CHANGE SIZE OR REMOVE PIPELINES	1962	NOT DEFINED	DOC. 448118
17	GREAT NORTHERN PIPE LINE COMPANY	RIGHT OF WAY GRANT	(SE1/4 SEC. 7)	RIGHT TO CONSTRUCT, MAINTAIN, INSPECT, OPERATE, PROTECT, REPAIR, REPLACE, CHANGE SIZE OR REMOVE PIPELINES	1960	NOT DEFINED	DOC. 436622
18	VERENDRYE ELECTRIC COOPERATIVE, INC.	RIGHT OF WAY EASEMENT	(SEC. 18 QUARTER SECTION LINES)	PLACE, CONSTRUCT, OPERATE, REPAIR, MAINTAIN, RELOCATE AND REPLACE ELECTRIC LINE OR SYSTEM	1971	NOT DEFINED	DOC. 508065
19	JEREMY AND ALEXANDRA FAIRAIZL	REVOCABLE ENCROACHMENT PERMIT/LICENSE	SEE MAP	CONTINUE OPERATION OF A SEWER SYSTEM DRAINAGE FIELD	2009	20 YEARS	DOC. 2904418
20	CITY OF MINOT	40' WIDE SANITARY SEWER EASEMENT	SEE MAP	PLACE, CONSTRUCT, OPERATE, REPAIR, MAINTAIN, RELOCATE AND REPLACE SANITARY SEWER LINE	2015	PERMANENT	UNRECORDED

Rev.	Date	Description
THE EXHIBIT "A" DEPICTS THE LAND OWNED IN FEE AND EASEMENT BY THE CITY OF MINOT, INCLUDING KNOWN ENCUMBRANCES, WHICH LAND IS REQUIRED TO SUPPORT THE FACILITIES NECESSARY TO OPERATE THE MINOT INTERNATIONAL AIRPORT.		
ORIGINAL SIGNATURE IN RECORDATION & ENCUMBRANCE BOOKLET ACKNOWLEDGING THE ABOVE STATEMENT. SIGNED BY RICK FELTNER, AIRPORT DIRECTOR ON ____DATE____		

DRAFTED
AES

REVIEWED
KLP

PROJECT NUMBER
1515107

SHEET

EX-A3



MINOT INTERNATIONAL AIRPORT

CITY OF MINOT (OWNER)
MINOT, NORTH DAKOTA

TO BE USED AS A COMPLETE DRAWING SET FOR PLANNING PURPOSES ONLY, NOT FOR CONSTRUCTION

EXHIBIT "A" PARCEL INVENTORY TABLES

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 the Federal 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 to maintain 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 payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by 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 identity, 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 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: Bryan Banfill, Public Works Operations Director

DATE: August 17, 2026

SUBJECT: MOSQUITO PROGRAM OPTIONS PRESENTATION AND DIRECTION REQUEST

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the Staff recommendation; and**
- 2. Authorize Staff to adjust budgetary requirements for the 2027 budget; or**
- 3. City Council can provide other direction for the City's mosquito program based on alternative options provided by staff.**

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Operations Director, 701-857-4112

III. DESCRIPTION

A. Background

The City of Minot Public Works Operations Department, specifically the Street Division, is responsible for oversight of the City's Mosquito program to include budgeting, Innovative Readiness Training (IRT) application (2-years prior to spray event), and data collection to justify mosquito mitigation efforts.

B. Proposed Project

This presentation is intended to provide both the Council and the Community with information on possible public health concerns related to the seasonal mosquito population, Public Works Operations' Mosquito Program efforts, and options for consideration as they pertain to various chemical classifications and tactics that can be employed to mitigate mosquito virus transmission concerns.

C. Recommendation Detail

Staff's recommendation is based on public safety, health concerns and budgetary constraints and is informed by recommendations provided by subject-

matter experts to include First District Health, chemical specialists, and entomologists.

IV. IMPACT

A. Service/Delivery Impact:

Increased attention and implementation of a mosquito program within the City of Minot will address potential risk levels associated with West Nile Virus transmission by the mosquito population. It will also allow staff to focus on utilizing chemical treatments that are in line with Council directives.

B. Fiscal Impact

Project Costs

If Council approves Staff's recommendation, the current Street Division line item for department materials and pest control services will see an increase of roughly \$60,000 from the projected 2027 budget request. The current Department Materials line item has \$140,000 projected for 2027.

Project Funding

10040000 (46101 - Dept Materials) and (44325 - Pest Control)

VI. ALTERNATIVES

Council could direct staff to take other actions to mitigate mosquito transmission risk levels as identified by staff in the presentation. Alternative options come at a higher cost. Council could also direct staff to take an alternative approach associated with the mosquito program that differs from staff recommendations. Additional time would be requested by staff to define and seek cost estimates associated with Council directives.

MOSQUITO SURVEILLANCE PROGRAM



Bryan Banfill – Public Works Operations Director

Lisa Otto-Westman – First District Health Director of Environmental Health

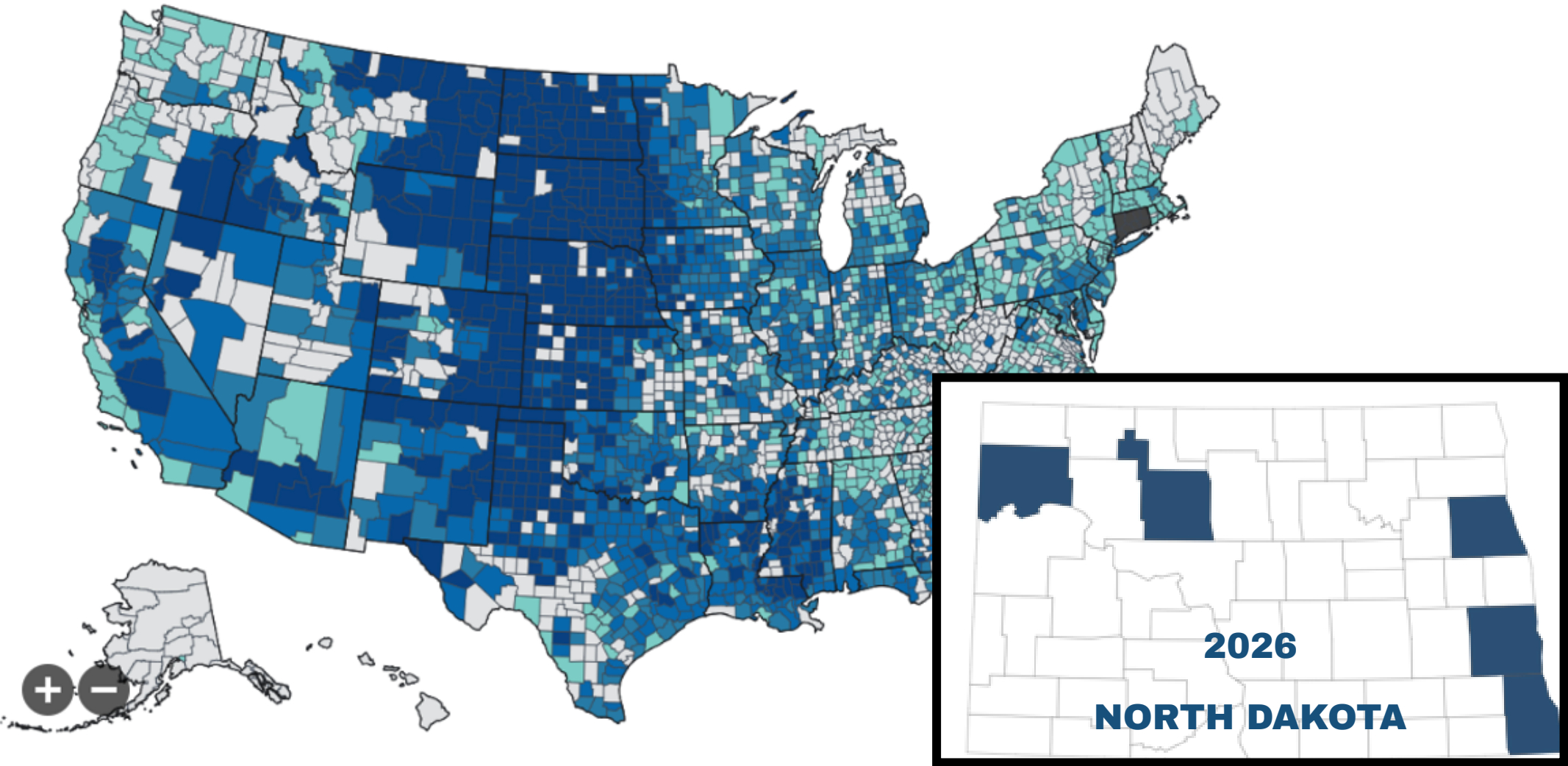
Steven Settersten – CEO & Owner Fog 'em Mosquito Control

OVERVIEW

- ❑ **WHY THIS MATTERS: FIRST DISTRICT HEALTH**
- ❑ **SPECIES OVERVIEW: FOG 'EM MOSQUITO ENTOMOLOGIST**
- ❑ **CHEMICAL CLASSIFICATIONS: FOG 'EM MOSQUITO ENTOMOLOGIST**
- ❑ **TREATMENT METHODS AND COST: PUBLIC WORKS OPERATIONS**
- ❑ **STAFF RECOMMENDATION: PUBLIC WORKS OPERATIONS**
- ❑ **QUESTIONS**
- ❑ **BACKUP DATA ANALYSIS AVAILABLE**



Bryan Banfill – Public Works Operations Director
Lisa Otto-Westman – First District Health Director of Environmental Health
Steven Settersten – CEO & Owner Fog 'em Mosquito Control



County Name	Birds	Mosquito Pools	Mammals
Cass	0	2	0
Grand Forks	0	3	0
Richland	0	1	0
Ward	0	2	0
Williams	0	1	0
Total	0	9	0

WHY THIS MATTERS

FIRST DISTRICT HEALTH

North Dakota & West Nile Virus

North Dakota consistently ranks among the states with the highest per capita rates of West Nile virus, with hundreds of cases and documented fatalities since 2002. Locally, Minot and Ward County’s climate and wetlands create highly favorable mosquito breeding conditions. West Nile virus can cause severe neurological disease, long-term disability, and death. Without a comprehensive vector control program, the community lacks a coordinated system for managing this ongoing public health threat.

Public Health Impact

Human cases are preventable, making proactive vector control one of the most effective public health interventions available. Combined with public education on personal protective measures, a comprehensive program reduces mosquito populations before they reach levels that increase disease transmission. Preventing mosquito-borne disease rather than reacting to increased risk better protects communities, preserves resources, and is far more effective and less costly than responding after widespread transmission has occurred.

MOSQUITO SPECIES IN MINOT



Aedes Species

Known as "floodwater" mosquitoes, Aedes are aggressive daytime biters. They breed in temporary standing water after rain or snowmelt. While a nuisance, they are generally lower-risk vectors for West Nile Virus in our region.



Culex Species

Culex mosquitoes are the primary vector for West Nile Virus (WNV) in Minot. They breed in stagnant, nutrient-rich water and are most active at dusk and dawn. Elevated Culex counts signal increased WNV transmission risk to residents.



FOG 'EM MOSQUITO CONTROL

Why It Matters

Identifying which species are present guides targeted control efforts. Fog 'em monitors both species throughout the season to prioritize response, focusing resources where Culex populations pose the greatest public health risk to the City of Minot.



MOSQUITO CONTROL CHEMICAL CLASSIFICATIONS

Common treatment chemicals organized by EPA signal word — most concerning to least concerning.

Adult Control

DANGER — Highly Toxic

Organophosphates — Naled & Trumpet EC: Affects the nervous system of insects; targets flying adult mosquitoes.

Positives

- Effective at quickly reducing mosquito populations
- Can cover large areas through ULV spraying

Negatives

- Broad-spectrum; can kill beneficial insects
- Toxic to bees if exposed
- Toxic to aquatic life if it enters waterways

Adult Control

WARNING or CAUTION — Moderate Toxicity (Dependent on Chemical)

Pyrethroids / Pyrethrins: Synthetic version of chrysanthemum flowers that attacks the mosquito nervous system.

Positives

- Most common mosquito control chemical in the U.S.
- Decades of use and research

Negatives

- Extremely toxic to aquatic life
- Will kill beneficial insects exposed during application

Larvae Control

CAUTION — Lower Toxicity

Methoprene — Altosid: Targets immature mosquitoes in water sources. | BTI Larvicide — Vectobac, Aquabac & Dunks: Naturally occurring soil bacteria that kills larvae.

Positives

- Low toxicity to people, pets, birds, and most wildlife
- Long-lasting in standing water
- Safe for pets, people, birds, and aquatic life (BTI)

Negatives / Limitations

- Can affect some aquatic insects (Methoprene)
- Works on feeding larvae only (BTI)
- May require multiple applications (BTI)

TREATMENT METHODS

Aerial Spray – US Air Force Reserves

Mosquito aerial spray has been utilized for over a decade. This capability has been provided at no cost by US Air Force Reserve unit. Flexibility with scheduling has been an issue in the past due to the Innovative Readiness Training application process being required (2) years prior to the event. Spray event dates, traditionally, have occurred the week prior to the ND State Fair and first or second week in August. Only cost for event is the cost of chemical procurement (\$100,000 + each year)

(NEW) Mosquito Surveillance (Required)

Mosquito surveillance operations in Northwest, Northeast, Southwest, and Southeast Minot were updated as of 1 June 2026 with a service contract that encompassed executable ground spray fogging options in case increased risk exist relating to West Nile virus testing. Surveillance includes PCR testing for WNV and mosquito counts (to include species and type identification).

(NEW) Ground Spraying (Fogging)

Ground spraying involves truck-mounted Ultra-Low Volume (ULV) equipment that disperses fine droplets at low altitudes along streets and residential areas. Treatments are conducted during evening hours when mosquitoes are most active and wind speeds are below 10 mph to ensure optimal coverage and minimal drift. Treatments can also be (for larvicide) backpack dispursed or dunks for water sources.

OPTIONS (Estimated Costs):

AERIAL SPRAY / TREATMENT

- (Adulticide – Danger) \$100,000 + per year for Chemicals (USAFR)
 - \$50,000 per spray for Chemical Procurement
- (Adulticide – Caution) \$120,000 + per year for Chemical / Aircraft
 - \$60,000 per spray for Chemical Procurement / Aircraft

GROUND (FOGGING) SPRAY / NATURAL TREATMENT:

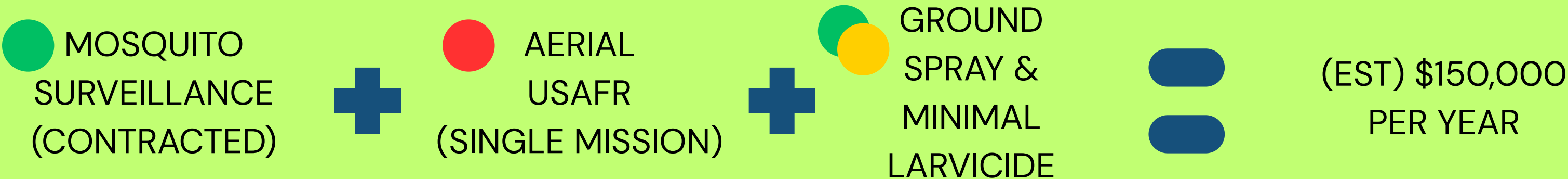
- Ground Fogging: \$27,000 + per year / per spray
 - NW: \$7,000 + per spray
 - NE: \$5,600 + per spray
 - SW: \$7,000 + per spray
 - SE: \$7,000 + per spray
- Larvicide Treatments: \$180,000 per Season
 - \$72,000 for Chemical (Methoprine/BTI – Caution)
 - \$108,000 for Labor and Equipment

MOSQUITO SURVEILLANCE:

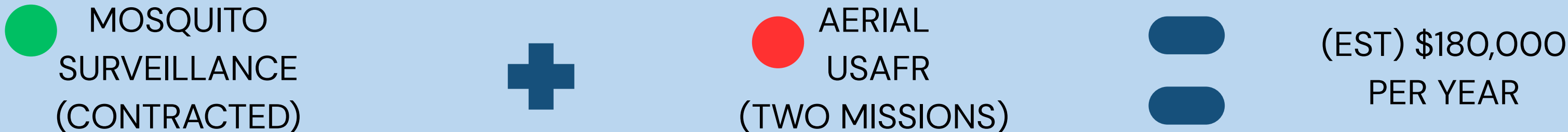
- Required for vector control: \$67,000 + per season
- Staff Option – No Expertise on Staff

STAFF RECOMMENDATION

STAFF RECOMMENDATION – HIGH LEVEL OF FLEXIBILITY, MAX COVERAGE



ALTERNATIVE OPTION 1 – NO FLEXIBILITY, SOME UNCERTAINTY, MAX COVERAGE



ALTERNATIVE OPTION 2: MAX FLEXIBILITY, MAX COVERAGE, REDUCTION TOXIC CHEMICAL EXPOSURE



QUESTIONS

Thank you for your attention. Together, through continued surveillance, targeted spraying, and community awareness, we can reduce West Nile Virus risk across Minot. For questions about the mosquito program, spray schedules, or reporting standing water, please contact the City of Minot or First District Health Unit.

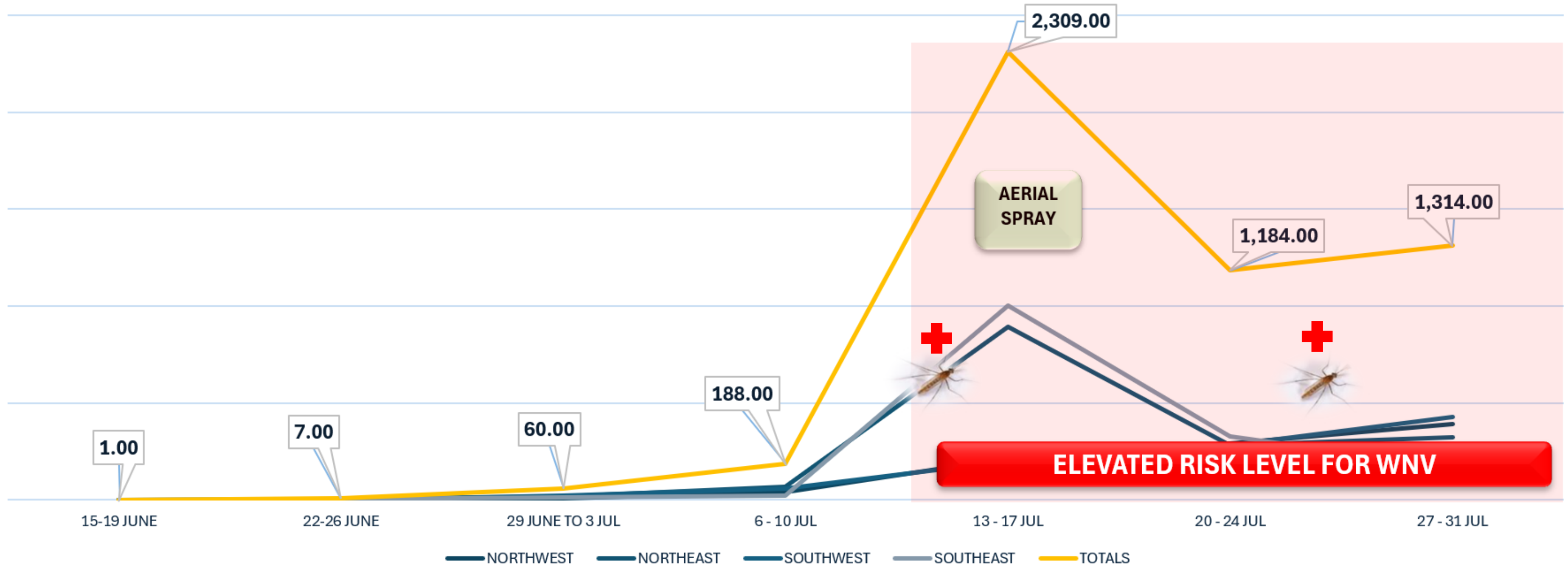


BACKUPS



VECTOR (CULEX) MOSQUITO COUNTS BY WEEK: 2026

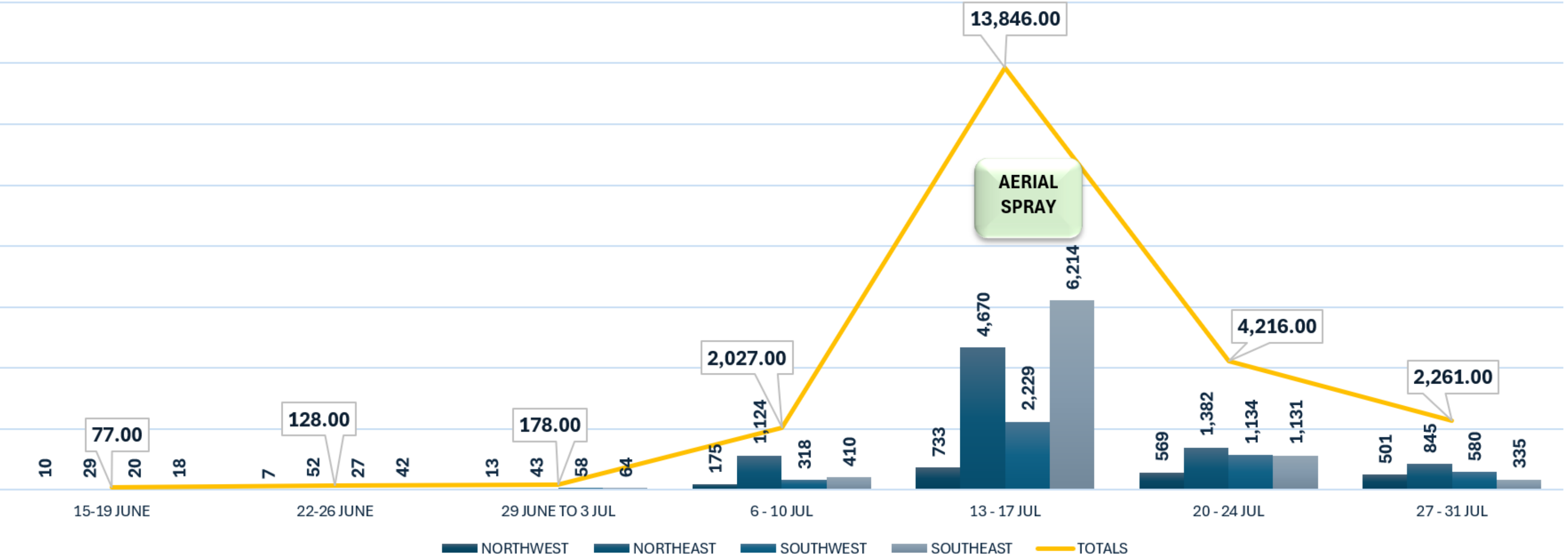
2026 Season



WEEKLY COUNTS BY QUADRANT	15-19 JUNE	22-26 JUNE	29 JUNE TO 3 JUL	6 - 10 JUL	13 - 17 JUL	20 - 24 JUL	27 - 31 JUL
NORTHWEST	0	0	6	39	213	292	393
NORTHEAST	1	4	16	66	894	280	325
SOUTHWEST	0	1	24	59	200	284	427
SOUTHEAST	0	2	14	24	1,002	328	169
TOTALS	1	7	60	188	2,309	1,184	1,314

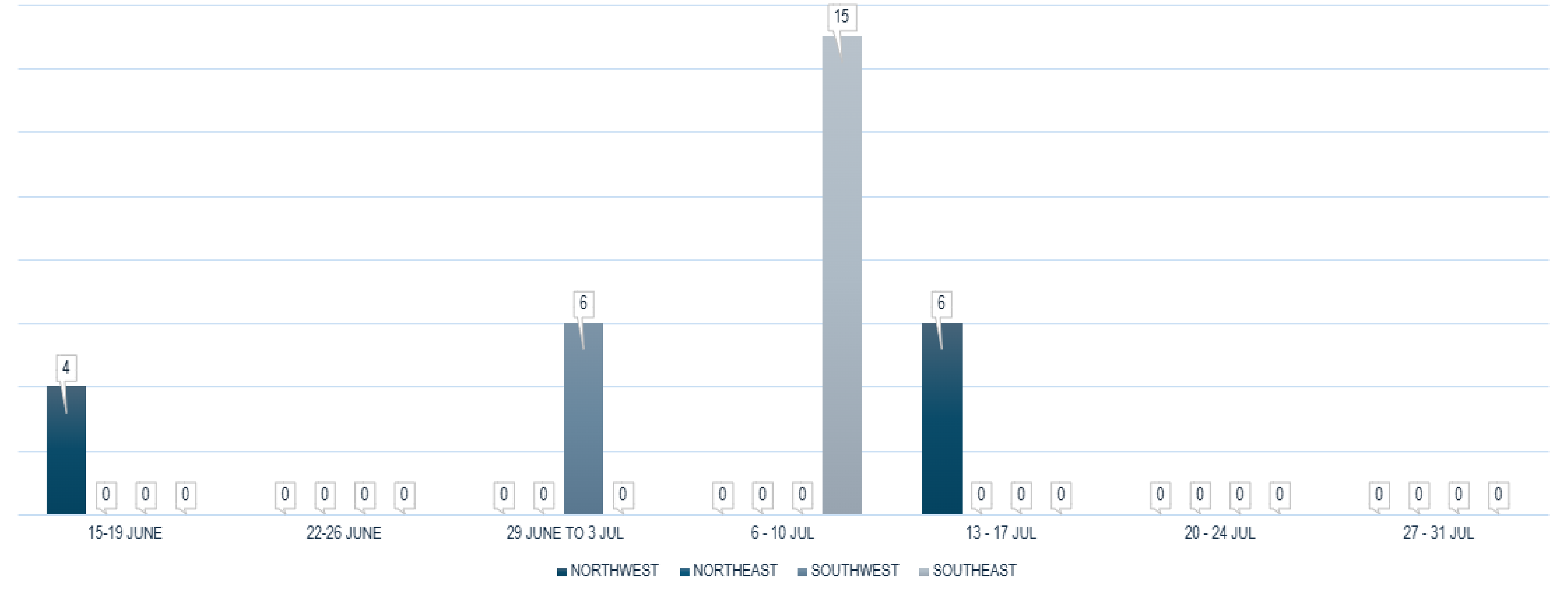
MOSQUITO COUNTS BY WEEK: 2026

2026 Season



WEEKLY COUNTS BY QUADRANT	15-19 JUNE	22-26 JUNE	29 JUNE TO 3 JUL	6 - 10 JUL	13 - 17 JUL	20 - 24 JUL	27 - 31 JUL
NORTHWEST	10	7	13	175	733	569	501
NORTHEAST	29	52	43	1124	4670	1382	845
SOUTHWEST	20	27	58	318	2229	1134	580
SOUTHEAST	18	42	64	410	6214	1131	335
TOTALS	77	128	178	2,027	13,846	4,216	2,261

LARVAE COUNTS BY WEEK: 2026



LARVAE COUNTS BY WEEK AND QUADRANT	15-19 JUNE	22-26 JUNE	29 JUNE TO 3 JUL	6 - 10 JUL	13 - 17 JUL	20 - 24 JUL	27 - 31 JUL
NORTHWEST	4	0	0	0	6	0	0
NORTHEAST	0	0	0	0	0	1	0
SOUTHWEST	0	0	6	0	0	0	1
SOUTHEAST	0	0	0	15	0	0	1
TOTALS	4	0	6	15	6	1	2

CITY OF MINOT

Aug 17, 2026

MOSQUITO SURVEILLANCE PROGRAM



Bryan Banfill – Public Works Operations Director

Lisa Otto-Westman – First District Health Director of Environmental Health

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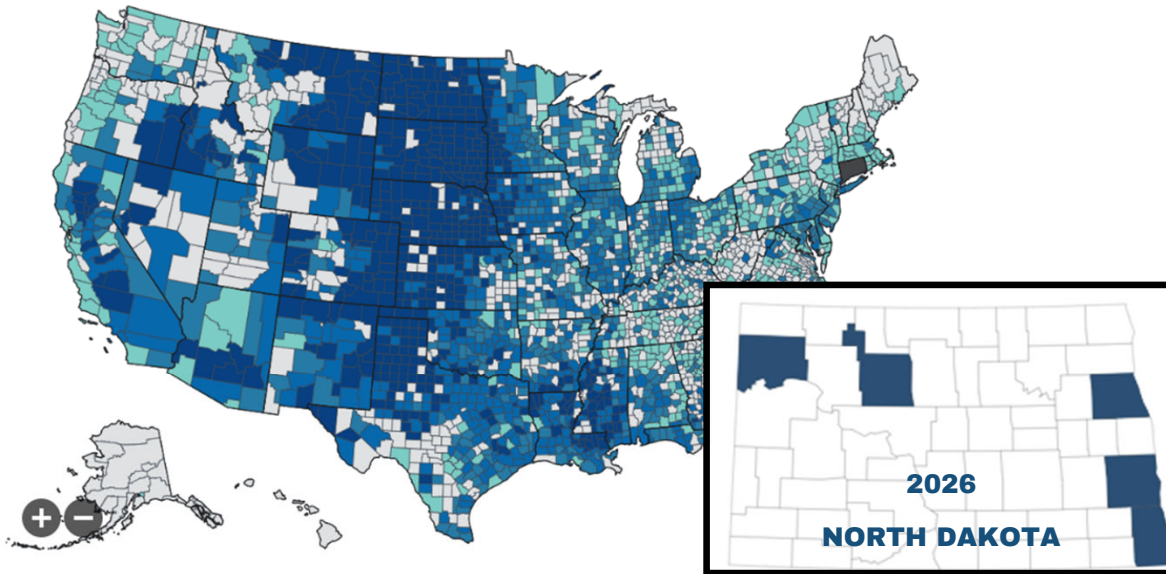
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West Nile virus human neuroinvasive disease average annual incidence per 100,000 population by county of residence, 1999–2025*



WHY THIS MATTERS

FIRST DISTRICT HEALTH

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ND Map & WNV 2026 Positive Tests: <https://www.hhs.nd.gov/health/diseases-conditions-and-immunization/wnv>

US Map: <https://www.hhs.nd.gov/health/diseases-conditions-and-immunization/wnv>

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A. Aedes

Aedes Species

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Common treatment chemicals organized by EPA signal word — most concerning to least concerning.

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Negatives

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Signal Word: An EPA required word showing short-term toxicity. DANGER = highly toxic | WARNING = moderate toxicity | CAUTION = lower toxicity

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 - \$60,000 per spray for Chemical Procurement / Aircraft

GROUND (FOGGING) SPRAY / NATURAL TREATMENT:

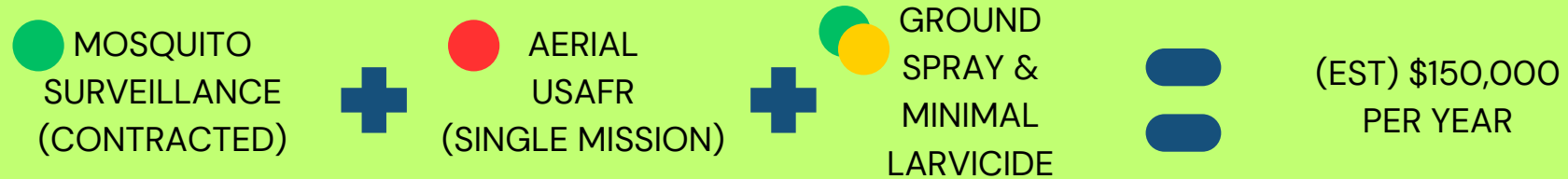
- Ground Fogging: \$27,000 + per year / per spray
 - NW: \$7,000 + per spray
 - NE: \$5,600 + per spray
 - SW: \$7,000 + per spray
 - SE: \$7,000 + per spray
- Larvicide Treatments: \$180,000 per Season
 - \$72,000 for Chemical (Methoprine/BTI – Caution)
 - \$108,000 for Labor and Equipment

MOSQUITO SURVEILLANCE:

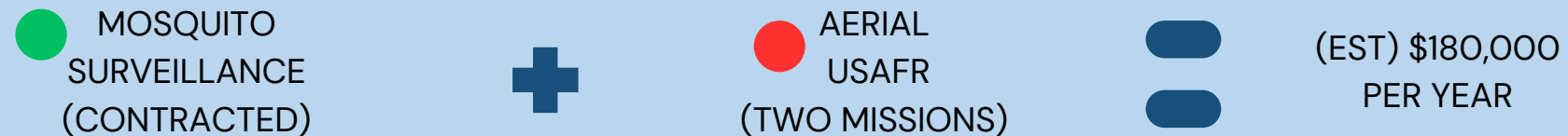
- Required for vector control: \$67,000 + per season
- Staff Option – No Expertise on Staff

STAFF RECOMMENDATION

STAFF RECOMMENDATION – HIGH LEVEL OF FLEXIBILITY, MAX COVERAGE



ALTERNATIVE OPTION 1 – NO FLEXIBILITY, SOME UNCERTAINTY, MAX COVERAGE



ALTERNATIVE OPTION 2: MAX FLEXIBILITY, MAX COVERAGE, REDUCTION TOXIC CHEMICAL EXPOSURE



QUESTIONS

Thank you for your attention. Together, through continued surveillance, targeted spraying, and community awareness, we can reduce West Nile Virus risk across Minot. For questions about the mosquito program, spray schedules, or reporting standing water, please contact the City of Minot or First District Health Unit.

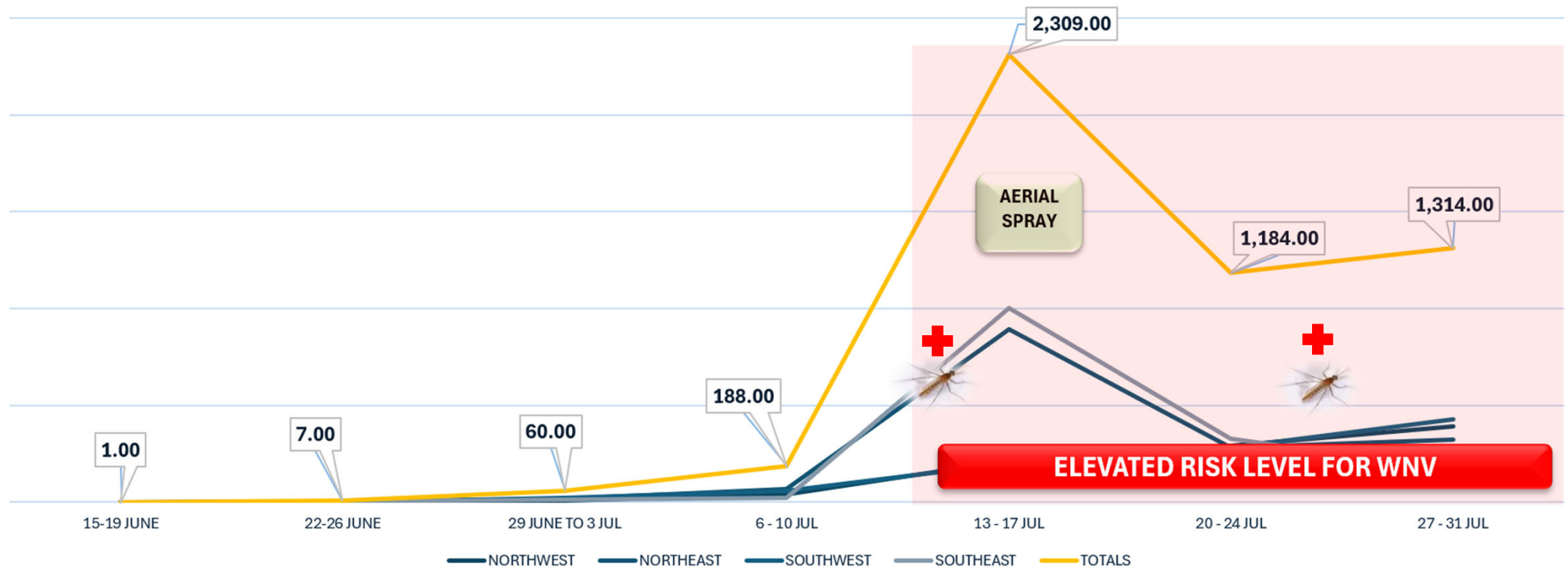


BACKUPS



VECTOR (CULEX) MOSQUITO COUNTS BY WEEK: 2026

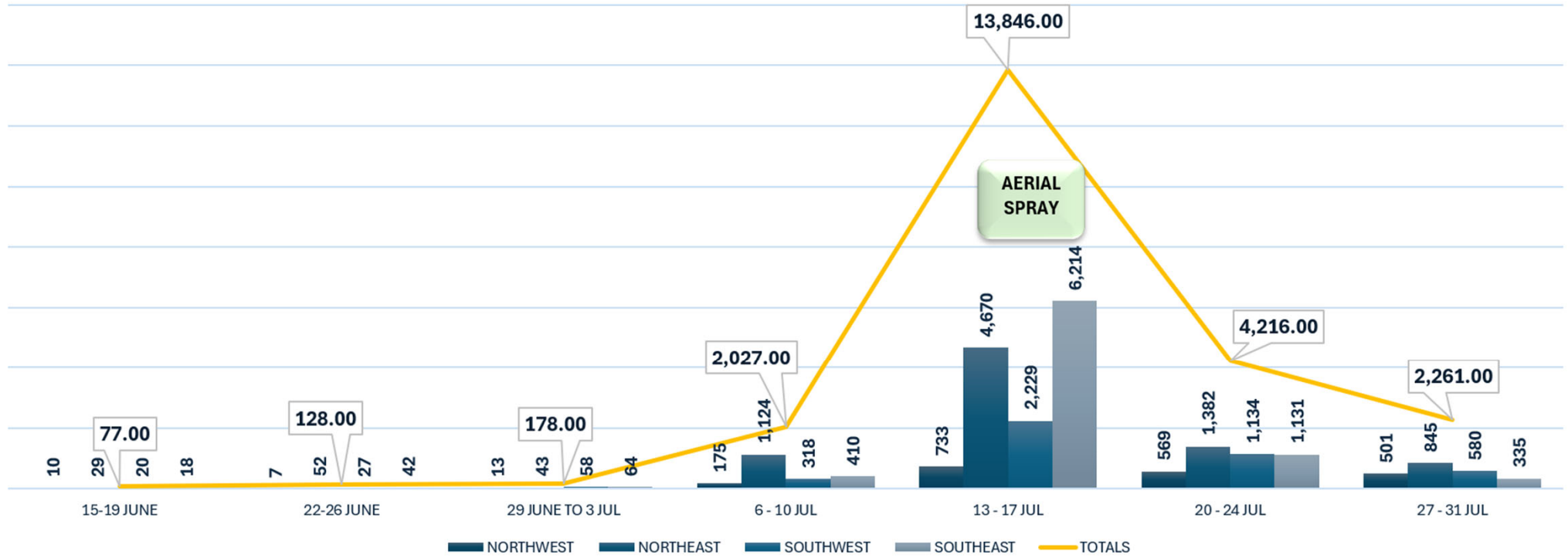
2026 Season



WEEKLY COUNTS BY QUADRANT	15-19 JUNE	22-26 JUNE	29 JUNE TO 3 JUL	6 - 10 JUL	13 - 17 JUL	20 - 24 JUL	27 - 31 JUL
NORTHWEST	0	0	6	39	213	292	393
NORTHEAST	1	4	16	66	894	280	325
SOUTHWEST	0	1	24	59	200	284	427
SOUTHEAST	0	2	14	24	1,002	328	169
TOTALS	1	7	60	188	2,309	1,184	1,314

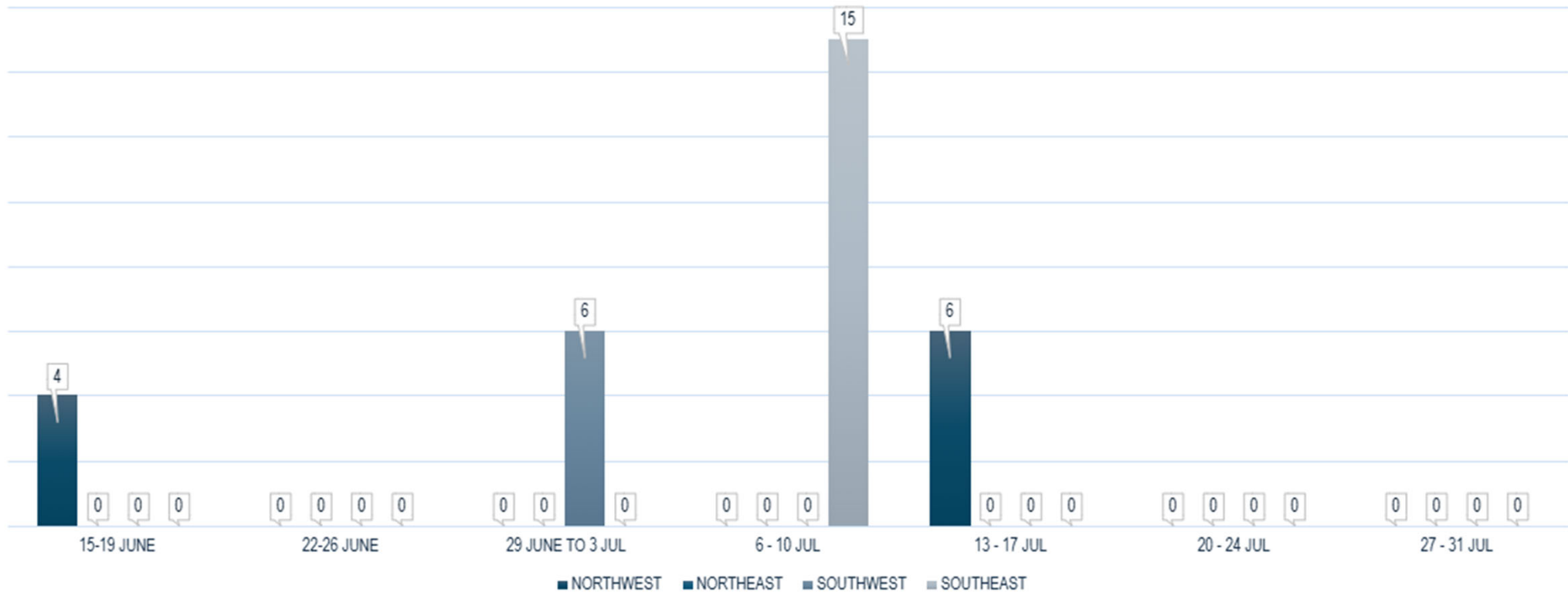
MOSQUITO COUNTS BY WEEK: 2026

2026 Season



WEEKLY COUNTS BY QUADRANT	15-19 JUNE	22-26 JUNE	29 JUNE TO 3 JUL	6 - 10 JUL	13 - 17 JUL	20 - 24 JUL	27 - 31 JUL
NORTHWEST	10	7	13	175	733	569	501
NORTHEAST	29	52	43	1124	4670	1382	845
SOUTHWEST	20	27	58	318	2229	1134	580
SOUTHEAST	18	42	64	410	6214	1131	335
TOTALS	77	128	178	2,027	13,846	4,216	2,261

LARVAE COUNTS BY WEEK: 2026



LARVAE COUNTS BY WEEK AND QUADRANT	15-19 JUNE	22-26 JUNE	29 JUNE TO 3 JUL	6 - 10 JUL	13 - 17 JUL	20 - 24 JUL	27 - 31 JUL
NORTHWEST	4	0	0	0	6	0	0
NORTHEAST	0	0	0	0	0	1	0
SOUTHWEST	0	0	6	0	0	0	1
SOUTHEAST	0	0	0	15	0	0	1
TOTALS	4	0	6	15	6	1	2



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Operations Director

DATE: August 17, 2026

SUBJECT: BUDGET AMENDMENT - CEMETERY BACKHOE LOADER AWARD OF BID

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the proposed budget amendment on first reading;**
- 2. Approve the selection of General Equipment (JCB 3CX Compact TLB); and**
- 3. Authorize staff and the Mayor to sign applicable documentation.**

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Operations Director, 701-857-4112

III. DESCRIPTION

A. Background

The cemetery currently relies on two aging pieces of equipment to carry out essential grave digging and monument setting services for the community. Over the past several years, the increasing frequency of repairs and maintenance downtime has made these machines progressively more difficult to operate and less reliable, particularly during winter conditions when safety concerns are heightened. In response, and in accordance with previous fleet replacement approvals by the council, a bid request was issued for a backhoe loader-type machine to replace both aging units. The goal was to acquire one versatile piece of equipment that can efficiently handle all cemetery operations, improving reliability, safety, and operational effectiveness while consolidating the fleet for easier maintenance and future readiness. Three bid proposals were received for the cemetery equipment replacement, each presenting distinct concerns. Although Titan Machinery (Case 575N CP Pilot) submitted the lowest bid, they failed to complete the required bid specification form and did not provide a qualified specification sheet, which prevented staff from determining whether their equipment met the necessary requirements. Butler Machinery's submission for the Caterpillar 418-07 BHL was thoroughly reviewed, revealing significant

operational challenges, including its excessive weight and dimensions that could compromise cemetery infrastructure (graves) and maneuverability within various sections of the cemetery grounds. Given these issues, the only viable and suitable option is the high bid option from General Equipment, whose JCB 3CX Compact TLB met all specifications, eliminated weight concerns, and allowed staff to operate efficiently within all cemetery sections without causing additional damage or increasing equipment requirements. Funding for this equipment will come from past set-asides and sales tax revenues, ensuring no general fund or property tax dollars are used for this purchase.

B. Proposed Project

The cemetery seeks to improve operational reliability and safety by replacing two aging machines with a single, versatile backhoe loader. After a thorough evaluation of three bid proposals, General Equipment's JCB 3CX Compact TLB is being recommended as the only viable option, meeting all specifications and minimizing risks associated with equipment weight and maneuverability.

C. Recommendation Detail

Staff recommendation is based on the needs of Cemetery staff and their operational requirements, factoring in infrastructure and grounds limitations. Staff conducted the equipment procurement process in strict accordance with current policy guidelines, building upon prior council approval for the 2026 fleet replacement. Each bid proposal was thoroughly reviewed to ensure compliance with bid specifications and operational requirements for cemetery services, confirming that only qualified submissions were considered.

IV. IMPACT

A. Service/Delivery Impact:

The replacement of aging cemetery equipment with the JCB 3CX Compact will significantly enhance service reliability and operational safety, ensuring efficient grave digging and monument setting with reduced risk of infrastructure damage. This upgrade streamlines maintenance and preserves established burial procedures, allowing staff to deliver consistent, high-quality services to the community while reducing equipment inventory and maintenance requirements for aging equipment.

B. Fiscal Impact

Project Costs

General Equipment (JCB 3CX Compact): \$144,800

Project Funding

12054000 - 57500 (capital equipment): \$144,800

\$54,000 has been set aside in the 2023-2025 budgets, the remaining \$90,800 will come from Sales Tax Improvements cash reserves.

VI. ALTERNATIVES

City Council could elect not to approve the selection of the General Equipment Loader. If City Council directs staff to select one of the other two equipment items due to cost, it is likely infrastructure would be damaged due to the weight of the equipment and maneuverability within the Cemetery grounds could cause damage to stationary infrastructure.

Specification	Titan Machinery	Butler Machinery	General Equipment			VENDORS	BID AMOUNT
Proposed Price	\$101,783.15	\$117,490.00	\$144,800.00			Titan Machinery	\$101,783.15
Make and Model	Case 575N CP Pilot	Caterpillar 416-07 BHL	JCB 3CX Compact TLB			Butler Machinery	\$117,490.00
Equipment Weight	18,298	16532 to 24,251	13018 to 13,514			General Equipment	\$144,800.00
Length x Width x Height	23'1" x 7'6" x 12'7"	23' x 7'5" x 12'	18'1" x 6'6" x 9'				
Vendor Completed Specification Worksheet	No	Yes	Yes				
Vendor Completed Bid Worksheet	Yes	Yes	Yes				
Vendor Provided Deviation Letter	No	Yes	Yes				
Latest industrial wheel loader model	Yes	Yes	Yes				
Brochure showing minimum specifications provided	Yes	Yes	Yes				
Engine: Turbo-Charged	Yes	Yes	Yes				
Engine: Soft Plug Heater	UNK	Yes	Yes				
Engine: 70-hp minimum	UNK	Yes	Yes				
Engine: Dual element dry type air cleaner w/ aspirator pre-cleaner	UNK	Yes	Yes				
Engine: (-35 degrees) F anti-freeze mixture	UNK	Yes	Yes				
Engine: Water separator fuel filter	UNK	Yes	Yes				
Drive Train: Minimum of Three (3) forward and three (3) reverse speeds	UNK	Yes	Yes				
Drive Train: Torque Converter Automatic	UNK	Yes	Yes				
Drive Train: Rear Differential Lock engageable under full Engine RPM	UNK	Yes	Yes				
Drive Train: Front Limited Slip Differential	UNK	Yes	Yes				
Drive Train: Inboard Planetary Gear Drive to Each Wheel	UNK	Yes	Yes				
Brakes: Service brakes shall be wet disk type, sealed and fully enclosed to allow Operation in water, mud, snow or other adverse conditions without Encountering brake fade	UNK	Yes	Yes				
Brakes: Parking/Secondary brake shall be equipped with a warning light and or Buzzer	UNK	Yes	Yes				
Steering: Full Power 4 Wheel Steering w/Emergency Dead Engine Steering capability	UNK	Yes	Yes				
Cab: Seat upholstered, bucket type, air ride suspension, seat belt	UNK	Yes	Yes				
Cab: Cab shall be ROPS/FOPS certified	UNK	Yes	Yes				
Cab: Rear view mirror and two outside mirrors	UNK	Yes	Yes				
Cab: Instrument panel gauges -Odometer/speedometer, tachometer, engine water temp., hydrostatic oil temp., engine oil pressure, hydraulic and air filter restriction, voltmeter, fuel gauge, hour meter, indicator in cab	UNK	Yes	Yes				
Cab: all gauges shall be fully illuminated.	UNK	Yes	Yes				
Cab: Tinted windshield, sun visor, windshield wipers w/washer system (electric)	UNK	Yes	Yes				
Cab: Enclosed Cab pressurized, soundproofed, Am/Fm radio	UNK	Yes	Yes				
Cab: Warning system (audible and visual) for low engine oil and high engine water temp	UNK	Yes	Yes				
Cab: Air Conditioning, Heater and Defrost	UNK	Yes	Yes				
Cab: Ride Control	UNK	Yes	Yes				

Cab: Front and Rear Windshield Wipers	UNK	Yes	Yes		
Cab: Opening and Latched Side windows	UNK	Yes	Yes		
Cab: Fire Extinguisher	UNK	Yes	Yes		
Cab: Rear Backup Camara	UNK	Yes	Yes		
Cab: Maximum Cab Height 9'6"	UNK	Yes	Yes		
Lighting: Four Front and Four Rear LED Works Lights, Two Stops Lights, Turn Signals, Taillights and Dome Lights	UNK	Yes	Yes		
Lighting: Top Beacon 360 LED Strobe Light	UNK	Yes	Yes		
Hydraulic System: Low level warning system	UNK	Yes	Yes		
Hydraulic System: Third Hydraulic System for Operation of Auxiliary Attachment with Quick Couplers Matching Current Breaker	UNK	Yes	Yes		
Hydraulic System: Complete fully filtered hydraulic system of sufficient capacity and strength to operate all hydraulic components	UNK	Yes	Yes		
Backhoe: Extendable dipper stick	UNK	Yes	Yes		
Backhoe: Minimum extended digging depth of 11 feet	UNK	Yes	Yes		
Backhoe: Buckets shall be heavy duty, one 36-inch	UNK	Yes	Yes		
Backhoe: And one 18-inch width with replaceable teeth	UNK	Yes	Yes		
Backhoe: Adequate counterweight to offset backhoe operations. Operator controls shall be two lever pilot joysticks controls and pattern selection feature to change	UNK	Yes	Yes		
Backhoe: Power Slide with Strait down compact down riggers	UNK	Yes	Yes		
Backhoe: The unit shall be supplied with a quick coupler for the backhoe bucket and existing impactor.	UNK	Yes	Yes		
Backhoe: Attachment International or approved equal	UNK	Yes	Yes		
Loader: Minimum Operating Weight of 13,000 Pounds Excluding Tire Ballast and all Required Specifications Listed	UNK	Yes	Yes		
Loader: Self-Leveling, With Heavy-Duty Bucket with the Minimum width of the Overall Loader Width, Bolt on Cutting Edge Mounted to Bucket	UNK	Yes	Yes		
Tires: Front 340/65R18 Michelin XP27 Radial (Or approved equivalent) Readily Available	UNK	Yes	Yes		
Tires: Rear 340/65R18 Michelin XP27 Radial (or approved Equivalent) Readily Available	UNK	Yes	Yes		
Tires: Front Fenders	UNK	Yes	Yes		
Electrical: Alternator w/regulator 90 amp, 12-volt heavy-duty batteries - 1400 CCA Min	UNK	Yes	Yes		
Electrical: Electric engine starter	UNK	Yes	Yes		
Electrical: Backup alarm	UNK	Yes	Yes		
Paint: Manufacturers Standard Yellow	UNK	Yes	Yes		
Service and Warranty: The vendor shall clearly indicate all warranties that are furnished. Because operation of this unit is essential, Service and parts must be located within 30 miles of City of Minot, ND. Bidder shall provide the location where service and complete parts inventory is located	UNK	Yes	Yes		

Service and Warranty: A loaner loader will be provided at no cost within 12 hours of request in the event of a warranty issue	UNK	Yes	Yes		
Service and Warranty: 5-year 4000-hour full machine warranty will be provided with no Deductible	Yes	Yes	Yes		
Manuals: The unit shall be furnished with an operators, service, parts and maintenance manuals to include hydraulic and electrical schematics and problem-solving guide (can be in book or CD form) and troubleshooting manuals. City of Minot will receive all tech service bulletins and updates. In addition, any software or cables required to connect unit to a computer for diagnostic or troubleshooting shall be provided with a USB connection to the computer user end.	UNK	Yes	YES/ NO - Manuals Yes, Connections for Diagnostics no.		
Delivery: Delivery must be guaranteed in 180 days after award. Failure to deliver shall result in low bidder providing a unit at no cost to the City until delivery of bid unit is provided.	UNK	Yes	Yes		
Additional Item: Please provide a list of vendors recommended options that the vendor feels make the machine operate more optimally. Provide a short narrative of each option to explain the benefit along with the associated cost.	No	Yes	Yes		

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE CEMETERY DEPARTMENTS CAPITAL EQUIPMENT EXPENSES FOR THE PURCHASE OF A BACKHOE LOADER AND APPROVE THE TRANSFER AND USE OF SALES TAX IMPROVEMENTS 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 cemetery departments capital equipment expenses for the purchase of a backhoe loader:

12054000-57500	2023540001	\$114,800
12000000-39114	2023540001	90,800
25254000-49103		90,800

- §2: Approve the transfer of funds:

25254000-49103		\$90,800
12000000-39114	2023540001	(90,800)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Operations Director

DATE: August 17, 2026

SUBJECT: BUDGET AMENDMENT - CEMETERY ACCEPTANCE OF DONATION

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment authorizing staff to accept the donation.

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Operations Director, 701-857-4112

III. DESCRIPTION

A. Background

Rosehill Cemetery has received a donation from Rick & Gale Olson for \$100.00 in memory of Leroy Smestad (Longtime resident and Businessman in Minot).

B. Proposed Project

When a financial donation is received that has not been included in the current budget, staff must present the donation to the council for approval before it can be accepted or used. This process ensures that all contributions are formally reviewed and authorized, supporting transparency and proper stewardship of funds.

C. Recommendation Detail

Staff recommendation for the budget amendment allowing Rosehill Cemetery the ability to accept the donation is a requirement driven by the Budget appropriation process.

IV. IMPACT

A. Service/Delivery Impact:

N/A

B. Fiscal Impact

Project Costs

\$100.00 Donation

Project Funding

VI. ALTERNATIVES

N/A

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
CEMETERY DEPARTMENT MATERIALS & SUPPLIES EXPENSES AND
CONTRIBUTIONS & DONATIONS REVENUE FOR DONATIONS RECEIVED.**

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

- §1: Amend the 2026 annual budget to increase the cemetery department materials & supplies expenses and contributions & donations revenue for donations received:

12054000-46101		\$100
12000000-36400		100

- §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: August 17, 2026

**SUBJECT: BUDGET AMENDMENT - LITTLE ROOSEVELT LOW HEAD DAM
REMEDiation AWARD OF BID (4618.1)**

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Award the bid for the Little Roosevelt Low Head Dam Remediation Project to Park Construction Company for the lowest bid of \$755,652.00, plus a 3% contingency for a total of \$778,321.56, contingent on the receipt of a DWR grant;**
- 2. Authorize the Mayor to sign the agreement; and**
- 3. Approve the budget amendment on first reading**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In the late 1970s and 80s, the US Army Corps of Engineers completed a major flood control project in Minot by channelizing the Souris River and eliminating the winding nature. As a result, "dead loops" were created with control structures on each end and low head dams between the structures, so water could still flow through the dead loops when gates are opened. The Little Roosevelt low head dam is one of these structures. Due to the 4'-6' drop-off over the dam, under currents (called a roller effect) create human safety risks. In 2020, the ND State Water Commission assessed low head dams across the state and a few of the structures in Minot made the priority list. The Minot Little Roosevelt low head dam has medium-high hazard prioritization in the state. This project was initially listed for the 2022 CIP. Council approved the grant agreement for engineering in January 2023. City staff have begun applying for a grant for 75% of the construction costs of this project through the Department of Water Resources.

The project was previously bid on March 12, 2026, but the bids received were much higher than the amount estimated. It was recommended to reject the bids and rebid. The consultant engineer made a few plan revisions and performed some value engineering to help reduce the cost. The project was rebid and on Thursday, July 30, 2026, bids were opened for the Little Roosevelt Low Head Dam Remediation Project. Below is a copy of the bid tabulation:

Little Roosevelt Low Head Dam Remediation Project Bid Tabulation

Engineer's Estimate	\$1,178,375.00
Park Construction Company	\$755,652.00
Wagner Construction	\$801,355.00
Bluestone Construction Inc.	\$1,001,593.00
Veit & Company, Inc.	\$1,370,324.00

B. Proposed Project
Installation of riprap riffles to remove the undertow or roller effect danger on the Little Roosevelt dam on the Mouse River.

C. Recommendation Detail
N/A

IV. IMPACT

A. Service/Delivery Impact:
This project will eliminate the roller effect and the human safety hazard.

B. Fiscal Impact
Project Costs
Design engineering has been awarded at a cost of \$194,290.

The construction of the project is \$755,652.00. If the DWR grant is approved, 75% or \$566,739.00 is state funded and \$188,913.00 is funded from sales tax flood control.

Project Funding
In December of 2022, the State Water Commission awarded up to \$168,750 for the design engineering portion of the project. The City funded the remaining 25% by sales tax flood control. Funding for the construction portion of the project will come from sales tax and DWR grant funding. The total project cost will be reimbursed by the state at a 75/25 cost share.

VI. ALTERNATIVES

City Council could decide not to award the project and the roller effect and human safety hazard will remain.

Memorandum

To: Veronica Meyer, City of Minot
From: Matt Peterson, Barr Engineering Co.
Subject: Review of Bids for Little Roosevelt Dam Modifications – July 2026 Rebidding
Date: July 30, 2026
Project: City Project No. 4618.1, Barr Project No. 34511030.00
c: Jason Westbrook, Barr Engineering Co.

Bid Opening Results

On July 30, 2026, bids for the rebidding of the Little Roosevelt Dam Modifications Project were received online via QuestCDN VirtuBid (vBid); bids were opened and read aloud via a Microsoft Teams meeting at 2:00pm Central time. The project included a Base Bid as well as a Bid Alternate to possibly complete additional work along the south bank of the river that was originally intended to be completed as part of the MREFPP MI-6 project. The following bids were received for the project. A detailed bid tabulation is provided in Attachment A.

Bidder Name	Base Bid Total	Alternate Total
Park Construction Company	\$755,652.00	\$84,202.00
Wagner Construction	\$801,355.00	\$82,795.00
Bluestone Construction Inc.	\$1,001,593.00	\$99,405.00
Veit & Company, Inc.	\$1,370,324.00	\$129,675.00

Barr has reviewed the bids for completeness based on requirements listed in the Project Manual under Section C-410 Bid Form and determined that the bids meet the list of requirements to be considered a Qualified Bidder for the project as summarized below:

- Required Bid Form;
- Required Bid Security; and
- North Dakota Contractor's License or Certificate of Renewal.

The apparent low bidder is Park Construction Company.

To: Veronica Meyer, City of Minot
From: Matt Peterson, Barr Engineering Co.
Subject: Review of Bids for Little Roosevelt Dam Modifications – July 2026 Rebidding
Date: July 30, 2026
Page: 2

Background on Previous Bidding

This is the third bidding of this project. Bids for the project were originally opened on December 18, 2025, and the low bid at that time was \$3,071,570.00. In January 2026, City Council voted to reject all bids from the December 2025 bid opening and rebid the project with extended completion dates.

Bids from the second bidding of the project were opened on March 12, 2026, and the low bid at that time was \$2,118,580.00. After the second bid opening, the City Council again voted to reject bids and rebid the project. At this time, the City elected to undergo a value engineering exercise with the project team to review ways to possibly reduce the construction cost of the project. Modifications to the design were made to the project including allowing construction in the wet and eliminating one of the rows of boulders, which led to the reduced low-bid cost in the July 30, 2026 bid opening.

Recommendation

Barr recommends awarding the contract to Park Construction Company for the Base Bid Total Amount of \$755,652.00.

The City is currently pursuing a cost-share with the North Dakota Department of Water Resources (DWR). Approval of the cost-share application will be voted on at the October 8, 2026 State Water Commission Meeting. Thus, it is recommended that the award of the construction contract be made contingent upon approval of the DWR cost-share.

Should the City wish to proceed with awarding the contract as recommended, a Notice of Award is included in Attachment B for the City to review and sign.

If you have any questions or would like to discuss further, please contact Matt Peterson or Jason Westbrook.

Attachment A – Bid Summary

Attachment B – Notice of Award

Little Roosevelt Dam Modifications (#10267485)
Owner: Minot ND, City of
Solicitor: Barr Engineering, Bloomington, MN
07/30/2026 02:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Park Construction Company		Wagner Construction		Bluestone Construction Inc.		Veit & Company, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
General													
	1	A	Mobilization	LS	1	\$84,000.00	\$84,000.00	\$65,000.00	\$65,000.00	\$112,000.00	\$112,000.00	\$285,000.00	\$285,000.00
	2	B	Temporary Erosion Control	LS	1	\$12,700.00	\$12,700.00	\$9,000.00	\$9,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00
	3	C	Water Control	LS	1	\$90,300.00	\$90,300.00	\$161,000.00	\$161,000.00	\$98,000.00	\$98,000.00	\$318,000.00	\$318,000.00
	4	D	Remove Gatewell Fence, Equipment, and Concrete	LS	1	\$15,600.00	\$15,600.00	\$11,000.00	\$11,000.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00
	5	E	Fill Gatewell with CLSM	CY	16	\$689.00	\$11,024.00	\$800.00	\$12,800.00	\$768.00	\$12,288.00	\$1,350.00	\$21,600.00
	6	F	Sediment Removal	CY	1090	\$31.00	\$33,790.00	\$54.00	\$58,860.00	\$41.00	\$44,690.00	\$53.00	\$57,770.00
	7	G	Boulders for Rock Riffles	EA	75	\$820.00	\$61,500.00	\$725.00	\$54,375.00	\$825.00	\$61,875.00	\$945.00	\$70,875.00
	8	H	Base Rock for Rock Riffles	TONS	1505	\$120.00	\$180,600.00	\$112.00	\$168,560.00	\$146.00	\$219,730.00	\$145.00	\$218,225.00
	9	I	Granular Filter for Rock Riffles	TONS	2040	\$78.20	\$159,528.00	\$68.00	\$138,720.00	\$121.00	\$246,840.00	\$95.00	\$193,800.00
	10	J	Excavation for Bank Stabilization	CY	450	\$27.20	\$12,240.00	\$34.00	\$15,300.00	\$31.00	\$13,950.00	\$50.00	\$22,500.00
	11	K	Riprap for Bank Stabilization	TONS	530	\$113.00	\$59,890.00	\$118.00	\$62,540.00	\$154.00	\$81,620.00	\$150.00	\$79,500.00
	12	L	Granular Filter for Bank Stabilization	TONS	200	\$72.90	\$14,580.00	\$86.00	\$17,200.00	\$108.00	\$21,600.00	\$115.00	\$23,000.00
	13	M	Site Restoration	LS	1	\$19,900.00	\$19,900.00	\$27,000.00	\$27,000.00	\$34,000.00	\$34,000.00	\$30,054.00	\$30,054.00
Base Bid Total:							\$755,652.00		\$801,355.00		\$1,001,593.00		\$1,370,324.00
Alternates													
	14	ALT A	Right Bank Boulders	EA	11	\$975.00	\$10,725.00	\$725.00	\$7,975.00	\$825.00	\$9,075.00	\$1,500.00	\$16,500.00
	15	ALT B	Right Bank Riprap	TONS	495	\$119.00	\$58,905.00	\$118.00	\$58,410.00	\$144.00	\$71,280.00	\$195.00	\$96,525.00
	16	ALT C	Right Bank Granular Filter	TONS	155	\$72.90	\$11,299.50	\$86.00	\$13,330.00	\$108.00	\$16,740.00	\$95.00	\$14,725.00
	17	ALT D	Right Bank Geotextile Fabric	SY	385	\$8.50	\$3,272.50	\$8.00	\$3,080.00	\$6.00	\$2,310.00	\$5.00	\$1,925.00
Alternate Total:							\$84,202.00		\$82,795.00		\$99,405.00		\$129,675.00

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Minot, ND	Owner's Project No.:	4618.1
Engineer:	Barr Engineering Co.	Engineer's Project No.:	34511030.00
Project:	Little Roosevelt Dam Modifications		
Contract Name:	Little Roosevelt Dam Modifications		
Bidder:	Park Construction Company		
Bidder's Address:	1481 81st Ave NE, Minneapolis, MN 55431		

You are notified that Owner has accepted your Bid dated **July 30, 2026** for the above Contract, and that you are the Successful Bidder and are conditionally awarded a Contract for:

Little Roosevelt Dam Modifications – Generally consisting of installing rock riffles downstream of the existing dam, installing riprap on the north river bank, and modifying a gate well on the north river bank.

This contractor is awarded conditionally upon the City's ability to obtain cost-share for the construction project from the North Dakota Department of Water Resources. Approval of the cost-share application will be voted on at the October 8, 2026 State Water Commission Meeting.

The Contract Price of the awarded Contract is **\$755,652.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes and Unit Price Work, as applicable.

2 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 2 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Minot

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE FLOOD CONTROL CAPITAL INFRASTRUCTURE REVENUES AND EXPENDITURES FOR THE LITTLE ROOSEVELT LOW HEAD DAM REMEDIATION PROJECT AND APPROVE THE USE AND TRANSFER OF SALES TAX FLOOD CONTROL 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 Flood Control Capital Infrastructure revenues and expenditures for the Little Roosevelt Low Head Dam Remediation project:

41094000-57200	2023940001	\$ 778,322
41000000-39101	2023940001	30,653
25374000-49101		30,653
10000000-39115		30,653
10040000-49124		30,653

- §2: Approve the transfer of Sales Tax Flood Control cash reserves:

25374000-49101		\$30,653
10000000-39115		(30,653)
10040000-49124		30,653
41000000-39101	2023940001	(30,653)

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Brent Weber, Deputy Fire Chief

DATE: August 17, 2026

SUBJECT: BUDGET AMENDMENT - FY2025 STATE HOMELAND SECURITY GRANT AWARD

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Accept the grant award in the amount of \$68,000;**
- 2. Authorize the Deputy Fire Chief to sign the award documentation;**
and
- 3. Approve the budget amendment on first reading.**

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Minot Fire Department applied for a security grant through the NDDES 2025 State Homeland Security Grant Program (SHSP) for soft targets. This grant would update door access points throughout all five fire stations, replacing the added cypher locks that are currently in use.

B. Proposed Project

The project involves replacing all current security locks for entry doors to the badged access system that is currently used at Minot City Hall. The Fire Department will be using the existing system through City IT to manage all badges, thus reducing the cost of the change. The Fire Department currently has cipher locks that need code changes when employees leave the Department. This code change is also required by the FAA to stay in compliance with FAA regulations.

C. Recommendation Detail

Recommend accepting the State award in the amount of \$68,000.

Recommend the Mayor or designee to sign and initial the State documentation award letter.

IV. IMPACT

A. Service/Delivery Impact:

This project will update security measures in the Fire Department and across all Departments within the City that need access to our location. This project allows for activation and deactivation of employee badges easily and will track the use of these badges.

B. Fiscal Impact

The FY2025 SHSP Grant will cover the cost of the new security system and installation of that system for all 17 entry points across the five fire stations up to \$68,000. The remaining costs will be funded through the Airport budget.

Project Costs

\$68,000 - Federal Operating Revenue

Project Funding

FY 2025 SHSP GRANT

2026300003.10030000.44327 - \$68,000

VI. ALTERNATIVES

Deny the funding and the project will not move forward.

July 30, 2026

City of Minot (Fire Dept)
Brent Weber, Deputy Chief
PO Box 5006
Minot, ND 58702

Dear Brent Weber:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) Division of Homeland Security; your grant application submitted for the FY 2025 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of \$68,000.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDes within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial first page of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and initialed Special Conditions page into the NDDes Grants System (<https://grants.des.nd.gov>) to the [Project](#) page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the [Project](#) page. (Note: A documented procurement policy is required per 2 CFR §200.318(a)).

Procurement Requirements

Federal 2 CFR §200.318-200.326 [Procurement Standards](#) as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of \$15,000 or more **must** obtain a **minimum** of **three quotes** (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be **excluded** from competing on those procurements. (2 CFR §200.319(b)) regardless of cost of project. Avoid conflicts of interest (2 CFR §200.318(c)).

Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDes prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.



Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist for more information on the types of documentation you will need to provide to NDDES to show compliance. This information can be found at [General Resources \(Non-Disaster\) - grants.des.nd.gov](https://grants.des.nd.gov).

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. More information and a current list of State Contracts can be found at [State Contracts and Cooperative Purchasing | Office of Management and Budget North Dakota](#). Click on the State Contracts List Select button. You may be asked to verify your browser. Select **Active** from the dropdown box under **Status** at the top of the page Select **Yes** from the dropdown box under **Cooperative Agreement?** At the top of the page.

Project Reporting

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at <https://grants.des.nd.gov> on the Project page under Progress Monitoring tab.

Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov>
2. On your home page click on **FY 2025 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Dave Rice at 701-328-8100 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief



Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER



NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: FY 2025 State Homeland Security Grant Program			
CFDA No. 97.067 SHSP		Federal Award to NDDDES: \$4,362,750	
Federal Award Identification Number: EMW-2025-SS-05047		Federal Award Date: September 26, 2025	
This award is not for R&D.		Indirect Cost Rate: 0% - ND does not have an approved ICR.	
Federal Awarding Agency: U.S. Department of Homeland Security			
Subrecipient Name and Address City of Minot (Fire Dept) PO Box 5006 Minot, ND 58702		Subrecipient Authorized Contact Name: Brent Weber Telephone: 701-857-4740 Email: brent.weber@minotnd.gov	
Subrecipient UEI: D33RGAW88JU9	Subrecipient Grant Number: 40	County/Tribe: Ward	
Period of Performance/Budget Period:	Start Date: July 30, 2026	End Date: May 31, 2028	
Total Federal Funds Obligated: \$68,000.00	Subrecipient Cost Share: \$0.00	Total Project Cost: \$68,000.00	
Project Description: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDDES quarterly through the NDDDES grant portal (https://grants.des.nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at General Resources (Non-Disaster) - grants.des.nd.gov. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDDES Approval	
Signature	Date	Signature 	Date 7/30/2026
Name and Title of Authorized Representative Brent Weber Deputy Chief		Name and Title of Authorized Representative Darin Hanson Director, HSEM	

SPECIAL CONDITIONS

State Homeland Security Grant Program (SHSP)

NDDes Terms and Conditions

1. NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

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

2. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from NDDes. NDDes will forward the request to FEMA for review.

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

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

4. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated.

5. Award Acceptance

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

Federal Program Specific Terms and Conditions

Article 48 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the

applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the Eos and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 Applicability of DHS Standard Terms and Conditions to Tribal Nations

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

Article 50 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award.

Article 51 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or the other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds

or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and include in the award file.

Article 54 Build America, Buy America Act (BABAA) Required Contract Provisions & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 Summary of Award and Subprograms

The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding and Operation Stonegarden (OPSG) funding. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.

Article 56 HSGP Performance Goals

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article 57 OPSG Program Performance Goals

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed

the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article 58 Operation Stonegarden Program Hold
Not applicable.

Article 59 Non-Applicability of Specific Agreement Articles
Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60 State Homeland Security Program: Compliance with Federal Immigration Law *(See Article 61, Article 62, Article 63, and Article 64 below for sections of this Article that are no longer applicable).*
The following term applies to State Homeland Security Program funding under this award: 1. Prohibition
a. The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)). b. The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations. c. The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state, territorial or local recipient and subrecipients must certify under penalty of perjury pursuant to 28U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information

sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition

Article 61 State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles

The following term applies to State Homeland Security Program funding under this award: Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package

Article 62 State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction

The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No.3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

- Article 63** **State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction**
Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206(D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package;(2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article. If the injunction is stayed, vacated, or extinguished, the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article will immediately become effective.
- Article 64** **Operation Stonegarden: Non-Applicability of Specific Terms and Agreement Articles**
The following term applies to Operation Stonegarden funding under this award. Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package.
- Article 65** **Period of Performance and Budget Period**
See your award document.
- Article 66** **This article has been removed**
- Article 67** **Amended Award Amount Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI)**
Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No.1:25-cv-00495, dated December 22, 2025, and Information Bulletin (IB) 540, the amount of funding awarded by this Fiscal Year 2025 Homeland Security Grant Program (HSGP) grant has been amended to reflect the amount set forth in the Notice of Funding Opportunity dated August 1, 2025. Further, the “Summary Description of Award and Subprograms” is amended to read as follows: The purpose of the FY 2025HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) and Operation Stonegarden (OPSG). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.



**DHS Standard Terms and Conditions
(Start of Next Page)**

FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

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C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

- (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
- (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

- (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.
- (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - (a) Award number,
 - (b) Name of PI or Co-PI being reported,

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- (c) Awardee name,
- (d) Awardee address,
- (e) AOR name, title, phone, and email address,
- (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

(3) Definitions.

- (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS

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implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
 - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

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- (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

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

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XV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (a) DEI means “diversity, equity, and inclusion.”
- (b) DEIA means “diversity, equity, inclusion, and accessibility.”
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- (d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.
- (e) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- (f) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

- (a) By accepting the grant award, recipients are certifying that:
 - (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
 - (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
 - (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

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- (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. False Claims Act and Program Fraud Civil Remedies

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

XIX. Federal Debt Status

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

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

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

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

XXIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps

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to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

- (a) cybersecurity;
- (b) foreign travel security;
- (c) research security training; and
- (d) export control training, as appropriate.

(2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated

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by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. Rehabilitation Act of 1973

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

XXXIV. Reporting Recipient Integrity and Performance Matters

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

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

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

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

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- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

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- (4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

- (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

- (a) If the recipient fails to comply with the terms and conditions of the federal award;
- (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

- (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

- (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

- (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT REVENUES AND SECURITY SYSTEM REPAIR &
MAINTENANCE EXPENDITURES FOR THE FY2025 STATE HOMELAND
SECURITY GRANT PROGRAM SOFT TARGET AWARD.**

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

- §1: Amend the 2026 annual budget to increase the Fire department Revenues and Security System Repair & Maintenance expenditures for the FY2025 State Homeland Security Grant program Soft Target award:

10030000-44327	2026300003	\$68,000
10000000-33100	2026300003	68,000

- §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: Jenna Zelinski, Comptroller

DATE: August 17, 2026

SUBJECT: REJECT BIDS - STRUCTURE AUCTION (804 1ST AVE SW)

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Uphold staff decision to reject the bids received for the structure located at 804 1st Ave SW; and**
- 2. Authorize staff to re-advertise the auction of the structure with a minimum bid of \$9,000.**

II. DEPARTMENT CONTACT PERSONS

Jenna Zelinski, Comptroller, 701-857-4703

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

The City Council authorized advertisement of a list of auction/salvage floodway acquisitions on May 4, 2026. The list included apartments, houses, a deck and a fence. The City of Minot conducted a sealed bid process with a bid opening on August 4, 2026. Two bids were received for the structure located at 804 1st Ave SW, one from Mr. Brady Nelson and one from Mr. David Pitner. Both bids were submitted to City Hall prior to the deadline in the bid notice as required. One bid (Nelson) was opened and read publicly during the bid opening. The second bid (Pitner) was received by Utility Billing and placed in the City Clerk's internal mailbox. The City Clerk was not aware of the bid being received by Utility Billing and consequently the bid was not forwarded to Justin Redding with CDM Smith to be read publicly during the bid opening on the afternoon of August 4th. The bid was discovered the following morning after Mr. Pitner had called inquiring about the bid results. Once staff confirmed the bid was received prior to the deadline and was not presented during the bid opening, we ultimately decided to reject all bids due to the error.

B. Proposed Project

Due to the bids on this specific structure being improperly handled by the City,

staff made the determination to reject the bids pursuant to the bid notice. The bid notice specifically states: "The City of Minot reserves, to itself, the right to reject any or all bids."

C. Recommendation Detail

Staff recommends City Council uphold the staff's decision to reject the bids and authorize staff to re-advertise the auction of the structure located at 804 1st Ave SW with a minimum bid of \$9,000.

IV. IMPACT

A. Service/Delivery Impact:

N/A

B. Fiscal Impact

The cost associated with re-advertising is minimal and will be funded by a 75%/25% of CDBG-DR/NDR and State Water Commission cost-share.

VI. ALTERNATIVES

Alternative 1: City Council could not uphold staff's decision to reject the bids and award the bid to Mr. Pitner, who had the winning bid of \$9,550.

Structure Auction
Bid Opening
8/4/2026

Property	Minimum Bid	Bidder	Contact Information	Bid Amount	Bond Amount	Remaining Balance	Paid	Notified of Results
420 15th St SE - Apartments	\$ -	Duane Brekke		\$ 10,000.00	\$ 500.00	\$ 9,500.00		Present at bid opening
804 1st Ave SW - House	\$ 9,000.00	Brady and Karly Nelson		\$ 9,300.00	\$ 465.00	\$ 8,835.00		Present at bid opening, Rejected bid.
804 1st Ave SW - House	\$ 9,000.00	David Pitner		\$ 9,550.00	\$ 500.00	\$ 9,050.00		Not at the bid opening. Bid was found after the bid opening. Rejected bid.
808 1st Ave SW - House	\$ 12,950.00					\$ -		
709 Central Ave W - Hosue	\$ 12,850.00					\$ -		
705 Central Ave W - House	\$ 7,950.00					\$ -		
705 Central Ave W - Deck	\$ -					\$ -		
701 Central Ave W - House	\$ 8,600.00					\$ -		
701 Central Ave W - Fence	\$ -	Justin Seiffert		\$ 147.00	\$ 147.00	\$ -	Yes	Present at bid opening