

City of Minot

Regular City Council Meeting

Tuesday, February 20, 2024, at 5:30 PM

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

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MAYOR'S REPORT

3.1. ENGINEERS WEEK PROCLAMATION

Documents:

[ENGINEERS WEEK PROCLAMATION.PDF](#)

4. CITY MANAGER'S REPORT

Documents:

[02-20-2024 CITY MANAGER REPORT.PDF](#)

[2024.01.17 MACEDC BOARD PACKET_CITY CONTRACT.PDF](#)

[MINOT COMMISSION ON AGING BOARD OF DIRECTORS MINUTES 1-19-2024.PDF](#)

5. CONSIDER THE REPORT OF THE PLANNING COMMISSION

Documents:

[2 \(FEB\) RECOMMENDATIONS 2024.PDF](#)

5.1. MAJOR SUBDIVISION PRELIMINARY PLAT: AVERYS 2ND ADDITION

Presented by Doug Diedrichsen

Consider approval of a major subdivision preliminary plat to subdivide the property into two lots. the legal description of the property is Outlot 27 of the SE ¼ SW ¼ SW ¼ SE ¼ and SE ¼ SW ¼ less a portion SW ¼ SE ¼ less road portion sold and Outlot 2, 8, 9, 12, 25, 26 and 28 and Lot 1 Avery's Addition, Township 155N, Range 82W, Ward County, North Dakota.

The properties include 3200 County Road 19 S. and an unaddressed property south of 3200 County Road 19 South and east of 2900 34th Ave SE. west of 3220 & 3300 County Road 19 S.

RECOMMENDED ACTION

It is recommended City Council approve a major subdivision preliminary plat in alignment with the Planning Commission recommendations.

Documents:

[2024.01.01 - PRELIMINARY PLAT - AVERYS 2ND ADDITION.PDF](#)

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

It is recommended City Council approve the minutes of the February 5, 2024 Regular City Council meeting.

Documents:

[02052024 COUNCIL MEETING MINUTES.PDF](#)

6.2. ORDINANCES

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

- 1. Ordinance No 5941 - 2024 BA - FY23 SLCGP Award (2024190002)**
- 2. Ordinance No 5942 - 2024 BA - RAISE Grant Consulting Fees**
- 3. Ordinance No 5943 - 2024 BA - Landfill Consultants reallocation - Cash Reserves**
- 4. Ordinance No 5944 - 2024 BA - Airport Electrical Vault**
- 5. Ordinance No 5945 - 2023 BA - Broadway Circle**

Documents:

[ORDINANCE NO 5941 - 2024 BA - FY23 SLCGP AWARD \(2024190002\).PDF](#)
[ORDINANCE NO 5942 - 2024 BA - RAISE GRANT CONSULTING FEES.PDF](#)
[ORDINANCE NO 5943 - 2024 BA - LANDFILL CONSULTANTS REALLOCATION - CASH RESERVES.PDF](#)
[ORDINANCE NO 5944 - 2024 BA - AIRPORT ELECTRICAL VAULT.PDF](#)
[ORDINANCE NO 5945 - 2023 BA - BROADWAY CIRCLE.PDF](#)

6.3. ADMINISTRATIVE APPROVALS

It is recommended City Council ratify the administrative approvals.

Documents:

[ADMIN APPROVALS 02202024.PDF](#)

6.4. MAYORAL APPOINTMENT

It is recommended City Council confirm the following Mayoral Appointment:

- **Jay Fisher to replace Larry Bellew with a term to expire on December 31, 2025, on the Minot Commission on Aging Board.**

6.5. ALCOHOL LICENSING – THE SIX BAR

Presented by Chief John Klug and Mikayla McWilliams

RECOMMENDED ACTION

It is recommended City Council approve the Retail Beer and Wine license for The Six Bar at 23 S Main St for the period of February 20, 2024, through December 31, 2024.

Documents:

[MEMO - ALCOHOLIC BEVERAGE LICENSE.PDF](#)

6.6. MINOR SUBDIVISION PLAT: AVERY MAE MEADOWS ADDITION

Presented by Doug Diedrichsen, Principal Planner

RECOMMENDED ACTION

It is recommended City Council approve a minor subdivision plat as provided in Attachment A to create Avery Mae Meadows Addition.

Documents:

[CC MEMO - AVERY MAE MEADOWS ADDITION.PDF](#)
[ATTACHMENT A - AVERY MAE MEADOWS ADDITIONS.PDF](#)

6.7. MINOR SUBDIVISION PLAT: NAPA VALLEY 21ST ADDITION

Presented by Doug Diedrichsen, Principal Planner

RECOMMENDED ACTION

It is recommended City Council approve a minor subdivision plat as provided in Attachment A to create Napa Valley 21st Addition.

Documents:

[CC MEMO - NAPA VALLEY 21ST ADDITION.PDF](#)
[ATTACHMENT A - NAPA VALLEY 21ST ADDITION.PDF](#)

6.8. MINOR SUBDIVISION PLAT: ENERGY PARK 6TH ADDITION

Presented by Doug Diedrichsen, Principal Planner

RECOMMENDED ACTION

It is recommended City Council approve a minor subdivision plat as provided in Attachment A to create Energy Park 6th Addition.

Documents:

[CC MEMO - ENERGY PARK 6TH ADDITION.PDF](#)
[ATTACHMENT A - ENERGY PARK 6TH ADDITION.PDF](#)

- 6.9. MINOR SUBDIVISION PLAT: TRINITY CAMPUS FIRST ADDITION
Presented by Doug Diedrichsen, Principal Planner

RECOMMENDED ACTION

It is recommended City Council approve a minor subdivision plat as provided in Attachment A to create Trinity Campus First Addition.

Documents:

[CC MEMO - TRINITY CAMPUS FIRST ADDITION.PDF](#)
[ATTACHMENT A - TRINITY CAMPUS FIRST ADDITION.PDF](#)

- 6.10. MAJOR SUBDIVISION FINAL PLAT: METZ SECOND ADDITION
Presented by Doug Diedrichsen, Principal Planner

RECOMENDED ACTION

It is recommended City Council approve a major subdivision final plat as provided in Attachment A to create Metz Second Addition.

Documents:

[CC MEMO - METZ 2ND ADDITION.PDF](#)
[ATTACHMENT A - METZ SECOND ADDITION.PDF](#)

- 6.11. MAJOR SUBDIVISION FINAL PLAT, DEVELOPMENT AGREEMENT: CITIZENS ALLEY ADDITION
Presented by Doug Diedrichsen

RECOMENDED ACTION

1. **It is recommended City Council approve the proposed major subdivision plat for Citizens Alley as provided in attachment A; and**
2. **Approve the Citizens Alley Addition Development Agreement provided in Attachment B and authorize the Mayor to sign the agreement.**

Documents:

[ATTACHMENT A - CITIZENS ALLEY ADDITION FINAL PLAT.PDF](#)

6.12. EPA REGION 8 APPLICATION FOR ASSESSMENT OF THE DOWNTOWN TRINITY HOSPITAL PROPERTY

Presented by Harold Stewart, City Manager

RECOMMENDED ACTION

It is recommended City Council direct City Manager to proceed with preparing and submitting an application to Region 8 of the EPA on behalf of Trinity Hospital to conduct a Phase I and Phase II Assessment.

Documents:

[COUNCIL MEMO 2024 EPA APPLICATION.PDF](#)

6.13. CITY HALL RETAINING WALL FINAL PAYMENT (4398)

Presented by Lance Meyer

RECOMMENDED ACTION

It is recommended City Council approve final payment to Rolac Contracting Inc in the amount of \$745,895.00.

Documents:

[CITY HALL RETAINING WALL FINAL PAYMENT .PDF](#)
[CITY OF MINOT RETAINING WALL FINAL INVOICE AND WAIVER_REVIEWED.PDF](#)

6.14. RAISE GRANT LETTER OF SUPPORT (4657)

Presented by Lance Meyer

RECOMMENDED ACTION

It is recommended City Council approve the letter of support for the MAGIC RAISE Grant application; and authorize the Mayor to sign the letter.

Documents:

[2024 RAISE GRANT LETTER OF SUPPORT MEMO.PDF](#)
[2024 MAGIC LETTER OF SUPPORT MAYOR ROSS.PDF](#)

6.15. CITY HALL REHABILITATION FINAL PAYMENT (4466)

Presented by Lance Meyer

RECOMMENDED ACTION

It is recommended City Council approve the final payment to Rolac Contracting in the amount of \$47,017.60.

Documents:

[CITY HALL REHABILITATION FINAL PAYMENT MEMO.PDF](#)
[21019_MCH REHABILITATION PAYAPPLICATION-017 FINAL.PDF](#)

- 6.16. 2024 STREET SEAL - AWARD BID (4803)
Presented by Lance Meyer, PE, City Engineer

RECOMMENDED ACTION

It is recommended City Council award the bid for the 2024 Street Seal to the low bidder, Asphalt Preservation Company Inc., in the amount of \$2,986,234.51 and authorize the Mayor to sign the agreement.

Documents:

[2024 STREET SEAL - AWARD BID 4803.PDF](#)
[COVER SHEET 4803 - 2024 STREET SEAL.PDF](#)
[4803_BIDWORKSHEET.PDF](#)

- 6.17. 2024 MICROSURFACING - AWARD BID (4804)
Presented by Lance Meyer, PE, City Engineer

RECOMMENDED ACTION

It is recommended City Council award the bid for the 2024 Microsurfacing to the low bidder, Asphalt Surface Technologies Corp. in the amount of \$846,361.37 and authorize the Mayor to sign the agreement.

Documents:

[2024 MICROSURFACING - AWARD BID 4804.PDF](#)
[COVER SHEET 4804 - 2024 MICROSURFACING.PDF](#)
[4804_BIDWORKSHEET.PDF](#)

- 6.18. CITYWORKS AND GIS SUPPORT CONTRACT AMENDMENT (4705)
Presented by Lance Meyer, PE, City Engineer

RECOMMENDED ACTION

- 1. It is recommended City Council approve the contract amendment with Timmons Group and authorize the Mayor to sign the contract amendment; and**

2. Approve the budget amendment on first reading.

Documents:

[CW AND GIS CONTRACT AMENDMENT MEMO.PDF](#)
[MINOT_CO1_FORSIGNATURES.PDF](#)
[CITY OF MINOT, ND LE01-331394 2023-12-18.PDF](#)
[14. 2024 BA - ENGINEERING CONSULTANT FEES.PDF](#)

6.19. EDISON SAFE ROUTES TO SCHOOL ENGINEERING SELECTION (4667)

Presented by Lance Meyer

RECOMMENDED ACTION:

- 1. It is recommended City Council select Moore Engineering 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.**

Documents:

[4667 - 2024 EDISON SRTS CONSULTANT SELECTION MEMO.PDF](#)

6.20. CONTRACT ATTORNEY, URBAN REDEVELOPMENT AND PUBLIC INFRASTRUCTURE PROJECTS

Presented by Stefanie Stalheim

RECOMMENDED ACTION

It is recommended City Council consider retaining Kate Johnson & Jay Lindgren with Dorsey & Whitney to assist the City of Minot with urban redevelopment and public infrastructure projects, and authorize the Mayor to sign the attached engagement letter.

Documents:

[MEMO TO CC_2.14.24.DOCX.PDF](#)
[CITY OF MINOT ENGAGEMENT LETTER.PDF](#)

6.21. CONTRACT ATTORNEY STORM SEWER PROJECT 121

Presented by Stefanie Stalheim

RECOMMENDED ACTION

It is recommended City Council approve the contract with Swanson & Warcup, Ltd. for eminent domain legal services related to completion of Storm Sewer District 121, and authorize the Mayor to sign the

attached contract.

Documents:

[MEMO TO CC_2.14.24.PDF](#)
[CONTRACT FOR LEGAL SERVICES 021324.PDF](#)

6.22. 16th ST CLOSURE SILL REPAIR – AWARD OF BID (3673A)

Presented by Jason Sorenson

RECOMMENDED ACTION

It is recommended City Council award the 16th St Closure Sill Repair project to Keller Paving and Landscaping, Inc in the amount of \$264,725.00 and authorize the Mayor to sign the construction contract.

Documents:

[3673A - 16TH STREET CLOSURE SILL REPAIR - AWARD OF BID.PDF](#)
[16TH STREET CLOSURE REPAIR BID REVIEW LETTER.PDF](#)

6.23. CITY OF MINOT EQUIPMENT RENTAL RATES 2024-2025

Presented by Jason Sorenson

RECOMMENDED ACTION

It is recommended City Council approve City of Minot equipment rental rates for 2024-2025.

Documents:

[MEMO TO COUNCIL - 24-25 EQUIPMENT RENTAL RATES.PDF](#)
[RENTAL RATES 2024.PDF](#)

6.24. APPROVE REQUEST FOR RENEWAL OF AIRPORT HAY LAND/CROP AGREEMENT

Presented by Jennifer K. Eckman, Airport Director

RECOMMENDED ACTION

- 1. It is recommended City Council approve the Request for Renewal of the Airport's Hay Land/Crop agreement; and**
- 2. Authorize the Mayor to sign any necessary documents.**

Documents:

[MEMO HAY CONTRACT RENEWAL_2024.PDF](#)
[2022 HAY CONTRACT.PDF](#)

[RENEWAL OPTION REQUEST_2024.PDF](#)
[SUCCESSOR IN INTEREST - HAY LAND.PDF](#)

- 6.25. SERVICE AGREEMENT BETWEEN CITY OF MINOT AND RESOURCE CONSULTANTS, LLC
Presented by Chris Plank, NDR Administrator

RECOMMENDED ACTION

- 1. It is recommended City Council authorize the Mayor to sign the Service Agreement between Resource Consultants and The City of Minot, ND to aid in the development of a 2024-2029 Consolidated Plan; and**
- 2. Approve the budget amendment on the first reading.**

Documents:

[COUNCIL MEMO - RESOURCE CONSULTANTS CONTRACT.PDF](#)
[RESOURCE CONSULTANTS LLC SERVICE CONTRACT - 2-14-24.PDF](#)
[15. 2024 BA - ENTITLEMENT CONSULTANT FEES.PDF](#)

7. ACTION ITEMS

- 7.1. AMENDMENTS TO TIF DISTRICT 2022-1 (BIG M BUILDING)
Presented by Brian Billingsley

RECOMMENDED ACTION

- 1. It is recommended City Council approve the amendments to the Urban Renewal and Development Plan and the Development Agreement for TIF District 2022-1;**
- 2. Approve the amended Big M Resolution; and**
- 3. Authorize the Mayor and necessary City staff to execute the amended Urban Renewal and Development Plan, amended Development Agreement, and any related documents.**

Documents:

[CITY COUNCIL MEMO.PDF](#)
[M BLDG SIGNED INQUIRY 231201.PDF](#)
[AMENDED BIG M TIF DEVELOPMENT AGREEMENT_MARKED UP.PDF](#)
[AMENDED BIG M TIF DEVELOPMENT AGREEMENT_CLEAN.PDF](#)
[AMENDED BIG M RESOLUTION- TIF 2022-1_MARKED UP.PDF](#)
[AMENDED BIG M RESOLUTION- TIF 2022-1_CLEAN.PDF](#)

- 7.2. M & S CONCESSIONS FOR THE TRACKS BID WINNER OF ALCOHOL LICENSE

SECOND EXTENSION

Presented by Mikayla McWilliams, City Clerk

RECOMMENDED ACTION

It is recommended City Council approve the second extension to July 1, 2025, for M & S Concessions at the Tracks to begin operations with their Retail Liquor, Beer, & Wine license.

Documents:

[M AND S CONCESSIONS ALCOHOL LICENSE EXTENSION MEMO.PDF](#)
[MA AND S CONCESSIONS - SECOND REQUEST FOR EXTENSION.DOCX.PDF](#)

8. PERSONAL APPEARANCES

9. MISCELLANEOUS AND DISCUSSION ITEMS

9.1. ADA DISCUSSION

Presented by Harold Stewart, City Manager and Kimberly Paarlberg from the International Code Council (ICC)

Documents:

[ADA REPORT FOR COUNCIL FEBRUARY 20.PDF](#)
[2021 IEBC, SECTION 306 PROPOSED AMENDMENT.PDF](#)

9.2. LEAD AND COPPER INFORMATIONAL PRESENTATION

Presented by Jason Sorenson

Documents:

[LEAD AND COPPER INFO.PDF](#)

10. LIAISON REPORTS

11. ADJOURNMENT



Resolution No. _____

City of Minot Mayor Proclaims Feb. 18-24 as Engineers Week

WHEREAS, engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and,

WHEREAS, engineers face the major technological challenges of our time – from rebuilding cities devastated by natural disaster, cleaning up the environment, and assuring safe, sustainable, and cost-effective infrastructure is designed and constructed to meet the needs of society; and,

WHEREAS, engineers are encouraging our young math and science students to realize the practical power of their knowledge; and,

WHEREAS, we will look more than ever to engineers and their knowledge and skills to meet the challenges of the 21st century;

NOW, THEREFORE, DO I, Thomas Ross, Mayor of the City of Minot, hereby proclaim Feb. 18-24, 2024, as Engineers Week in Minot in recognition of the important past work and future contributions provided by the engineers within our community, and their vital role in creating safe, reliable infrastructure for the City of Minot and its residents.

Mayor Proclaims Feb. 18-24, 2024, as Engineers Week

Thomas Ross, Mayor, City of Minot

City of Minot City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: February 20, 2024

City Manager:

Staff completed the transfer of property and projects related to the Broadway Circle Project. Staff will begin looking into the process of soliciting a new sub-recipient for operation after construction.

Staff is at the beginning stages of preparing for the FY 2025 Budget and creating the schedule. For the city manager recommended budget it will be a priority to prepare the budget holding the property tax revenues to the FY 2024 threshold, meaning a likely recommended decrease in the mill levy. Staff will also utilize a zero-based budgeting process which will require the justification of every expense and position.

Meetings attended included: monthly Community Economic Development Leaders communication meeting; communication meeting with Minot Community Foundation Director; Visit Minot Huddle meeting; State of the City; Alcohol Ordinance Review Committee meeting; meeting with Fire Union representatives; Tracks Communication meeting; meeting with Parks regarding development fees; attended the Honorary Commander MSU Hockey night; and various internal and project meetings.

Public Works
Public Works Interim Director, Jason Sorenson

PUBLIC WORKS ADMIN:

PW admin is working on the design of maintenance projects for 2024. This includes water main replacement, sewer lining, and storm sewer projects.

Work continues on the Biota Plant budget and how federal reimbursement will take place. Lots of discussion between City, DWR and DEQ on how Biota and Minot Water Plant will operate together and how compliance will be achieved and where.

Work continues on gathering info for the lead service line inventory. This inventory is due in October of 2024 and will be the basis for lead testing and service line replacement.

The Utilities Director attended the weekly design and construction meeting for the various phases of flood control and NAWS that are under design and construction and provide input for the overall design and operation and long-term maintenance.

Water Treatment Department:

Monthly Water Report For January 2024

River Water Treated	0 gallons
Well Water Treated	174,630,000 gallons
Recycle Water	10,054,000 gallons
Facility Water	11,963,000 gallons
Total Water Treated	196,647,000 gallons
Pumped to City	60,436,000 gallons
Pumped to NAWS	115,872,000 gallons
Pumped Total	176,308,000 gallons

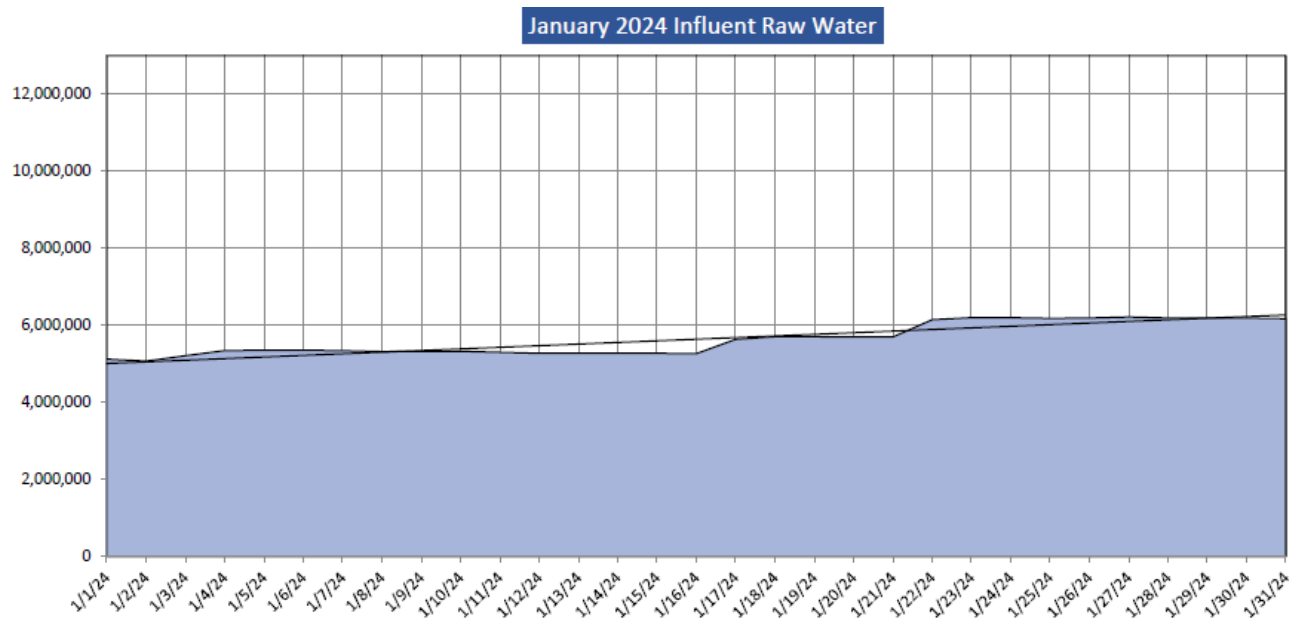
AMMONIUM SULFATE	5,640 pounds
CARBON DIOXIDE	92,100 pounds
CHLORINE	19,899 pounds
COAGULANT	10,603 gallons
FLOURIDE	8,108 gallons
LIME RECEIVED	719,243 pounds
PHOSPHATE	2,582 pounds

Waste Sludge	144 loads
	1552.60 tons

Bacteria Samples Taken	53 total
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Finish Water Turbidty	0.070 NTU
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WELL FIELD INFORMATION			
WELL #	Hours Run	Gallons per Minute	Gallons Pumped
5	0.0		0
6	0.0		0
8	0.0		0
11	744.0	231	10,312,000
12A&12B	0.0		0
13	0.0		0
14	744.0	780	34,819,000
15	0.0		0
16	744.0	204	9,107,000
A	0.0		0
B	718.2	611	26,329,000
C	507.3	1630	49,614,000
D	423.2	1610	40,881,000
E	0.0		0
F	0.0		0
			171,062,000



Water/Sewer Department:

Water dist continues to address the calls for locates, and valve operations for contractor work as the construction season continues.

CITY OF MINOT

2024 Water & Sewer Monthly Report/Task vs. Objectives

TASK	OBJECTIVE	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	TOTALS
Meetings		14												14
Service Calls	6,750	597												597
Inspections	150													0
After hours Calls (Foremen)		30												30
Lab Tests	6,500	101												101
Meters														
Install New Meters	100	6												6
Meter Changes	100	28												28
Delinquent Water Accounts		206												206
MXU Installations	100	17												17
Locates: water/sewer/storm	4,000	111												111
Hydrants														
Hydrant Inspections	1,150	0												0
Flow Hydrants(for sewer lines)		50												50
Install Hydrants	15	0												0
Hydrant Repair	180	4												4
Hydrant Flow Testing		0												0
Hydrant Meter Set		0												0
Hydrants Painted		0												0
Water														
Curb Stop Maintenance	40	5												5
Curb Box (riser repair)	100	4												4
GV exercising/inspections	2,000	0												0
Gate Valve Maintenance	24	0												0
Gate Valve (riser repair)	50	0												0
Gate Valves ON/OFF		10												10
Repair Water Main Breaks	40	3												3
Service Taps		0												0
Service Leaks		1												1
Hydrastopping	1	0												0
Haul Clay/dirt/gravel/snow	Days	0												0
PRV Maintenance	5	0												0
Install Insta-Valve	1	0												0
Sewer														
Televising (feet)	60,500	200												200
Clean Sanitary Sewer (feet)	140,000	4,367												4,367
Check/Flush Manholes	5,000	236												236
Inspect Sewer Lift Stations	2,080	612												612
Sewer Calls		5												5
Manhole Repair	50	3												3
Repair Sewers (feet)	30	0												0
Mowing/Snow Removal Hours	6,000	8												8

Landfill/Sanitation

The following are totals for January 2023

Single Stream Recycling – 134.43 Tons (on a positive note Dem-Com's Invoice for January was a credit of \$1327.11 for 73.24 tons)

MSW – 5,512.19 Tons

Inert – 409.11 Tons

Lime – 1643.00 Tons

Trees –73.49 Tons

Trees Given Away for Firewood –1.29 tons

Total number of landfill tickets generated – 3062 / of those 184 utilized their water bill during free week

January gate collections were \$244,711.14 compared to \$253,142.86 in 2023.

There was a total of 32 C&D tanks set out for residential use

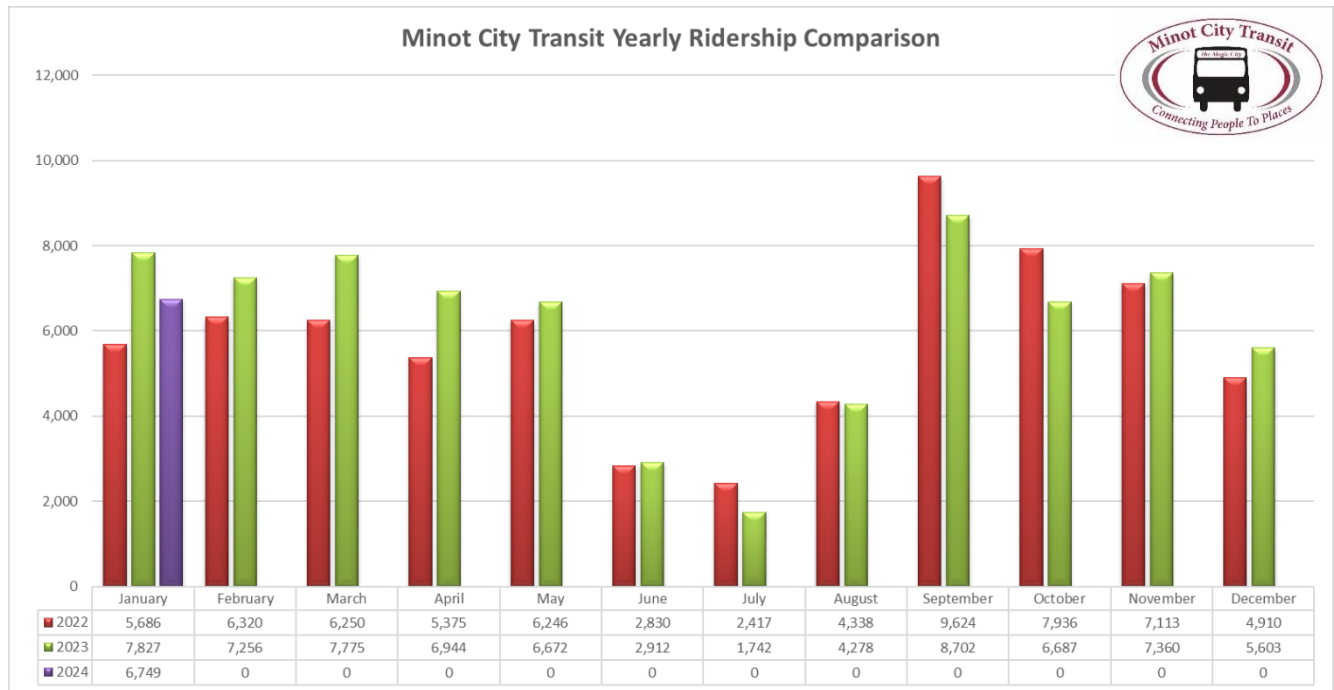
Vehicle Maintenance:

Staff completed 186 work orders in January. 80(43%) were preventive maintenance and 106 (57%) were unscheduled maintenance repairs.

The parts and labor cost for January was \$125,343.29.

Our Work Order Turnaround was 49% of work completed within 24 hours and 66% of all work orders were completed in under 72 hours.

Transit



The design of the new downtown transit center is complete. NDDOT has approved moving forward with the bid process. The project was advertised starting on Feb. 9 and the bid opening will be March 5.

Transit staff is also evaluating three different software packages to replace our current RouteMatch software. We anticipate picking a vendor and proceeding with the purchase in early 2024. These vendors are all approved on a state bid so the RFP process has already been completed.

Staff will also be working on writing specifications for a new Low-Floor Transit Bus to be purchased in 2024.

Cemetery

The Cemetery staff continue with burials, urn interments, etc.

MONTHLY REPORT

Date: Jan-24
 To: Jason Sorenson, Utilities Director
 From:
 Re: Monthly Report, Acct. #540

LOT SALES	REG	Flat Stone	9			
	REG	Monument	2		<u>Columbarium Niches</u>	
	Niche	Top 3	1		<u>% SOLD</u>	70.83%
	Niche	Bottom 3	1			
	Infant		0			
				TOTAL		13
	Sell Back	Reg	0			
	Sell Back	Monument	0			
	Sell Back	Col	0	TOTAL		13
PERFORM INTERMENTS			Traditional	Cremation	Columbaria	
WEEKDAY INTERMENT			8	1	1	
Social Service			0	0	0	
Infant			1	0	0	
SATURDAY INTERMENT			2	1	1	
			10	2	2	
HOLIDAY/SUNDAY INTERMENT			0	0		
			Cremation Percentage	15.38%	TOTAL	13
SURCHARGES						
2nd Interment / Lot Reuse						
						TOTAL
						0
DISINTERRED						
			Prior Month Balance	Intake	Removed	TOTAL
			5	4	0	0
VAULT STORAGE						TOTAL
						9
WORK ORDERS						
			Prior Balance	New	Closed	
Vase			4	0	0	OPEN
Grounds			1	0	0	CLOSED
Monument			13	0	0	
MONUMENT/MARKER INSTALLATION						
			Single	Double		
Flat			0	0		
Monuments			0	0		
Veteran			0			
Vase/Yoke						TOTAL
						0
						0

ITEMS OF NOTE:

We have started exploring our options for our addition to our columbarium section.
 We have also starting looking into our options for replacing our snowblower tractor.

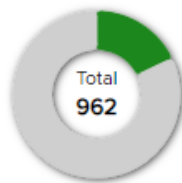
Human Resources
HR Director, Lisa Jundt

Self Service Utilization Analysis from ADP for January 2024

ADP's point-in-time snapshot of the City of Minot's self-service utilization by managers and employees, provides the HR department an overview of where there are opportunities for time and cost savings in some administrative functions for personnel information. This tool will be helpful as the department looks to improve in areas and initiatives in the future, such as staff training and engagement.

Utilization Overview

This graphic compares the percent of changes made by your employees through self service with the percent of changes made by your HR practitioners.



Self Service Changes

● **18%** (172)

Practitioner Changes

● **82%** (790)

Estimated Current Savings

Based on the number of self-service changes made by your employees and the industry standard cost for HR practitioners to make those same changes, we estimate that you've already saved this amount during this time period.

$$\begin{array}{rcccl} \text{Self Service Changes} & & \text{Average HR Task Cost} & & \text{Estimated Savings} \\ 172 & \times & \$4.51 & = & \$775.72 \end{array}$$

Opportunities to Save More

Every change your employees make through self service helps your HR practitioners save time and your organization save money.

Estimated Savings

\$775.72

Estimated Opportunity ?

\$3,562.90

Top Saving Areas

[Employment Info >](#)

[Emergency Contacts >](#)

[Personal Info >](#)

Top Opportunity Areas

[Employment Info >](#)

[Employee Pay Rate >](#)

[Paper Suppression >](#)

Recruitment/Current Openings HR Staff continue their efforts to recruit for the following positions:
Economic Development Administrator, Public Works Operations Director, Project Civil Engineer,
Engineering Technician, Heavy Equipment Operator, Light Equipment Operator, Building and Grounds
Worker, Accountant, 911 Dispatcher, Police Officer, Engineer Intern, Library Assistant and Metropolitan
Planning Organization Director

Assessor's Office
City Assessor, Ryan Kamrowski

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

	January			Year to Date 2024		
	Sales	Median	Average	Sales	Median	Average
Residential	39	\$ 240,000	\$ 274,965	39	\$ 240,000	\$ 274,965
Residential Vacant Land	*27	\$ 35,000	\$ 35,000	*27	\$ 35,000	\$ 35,000
Commercial	4	\$ 475,000	\$ 1,375,125	4	\$ 475,000	\$ 1,375,125
Commercial Vacant Land	0	\$ 0	\$ 0	0	\$ 0	\$ 0

*Special Notes:

Community Development Department
Director, Brian Billingsley

INSPECTIONS DIVISION:

January 2024 Permit Information (December 2023):

- Total Permits Issued: 221 (177)
- Single-Family Homes: 2 (0)
- Multi-Family Permits: 0 (0)
- New Residential Permit: \$364,000 (\$0)
- Residential Remodels: \$258,394 (\$38,000)
- New Commercial: \$68,000 (\$0)
- Commercial Remodels: \$1,105,000 (\$251,000)
- Valuations of all Permits: \$1,795,394 (\$289,000)

Notable Building Permits:

- Take 5 Oil Change – Remodel – 1738 S. Broadway - \$450,000
- Trinity Health – Credit Union Fit Up - \$300,000

Personnel Update:

None.

PLANNING DIVISION:

Planning Commission:

The Planning Commission did not have a meeting in January.

Development Review Team Meetings:

The Minot Development Review Team (DRT) held three (3) DRT meetings during the month of January:

- The Traveling Axt – 17 2nd Ave. SE
- Minot Jr. Gold training room – 305 7th Ave. SW Ste. C
- Cenex Truck Maintenance Facility

Personnel Update:

Hannah Hornberger was hired to the Planning & Code Enforcement Assistant position.

Housing Study Update:

The consultant submitted a final draft of the housing study at the end of January. It should be ready for adoption in April.

Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director attended a meeting with other city staff on a possible chronic nuisance property ordinance.
- Director attended a virtual meeting with the Retail Coach.
- Director attended two meetings with EPIC regarding phase II of The Tracks project.
- Director attended two meetings on alcohol licensing.
- Director attended two meetings on ADA programs.
- Director has been appointed by City Manager to oversee Renaissance Zone and Façade Improvement programs while Economic Development Administrator is on FMLA.
- Director attended a preliminary walk-through of a Façade Improvement project.

Minot Public Library
Director, Zhaina Moya



Director's Report

A. Activities/Programs (January 2024)		
a.	4 CLC Visits	214 Participants
b.	2 Head Start Visits	104 Participants
c.	1 Passive	53 Participants
d.	1 Kids "Other"	100 Participants
e.	2 LEGO Club	85 Participants
f.	1 Pokémon Club	50 Participants
g.	1 READ Dogs	9 Participants
h.	1 Pokémon Scavenger Hunt	70 Participants
i.	2 Teen Crafts	25 Participants
j.	2 Teen Gaming	18 Participants
k.	1 Makerspace Program	25 Participants
l.	2 Teen Board Game Party	33 Participants
m.	1 "Other" Teen Program	19 Participants
n.	3 Teen Passive	38 Participants
o.	1 Bird Scavenger Hunt	33 Participants
p.	1 Books 'N Brews	16 Participants
q.	1 Dungeons & Dragons	24 Participants
r.	1 Mondays are for Murder	12 Participants
s.	Tech Tutors	6 Participants
t.	Tech Ed @ Ellison	2 Participants
u.	1 That's Craftastic	16 Participants
v.	1 Volunteer Training	3 Participants
w.	Twisted Stitches	8 Participants
TOTAL		968 Participants

Building & Grounds:

- a. Rolac has been unresponsive in providing a plan to fix some of the remodel issues including carpet and falling leaves & butterflies. A&E has been negotiating with Rolac in regards to the final payments.

2023 Budget:

- a. Moya is still working with finance to close out the 2023 fiscal year.

Merit Increase Plans:

- a. The library has been working off of outdated salary range tables when determining staff wages. Additionally, the process for determining raises at the end of the year is overly complex. Moya has contracted with PayScale to gain access to detailed and accurate wages for library staff. Moya's goal is to present new salary range tables at the March Library Board Meeting.

HUD Resilience Chris Plank, NDR Program Manager

Meetings

- National Community Development Association Conference – 4 days
- NDR-CDBG Meeting – Manager and Compliance Officer (CO) – 3 meetings
- CDBG Acquisition – Manager and CO – 2 meetings
- HUD Entitlement Onboarding – Manager and CO – 3 meetings
- City Council – 2 meetings
- Center for Technical Excellence – Manager and CO – 3 meetings
- Project BEE – Manager and CO – 9 meetings
- ADA Grant Meeting – Manager – 3 meetings
- One on One – Manager – 2 meetings
- Senator Hoeven Meeting – Manager and CO – 1 hour
- Senator Cramer Meeting – Manager and CO – 1 hour
- Title VI meeting – Manager – 2 meetings
- Department Head Meeting – Manager – 2 meetings
- Legal meetings – Manager and CO – 2 meetings

Broadway Circle

- Construction continues on Building B (Family Shelter) and Building C (LMI Housing)
- Weekly meetings are being held with Mattson Construction and EAPC to assess progress
- Inventory taken of items at project site. i.e. bedding, pillows etc.
- Meeting with Project BEE staff to identify any items that have been pre-ordered
- Meet with Lord's Cupboard and OSHI Ramen to deliver new lease and do walk through of building
- Quit Claim Deed taken to County to be recorded.

Center for Technical Excellence (CTE)

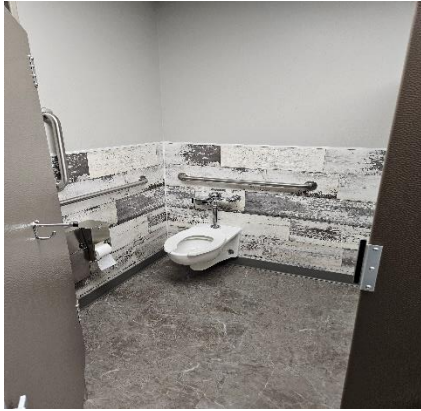
- Painting continues in the vestibule/lobby area
- Cabinets and countertops are being installed in the reception area
- Stairwells painted

- Exterior signs installed
- Carpet and Tile are being installed on the second floor
- Floor is being prepped in the basement for carpet and tile
- Miscellaneous dental equipment being installed in the dental mechanical room
- Duct installation is ongoing with duct installation
- Looking to do some testing on the dental equipment within the next couple of weeks.
- The boiler system will need to be flushed within the next 3-4 weeks.



Minot Housing Authority – Milton Young Towers

- Construction is finishing up on the first-floor restrooms (see pictures)
- Tiles on the 15th floor have been replaced
- NO extension anticipated



National Community Development Association Conference January 31-February 2, 2024, Washington DC

- Celebrating 50 years of the Community Development Block Grant (CDBG) program
- Over 400 conference attendees from 38 states
- Attended seminars including Environmental Reviews, Subrecipient Contracts, Roundtables for smaller Entitlement Communities, removing barriers for affordable housing.
- Met with Senator Hoeven and Senator Cramer's office to discuss current projects as well as thanking them for their support.

- Keynote speakers at the conference included Senator Susan Collins (R-ME), Congressman Emanuel Cleaver II (D-MO) along with Marion Mollegan McFadden, Principle Deputy Assistant, Office of Community Planning and Development, HUD.



Congressman Cleaver (D-MO)



Senator Collins (R-ME)



Senator Hoeven (R-ND)



Senator Cramer (R-ND) office

MACEDC Board Meeting Attendance - 2023

Scheduled Meeting	JAN	FEB	MAR	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	18	8	8	27	12	10	14	12	9	13	11	8	13

EXECUTIVE COMMITTEE

Kevin Black, Chair	X	X	X	A n n u a l M e e t i n g	X	A	X	X	A	X	X	X	X
Cassidy Hjelmstad, Chair-Elect	X	X	X		X	X	X	X	X	A	X	X	X
Ryan Ackerman, Vice-Chair	X	X	X		X	X	A	X	X	X	X	X	X
Missy Feist-Erickson, Treasurer	X	X	X		A	X	X	X	A	X	X	X	X
Randy Hauck, Past Chair	X	A	X		X	X	X	X	X	X	X	X	A
Brekka Kramer, President/CEO & Corp Secretary	X	X	X		X	X	X	X	X	X	X	X	X

ADDITIONAL VOTING MEMBERS

Peter Hankla	X	X	X	M e e t i n g	X	X	X	X	X	X	X	X	X
Jonn Knecht	X	X	X		X	X	X	X	A	X	A	X	X
Les Knudson	X	A	X		X	X	X	X	X	X	X	X	X
John Kutch	X	X	X		A	X	A	A	X	A	A	X	X
Jason Olson	X	X	X		X	X	A	X	X	X	A	X	X
Tom Ross, Mayor	X	X	X		X	X	X	X	X	X	X	X	X
Dr. Steven Shirley	X	X	A		X	X	X	A	X	X	A	A	X
Dr. Mark Vollmer	X	X	X		A	X	X	X	X	X	X	X	A
Jason Zimmerman	X	X	X		A	X	X	X	X	X	X	X	X

X = Present A = Not Present



PO Box 940 | Minot, ND 58702-0940
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E-mail: minot@minotchamberedc.com

Minot Area Chamber EDC Board of Directors
Wednesday, January 17, 2024 @ 7:30 a.m. | Minot Area Chamber EDC
AGENDA

Call to Order

1. Coalition to Oppose the Property Tax Petition Presentation
 - Matt Gardner, North Dakota League of Cities
 - Samantha Holly, Keep It Local
 - Andrea Pfenning, Greater North Dakota Chamber
2. Board Minutes (All Directors)
 - a. Approve December 13 Regular Board Meeting Minutes
3. Treasurer's Report
 - a. Approve December Financials
4. Chairperson's Report
 - a. New Board Member Welcome
 - b. Letter of Support North Dakota Department of Agriculture
 - c. Contract Tracking Report
5. Strategic Plan Key Pillar Report
 - a. Economic Development
 - b. Community Development
 - c. Workforce Development
 - d. Member-Investor
 - e. Military Support
6. President's Report
 - a. Programming Community Outreach Monthly Activity Report
 - b. Upcoming Events, Meetings, and Presentations
7. Other Business

Adjourn Meeting

Next Meeting: Wednesday, February 21, @ 7:30 a.m.



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E-mail: minot@minotchamberedc.com

Minot Area Chamber EDC
Regular Board Meeting Minutes
Wednesday, December 13, 2023
Minot Area Chamber EDC Office

Call to order

Chair Kevin Black called the meeting of the MACEDC Board of Directors to order at 7:30 a.m.

Attendance

PRESENT BOARD MEMBERS AND STAFF: Kevin Black, Cassidy Hjelmstad, Ryan Ackerman, Missy Feist-Erickson, Peter Hankla, Jonn Knecht (Teams), Les Knudson (Teams), John Kutch, Jason Olson, Mayor Tom Ross, Dr. Steven Shirley, Jason Zimmerman (Teams), Brekka Kramer, and Jaime Hauge.

ABSENT: Randy Hauck and Dr. Mark Vollmer.

OTHERS PRESENT: Daryl Heizelman and Bethany Cichonsky (Teams).

1. Presentation of the 2022 MACEDC Audit – Daryl Heizelman, Brady, Martz & Associates

Daryl Heizelman presented the 2022 MACEDC audit to the MACEDC Board of Directors.

Mr. Ackerman made a motion to approve the audit as presented with a revision to Note 6 Long-Term Debt section (1). Mr. Hankla seconded the motion which carried unanimously.

2. Board Minutes (All Directors)

Minutes were provided in the MACEDC Board of Director's packet sent out prior to the monthly meeting. Mayor Ross made a motion to approve the November 8 regular board meeting minutes; Ms. Hjelmstad seconded the motion which carried unanimously.

3. Treasurer's Report

Ms. Feist-Erickson presented the November MACEDC financials. Mayor Ross made a motion to approve the November MACEDC financials. Mr. Ackerman seconded the motion which carried unanimously.

4. Chairperson's Report

a. Nominating Committee: Chair Black stated the Les Knudson submitted his letter of resignation from the MACEDC Board effective December 31, 2023.

Dr. Shirley made a motion to approve nominees Jason Zimmerman, John Kutch, and Jonn Knecht to serve an additional term and Beth Feldner from Xcel Energy to join the board as a director. Ms. Feist-Erickson seconded the motion which carried unanimously.

b. MACEDC Bylaws Revisions: Mr. Kutch made a motion to adopt the revised MACEDC bylaws as proposed. Mayor Ross seconded the motion which carried unanimously.

c. Letter of Support for 3rd Street Reconstruction Project: Chair Black stated that the letter of support was included in the packet for the board's review.

d. Task Force 21 Guidelines: Mr. Hankla made a motion to adopt the Task Force 21 guidelines as presented. Mr. Kutch seconded the motion which carried unanimously.

e. Coalition to Oppose the Property Tax Petition: Chair Black stated that the board is getting educated on the effort before taking a stance. The board will receive an educational presentation from members of the coalition in January.

4. Strategic Plan Key Pillar Report

a. Economic Development – Ryan Ackerman: Mr. Ackerman provided a report of recent economic development activity which highlighted updated lease agreements at the Logistics Park of North Dakota and closing out the South Intermodal Track Expansion project.

b. Community Development – Kevin Black: No updates.

c. Workforce Development – Dr. Steven Shirley: Dr. Shirley shared that the first workforce development committee meeting took place, which includes members from partners in the community including the City of Minot. Ms. Kramer reported that MACEDC submitted two applications for the State of North Dakota Regional Workforce Impact Program grant.

d. Member-Investor – Cassidy Hjelmstad: Ms. Hjelmstad reported that Bravera had a great Business After Hours last week, there are a few more spots to fill for Junior Achievement program, and she will be looking to form a member investor committee in January 2024.

e. Military Support – Peter Hankla: Mr. Hankla provided a military support report which included the Barksdale Trophy arriving in Minot and the North Dakota Military reception and National Guard Association briefings in Washington D.C.

5. President's Report

The president's report and programming community outreach monthly activity report were included in the packet.

6. Other Business

None.

Chair Black adjourned the meeting at 9:13 am.

Minutes submitted by: Jaime Hauge, Executive Assistant



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January 8, 2024

Business, Marketing & Information Division
North Dakota Department of Agriculture
600 East Boulevard Avenue, Dept. 602
Bismarck, ND 58505

RE: APUC and Specialty Crop Block Grant Program support

To North Dakota Department of Agriculture Review Team,

Our mission at Minot Area Chamber EDC (MACEDC) is to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all. MACEDC supports key initiatives across our state that build and strengthen the North Dakota economy, support agriculture-related businesses and improves North Dakota's visibility. For these reasons, we are excited to support the continued funding of the Agricultural Products Utilization Commission (APUC) and the Specialty Crop Block Grant Program.

MACEDC is invested in these programs, as we traveled in 2023 to participate in SIAL America in Las Vegas to promote the region, advance our agriculture-focused businesses, and advocate for new businesses to move to North Dakota. Over the years, a number of Minot-area businesses have taken advantage of these two programs, to increase their visibility and improve their products. Without the state's efforts in these areas a number of businesses simply wouldn't have grown to become what they are today. Having support as part of a larger statewide group makes it that much easier for businesses to connect globally through the trade shows they attend. That support for businesses comes through these key programs.

We wholeheartedly support the North Dakota Department of Agriculture's continued use of funding for the APUC and Specialty Crop Block Grant Program.

Sincerely,

Brekka Kramer
President | CEO
Minot Area Chamber EDC



President's Report | December 11, 2023 – January 12, 2024

Each month also includes numerous calls, emails, legislative session outreach, along with stakeholder, member investor, planning and internal meetings.

- Inaugural Workforce Committee meeting
- Meeting – Norsk Høstfest marketing committee
- Task Force 21 meeting
- Meeting – Trinity Health
- MACEDC Board of Directors meeting
- Greater North Dakota Chamber Business Climate policy meeting
- Meeting – Souris Basin Planning Council Board
- Meeting – ND State Board of Higher Education, National Defense Industrial Association Northern Tier Chapter
- Governor's Task Force on Military Issues in North Dakota meeting
- Meeting – ND Department of Commerce Workforce Development Council Recruit & Retention Subcommittee
- Meeting – Hess Corporation
- Meeting – Bakken GROW partners immigration/workforce
- Meeting – Verendrye Electric Cooperative
- Regular City of Minot City Council meeting
- Meeting – North Dakota State University Industry and Workforce Ad Hoc Committee
- Meeting – Norsk Høstfest Association Annual Board
- The Northwest Seaport Alliance Visit (Tacoma, Washington)
 - The Northwest Seaport Alliance Managing Member meeting presentation
 - Link to the live presentation: [January 3 Northwest Seaport Alliance Managing Member Meeting](#)
- Meeting – Greater Cheyenne Chamber President/CEO Dale Steenbergen (Cheyenne, Wyoming)
- Meeting – Cheyenne Mayor Patrick Collins (Cheyenne, Wyoming)
- 20th Air Force Change of Command | Maj Gen Michael Lutton – Maj Gen Stacy Jo Huser (Cheyenne, Wyoming)
- Maj Gen Michael Lutton 3-Star Promotion Ceremony (Cheyenne, Wyoming)
- Meeting – North Dakota Chamber Leader
- Task Force 21 meeting and 2024 budget planning
- Meeting – Brig Gen Colin J. Connor with Task Force 21
- Meeting – Norsk Høstfest sponsorship committee
- Meeting – Brig Gen Colin J. Connor
- Military Affairs Committee meeting
- Meeting – Economic Development Association of North Dakota Central Region Group
- Meeting – Spring AI/Entrepreneur One Day Conference discussion with Minot State University
- One on one meeting with City Manager Harold Stewart

MINOT AREA CHAMBER EDC
PROGRAMMING COMMUNITY OUTREACH MONTHLY ACTIVITY REPORT | December 11 – January 12

COMMITTEE REPORTS

Adopt an Airman – There are currently four active host families and two airmen have been matched. This has remained the same as last month.

Agribusiness Committee – Agribusiness Committee did not meet in December.

Ambassadors Committee

In 2023, Ambassadors held 77 ribbon cuttings. Ribbon cuttings were held at the following businesses for this time period:

- December 13: Robyn's Place, a new gift shop located at 122 Main Street South, Suite C, Minot.
- January 9: Modern Designs by Tammy Marie, a new home interior store located at 1509 2nd Avenue SW, Minot.
- January 10: Lopez Boxing Gym, a new boxing gym located at 4715 Hwy 83 North, Minot.
- January 11: Buffalo Wild Wings, newly remodeled restaurant located at 3820 South Broadway, Minot.

Business Retention & Expansion – Since the report, five Business Retention & Expansion meetings have been held. Creedence Energy Services, Gravel Products, Minot Paving, Concrete Mobile, and Central Machining and Pump Repair all completed the interview.

Business After Hours – The next Business After Hours is January 25 at I Keating Carpet One Floor and Home located at their new location, 1325 South Broadway, Minot. The January Business After Hours will feature the band Little Chicago Funk, great food and networking.

Community Leadership Institute – The Community Leadership Institute (CLI) committee will begin meeting in April. The 2024 CLI program is slated to start September 5. Sponsorship opportunities to support this program will roll out in January.

Eagle Awards – On December 12, 19 people received the Eagle Award for great customer service:

Angelique Bernadette Chapin, Broadway Liquor	Vinny Neyrajauregui, JOANN Fabrics & Crafts
George Fealy, Toad's Wash and Run	Brianna Olson, YMCA
Casey Fjeld, Duffy's Hockey & Sports	Allyce Scheresky, SRT
Felix Gyabaa, Trusted Tire & Auto	Brian Szablewski, Cash Wise Foods/Coborns, Inc.
Deanna Haider, JCPenney	Scott Pederson, Gate City Bank
Katie Hawkins, ARC Express, Inc.	Mike Perdue, Don Bessette Hyundai
Nick Jesz, Circle Sanitation	Missi Spitzer, I. Keating Carpet One Floor & Home
Natalie Lang, Margie's Art Glass Studio	Tara Sexton, Office Max
Brigitte McCauley, The Title Team	Kadee Simensen, The Station
Lindsey Meyer, Gate City Bank	

Energy Committee – Energy Committee did not meet in December. The next meeting will feature a presentation from Xcel Energy on January 25 11:30 a.m. at Badlands Restaurant.

Governmental Affairs Committee – Governmental Affairs Committee did not meet in December. The next meeting will feature Secretary of State Michael Howe on January 31 11:30 a.m. at Badlands Restaurant.

Infrastructure Committee – On January 12, the Infrastructure Committee heard from Basin Electric on their plans for upgrades to their large-scale electric infrastructure. Standing reports were provided from the City of Minot, Ward County, North Dakota Department of Transportation, and Minot Parks.

Military Affairs Committee – Our holiday cookie drive to support airmen at Minot Air Force Base was a success with strong community support. 11,000 cookies were collected and handed out to young airmen away from home for the holidays. On January 9, the Military Affairs Committee met at Minot Air Force Base Jimmy Doolittle Center. Brig Gen Colin Connor, Director of Intercontinental Ballistic Missile Modernization, Site Activation Task Force, Barksdale Air Force Base provided a briefing on the Sentinel ICBM weapon system. Following the presentation reports were given by 5th Bomb Wing, 91st Missile Wing, ND National Guard and ND Army Guard.

Right Start Committee – Right Start Committee did not give a presentation in December.

Showcase of Business – SRT has agreed to be presenting sponsor for the 2024 event, which will be held November 21.

Start Up Minot Academy – 10 students are already signed up for the winter cohort of the Start Up Minot (SUM) Academy powered by CO.STARTERS. This class starts on January 31 and runs until April 3. There is still space for another 5 students. Our recruitment of sponsors to support the SUM effort secured funding to offset the cost of providing the CO.STARTERS program. Thanks to our sponsors, we are able to significantly reduce the cost of purchasing the educational materials for each student and offer the course at a reduced rate of \$150 per person.

Start Up Minot – The Start Up Minot December networking event brought in nearly 30 people. The speakers were Lexi Miller, a recent graduate of the SUM Academy powered by CO.STARTERS, and Stacey Miller, owner/operator of Juniper Child Care. The January business networking event saw 20 people attend to listen to our featured speaker, Debbie Harris of Fiancée in Minot. The next free event will be held on February 8. Please join us at 7:30 a.m. at the Carnegie Center that Thursday.

Task Force 21 – Governor Burgum’s Task Force for Military Issues in North Dakota held a strategic planning session led by Lt. Gov. Tammy Miller at the State Capital in December. The Barksdale Trophy is now in Minot and is available to be showcased throughout the community. Two major military engagements were held at F.E. Warren Air Force Base in Cheyenne, Wyoming on January 5. Gen Thomas A. Bussiere, Commander Air Force Global Strike Command and Commander, Air Forces Strategic – Air, U.S. Strategic Command, Barksdale Air Force Base led both ceremonies. Three members of Task Force 21 attended the ceremonies representing Team Minot. In addition to the formal events, meetings were held with Cheyenne Mayor Patrick Collins and Greater Cheyenne Chamber of Commerce President/CEO Dale Steenberg. Discussions focused on Sentinel and community work to support the project.

Women Connect – Women Connect leadership team didn’t meet in December.

UPCOMING MEETINGS AND EVENTS

Minot Area Chamber EDC Programming

January 24	Right Start Presentation, 9:25 a.m., Jimmy Doolittle Center Minot Air Force Base
January 24	Honorary Commander Induction, 6:00 p.m., Jimmy Doolittle Center MAFB
January 25	Energy Committee with Xcel Energy, 11:30 a.m., Badlands
January 25	Business After Hours, 5:00 p.m., I. Keating Carpet One Floor & Home
January 31	Start Up Minot Academy powered by CO.STARTERS program, 8:30 a.m., Carnegie Center
January 31	Governmental Affairs Committee with Secretary of State Michael Howe, 11:30 a.m., Badlands
February 1	Military Affairs Committee, Noon, Sleep Inn & Suites
February 1	Ambassador Committee, 4:30 p.m., location TBD
February 7	Start Up Minot Academy powered by CO.STARTERS program, 8:30 a.m., Carnegie Center
February 7	Agribusiness Committee, Noon, North Central Research Ext. Center
February 8	Start Up Minot networking and business showcase event, 7:30 a.m., Carnegie Center
February 9	Infrastructure Committee, 7:30 a.m., Homesteaders
February 13	Eagle Award Presentation, 10:00 a.m., Minot Area Chamber EDC
February 14	Start Up Minot Academy powered by CO.STARTERS program, 8:30 a.m., Carnegie Center
February 15	Governmental Affairs Committee, 11:30 a.m., Badlands
February 17	Military Appreciation Minot State University Hockey Game Night, 7:30 p.m., Maysa Arena

Minot Area Chamber EDC Signature Events | Save the Date

March 21	Prairie Warrior Auction, 5:30 p.m., Grand Hotel
September 20	Task Force 21 Nuclear Triad Symposium, Washington DC
November 21	Showcase of Business, 5:00 p.m., North Dakota State Fair Center

Minot Area Chamber EDC Strategic Engagements | Stakeholder and Partner Events

January 18	Randy Hauck Retirement Open House, 2:00-4:00 p.m., Verendrye Minot
January 23	Northern Pulse Growers Association, Sleep Inn & Suites Minot
January 23	Governor Burgum State of the State Address, 11:00 a.m. (CDT), virtual or in-person Dickinson
January 24 – 26	KMOT Ag Expo, North Dakota State Fair Center Minot
February 8	State of the City, 11:30 a.m., Minot State University Dome

MINOT COMMISSION ON AGING

Board of Directors

MCA Meeting Room – Parker Center

January 19, 2024

PRESENT: Penny Hamilton, Denise Larson, Andrew Maragos, Lacey McNichols, Mary Nester, Steve Podrygula, Tom Probst, Pat Schmitt, Vicki Summerfield, Alan Walter

STAFF: Roger Reich, Val Millen, Deb Leyrer

ABSENT: Bob Schempp, Larry Wahlund

President Vicki Summerfield called the meeting to order at 12:00 pm.

ANNOUNCEMENTS: President Vicki Summerfield thanked Mary Nester for running the December meeting.

APPROVAL OF MINUTES: Mary Nester motioned to approve the minutes for December 2023, seconded Andy Maragos; motion carried.

FINANCE REPORT: Val Millen reporting.

- Val Millen presented the November 2023 financials.
- Copies of the check register were made available to the Board.
- Andy Maragos motioned to approve the financials, Steve Podrygula seconded; motion carried.
- There was discussion regarding the CD that was maturing. Val will check on rates and renew.

DIRECTOR'S REPORT: Roger Reich reporting.

- Terry Kongelf, owner of the Parker Suites, fired his building manager. He sent MCA a bill, and after Val reviewed it, she sent a revised check which Terry returned. The attorney is still reviewing the condo agreement.
- We will be providing 150 meals for the State of the City address on February 8th.
- Prairie Rose Home Service is down to one homemaker for private pay clients. PRHS does the leg work for SPED (Services Payments for the Elderly and Disabled) meals.
- We are still looking for cooks, dishwasher and homemakers.
- Footcare is going well, we have a wait list since the podiatrist in Minot is no longer providing footcare services.

PRESIDENT'S REPORT: None

NEW BUSINESS:

- The Nominating Committee hasn't been given a yes or a no from Jay Fisher who is currently out of town. Andy Maragos will keep the Board informed.

NEXT MEETING: February 16, 2024 in the meeting room.

Meeting was adjourned at 12:30 pm.

Respectfully submitted,

Deb Leyrer
Recorder

Lacey McNichols
Secretary

This document serves two purposes: 1) To provide a summary of the Planning Commission meeting and associated recommendations to City Council; and 2) To act as the Planning Commission minutes of the meeting. The minutes of the Planning Commission meeting are generally adopted at the following Planning Commission with or without changes.

Regular Meeting: Planning Commission.

Location: City Hall, Council Chambers, 10 3rd Avenue SW., City of Minot, N.D.

Meeting Called to Order: Tuesday, February 6, 2024 @ 5:30 pm.

Presiding Official: Chairman Offerdahl.

Members in Attendance: Commissioners Offerdahl, Baumann, Dohms, Iverson, Kibler, Johnson, Longtin, Mennem, Pontenila.

Members Absent: Commissioners Faken, Gates.

City Staff Present: Brian Billingsley (Community Development Director), Doug Diedrichsen (Principal Planner), Nick Schmitz (Assistant City Attorney), Emily Huettl (Assistant City Engineer), and Daniel Falconer (Associate Planner)

Others Present: Wayne Nelson (Averys 2nd Addition Preliminary Plat)

The following are the minutes of the Planning Commission meeting. The minutes are in DRAFT form until formally adopted by the Planning Commission:

Meeting Called to Order by Chairman Offerdahl at 5:30 pm

Item #1: Roll Call

Item #2: Pledge of Allegiance

Item #3: Planning Commission Introductions and Public Hearing Decorum

Item #4: Approval of Minutes

Motion by Commissioner Kibler to approve the December 5th, 2023 Planning Commission Meeting Minutes. Second by Commissioner Dohms and carried by the following roll call vote: ayes: all, nays: none.

Motion carries.

Item #5: Continued From December 5, 2023: Case #2023-11-01. Conditional Use Permit - Seeds Of Eden

Public hearing request by Isaiah Keller representing Lars Wikstrom on behalf of CXL, LLC, owner for a conditional use permit for a group home for up to twelve residents plus staff. The legal description for the property is Lot 1, Blaisdells Subdivision of Block 13 Ramstads Riverview Subdivision to the City of Minot, North Dakota.

The address for the property is 425 Main St. S.

Chairman Offerdahl asked for staff report to which Mr. Diedrichsen provided a verbal summary of the

written staff report. Mr. Diedrichsen provided an aerial view of the property as well as the current zoning of the property, "R3B" Multiple Residence District, which falls in the same standards as "RM" Medium Density Residential District. Mr. Diedrichsen advised group homes are permitted by right in that district, up to six residents plus staff. A Conditional Use Permit is required between seven and twelve residents. This applicant is requesting 12 residents which is why they are seeking a conditional use permit. The Future Land Use (FLU) Map denotes the property as Suburban Residential. Site photos were displayed showing the layout of the area as well as the proposed parking lot to be leased. Mr. Diedrichsen displayed the evaluative criteria and findings of fact, with a note that evaluative criteria 2 through 4 are now satisfied based on previous parking discussions. Mr. Diedrichsen stated staff is now recommending approval contingent upon Seeds of Eden's ability to maintain the parking lot lease or an alternative is in place prior to the lease being allowed to expire.

Commissioner Kibler asked how the city would know if the lease has been allowed to expire, but no parking solution was in place. Mr. Diedrichsen advised that the property owner should notify the city immediately, but ultimately it would surface as complaint from adjacent property owners. Chairman Offerdahl then asked if this lapse in lease would constitute a revocation of this conditional use permit. Mr. Diedrichsen then confirmed that statement. Commissioner Dohms asked if there are any plans for an expansion of scope. Mr. Diedrichsen confirmed that the conditional use permit has a maximum capacity of 12, with no room for expansion.

PUBLIC HEARING:

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

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

FINDINGS OF FACT:

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

- 1) The applicant has submitted a complete application.
- 2) The property is zoned "R3B" Multiple Residence District
- 3) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Suburban Residential.
- 4) The proposal satisfies the evaluative criteria per Section 9.1-4. F. 1 and 5. thru 8. as outlined in the Staff Analysis section of staff's written report.
- 5) The proposal satisfies the evaluative criteria per Section 9.1-4. F. 2 thru 4., as outlined in the Staff Analysis section of staff's written report.
- 6) The Minot Planning Commission has the authority to hear this case and decide whether it should be approved or denied, with or without conditions. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and approve the conditional use permit for a group home with up to twelve (12) residents plus staff with the condition that the parking

lease be maintained for at least five (5) additional spaces, or an alternative is in place prior to the lease being allowed to expire.

FINAL DECISION:

Motion made by Commissioner Kibler based on staff's finding of fact and recommendation. Second by Commissioner Johnson. The motion was carried by the following vote: ayes: 8, abstain: 1, nays: 0. **Motion carries.**

Item #6: Case # 2024-01-01 Averys 2nd Addition - Preliminary Plat

Public hearing request by Wayne Johnson, property owner for a preliminary plat to consolidate several properties into two (2) lots. The proposed subdivision is to be named Avery's Second Addition, being a replat of Outlot 27 of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ less a portion SW $\frac{1}{4}$ SE $\frac{1}{4}$ less road portion sold and Outlot 2, 8, 9, 12, 25, 26 and 28 and Lot 1 Avery's Addition, located in the southwest and southeast quarters of Section 32, Township 155N, Range 82W of the Fifth Principal Meridian, to the City of Minot, County of Ward, State of North Dakota.

The properties include 3200 County Road 19 S. and an unaddressed property south of 3200 County Road 19 South and east of 2900 34th Ave SE. west of 3220 & 3300 County Road 19 S.

Chairman Offerdahl asked for staff report to which Mr. Diedrichsen provided a verbal summary of the written staff report. Mr. Diedrichsen provided an aerial view of the property, the preliminary plat, the current zoning as "Agricultural District", and the Future Land Use (FLU) Map showing the property remaining as an agricultural district with a small portion being light industrial. Mr. Diedrichsen then presented site photos, and staff findings of fact. Mr. Diedrichsen stated staff is recommending that this preliminary plat be approved with the condition that the right-of-way along the section line and required utilities easements be dedicated on the final plat.

Commissioner Kibler asked about access points for the various lots. Mr. Diedrichsen stated that the right-of-way dedication and current roads allow access.

PUBLIC HEARING:

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

Wayne Johnson, owner of the property, approached to answer any questions the Commission might have. Mr. Johnson discussed the access points of the plat as well as the zoning. Mr. Diedrichsen stated that lots 1 and 2 will be zoned agricultural and no change of zoning has been requested. No questions from the Commission.

Chairman Offerdahl closed the public hearing.

FINDINGS OF FACT:

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

1) The applicants have submitted a complete application.

- 2) The property is zoned "AG" Agricultural District on the Official Zoning Map and has a "Rural Residential" and Light Industrial designation on the Future Land Use Map of the 2012 Comprehensive Plan.
- 3) The applicant's request is consistent with the bulk requirements of Chapter 2.4 – "AG" Agricultural District of the Land Development Ordinance of the City of Minot (LDO).
- 4) The applicable sections of Chapter 10.3 related to subdivision design are satisfied with the conditions of right-of-way dedications and easements be included on the final plat.
- 5) The Minot Planning Commission has the authority to recommend approval, with or without conditions, or recommend denial of the Major Subdivision Preliminary Plat. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission adopt staff findings of fact and recommend City Council approve the Major Subdivision Preliminary Plat for Avery's 2nd Addition with the condition that the right-of-way along the section line and required utilities easements be dedicated on the final plat.

FINAL DECISION:

Motion made by Commissioner Baumann to approve based on staff's findings of fact and recommendation. Second by Commissioner Longtin. The motion carried by the following vote: aye: all, nays: none. **Motion carries.**

Item #7: Other Business

Commissioner Baumann sent out the following article for review and consideration: "As More Cities Eliminate Parking Minimums, What Happens Next?" (NAIOP Commercial Real Estate Development Association, As More Cities Eliminate Parking Minimums, What Happens Next?, Summer 2023 Issue, By. Robert Ferrin).

Commissioner Baumann also gave a short introduction and review of the topic of parking minimums. Chairman Offerdahl opened for questions. Commissioner Kibler asked about the effects of parking minimums on residential districts. Mr. Diedrichsen stated that the planning department is currently preparing a research project about parking minimums. Commissioner Dohms asked for the Planning Commission to receive a copy of the parking ordinances for the city of Minot. Commissioner Kibler asked about the origin of this proposal. Commissioner Baumann stated that this issue shows potential promise for the city and proposed the commission explore the topic. Commissioner Kibler then asked if there is a link between parking minimums and parking meters. Mr. Billingsley stated that metered parking only pertains to on-street parking as opposed to off-street parking which is governed by parking minimums. Also Mr. Billingsley stated that metered parking is prohibited in the state of North Dakota. Mr. Schmitz corroborated this. Commissioner Baumann concluded the discussion by asking each member to consider the proposal and to bring examples to the next meeting.

Mr. Diedrichsen introduced Mr. Falconer, the new associate planner.

Item #8: Adjournment

With no further business, Chairman Offerdahl adjourned the meeting at 6:18 pm. *Submitted by: Daniel Falconer, Associate Planner*

BEING ALL OF OUTLOT 27 AND AN UNPLATTED PORTION OF THE
NE¹/₄SW¹/₄, NW¹/₄SE¹/₄, SW¹/₄SE¹/₄ AND THE SE¹/₄SW¹/₄ SECTION 32,
TOWNSHIP 155 N, RANGE 82 W, WARD COUNTY, NORTH DAKOTA
TO THE CITY OF MINOT, NORTH DAKOTA

Know all men by these presents that Wayne & Layreen Johnson, being Owners and Proprietors, of Outlot 27, and Marvin I & Arlene D Avery, being Owners and Proprietors, of an Unplatted Portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ AND THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 32, Township 155 N, Range 82 W, Ward County, North Dakota, being more particularly described as follows:

Beginning at the Northwest Corner of Outlot 27, a Plat being on file at the Ward County Recorder's Office; Thence S 89°31'40" E, on the North Line of said Outlot 27, a distance of 1314.48 FT, to the Southeast Corner of Lot 3, of Lavolette Addition, a Plat being on file at the Ward County Recorder's Office; Thence N 44°15'46" W, on the East Line, of said Lot 3, a distance of 767.87 FT, to a Point being on the Westerly Right of Way Line of Ward Co. Rd. 19; Thence S 48°30'44" E, on said Westerly Right of Way Line, a distance of 58.10 FT; Thence along a Curve to the Left on said Westerly Right of Way Line, said Curve having a Length of 363.09 FT, a Radius of 1336.90 FT, and a Delta Angle of 15°33'41"; Thence S 61°35'46" E, on said Westerly Right of Way Line, a distance of 737.25 FT, to the Northwest Corner of Outlot 25, a Plat being on file at the Ward County Recorder's Office; Thence S 6°26'55" W, on the West Line, of said Outlot 25, a distance of 411.24 FT, to the Southwest Corner, of said Outlot 25; Thence S 81°56'45" E, on the South Line, of said Outlot 25, a distance of 198.18 FT, to the Southeast Corner, of said Outlot 25; Thence S 11°44'32" E, on a Westerly Line, of Lot 1, of Avery's Addition, a Plat being on file at the Ward County Recorder's Office, a distance of 228.08 FT, to the Northwest Corner, of Outlot 28, a Plat being on file at the Ward County Recorder's Office; Thence S 10°42'40" W, on a Westerly Line, of said Outlot 28, a distance of 352.65 FT, to a Point being on a Property Line of Outlot 26, a Plat being on file at the Ward County Recorder's Office; Thence N 85°41'32" W, on a Property Line, of said Outlot 26, a distance of 142.62 FT, to a Property Corner, of said Outlot 26; Thence N 82°41'33" W, on a Property Line, of said Outlot 26, a distance of 171.55 FT, to a Property Corner, of said Outlot 26; Thence S 86°30'17" W, on a Property Line, of said Outlot 26, a distance of 160.02 FT, to a Property Corner, of said Outlot 26; Thence S 56°56'07" W, on a Property Line, of said Outlot 26, a distance of 119.99 FT, to a Property Corner, of said Outlot 26; Thence S 20°52'33" W, on a Property Line, of said Outlot 26, a distance of 123.96 FT, to a Property Corner, of said Outlot 26; Thence S 53°22'17" W, on a Property Line, of said Outlot 26, a distance of 122.18 FT, to a Point being on the South Line, of the Southwest Quarter, of said Section 32; Thence N 89°28'05" W, on the South Line, of the Southwest Quarter, of said Section 32, a distance of 1226.36 FT, to the Southwest Corner, of the Southeast Quarter of the Southwest Quarter, of said Section 32; Thence N 0°45'02" E, on the West line of the Southeast Quarter of the Southwest Quarter, of said Section 32, a distance of 980.16 FT, to the Southwest Corner, of said Outlot 27; Thence N 0°44'29" E, on the West Line, of said Outlot 27, a distance of 339.94 FT, to the Point of Beginning.

Said described tract, of land contains 54.23 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Avery's 2nd Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.

Arlene D Avery

STATE OF NORTH DAKOTA, COUNTY OF _____

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Wayne & Layreen Johnson, well known to be the persons described in the foregoing description and acknowledged to me that they executed the same on their own free act and deed.

My commission expires

Notary Public, State of North Dakota

STATE OF NORTH DAKOTA, COUNTY OF _____

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Marvin I & Arlene D Avery, well known to be the persons described in the foregoing description and acknowledged to me that they executed the same on their own free act and deed.

My commission expires

Notary Public, State of North Dakota

I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge and Belief.

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

STATE OF NORTH DAKOTA, COUNTY OF

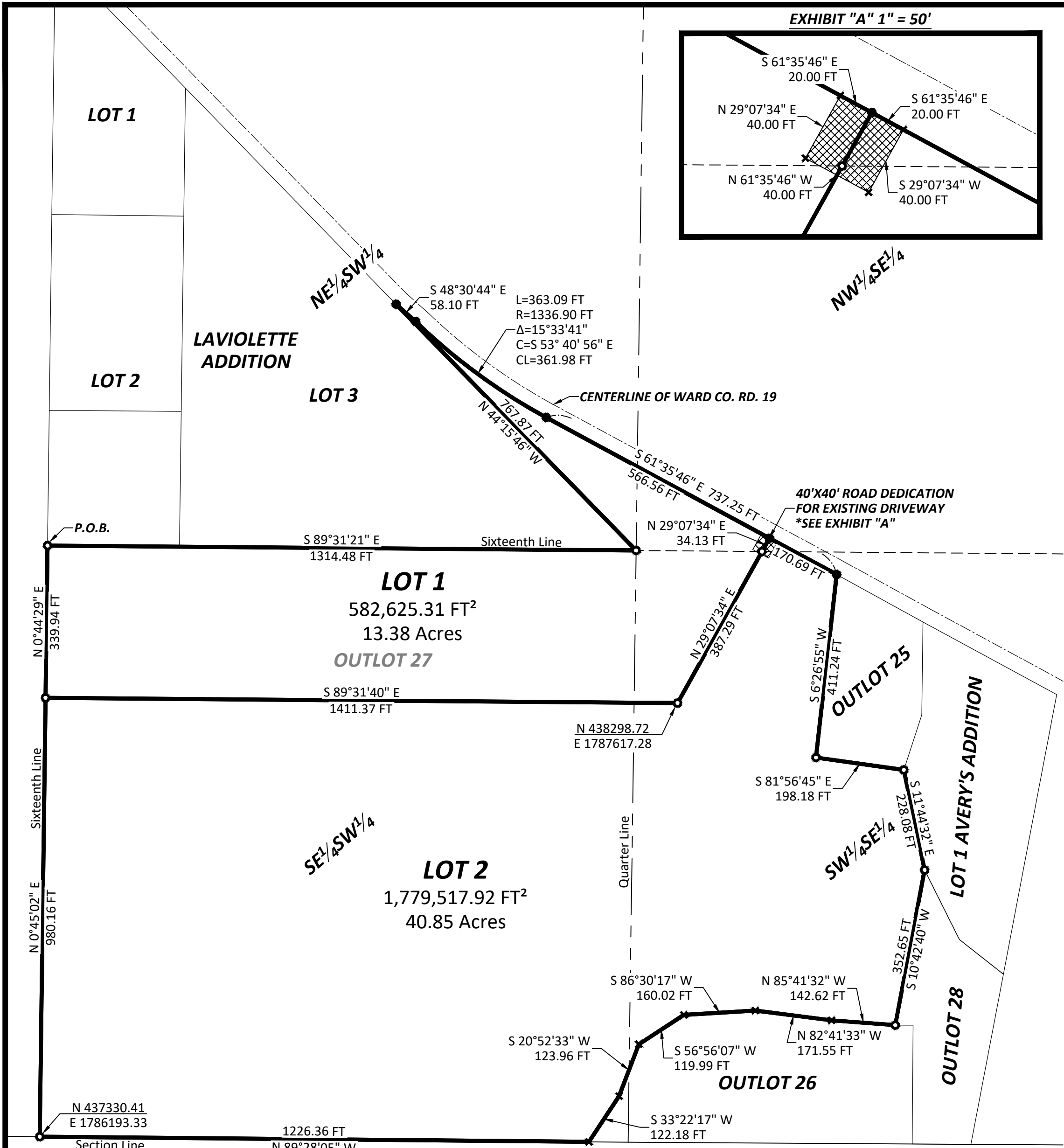
On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

My commission expires



WOLD
ENGINEERING, P.C.

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

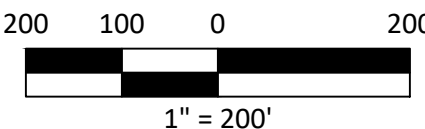


- Plat is subject to all prior Easements of Record.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- A 10' Utility Easement is on the streetside of every Lot.
- State Plane Coordinates shown are North Dakota (North Zone) NAD83 U.S. Feet (Unless Otherwise Noted). NGS OPUS Solution was used to establish coordinates.

- - Denotes Property Corner Set
18" - #5 Rebar w/ RLS Cap #6134
- ⦿ - Denotes Property Corner Found
- ✕ - Denotes Traverse Point

I hereby certify that the Plat shown hereon has been approved by the
Minot Planning Commission and the Minot City Council.

Approved: _____, 2024
Minot City Engineer



200 100 0 200

1" = 200'

On February 5, 2024, a Regular Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Ross called the meeting to order at 5:30 pm.

ROLL CALL

Members Present:

Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross

Members Absent:

None

PLEDGE OF ALLEGIANCE

Mayor Ross led the City Council in the Pledge of Allegiance.

MAYOR'S REPORT

Mayor Ross attended a MACEDC Board meeting, one-on-one meetings with the City Manager, a NAWS Authority meeting, Randy Hauck's Retirement Party from Verendrye Electric, Project Bee meetings, a suicide symposium planning meeting, a Military Affairs meeting, Lords Cupboard meeting, Winter Employee Recognition event, and a Governmental Affairs meeting.

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the council.

CITY ATTORNEY'S REPORT

Stefani Stalheim submitted a written report to the council.

CONSENT ITEMS

Alderman Pitner moved the City Council approve consent items 6.1-6.19.

6.1 CITY COUNCIL MINUTES - Approve the minutes of the January 16, 2024, Regular City Council meeting and the January 16, 2024, Special City Council meeting.

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

1. Ordinance 5938 - 2024 BA - Law Enforcement Resiliency Grant
2. Ordinance 5939 - Traffic Restrictions for Transit Center Area
3. Ordinance 5940 - Fire Inspection Fees Ordinance

(Ordinances are available for inspection and copying at the City Hall City Clerk's Office during normal office hours (generally Monday 8:00am – 4:30pm))

6.3 ADMINISTRATIVE APPROVALS - Approve the following administrative approvals.

1. Perkett Elementary PTO to conduct a raffle on March 22, 2024 at Perkett Elementary (2000 5th Ave SW).
2. Municipal Government Academy of ND to conduct a raffle on March 19, 2024 at Clarion Hotel & Convention Center (2200 E Burdick Exwy).
3. Forgotten Warrior Foundation to conduct a raffle on June 29, 2024 at The "O"riginal Bar and Nightclub (720 N Broadway).
4. Dakota Cruisers to conduct a raffle on June 5, 2024 and September 14, 2024 at the Uhaul Moving and Storage S. Hill Parking Lot (1 20th Ave SE).
5. Minot High North Baseball to conduct a sports pool on February 11, 2024 at Central Campus High School (215 1st St SE).
6. Souris River Basin Longbeards to conduct a raffle on February 10, 2024 at The Grand Hotel (1505 N Broadway).
7. MSU Athletics to conduct a sports pool on February 11, 2024 at MSU (500 University Ave W).
8. Minot Y's Men Club to conduct a raffle on June 17, 2024 at the Minot Family YMCA (3515 16th St SW).
9. Minotauros Booster Club to conduct a raffle on April 7, 2024 at the Sleep Inn & Suites (2400 10th St SW).
10. Magic City Figure Skating Club to conduct a raffle on March 24, 2024 at the Maysa Arena (2501 Burdick Exwy W).
11. Dakota Rattlers to conduct a raffle on April 28, 2024 at the MSU Dome Wrestling Room (500 University Ave W).
12. Sigma Omicron Tau Chapter to conduct a calendar raffle May 2024 at Sigma Omicron Tau C/O Richell Johnson Residence (426 21st St NW).

13. Bel Air PTS to conduct bingo on February 15, 2024 and a raffle on April 19, 2024 at Bel Air Elementary (501 25th St NW).
14. MHS FBLA to conduct a raffle on February 23, 2024 at Magic City Campus (1100 11th Ave SW).
15. ND Association of Dance and Drill to conduct a raffle and bingo on February 17, 2024 at the Grand Hotel (1505 N Broadway).
16. Minot Symphony Association, Inc. to conduct a raffle on June 29, 2024 at The “O”riginal Bar and Nightclub (720 N Broadway).
17. Special Event Permit for Der Blaue, LLC dba The Blue Rider (118 1st Ave SE).
18. Special Event Permit for Sports on Tap, Inc. dba Sports on Tap (220 S Broadway).
19. Special Event Permit for Atypical, LLC dba Atypical Brewery & Barrelworks (510 E Central Ave).
20. Special Event Permit for Der VennMitchell, Inc dba The Landing Bar and Bottleshop (2015 N Broadway).

6.4 BILLS, TRANSFERS, AND PAYROLL - Approve the payroll for the period of December 17, 2023, through January 13, 2024, in the amount of \$2,668,830.48 and the bills and transfers for January in the amount of \$6,864,447.47.

WEX HEALTH, INC	\$10,108.21	100004931	AFLAC	\$14,124.37	100004961
ALL SEASON ARENA	\$2,635.45	299239	FIRST WESTERN INSURANCE	\$37,446.04	299380
AMERICAN TRUCK & TRAILER, LLC	\$96.41	299240	ACKERMAN ESTVOLD	\$79,847.70	299381
BAYCOM, INC.	\$597.00	299241	ACME TOOLS	\$12,504.62	299382
BLUE360 MEDIA, LLC	\$5,986.00	299242	ADVANCED BUSINESS METHODS	\$8,830.25	299383
BORDER STATES INDUSTRIES, INC.	\$1,039.98	299243	AMERICAN TRUCK & TRAILER, LLC	\$125.20	299384
BUTLER MACHINERY CO.	\$149.10	299244	APEX ENGINEERING GROUP	\$104,922.06	299385
CDM SMITH	\$78,493.20	299245	ARAMARK	\$126.18	299386
CONCRETE MOBILE	\$1,600.00	299246	AZTECA SYSTEMS, LLC	\$109,200.00	299388
CREA	\$200.00	299267	BAG, LLC	\$150.00	299389
Brook Hermanson	\$1,000.00	299247	BARR ENGINEERING	\$1,774.50	299390
Holly Zeece	\$36.34	299248	BISMARCK EVENT CENTER	\$30.00	299391
Jaelee Olson	\$18.73	299249	BMI GENERAL LICENSING	\$435.00	299392
Joshua Noyes	\$895.95	299250	BRIGHTLY SOFTWARE, INC	\$5,666.93	299393
Samantha Newman	\$1,000.00	299251	BUTLER MACHINERY CO.	\$169.81	299394
ENERBASE	\$1,143.62	299252	C&C PLUMBING AND HEATING	\$125.00	299395
FACTORY MOTOR PARTS	\$302.38	299253	CALLYO 2009 CORP	\$5,628.00	299396
FLEETMIND SOLUTIONS, INC.	\$3,047.58	299254	CAROLINA SOFTWARE	\$475.00	299397
FLEXIBLE PIPE TOOLS & EQUIPMENT	\$1,280.00	299255	CDM SMITH	\$105,842.15	299398
GENERAL TRADING	\$202.30	299256	CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC	\$5,374.04	299400
GERDAU RECYCLING	\$1,404.94	299257	CENTRAL TRENCHING, INC.	\$4,614.68	299399
GUARDIAN FLEET SAFETY	\$9,083.31	299259	CITY OF MINOT	\$50.00	299473
HAWKINS, INC.	\$2,411.64	299260	DACOTAH PAPER CO.	\$8,660.34	299401
HOGAN MANUFACTURING, INC	(\$292.00)	299261	DAKOTA FIRE EXTINGUISHER	\$86.36	299402
HOUSTON ENGINEERING, INC.	\$7,762.00	299262	DAKOTA FLUID MOTION, LLC	\$12,578.44	299403
INFORMATION TECHNOLOGY DEPARTMENT	\$3,181.75	299263	DAKOTA FLUID POWER, INC.	\$923.41	299404
JOHN DEERE FINANCIAL	\$2,804.15	299258	DECOMM VENTURES, LP	\$6,075.00	299405
KLI ENGINEERING, LLC	\$3,957.12	299264	DEM-CON COMPANIES, LLC	\$1,806.49	299406
LINDE GAS & EQUIPMENT INC	\$181.44	299265	DOMESTIC VIOLENCE CRISIS CENTER	\$1,250.45	299407
MAIN ELECTRIC CONSTRUCTION	\$8,616.19	299266	DUCKS UNLIMITED	\$19,440.00	299408
MINOT AUTO	\$402.42	299268	EAPC	\$20,233.62	299409
MINOT WELDING INC	\$2,500.00	299269	EATON CORPORATION	\$5,355.42	299410
MOUSE RIVER FIREFIGHTER'S ASSN	\$25.00	299270	EBSCO	\$2,336.47	299411
NAPA AUTO PARTS	\$2,196.07	299271	ECOLAB PEST ELIMINATION DIVISION	\$119.49	299412
NEXTREQUEST	\$9,572.64	299272	ELDORADO NATIONAL - CALIFORNIA	\$405.65	299413
NORMONT EQUIPMENT CO	\$97.39	299273	ELECTRIC PUMP	\$83.54	299414
NORTHWEST TIRE AND RETREAD	\$1,049.67	299274	Hollilyn Bleshe	\$20.00	299415
PRAIRIE ENGINEERING, P.C.	\$200.00	299275	Jeanny Variste	\$48.99	299416
PROJECT BEE	(\$559,622.39)	299276	Maria Romanick	\$50.00	299417
RDO EQUIPMENT	\$428.37	299277	ENERBASE	\$57,891.69	299418
ROUTEMATCH SOFTWARE LLC	\$24,313.76	299278	FACTORY MOTOR PARTS	\$245.54	299419
SANITATION PRODUCTS	\$3,819.98	299279	FARDEN CONSTRUCTION	\$9,556.85	299420
SCHOCKS SAFE AND LOCK SERVICE	\$309.64	299280	FASTENAL COMPANY	\$4.30	299422
SIGN SOLUTIONS USA	\$112.75	299281	FIRE EQUIPMENT CO.	\$926.00	299423
SPX TECHNOLOGIES, INC	\$6,840.28	299282	FIRST DISTRICT HEALTH UNIT	\$26,500.00	299424
SWANSTON EQUIPMENT COMPANIES	\$748.39	299283	FIRST INTERNATIONAL BANK & TRUST	\$759.00	299425
TERMINAL SUPPLY CO.	\$53.97	299284	FIRST WESTERN INSURANCE	\$50.00	299426
THEIN WELL	\$7,127.05	299285	FLEETMIND SOLUTIONS, INC.	\$1,987.50	299427
THORSRUD SUPPLY CO., INC.	\$468.00	299286	G & P COMMERCIAL SALES	\$404.24	299428
UNUM LIFE INSURANCE	\$5,083.95	299287	GALE	\$150.00	299429
VISIT MINOT	\$6,431.46	299288	GALLS, LLC	\$516.68	299430
WALLWORK TRUCK CENTER	\$583.16	299289	Diedre Postula	\$18.99	299431
WARD COUNTY AUDITOR	\$17,875.00	299290	Eric Bretheim	\$36.94	299432
WESTLIE FORD	\$376.19	299291	FHS PUBLIC SAFETY FOUNDATION	\$960.00	299433
WESTLIE TRUCK CENTER	\$943.97	299292	Kaylee Pontiff	\$10.99	299434
EIDE FORD LINCOLN	\$23,400.00	299293	Lisa Schneider	\$50.00	299435
1 CALL SEPTIC SERVICES, INC	\$13,137.30	299294	Michaela Young	\$50.00	299436
ACME TOOLS	\$59.82	299295	Minnesota Child Support	\$10.00	299437
ADP, INC	\$15,537.42	100004959	Mya Hanson	\$200.00	299438

ADP, INC	\$874.20	100004960	North Dakota Child Support	\$250.00	299439
ALL SEASON ARENA	\$7,676.62	299296	North Dakota Child Support	\$25.00	299440
AMERICAN WELDING & GAS, INC.	\$9,683.95	299297	Rodney Brian Neuhalfen	\$50.00	299441
APH/AUTO VALUE	\$36.79	299298	Sharon Samulenok	\$8.99	299442
ASSETWORKS	\$8,581.47	299299	Tamera Siverston	\$25.00	299443
CITY OF MINOT	\$200.00	299342	Teresa Hunt	\$25.00	299444
CLUTE OFFICE EQUIP., INC.	\$756.50	299300	Vicky L. Geyer-Panasuk	\$378.55	299445
COOKIES FOR YOU	\$900.00	299301	GENERAL TRADING	\$702.17	299446
ECOLAB PEST ELIMINATION DIVISION	\$697.54	299302	GERDAU RECYCLING	\$580.32	299447
Andres Casarez	\$673.46	299303	GRAINGER	\$23.18	299448
Dusty Schlecht	\$350.00	299304	GRAYMONT WESTERN US INC.	\$20,664.60	299449
James Seifert	\$729.00	299305	HIGH POINT NETWORKS, LLC	\$7,603.05	299450
Krystle Foster	\$39.63	299306	HOGAN MANUFACTURING, INC	\$146.00	299451
Melissa Anderson	\$39.63	299307	HOUSTON ENGINEERING, INC.	\$85,018.78	299452
Rob Cimino	\$29.50	299308	IMSA	\$510.00	299453
Rondel Roteliuk	\$45.20	299309	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$624.56	299454
Rondel Roteliuk	\$25.55	299310	INTERSTATE BATTERY SYSTEM	\$8.34	299455
ENERBASE	\$11,939.73	299311	INTERSTATE ENGINEERING, INC.	\$3,500.00	299456
FASTENAL COMPANY	\$4.99	299312	JIMS WELDING, INC.	\$375.41	299457
FIRST INTERNATIONAL BANK & TRUST	\$704.00	299313	JLG ARCHITECTS	\$620.00	299458
FIRST WESTERN INSURANCE	\$14,350.00	299314	KIMBALL MIDWEST	\$23.60	299459
GALLS, LLC	\$166.52	299315	KLJ ENGINEERING, LLC	\$12,715.50	299460
Amber Marquardt	\$1,221.73	299316	LEADSONLINE	\$5,866.00	299461
Braxton Wynton	\$30.00	299317	M-B COMPANIES, INC	\$1,337.22	299462
Celine Marx	\$40.00	299318	MAD DOG BROKERAGE INC	\$6,733.40	299464
Cody Cerner	\$5.00	299319	MAIN ELECTRIC CONSTRUCTION	\$25,068.12	299465
Jane Ellis	\$5.00	299320	MARCO, INC.	\$1,256.63	299466
Joe Melvin Stenvold, Jr.	\$200.00	299321	MELANIE MOORE	\$210.00	299474
Katelynn Bowen	\$25.00	299322	MICROMARKETING LLC	\$27.99	299467
Kevina OM Click	\$23.00	299323	MID-STATES ORGANIZED CRIME INFO CTR	\$250.00	299468
Shandel Grogan	\$50.00	299324	MIDWEST TAPE	\$84.22	299469
U.S. Postal Service	\$50.00	299325	MINOT AREA CHAMBER EDC	\$121,637.50	299463
GENERAL TRADING	\$435.40	299326	MINOT COMMISSION ON AGING	\$12,875.00	299470
GERDAU RECYCLING	\$152.29	299327	MINOT DAILY NEWS	\$260.00	299471
GOETTLE LAW, PLLC	\$3,500.00	299328	MINOT EMPLOYEE DONATIONS	\$818.96	299472
GRAYBAR	\$1,174.00	299329	MOWBRAY & SONS	\$1,061.08	299475
GRAYMONT WESTERN US INC.	\$53,252.25	299330	NAPA AUTO PARTS	\$2,064.12	299476
HAWKINS, INC.	\$31,798.28	299331	ND DEPT OF TRANSPORTATION	\$7,028.85	299477
INLAND TRUCK PARTS CO	\$192.36	299332	ND DEPT OF WATER RESOURCES	\$255,477.20	299478
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$624.56	299333	ND FRATERNAL ORDER OF POLICE	\$1,539.00	299479
INTERSTATE BATTERY SYSTEM	\$153.95	299334	NEWMAN TRAFFIC SIGNS	\$1,289.28	299480
KIWANIS CLUB OF MINOT	\$450.00	299335	NORTHERN TESTING	\$490.00	299481
MAIN ELECTRIC CONSTRUCTION	\$44,402.66	299336	NORTHWEST TIRE AND RETREAD	\$10,646.79	299482
MARCO, INC.	\$192.50	299337	NORTHWESTERN POWER EQUIPMENT C	\$10,346.09	299483
MINOT AUTO	\$140.69	299338	NOVA FIRE PROTECTION CO.	\$1,643.00	299484
MINOT EMPLOYEE DONATIONS	\$870.24	299339	OLSON'S TOWING	\$1,365.00	299485
MINOT PARK DISTRICT	\$62,695.67	299340	ONE CALL CONCEPTS, INC.	\$131.90	299486
MINOT PLUMBING & HEATING CO, INC.	\$1,589.00	299341	ONLINE DAKOTA INFORMATION NETWORK	\$316.00	299487
NAPA AUTO PARTS	\$1,692.19	299343	PARKLAND USA CORPORATION	\$4,478.10	299421
ND DEPT OF TRANSPORTATION	\$10,823.05	299344	PATRIOT FIRE & SAFETY INC	\$754.80	299488
NORTH COUNTRY SPORTSWEAR	\$144.04	299345	PEC SOLUTIONS LLC	\$966.00	299387
NORTHERN PLAINS EQUIPMENT CO., INC.	\$514.84	299346	PRAIRIE SUPPLY	\$283.86	299489
NORTHERN TESTING	\$605.00	299347	PRINGLE & HERIGSTAD, P.C.	(\$142.50)	299490
NORTHWEST TIRE AND RETREAD	\$478.04	299348	PROCOLLECT	\$318.92	299491
PFM FINANCIAL ADVISORS LLC	\$1,500.00	299349	PROTECH INTEGRATIONS, LLC	\$425.00	299492
PRINGLE & HERIGSTAD, P.C.	\$375.00	299350	PROVIDENT LIFE & ACC INS CO	\$363.08	299493
PROTECH INTEGRATIONS, LLC	\$203.00	299351	RAFTELIS FINANCIAL CONSULTANTS, INC	\$5,000.00	299494
REDSTONE TECHNOLOGIES, INC.	\$1,160.00	299352	ROERS CONSTRUCTION	\$12,000.00	299495
1ST MINOT MANAGEMENT	\$52.65	299353	SANITATION PRODUCTS	\$4,798.00	299496
BATTEIGER, JOHN	\$30.95	299354	SERTOMA CLUB OF MINOT	\$375.00	299497
DAKOTA SOUTH CONDO #14	\$157.22	299355	SHORT ELLIOTT HENDRICKSON, INC	\$42,625.00	299498
JOHNSON, COLLEEN R	\$132.70	299356	SIGN SOLUTIONS USA	\$6,011.00	299499
LOCKE, BRANDON	\$12.87	299357	SOLTIS BUSINESS FORMS CO.	\$824.00	299500
MIMG CCXXXI COMMONS SUB, LLC.	\$168.53	299358	SOURIS RIVER JOINT WATER RESOURCE	\$2,224,833.61	299501
MINOT PARK DISTRICT	\$31.68	299359	SRF CONSULTING GROUP	\$56,178.28	299502
PRICE, GARY	\$98.72	299360	SWANSON & WARCUP, LTD	\$393.00	299503
SUNDBERG, CLAY	\$16.23	299361	SWANSTON EQUIPMENT COMPANIES	\$424.48	299504
TOWNLEY, PAT	\$289.77	299362	THOMSON REUTERS-WEST PAYMENT CENTER	\$372.00	299505
WATTS, ROOSEVELT	\$47.69	299363	TIMMONS GROUP	\$7,788.75	299506
RINKER MATERIALS	\$26,734.76	299364	TITAN MACHINERY	\$10,250.00	299507
ROLLKALL TECHNOLOGIES LLC	\$16.00	299365	TOLLEFSON'S	\$383.00	299508
SANITATION PRODUCTS	\$130.33	299366	TRITECH SOFTWARE SYSTEMS	\$4,813.40	299509
SHORT ELLIOTT HENDRICKSON, INC	\$47,650.00	299367	TYLER TECHNOLOGIES, INC.	\$2,352.00	299510
SIGN SOLUTIONS USA	\$33,744.86	299368	ULINE	\$64.50	299511
SOURIS RIVER JOINT WATER RESOURCE	\$51,495.15	299369	UNITED MAILING SERVICE	\$400.70	299512
SRF CONSULTING GROUP	\$20,611.15	299370	UNUM LIFE INSURANCE	\$13,228.06	299513
SUNDRE SAND & GRAVEL, INC.	\$13,091.72	299371	VERIZON WIRELESS	\$111.82	299514

SWANSTON EQUIPMENT COMPANIES	\$399.88	299372	VESSCO, INC.	\$836.24	299515
TITAN MACHINERY	\$38.75	299373	VISIT MINOT	\$26,274.43	299516
UNITED MAILING SERVICE	\$465.81	299374	WARD COUNTY RECORDER	\$20.00	299517
VISIT MINOT	\$18,172.35	299375	WARD COUNTY RECORDER	\$20.00	299518
WALLWORK TRUCK CENTER	\$217.96	299376	WESTLIE TRUCK CENTER	\$943.18	299519
WESTLIE FORD	\$43.09	299377	VERENDRYE ELECTRIC	\$67,693.41	100004955
WESTLIE TRUCK CENTER	\$361,426.17	299378	MINOT PARK DISTRICT	\$1,543.66	100005064
EMPOWER TRUST COMPANY, LLC	\$530.70	100004954	CRAFT BUILDERS, INC.	\$21,832.00	299520
EMPOWER TRUST COMPANY, LLC	\$130.76	100004957	PROJECT BEE	\$559,622.39	299521
MINOT PARK DISTRICT	\$1,501.45	100004956	UNUM LIFE INSURANCE	\$8,396.12	299522
CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC	\$32,570.00	299379	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$12,673.45	100005065
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$149,760.32	100004958	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$12,319.36	100005066
MDU	\$38,072.82	100005011	WEX HEALTH, INC	\$256.20	100004969
XCEL	\$158,897.58	100004962	XCEL	\$59.70	100005124
				\$5,363,157.01	

6.5 GAMING SITE AUTHORIZATION- COMPANIONS FOR CHILDREN - Approve the following organization to conduct games of chance at the following locations:

Companions for Children (February 5, 2024 – June 30, 2024)

- The Putt District (17 S Main St)
- The Blue Rider (118 1st Ave SE)

6.6 ALCOHOLIC BEVERAGE LICENSE RENEWAL – SAUL’S - Approve the alcoholic beverage license renewal for Saul’s at 105 1st St SE (basement) for the period of February 5, 2024 through December 31, 2024.

6.7 MAYORAL APPOINTMENTS - Confirm the following appointments:

- Trent Livedalen to replace Travis Mowbray on the MAGIC Fund Screening Committee with a term to expire December 2026.
- Doug Diedrichsen to replace John Van Dyke on the Minot Committee on Childcare.

6.8 MINOR SUBDIVISION PLAT: WEST MINOT 2ND ADDITION - Approve a minor subdivision plat as provided in Attachment A to create West Minot 2nd Addition.

6.9 PLEDGED ASSETS, DECEMBER 31, 2023 - Approve the Pledged assets as of December 31, 2023.

6.10 ACCEPTANCE OF FY2023 STATE AND LOCAL CYBERSECURITY GRANT - Accept the FY2023 State and Local Cybersecurity Grant Program award; authorize the Finance Director to sign the grant award; and approve the proposed budget amendment on first reading.

6.11 2028 NDDOT URBAN PROGRAM SOLICITATION (4829) - Concur with the staff recommendations and submit the requests to the NDDOT.

6.12 WARD COUNTY CONNECTOR RAISE GRANT REQUEST RESUBMITTAL (4657) - Approve the funding request to resubmit a RAISE grant for the environmental study; and approve the budget amendment on 1st reading.

6.13 APPROVE PLANS AND SPECIFICATIONS FOR CANADIAN PACIFIC KANSAS CITY RAIL QUIET ZONE AND AUTHORIZE A CALL FOR BIDS (4781) - Approve the plans and specifications for the CPKC Quiet Zone and authorize a call for bids.

6.14 LANDFILL MASTER PLAN AND SUPERFUND UPDATES (3700.1) - Approve the task order in the amount of \$118,000 for CPS, Ltd. to update the Landfill Master Plan and Superfund site reuse documents; approve the budget amendment to allocate funds from landfill cash reserves; and authorize the Mayor to sign the task order on behalf of the city.

6.15 LANDFILL TRUCK SCALES RELOCATION – FINAL PAYMENT (4580.3) - Approve the final payment for the Landfill Truck Scales Relocation Project to Prairie Scale Systems, Inc. in the amount of \$28,468.00.

6.16 COMPOST SITE LEASE AGREEMENT (2024–2025) - Approve the lease agreement between the City of Minot and Trinity Church for the purpose of a compost site location and authorize the Mayor to sign the agreement on behalf of the city.

6.17 MINOT AIR FORCE BASE MUTUAL AID AGREEMENT - Authorize the Mayor to sign the Minot Air Force Base Fire Department Mutual Aid Agreement with the Minot Fire Department.

6.18 RESOLUTION ESTABLISHING FIRE PERMIT, LICENSE, AND INSPECTION FEES - Approve the resolution setting the fire inspection fees.

6.19 SEH SCOPE OF WORK - DESIGN FOR ELECTRICAL VAULT REHABILITATION – Approve the Electrical Vault Rehabilitation final design to be conducted by Short Elliott Hendrickson Inc. (SEH); approve the budget amendment on first reading; and authorize Mayor to sign the agreement.

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

ACTION ITEMS

7.1 EMERGENCY PURCHASE – FUEL FARM JET A PUMP - APPROVED

Alderman Pitner moved the City Council retroactively approve the emergency purchase of the pump system for the Jet A fuel at the airport owned fuel farm in the amount not to exceed \$76,010.00.

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

7.2 PROJECT BEE AND BROADWAY CIRCLE ACTIONS – APPROVED

Alderwoman Evans moved the City Council approve the Mutual Termination Agreement with Project BEE for sub-recipient agreements related to the Broadway Circle Project pending Project Bee Board approval; accept Assignment of the Mattson Construction Contract; accept Assignment of the EAPC Construction Management Contract; authorize the Mayor and Finance Director to sign all necessary documents; approve the necessary Budget Amendment; and approve Staff proceeding with payment of pay orders prior to a Second Reading.

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

7.3 2024 WATERMAIN IMPROVEMENTS – PROCUREMENT WAIVER (4817/4818) – APPROVED

Alderwoman Olson moved the City Council waive the procurement requirement for a purchase over \$50,000 and authorize a purchase using quotes.

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

PERSONAL APPEARANCES

Billi Gunderson addressed the council about ADA accessibility.

MISCELLANEOUS AND DISCUSSION ITEMS

9.1 MINOT INTERNATIONAL AIRPORT (MOT) 2023-25 FORECAST AND ANALYSIS

Mike Bown presented the Minot International Airport (MOT) 2023-25 Forecast and Analysis to the City Council.

9.2 RECYCLING UPDATE

Jason Sorenson provided the City Council an update on the recycling program.

ADJOURNMENT

There being no further business, Alderman Pitner moved the City Council meeting be adjourned. Motion seconded by Alderwoman Olson and carried unanimously. Meeting adjourned at 7:10 pm.

For the full February 5, 2024 Regular City Council meeting video, see: [Minot City Council Meeting 2/5/24 \(youtube.com\)](https://www.youtube.com/watch?v=Minot-City-Council-Meeting-2-5-24).

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 5941

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE INFORMATION TECHNOLOGY DEPARTMENT FEDERAL AND STATE REVENUE AND CAPITAL EQUIPMENT, EQUIPMENT AND CONSULTANT EXPENDITURES FOR THE FY23 STATE AND LOCAL CYBER SECURITY GRANT PROGRAM (SLCGP) AND APPROVE THE USE OF GENERAL FUND CASH RESERVES FOR THE LOCAL MATCH.

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

- §1: Amend the 2024 annual budget to increase the information technology department federal and state revenues and capital equipment, equipment and consultant expenditures for the FY23 SLCGP:

10000000-33100	2024190002	\$11,880
10000000-33400	2024190002	675
42000000-33200	2024190002	112,000
42000000-33500	2024190002	6,370
10019000-43040	2024190002	9,000
10019000-46102	2024190002	5,850
42019000-57500	2024190002	140,000
10019000-49125		21,630

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

10019000-49101		\$2,295
10019000-49125		21,630
42000000-39101	2024190002	(21,630)
10000000-39101	2024190002	(2,295)

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

PASSED FIRST READING: February 5, 2024

PASSED SECOND READING: February 20, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5942

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
ENGINEERING CONSULTANTS EXPENDITURE FOR THE CONSULTING FEES ON
THE RAISE GRANT APPLICATION AND APPROVE THE TRANSFER FROM SALES
TAX INFRASTRUCTURE.**

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

- §1: Amend the 2024 annual budget to increase the engineering consultants expenditure for the consulting fees on the RAISE grant application.

10038000-43040		\$ 4,000
26738000-49101		4,000

- §2: Approve the transfer of Sales Tax Infrastructure:

26738000-49101		4,000
10000000-39118		(4,000)

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

PASSED FIRST READING: February 5, 2024

PASSED SECOND READING: February 20, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5943

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
LANDFILL DEPARTMENT CONSULTANT EXPENDITURES FOR THE MASTER
PLAN UPDATE AND APPROVE THE USE OF SANITATION FUND CASH
RESERVES.**

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

- §1: An ordinance amending the 2024 annual budget to increase the landfill department consultant expenditures for the master plan update using sanitation fund cash reserves:

13057000-43040		\$100,000
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: February 5, 2024

PASSED SECOND READING: February 20, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5944

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
AIRPORT FEDERAL AND STATE CAPITAL REVENUES AND CAPITAL
EQUIPMENT EXPENDITURES FOR THE AIRFIELD ELECTRICAL VAULT
PROJECT.**

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

§1: Amend the 2024 budget to increase the Airport Federal and State capital revenues and capital equipment expenditures for the airfield electrical vault project:

11050000-57500	2024500001	89,900
11000000-33200	2024500001	80,910
11000000-33500	2024500001	4,495

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

PASSED FIRST READING: February 5, 2024

PASSED SECOND READING: February 20, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5945

AN ORDINANCE AMENDING THE 2023 ANNUAL BUDGET TO INCREASE THE CITY COUNCIL COMMUNITY CONTRIBUTIONS EXPENDITURES FOR THE BROADWAY CIRCLE PROJECT CONSTRUCTION AND APPROVE THE TRANSFER AND USE OF GENERAL FUND CASH RESERVES.

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

- §1: An ordinance amending the 2023 annual budget to increase the City Council community contributions expenditures for the Broadway Circle Project Construction:

10011000-48100	2024110001	\$1,340,876
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- §2: Approve the transfer of funds:

10011000-49101		\$1,340,875.31
10000000-39101	2024110001	(1,340,875.31)

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

PASSED FIRST READING: February 5, 2024

PASSED SECOND READING: February 20, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: February 20, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. Minot North GBB Boosters to conduct a raffle on February 11, 2024 at Landsiedel Residence (1712 13th St NW).
2. Edison PTA to conduct a raffle on March 14, 2024 at Edison Elementary (701 17th Ave SW).
3. Special Event Permit for Duckpond Ventures, LLC dba Saul's (105 1st St SE basement).
4. Special Event Permit for Sports on Tap, Inc. dba Sports on Tap (220 S Broadway).

II. DEPARTMENT CONTACT PERSONS

John Klug, Police Chief	857-4715
Mikayla McWilliams, City Clerk	857-4752

III. DESCRIPTION

A. Background

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

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

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

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

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

IV. IMPACT:

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

V. ALTERNATIVES

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

VI. TIME CONSTRAINTS: N/A

VII. LIST OF ATTACHMENTS: None



TO: Mayor Tom Ross
Members of the City Council

FROM: Mikayla McWilliams

DATE: February 5, 2024

SUBJECT: ALCOHOLIC BEVERAGE LICENSE – THE SIX BAR

I. RECOMMENDED ACTION

It is recommended City Council approve the Retail Beer and Wine license for The Six Bar at 23 S Main St for the period of February 20, 2024 through December 31, 2024.

II. DEPARTMENT CONTACT PERSONS

John Klug, Chief of Police	857-9800
Mikayla McWilliams, City Clerk	857-4752

III. DESCRIPTION

A. Background

In order to renew an alcoholic beverage license, an application must be submitted for review by the Police Department and inspections are done by the Building Official and Fire Marshal. Complete renewal applications approved by the Police Chief.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

B. Service/Delivery Impact:

C. Fiscal Impact:

The fees vary depending on the type of license and are deposited into the appropriate general fund revenue account.

V. CITY COUNCIL ASPIRATIONS

The Safe and Welcoming aspiration aligns with this process by ensuring each license holder follows the City of Minot and State of ND laws pertaining to alcohol licensing.

VI. ALTERNATIVES

The City Council could deny a license renewal application if there is reasonable cause to do so, and the establishment would not be permitted to sell alcohol until obtaining a local alcoholic beverage license

VII. TIME CONSTRAINTS

The business would not be able to open for operation until the license is approved.

VIII. LIST OF ATTACHMENTS



TO: Mayor Tom Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: February 9, 2024

SUBJECT: **MINOR SUBDIVISION PLAT TO BE KNOWN AS AVERY MAE MEADOWS
ADDITION TO THE CITY OF MINOT, NORTH DAKOTA**

I. RECOMMENDED ACTION

1. Approve the proposed minor subdivision plat as provided in ATTACHMENT A – Avery Mae Meadows.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community and Economic Development Director	857-4147
Doug Diedrichsen, Principal Planner	857-4108

III. DESCRIPTION

1. Background
The applicant seeks create two lots from an existing outlot and an unplatted portion of Section 26, Township 156, Range 83 West. The resulting lots conforms to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.
2. Proposed Project
Avery Mae Meadows Addition
3. Consultant Selection
N/a

IV. IMPACT:

1. Strategic Impact:
N/a
2. Service/Delivery Impact:
N/a

3. Fiscal Impact:
N/a

V. ALTERNATIVES

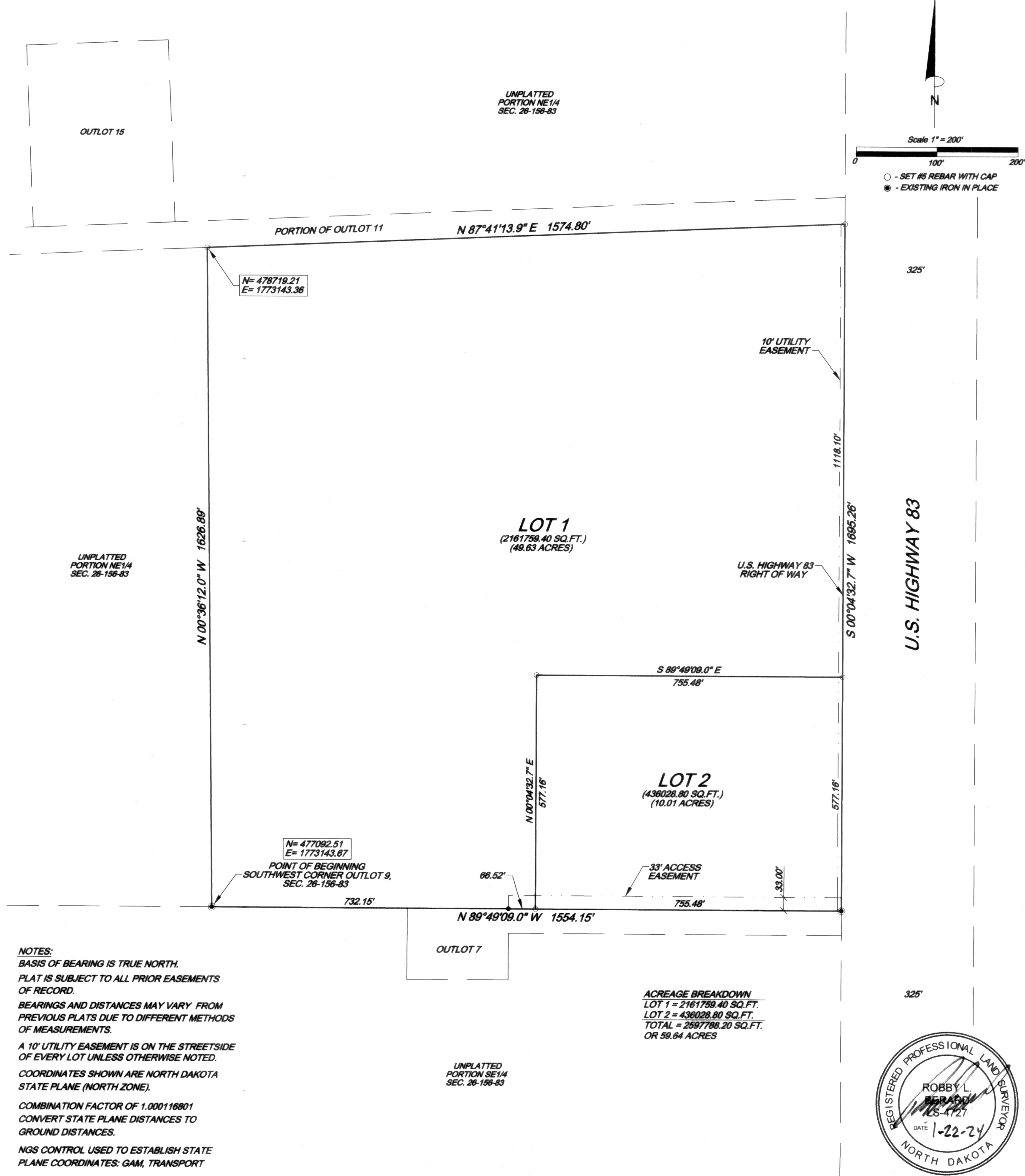
1. Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

VI. TIME CONSTRAINTS
N/a

VII. LIST OF ATTACHMENTS

1. ATTACHMENT A – Avery Mae Meadows Addition

AVERY MAE MEADOWS
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING OUTLOT 9, SECTION 26, TOWNSHIP 156 NORTH, RANGE 83 WEST,
WARD COUNTY, NORTH DAKOTA)



DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT PHILIP BOSEY, BEING OWNER AND PROPRIETOR OF OUTLOT 9, SECTION 26, TOWNSHIP 156 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 9, SECTION 26, TOWNSHIP 156 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE N 00°36'12.0" W, A DISTANCE OF 1626.89 FEET; THENCE N 87°41'13.9" E, A DISTANCE OF 1574.80 FEET TO THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 83; THENCE S 00°04'32.7" W, ALONG THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 83, A DISTANCE OF 1695.26 FEET; THENCE N 89°49'09.0" W, A DISTANCE OF 1554.15 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 59.64 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS AVERY MAE MEADOWS TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.

Philip Bosey
PHILIP BOSEY

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 23rd DAY OF January, 20 24, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED PHILIP BOSEY, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

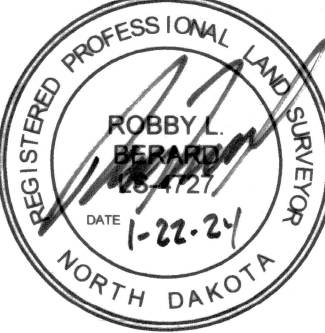
Brandy N Hartman
NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

BRANDY N HARTMAN
Notary Public
State of North Dakota
My Commission Expires Oct. 3, 2027

SURVEYOR'S CERTIFICATE

I, ROBBY L. BERARD, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

Robby L. Berard
ROBBY L. BERARD, RLS NO. 4727



STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 22nd DAY OF January, 20 24, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

Brandy N Hartman
NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

BRANDY N HARTMAN
Notary Public
State of North Dakota
Commission Expires Oct. 3, 2027



APPROVED:

DATE:

CITY OF MINOT ENGINEER



TO: Mayor Tom Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: February 12, 2024

SUBJECT: **MINOR SUBDIVISION PLAT TO BE KNOWN AS NAPA VALLEY 21ST
ADDITION TO THE CITY OF MINOT, NORTH DAKOTA**

I. RECOMMENDED ACTION

1. Approve the proposed minor subdivision plat as provided in ATTACHMENT A – Napa Valley 21st Addition.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community and Economic Development Director	857-4147
Doug Diedrichsen, Principal Planner	857-4108

III. DESCRIPTION

1. Background
The applicant seeks to combine two lots into a single lot. The resulting lot conforms to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.
2. Proposed Project
Napa Valley 21st Addition
3. Consultant Selection
N/a

IV. IMPACT:

1. Strategic Impact:
N/a
2. Service/Delivery Impact:
N/a

3. Fiscal Impact:
N/a

V. ALTERNATIVES

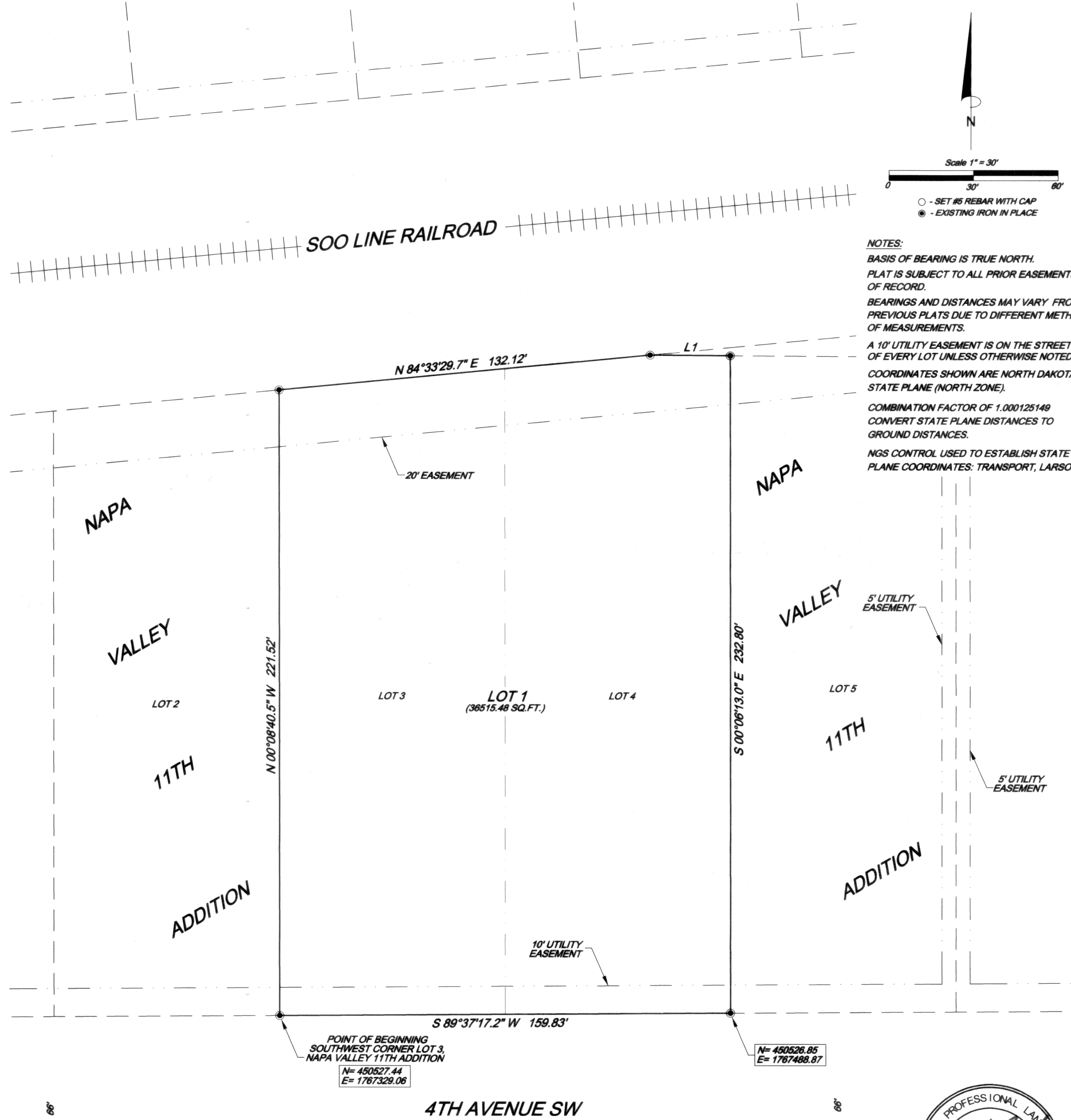
1. Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

VI. TIME CONSTRAINTS
N/a

VII. LIST OF ATTACHMENTS

1. ATTACHMENT A – Napa Valley 21st Addition

NAPA VALLEY 21ST ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS 3 & 4, NAPA VALLEY 11TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA)



NOTES:
BASIS OF BEARING IS TRUE NORTH.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS
OF RECORD.
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.
A 10' UTILITY EASEMENT IS ON THE STREETSIDE
OF EVERY LOT UNLESS OTHERWISE NOTED.
COORDINATES SHOWN ARE NORTH DAKOTA
STATE PLANE (NORTH ZONE).
COMBINATION FACTOR OF 1.000125149
CONVERT STATE PLANE DISTANCES TO
GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE
PLANE COORDINATES: TRANSPORT, LARSON

DESCRIPTION
KNOW ALL MEN BY THESE PRESENTS THAT CHRIS GIDLEY AND KAYLA GIDLEY, BEING OWNERS AND PROPRIETORS OF LOTS 3 AND 4, NAPA VALLEY 11TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, NAPA VALLEY 11TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE N 00°08'40.5" W, A DISTANCE OF 221.52 FEET; THENCE N 84°33'29.7" E, A DISTANCE OF 132.12 FEET; THENCE S 89°37'02.1" E, A DISTANCE OF 28.44 FEET; THENCE S 00°06'13.0" E, A DISTANCE OF 232.80 FEET; THENCE S 89°37'17.2" W, A DISTANCE OF 159.83 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.84 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS NAPA VALLEY 21ST ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

CHRIS GIDLEY
KAYLA GIDLEY

STATE OF NORTH DAKOTA
COUNTY OF WARD
ON THIS 20th DAY OF January, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED CHRIS GIDLEY AND KAYLA GIDLEY, WELL KNOWN TO ME TO BE THE PERSONS DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024

SURVEYOR'S CERTIFICATE
I, ROBBY L. BERARD, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

ROBBY L. BERARD, RLS NO. 4727
REGISTERED PROFESSIONAL LAND SURVEYOR
ROBBY L. BERARD
LS-4727
DATE 1-22-24
NORTH DAKOTA

STATE OF NORTH DAKOTA
COUNTY OF WARD
ON THIS 22nd DAY OF January, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024

APPROVED: _____ DATE: _____
CITY OF MINOT ENGINEER



TO: Mayor Tom Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: February 12, 2024

SUBJECT: **MINOR SUBDIVISION PLAT TO BE KNOWN AS ENERGY PARK 6TH
ADDITION TO THE CITY OF MINOT, NORTH DAKOTA**

I. RECOMMENDED ACTION

1. Approve the proposed minor subdivision plat as provided in ATTACHMENT A – Energy Park 6th Addition

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community and Economic Development Director	857-4147
Doug Diedrichsen, Principal Planner	857-4108

III. DESCRIPTION

1. Background
The applicant seeks to realign property boundaries for three lots. The resulting lots conforms to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.
2. Proposed Project
Energy Park 6th Addition
3. Consultant Selection
N/a

IV. IMPACT:

1. Strategic Impact:
N/a
2. Service/Delivery Impact:
N/a

3. Fiscal Impact:
N/a

V. ALTERNATIVES

1. Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

VI. TIME CONSTRAINTS
N/a

VII. LIST OF ATTACHMENTS

1. ATTACHMENT A – Energy Park 6th Addition

**ENERGY PARK 6TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA**
(BEING LOTS 3, 4 AND 5, ENERGY PARK FIRST ADDITION AND LOT 1,
ENERGY PARK FOURTH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA)



Scale 1" = 100'

0 100' 200'

- - SET #5 REBAR WITH CAP
● - EXISTING IRON IN PLACE

NOTES:

BASIS OF BEARING IS TRUE NORTH.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.

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

COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE).

COMBINATION FACTOR OF 1.000119213

CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.

NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: TRANSPORT, SURREY

BNSF RAILROAD

ENERGY

PARK

LOT 1

FIRST

ADDITION

15' DRAINAGE /
UTILITY EASEMENT15' DRAINAGE /
UTILITY EASEMENT

ENERGY

PARK

LOT 2

THIRD

ADDITION

ENERGY

FOURTH

PUBLIC STORM WATER
MANAGEMENT AREA45' DRAINAGE
UTILITY EASEMENT

LOT 1

PUBLIC STORM WATER
MANAGEMENT AREA20' UTILITY
EASEMENT

PARK

ADDITION

2ND AVENUE SE

ENERGY

40' OVERHEAD
UTILITY EASEMENT

PARK

LOT 1

FIFTH

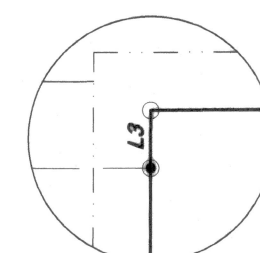
ADDITION

64TH STREET SE

LOT 3
(348865.84 SQ. FT.)
(7.96 ACRES)

LOT 5

S 89°49'25.5" W 1037.59'

N= 450076.99
E= 1798166.85POINT OF BEGINNING
SOUTHEAST CORNER LOT 5,
ENERGY PARK FIRST ADDITIONNW1/4SE1/4
SEC. 22-155-82

DETAIL "A"

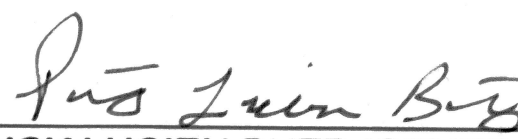


CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	50°00'26.6"	673.00'	587.39'	313.88'	568.92'	N 44°17'01.5" E

LINE	BEARING	DISTANCE
L1	N 00°10'33.9" E	48.68'
L2	S 89°47'36.1" W	80.00'
L3	S 00°09'44.8" W	10.00'

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT PMCO PARTNERS, LLC, BEING OWNERS AND PROPRIETORS OF LOTS 3, 4 AND 5 OF ENERGY PARK FIRST ADDITION AND LOT 1, ENERGY PARK FOURTH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, ENERGY PARK FIRST ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE S 89°49'25.5" W, A DISTANCE OF 1037.59 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 587.39 FEET, SAID CURVE HAVING A RADIUS OF 673.00 FEET AND A CHORD OF 568.92 FEET WHICH BEARS N 44°17'01.5" E; THENCE N 00°10'33.9" E, A DISTANCE OF 621.83 FEET; THENCE N 89°47'36.1" E, A DISTANCE OF 398.16 FEET; THENCE N 00°13'56.0" E, A DISTANCE OF 311.13 FEET; THENCE N 89°47'36.1" E, A DISTANCE OF 323.21 FEET; THENCE S 00°14'10.0" W, A DISTANCE OF 301.23 FEET; THENCE S 89°47'36.1" W, A DISTANCE OF 80.00 FEET; THENCE S 00°09'44.8" W, A DISTANCE OF 1038.24 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 18.72 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS ENERGY PARK 6TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.

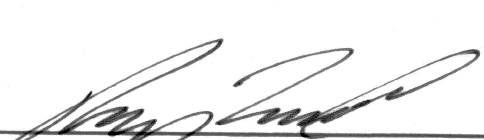

 PATRICK LUCIEN BUTZ (GENERAL PARTNER)
 PMCO PARTNERS LLC

STATE OF NORTH DAKOTA COUNTY OF WARD

ON THIS 24th DAY OF January, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED PATRICK LUCIEN BUTZ, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

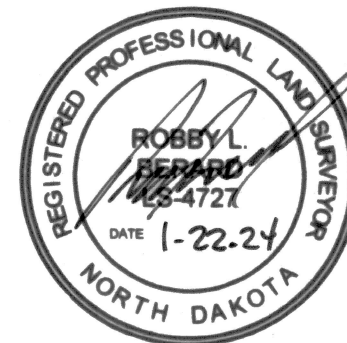
ROBBY L. BERARD
Notary Public
State of North Dakota
My Commission Expires Dec. 28, 2027


 NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBBY L. BERARD, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.


 ROBBY L. BERARD, RLS NO. 4727

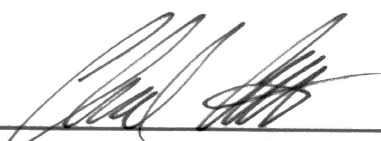


STATE OF NORTH DAKOTA COUNTY OF WARD

ON THIS 22nd DAY OF January, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024


 NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

APPROVED:

DATE:

CITY OF MINOT ENGINEER



TO: Mayor Tom Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: February 9, 2024

**SUBJECT: MINOR SUBDIVISION PLAT TO BE KNOWN AS TRINITY CAMPUS FIRST
ADDITION TO THE CITY OF MINOT, NORTH DAKOTA**

I. RECOMMENDED ACTION

1. Approve the proposed minor subdivision plat as provided in ATTACHMENT A – Trinity Campus First Addition.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community and Economic
Development Director 857-4147

Doug Diedrichsen, Principal Planner 857-4108

III. DESCRIPTION

1. Background
The applicant seeks to replat several lots into two lots. The resulting lots conforms to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.
2. Proposed Project
Trinity Campus First Addition
3. Consultant Selection
N/a

IV. IMPACT:

1. Strategic Impact:
N/a
2. Service/Delivery Impact:
N/a

3. Fiscal Impact:
N/a

V. ALTERNATIVES

1. Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

VI. TIME CONSTRAINTS
N/a

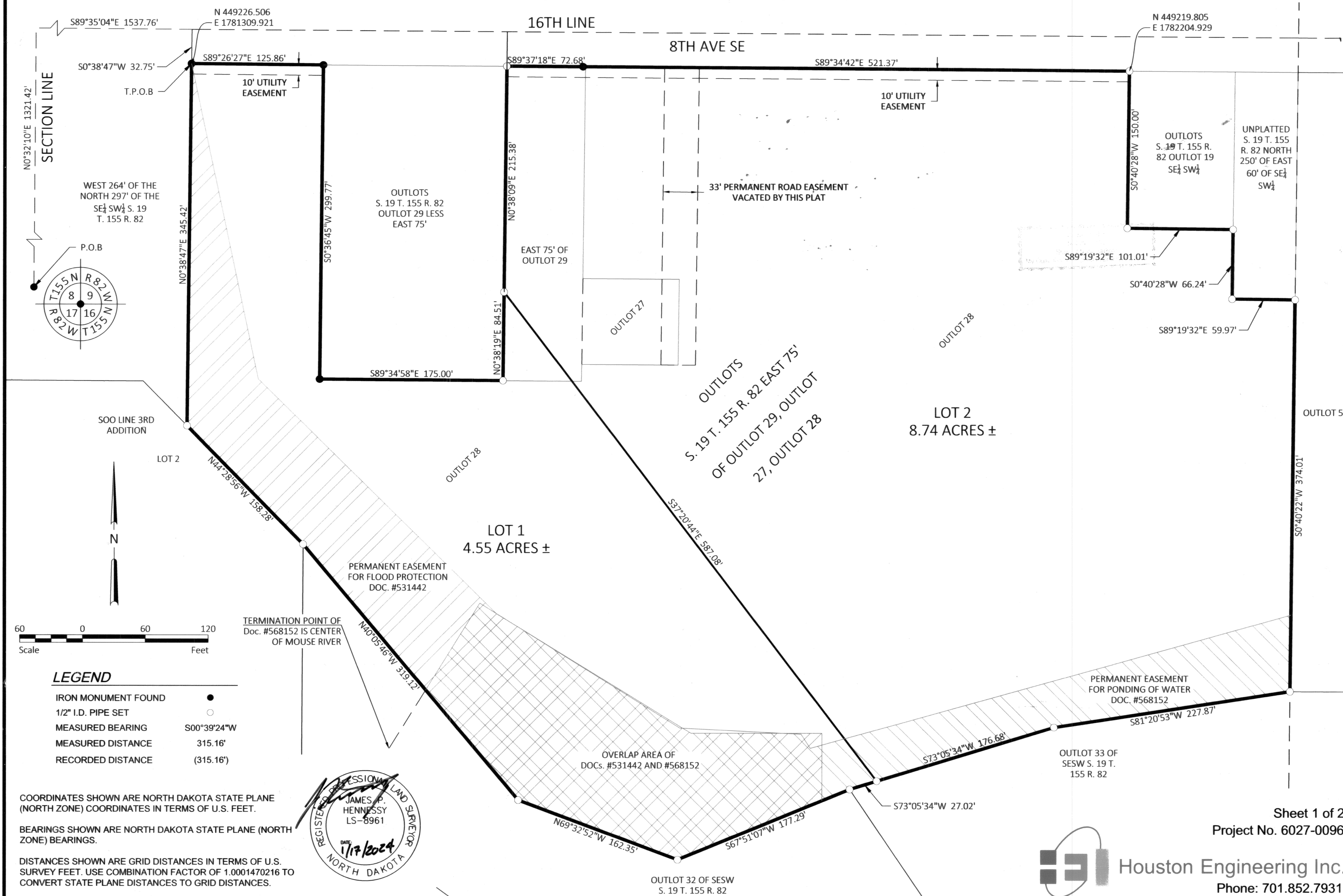
VII. LIST OF ATTACHMENTS

1. ATTACHMENT A – Trinity Campus First Addition

TRINITY CAMPUS FIRST ADDITION

BEING A REPLAT OUTLOTS SECTION 19, TOWNSHIP 155 NORTH, RANGE 82 WEST,
INCLUDING THE EAST 75' OF OUTLOT 29, OUTLOT 27, AND OUTLOT 28.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 155 NORTH RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN
TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA



H:\JBN\6000\6027\6027_0096 Trinity Campus RePlat\CAD\6027-0096 Plat Old Trinity Campus.dwg-Sheet 1-1/17/2024 9:38 AM-[Jhennessy]

TRINITY CAMPUS FIRST ADDITION

BEING A REPLAT OUTLOTS SECTION 19, TOWNSHIP 155 NORTH, RANGE 82 WEST,
INCLUDING THE EAST 75' OF OUTLOT 29, OUTLOT 27, AND OUTLOT 28.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 155 NORTH RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN
TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA

Owner's Certificate:

Know All Persons By These Presents: That the City of Minot, is the owner and proprietor of Outlots Section 19, Township 155 North, Range 82 West, including the East 75' of Outlot 29, Outlot 27, and Outlot 28 to the City of Minot, Ward County, North Dakota, more particularly described as follows:

Beginning (P.O.B) at the Southwest corner of Section 9, Township 155 North, Range 82 West of the Fifth Principal Meridian; Thence N00°32'10"E, along the West line of said Section 9, a distance of 1,321.42 feet to the South 16th quarter corner of said Section 9; Thence S89°35'04"E, along the East-West 16th quarter line of the Southwest quarter of said Section 9 a distance of 1,537.76 feet to a point on said 16th quarter line; Thence S00°38'47"W, a distance of 32.75' to the Northwest corner of said Outlots, said corner also being the **True Point of Beginning (T.P.O.B)**; Thence S89°26'27"E, a distance of 125.86 feet; Thence S00°36'45"W, a distance of 299.77 feet; Thence S89°34'58"E, a distance of 175.00 feet; Thence N00°38'19"E, a distance of 84.51 feet; Thence N00°38'09"E, a distance of 215.38 feet; Thence S89°37'18"W, a distance of 72.68 feet; Thence S89°34'42"E, a distance of 521.37 feet; Thence S00°40'28"W, a distance of 150.00 feet; Thence S89°19'32"E, a distance of 101.01 feet; Thence S00°40'28"W, a distance of 66.24 feet; Thence S89°19'32"E, a distance of 59.97 feet; Thence S00°40'22"W, a distance of 374.01 feet; Thence S81°20'53"W, a distance of 227.87 feet; Thence S73°05'34"W, a distance of 176.68 feet; Thence S73°05'34"W, a distance of 27.02 feet; Thence S67°51'07"W, a distance of 177.29 feet; Thence N69°32'52"W, a distance of 162.35 feet; Thence N40°05'46"W, a distance of 319.12 feet; Thence N44°28'56"W, a distance of 158.28 feet; Thence N00°38'47"E, a distance of 345.42 feet, to the **True Point of Beginning (T.P.O.B)**.

All located in the Southeast quarter of the Southwest quarter of Section 9, 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 West line of the Southwest quarter of Section 9 being N00°32'10"E between the Southwest corner of Section 9 and the West quarter corner of Section 9.

Said tract of land contains 578,627.604 sqft. or 13.283 acres, more or less.

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

In witness whereof I have set my hand and seal.

Owners:

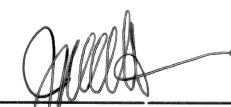
Tom Ross, Mayor, City of Minot

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 Tom Ross, Mayor of the City of Minot, 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: _____

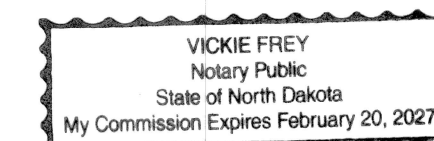
Owners:


John Kutch, CEO
Trinity Health

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

On this 25 day of January, 2024, before me, a notary public within and for said county and state, personally appeared John Kutch, CEO for Trinity Health, 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: Vickie Frey



Surveyor's Certificate:

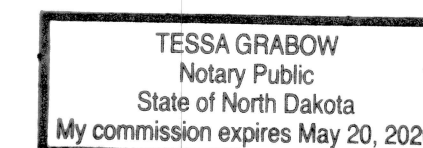
I, James P. Hennessy, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this 17th day of January, 2024 that the plat hereon is a true and correct representation of the survey thereof, that all distances are correctly shown on said plat in feet and decimals of 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)
) s.s.
County of Ward)

On this 17th day of January, 2024, 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



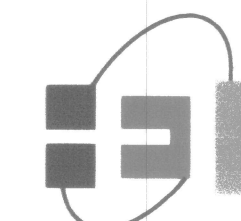
City Engineer's Approval:

I hereby certify that the plat hereon depicted has been approved by the Minot Planning Commission and the Minot City Council.

Lance Meyer, City Engineer

Date

Sheet 2 of 2
Project No. 6027-0096



Houston Engineering Inc.
Phone: 701.852.7931



TO: Mayor Tom Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: February 13, 2024

SUBJECT: **FINAL SUBDIVISION PLAT TO BE KNOWN AS METZ SECOND ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA**

I. RECOMMENDED ACTION

1. Approve the proposed final subdivision plat as provided in ATTACHMENT A – Metz Second Addition.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community and Economic Development Director	857-4147
Doug Diedrichsen, Principal Planner	857-4108

III. DESCRIPTION

1. Background
The applicant seeks to subdivide an existing lot into two lots. The resulting lots conform to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.
2. Proposed Project
Metz Second Addition
3. Consultant Selection
N/a

IV. IMPACT:

1. Strategic Impact:
N/a
2. Service/Delivery Impact:
N/a

3. Fiscal Impact:
N/a

V. ALTERNATIVES

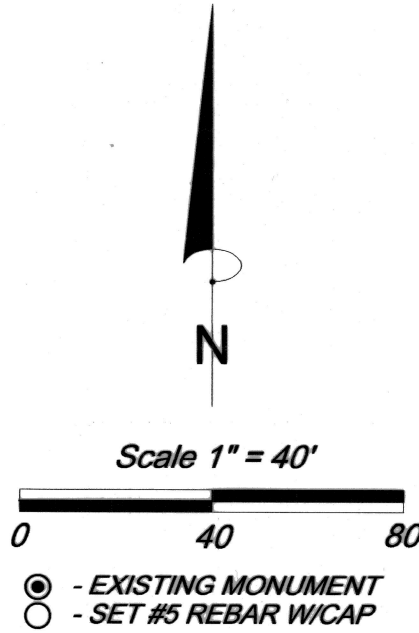
1. Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

VI. TIME CONSTRAINTS
N/a

VII. LIST OF ATTACHMENTS

1. ATTACHMENT A – Metz Second Addition

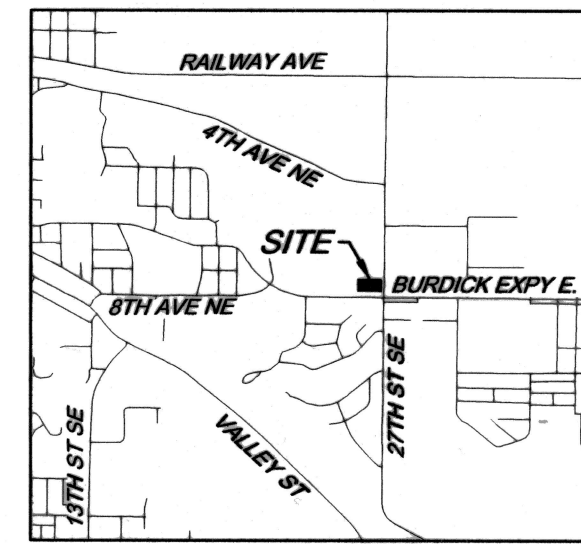
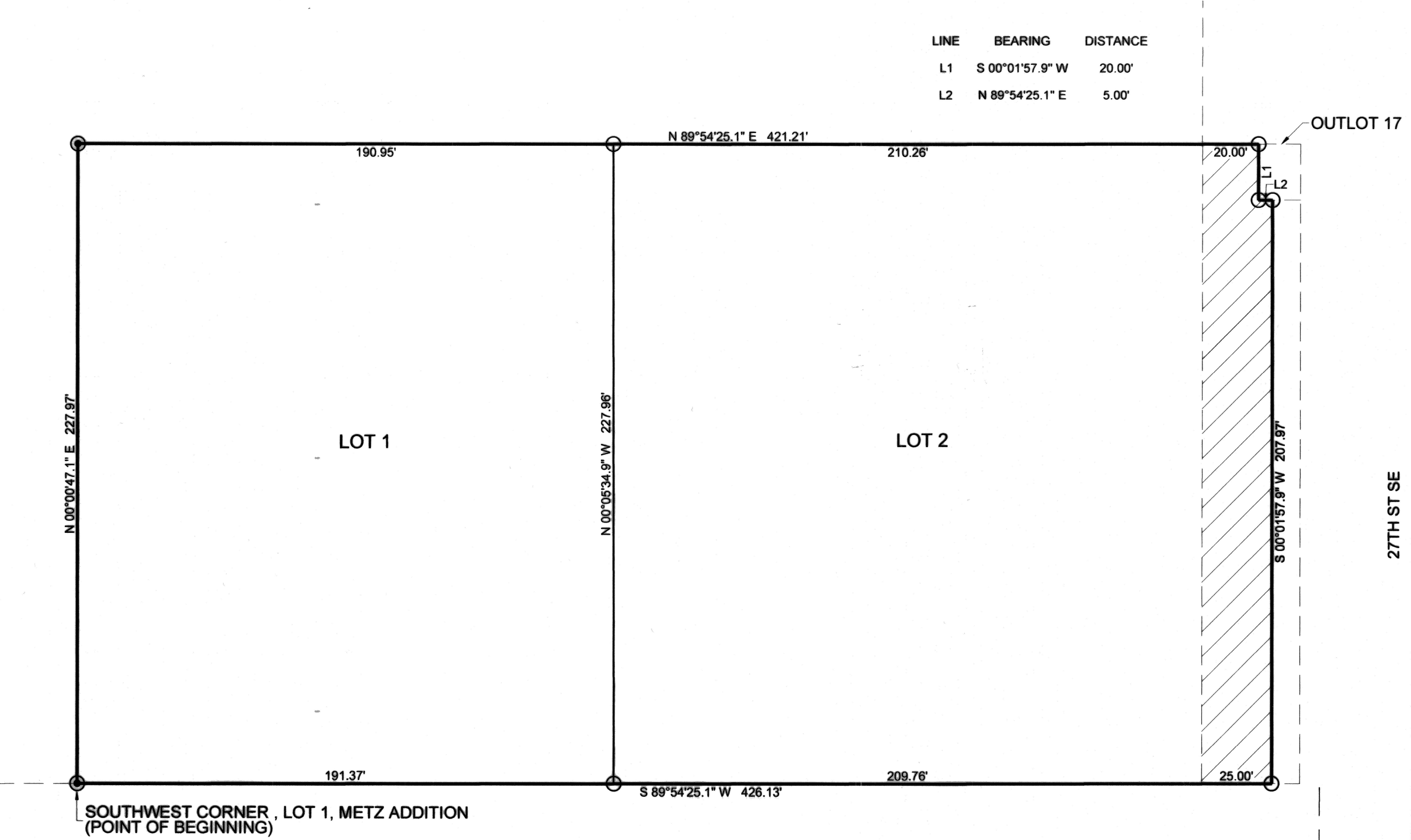
**METZ SECOND ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA**
(BEING LOT 1, METZ ADDITION TO THE CITY OF MINOT, DOCUMENT NO. 668907,
AND FURTHER AMENDED BY AFFIDAVIT OF CORRECTION, DOCUMENT NO. 687190,
PLUS VACATED RIGHT-OF-WAY)



PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
A 10' UTILITY EASEMENT IS ON THE STREET SIDE OF EVERY LOT UNLESS OTHERWISE NOTED.
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE COORDINATES (NORTH ZONE)
COMBINATION FACTOR OF 1.00011625963 TO CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: TRANSPORT, LARSON

 - 25' EXISTING RIGHT-OF-WAY TO BE VACATED BY THIS PLAT

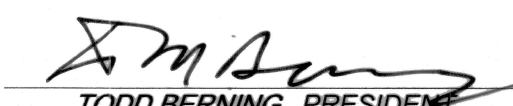
LINE	BEARING	DISTANCE
L1	S 00°01'57.9" W	20.00'
L2	N 89°54'25.1" E	5.00'



ACKERMAN SURVEYING & ASSOCIATES, INC. MINOT, NORTH DAKOTA

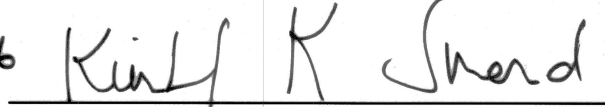
DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT TODD BERNING, PRESIDENT, DUTCH MILL DEVELOPMENT, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY, BEING OWNER AND PROPRIETOR OF LOT 1, METZ ADDITION TO THE CITY OF MINOT AS RECORDED IN DOCUMENT NO. 668907, AND AS AMENDED BY AFFIDAVIT OF CORRECTION, DOCUMENT NO. 687190, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, METZ ADDITION TO THE CITY OF MINOT; THENCE N 00°00'47.1" E, ALONG THE WEST BOUNDARY OF SAID METZ ADDITION, A DISTANCE OF 227.97 FEET TO THE NORTHWEST CORNER OF SAID METZ ADDITION; THENCE N 89°54'25.1" E, ALONG THE NORTH BOUNDARY OF SAID METZ ADDITION, A DISTANCE OF 421.21 FEET TO THE WEST BOUNDARY OF OUTLOT 17 OF SECTION 19, TOWNSHIP 155 NORTH, RANGE 82 WEST; THENCE S 00°01'57.9" W, ALONG THE WEST BOUNDARY SAID OUTLOT 17, A DISTANCE OF 20.00 FEET TO THE SOUTH BOUNDARY OF SAID OUTLOT 17; THENCE N 89°54'25.1" W, ALONG THE SOUTH BOUNDARY OF SAID OUTLOT 17, A DISTANCE OF 5.00 FEET; THENCE S 00°01'57.9" W, A DISTANCE OF 207.97 FEET TO THE SOUTH BOUNDARY OF METZ ADDITION; THENCE S 89°54'25.1" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 426.13 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 97,051 SQUARE FEET, OR 2.23 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, TO BE KNOWN AS LOTS 1 & 2, METZ SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE STREET RIGHT OF WAYS AND EASEMENTS AS SHOWN HEREON TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES.


TODD BERNING, PRESIDENT
DUTCH MILL DEVELOPMENT, LLC,
A NORTH DAKOTA LIMITED LIABILITY COMPANY

**STATE OF NORTH DAKOTA
COUNTY OF CASS**

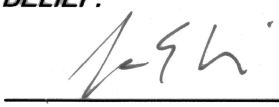
ON THIS 4 DAY OF January, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED TODD BERNING, PRESIDENT, DUTCH MILL DEVELOPMENT, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY, WELL KNOWN TO ME TO BE THE PERSONS DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES: June 7, 2026 
NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA
CASS

KIMBERLY K. SMERUD
Notary Public
State of North Dakota
My Commission Expires June 7, 2026

SURVEYOR'S CERTIFICATE

I, JASON E. MAIN, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.


JASON E. MAIN, RLS NO. 8134



**STATE OF NORTH DAKOTA
COUNTY OF WARD**

ON THIS 11 DAY OF January, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED JASON E. MAIN, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024

APPROVED: _____ DATE: _____
CITY OF MINOT ENGINEER

ATTACHMENT A

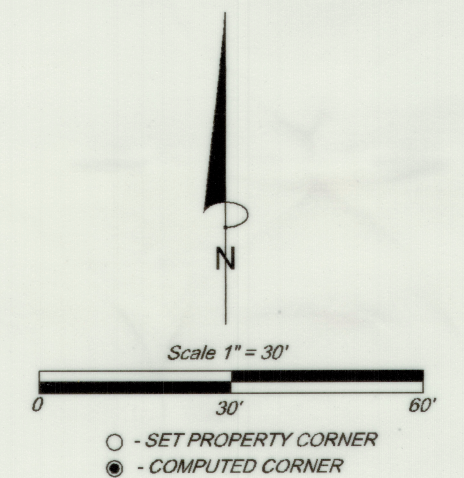
CITIZENS ALLEY ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING A PORTION OF SOO LINE RIGHT OF WAY, LOTS 1 THRU 4, AND A PORTION OF LOT 5, BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA AND A PORTION OF LOTS 1 THRU 5, BLOCK 23, A PORTION OF LOT 9, BLOCK 30, FIRST ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND A PORTION OF CONDEMNED WELCOME STREET)

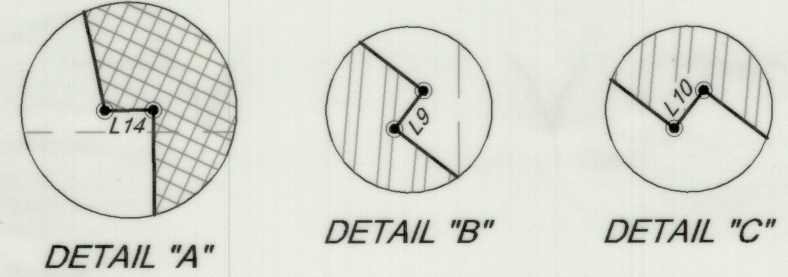
EAST CENTRAL AVENUE

LOT BREAKDOWN
LOT 1 = 10292.07 SQ. FT.
LOT 2 = 10563.17 SQ. FT.
LOT 3 = 20825.32 SQ. FT.
TOTAL = 41680.56 SQ. FT.
OR 0.96 ACRES



NOTES:
BASIS OF BEARING IS TRUE NORTH.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE).
COMBINATION FACTOR OF 1.00012012
CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: TRANSPORT, LARSON

LINE	BEARING	DISTANCE
L 1	N 79°58'23.4" W	21.47'
L 2	N 79°58'23.4" W	11.32'
L 3	N 79°58'23.4" W	10.15'
L 4	N 89°56'31.9" W	11.56'
L 5	S 52°30'29.5" E	28.39'
L 6	S 07°30'29.4" E	7.07'
L 7	S 37°29'30.6" W	21.88'
L 8	S 52°30'29.4" E	34.90'
L 9	S 37°29'30.6" W	3.75'
L 10	N 37°29'30.7" E	3.75'
L 11	S 52°32'46.1" E	27.34'
L 12	S 37°29'30.5" W	46.09'
L 13	N 00°27'18.0" W	26.15'
L 14	S 89°32'42.4" W	2.52'
L 15	N 11°35'06.1" W	54.02'
L 16	N 38°39'48.2" W	26.83'
L 17	N 00°05'49.1" E	6.62'

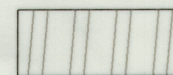


EASEMENT AREA "A"



OWNER OF LOT 2, CITIZENS ALLEY ADDITION (OWNER) HEREBY GRANTS A LIMITED BUILDING MAINTENANCE EASEMENT OVER EASEMENT AREA A FOR THE BENEFIT OF THE OWNER OF LOT 1, CITIZENS ALLEY ADDITION (GRANTEE A1) AND THE OWNER OF LOT 5, BLOCK 1, ORIGINAL MINOT, LESS CITIZENS ALLEY ADDITION AND THE WEST 1/4 OF LOTS 3 AND 4, BLOCK 23, FIRST ADDITION TO MINOT, LESS CITIZENS ALLEY ADDITION (GRANTEE A2), WHICH PROVIDES THAT GRANTEE A1 OR A2 MAY ENTER EASEMENT AREA A TO MAINTAIN ITS BUILDING. PRIOR TO UTILIZING EASEMENT AREA A, GRANTEE A1 OR A2 SHALL PROVIDE REASONABLE NOTICE TO THE OWNER (OR SUCCESSORS OR ASSIGNS) OF ITS INTENTION TO UTILIZE EASEMENT AREA A FOR BUILDING MAINTENANCE, AND OWNER (OR SUCCESSORS OR ASSIGNS) SHALL BE ALLOWED A REASONABLE AMOUNT OF TIME TO REMOVE PHYSICAL OBSTRUCTIONS WHICH WOULD PREVENT GRANTEE A1 OR A2 FROM UTILIZING EASEMENT AREA A. THE DETERMINATION OF REASONABILITY SHALL BE BY THE OWNER (OR SUCCESSORS OR ASSIGNS). THIS EASEMENT IS VOID ONCE THE EXISTING ADJACENT STRUCTURE HAS BEEN DEMOLISHED.

EASEMENT AREA "B"

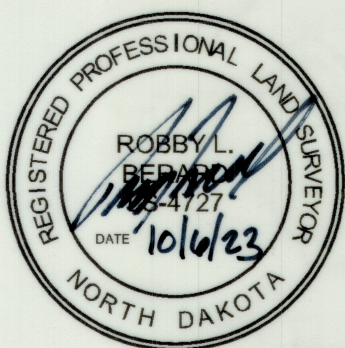


OWNER OF LOT 2, CITIZENS ALLEY ADDITION (OWNER) HEREBY GRANTS A LIMITED BUILDING MAINTENANCE EASEMENT OVER EASEMENT AREA B FOR THE SOLE BENEFIT OF THE OWNER OF LOT 3, CITIZENS ALLEY ADDITION (GRANTEE B), WHICH PROVIDES THAT GRANTEE B MAY ENTER EASEMENT AREA B TO MAINTAIN ITS BUILDING. PRIOR TO UTILIZING EASEMENT AREA B, GRANTEE B SHALL PROVIDE REASONABLE NOTICE TO THE OWNER (OR SUCCESSORS OR ASSIGNS) OF ITS INTENTION TO UTILIZE EASEMENT AREA B FOR BUILDING MAINTENANCE, AND OWNER (OR SUCCESSORS OR ASSIGNS) SHALL BE ALLOWED A REASONABLE AMOUNT OF TIME TO REMOVE PHYSICAL OBSTRUCTIONS WHICH WOULD PREVENT GRANTEE B FROM UTILIZING EASEMENT AREA B. THE DETERMINATION OF REASONABILITY SHALL BE BY THE OWNER (OR SUCCESSORS OR ASSIGNS). THIS EASEMENT IS VOID ONCE THE EXISTING ADJACENT STRUCTURE HAS BEEN DEMOLISHED.

EASEMENT AREA "C"

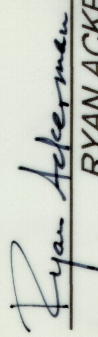


OWNER OF LOT 2, CITIZENS ALLEY ADDITION (OWNER) HEREBY GRANTS A LIMITED BUILDING MAINTENANCE EASEMENT OVER EASEMENT AREA C FOR THE SOLE BENEFIT OF THE OWNER OF THE EAST 1/4 OF LOTS 4, 5, AND 6, BLOCK 23, FIRST ADDITION TO MINOT, LESS CITIZENS ALLEY ADDITION (GRANTEE C), WHICH PROVIDES THAT GRANTEE C MAY ENTER EASEMENT AREA C TO MAINTAIN ITS BUILDING. PRIOR TO UTILIZING EASEMENT AREA C, GRANTEE C SHALL PROVIDE REASONABLE NOTICE TO THE OWNER (OR SUCCESSORS OR ASSIGNS) OF ITS INTENTION TO UTILIZE EASEMENT AREA C FOR BUILDING MAINTENANCE, AND OWNER (OR SUCCESSORS OR ASSIGNS) SHALL BE ALLOWED A REASONABLE AMOUNT OF TIME TO REMOVE PHYSICAL OBSTRUCTIONS WHICH WOULD PREVENT GRANTEE C FROM UTILIZING EASEMENT AREA C. THE DETERMINATION OF REASONABILITY SHALL BE BY THE OWNER (OR SUCCESSORS OR ASSIGNS). THIS EASEMENT IS VOID ONCE THE EXISTING ADJACENT STRUCTURE HAS BEEN DEMOLISHED.



DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT AKSAL GROUP, LLC, BEING OWNERS AND PROPRIETORS OF A PORTION OF SOO LINE RIGHT OF WAY, LOTS 1 THRU 4 AND A PORTION OF LOT 5, BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA AND A PORTION OF LOTS 1 THRU 5, BLOCK 23, A PORTION OF LOT 9, BLOCK 30, FIRST ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND A PORTION OF CONDEMNED WELCOME STREET, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, ORIGINAL TOWNSITE TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE: THENCE S 89°56'31.8" E, A DISTANCE OF 166.52 FEET; THENCE S 52°15'21.9" E, A DISTANCE OF 270.41 FEET; THENCE S 37°44'38.2" W, A DISTANCE OF 96.95 FEET; THENCE N 79°58'23.4" W, A DISTANCE OF 21.47 FEET; THENCE N 51°52'02.4" W, A DISTANCE OF 224.34 FEET; THENCE N 89°56'31.9" W, A DISTANCE OF 123.50 FEET; THENCE N 00°03'28.2" E, A DISTANCE OF 99.97 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.96 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS CITIZENS ALLEY ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, AND HEREBY GRANT THE EASEMENTS AS SHOWN HEREON, IN WITNESS WHEREOF THE OWNERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

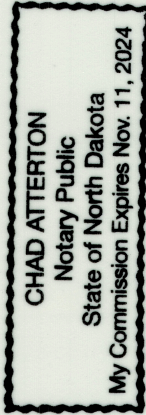

RYAN ACKERMAN
MANAGING MEMBER
AKSAL GROUP, LLC


JESSICA ACKERMAN
MANAGING MEMBER
AKSAL GROUP, LLC

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 5th DAY OF October, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED RYAN ACKERMAN AND JESSICA ACKERMAN, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

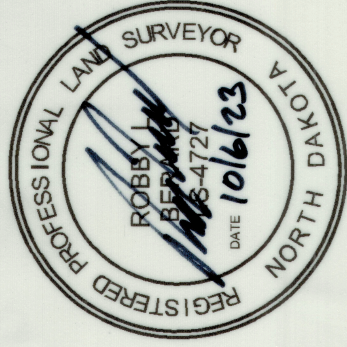
MY COMMISSION EXPIRES:

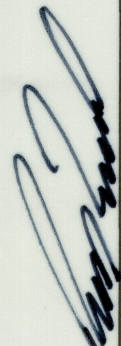



NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBBY L. BERARD, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

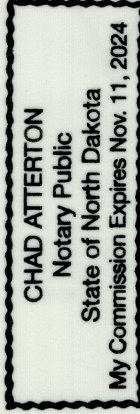


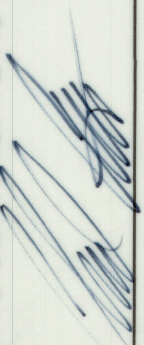

ROBBY L. BERARD, RLS NO. 4727

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 6th DAY OF October, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:




NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

APPROVED:

CITY OF MINOT ENGINEER
DATE:



**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MINOT AND AKSAL GROUP, LLC
FOR THE CITIZENS ALLEY ADDITION**

THIS DEVELOPMENT AGREEMENT is made and entered into by and between the City of Minot, a municipal corporation, hereinafter the "City," and Aksal Group, LLC, hereinafter the "Developer." City and Developer are jointly referred to herein as the "Parties."

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

WHEREAS, this Development Agreement (hereinafter the "Agreement"), relates to the Citizens Alley Addition owned by the Developer, and located within the City of Minot, whose legal description is Citizens Alley Addition, to the City of Minot, Ward County, North Dakota (hereinafter the "Property"); and

WHEREAS, the purpose of this Agreement is to memorialize specific restrictions that apply to the Property; and

WHEREAS, the Property was originally platted as Block 1, Kyle's Addition, Portion of Lots 1, 2, and 3, Block 1, Original Minot Addition West, and Lot 4, Block 1, Original Minot Addition Less the Soo R/W City of Minot, North Dakota, which was recorded with the Ward County Recorder on August 29, 1995; and

WHEREAS, the Planning Commission recommended City Council approve the zoning map amendment and preliminary plat of Citizens Alley Addition, subject to conditions, on September 6, 2023; and

WHEREAS, the City Council approved the preliminary plat of Citizens Alley Addition and Resolution 3824, to vacate Kyles Addition, subject to conditions, on September 18th, 2023; and

WHEREAS, the City Council approved the rezoning to Central Business District with a Planned Unit Development overlay of Block 1, Kyles Addition, Portion of Lots 1, 2 and 3, Block 1, Original Minot Addition West, and Lot 4, Block 1, Original Minot Addition Less the Soo Right-of-Way to the City of Minot, North Dakota and Ordinance 5892, on October 2, 2023; and

WHEREAS, the City Council approved the final plat of Citizens Alley Addition, on _____; and

WHEREAS, The City Council approved this Agreement and authorized the Mayor to sign the same on behalf of the City on _____ ("Effective Date"); and

WHEREAS, this Agreement is necessary to ensure the orderly development of the site and expound on and memorialize conditions of approval; and

NOW, THEREFORE, in exchange for the mutual performance of the Parties under this Agreement, the Parties hereby agree to the following terms, conditions, and obligations:

1. **Conditions for approval.** The Parties hereto agree and stipulate that each of the City's conditions of approval shall be fulfilled in the following manner:
 - a. **Condition #1:** Maintenance easement(s) shall be incorporated into the final plat document subject to approval of the City Engineer or their designee. This condition is fulfilled upon the recordation of a final plat including item described in this condition with the Ward County Recorder's Office at the Developer's expense.
 - b. **Condition #2:** Utility easement(s) shall be incorporated into the final plat document subject to approval of the City Engineer or their designee. This condition is fulfilled upon the recordation of a final plat including item described in this condition with the Ward County Recorder's Office at the Developer's expense.
 - c. **Condition #3:** This Agreement will be signed and financial security shall be provided to the City prior to any work within the right-of-way in alignment with the Land Development Ordinance of the City of Minot and City of Minot policies.
 - d. **Condition #4:** Any portion of property that does not comprise Citizens Alley Addition is not part of the scope of approvals and must follow all requirements of the underlying zoning district for which the property resides.
 - e. **Condition #5:** The signage on page 7 thru 11 of the approved PUD Plan shall be considered the allowable signage for Lots 2 & 3, Citizens Alley Addition. Lot 1, Citizens Alley Addition shall follow signage requirements per the Land Development Ordinance of the City of Minot.
 - f. **Condition #6:** Temporary signage located within Lot 2 and on Lots 1 & 3 along the facades of the buildings abutting Lot 2 is permitted for active events or to provide information on upcoming events and current event sponsorships. Temporary signage will be removed within one (1) week of the conclusion of the respective event for which the temporary signage was erected.
 - g. **Condition #7:** A letter of intent and site plan shall accompany each programmed event/activity to be reviewed and approved by the Community Development Department and Engineering Department prior to commencement of each respective programmed event/activity with sufficient detail and information as determined by the aforementioned departments. The letter of intent and site plan referred to in this section will generally surround the nature of event, arrangement of temporary structures or impassable objects, and planned walkways similar to those provided in pages 13 thru 17 of the approved PUD Plan. This is differentiated from a traditional site plan that generally requires contours, demarcation of curb, traffic flow, above and below ground storm water infrastructure, etc. Staff shall incorporate conditions of approval related to mitigating any negative externalities to ensure harmony between properties in the vicinity and onsite events/activities.
 - h. **Condition #8:** The Developer will comply with all site plan review and approval requirements as established by the Engineering Department for all permanent improvements as is standard development policy.
Condition #9: This Agreement must be signed prior to recording the plat. This condition is fulfilled upon recordation of this Agreement with the Ward County Recorder's Office at the Developer's expense.
2. **Governing Law/Venue.** This Agreement shall be governed by and interpreted according to North Dakota law. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Ward County, North Dakota.

3. **Warranties and representations.** Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against Developer, its successors and assigns in accordance with its terms.
4. **General Compliance with Laws.** Developer agrees to at all times comply with all federal, state, and municipal laws while this Agreement is in effect, including but not limited to those relating to the payment of taxes or other charges on tickets, admissions, or in any way connected with Developer's activities in connection with this Agreement. Developer's failure or omission to comply with any such federal, state, or municipal laws will be considered a material breach of this Agreement and will justify immediate termination of this agreement by the City.
5. **Notice.** Any notice, demand, or request required or permitted to be given or made under this Agreement must be made in writing unless specifically stated otherwise in this Agreement. Notice will be deemed given when delivered in person, sent via certified mail/return receipt requested, or sent by email with confirmed receipt by the receiving party, to the Parties as specified below:

Aksal Group, LLC

Managing Member

Attn: Jessica Ackerman

1112 Sunrise Court Minot

Minot, ND 58701

CITY OF MINOT

Attn: Community and Economic Development Director

PO Box 5006

Minot, ND 58702-5006

6. **Indemnification Clause.** Developer agrees to indemnify, hold harmless, and defend the City, its officers, employees, and agents, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, the negligent actions, willful misconduct, or omissions of Developer, and Developer's guests invitees, agents, and sub-contractors, including but not limited to actions for personal injury occurring on the Developer's property, and damage to the property of any person(s) while participating in Developer's activities related to this Agreement, or any other cause of action arising from Developer's use of their property under this Agreement.
 - a. **Indemnification from lawsuits filed by third parties.** To the extent the City is not covered by any insurance policy, Developer agrees to further indemnify, hold harmless, and defend the City, its officers, employees, and agents from any and all future claims, actions, suits, costs, damages and liabilities filed or alleged against the City by third parties, including but not limited to any legal action by third parties seeking injunctive or non-monetary relief, alleging a takings action, or any other claim specifically resulting from the City's consideration or approval of the final plat of the Citizen's Alley Addition and this Development Agreement. The City is primarily liable for any and all future claims described in this paragraph, and this clause shall only go into effect if the City's insurance carrier denies coverage based on language contained in its insurance policy relating to uncovered claims. The City shall have a duty to seek coverage through its insurance policy to

the fullest extent of the law and its contract with its insurance carrier.

7. **Breach of Agreement.** After the execution of this Agreement, either party that fails to perform, or under-performs their obligations under this Agreement shall be liable to the other Party for damages arising as a result of the breach. When one party fails to fulfill the agreement, the non-breaching party shall have the right to require the breaching party to continue their performance under this Agreement, unless the breach is the result of an event of force majeure.
 - a. **Notice of Breach/Opportunity to Cure.** The non-breaching party must advise the other party of the specific facts constituting breach of the agreement within thirty (30) days of discovery of the breach. Notice shall be provided to each party as stated in this Agreement. The non-breaching party must advise the other party of the specific details of the breach, and give them thirty (30) days or other such reasonable time as determined by the non-breaching party, to cure the breach.
 - b. **Force Majeure.** Neither party will be liable for inadequate performance to the extent that performance was caused by a condition beyond the party's reasonable control, such as a natural disaster, act of war or terrorism, riot, labor condition, or internet disturbance. Parties affected by force majeure must make reasonable efforts to reduce the consequences of the force majeure and resume the performance of all relevant obligations as soon as possible after the force majeure event terminates. If this Agreement cannot be performed due to an event of force majeure, that performance shall be exempted in part or in whole according to the influence and extent of the force majeure. If force majeure occurs after the party delays performance, the party shall not be exempted from their obligations under this Agreement.
8. **Prevailing party's entitlements.** In the event of any dispute hereunder or of any action by the City or Developer to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, declaratory or injunctive action, at trial, or on appeal.
9. **Agreement Binding on Successors in Interest.** This Agreement shall be recorded in the Ward County Recorder's Office, and shall constitute a covenant running with the land. This Agreement shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any property association. Developer shall advise successors in interest of this Agreement and that they are responsible for complying with the Developer's responsibilities hereunder.
10. **Counterparts.** This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all counterparts shall together shall constitute one and the same instrument.
 - a. **Electronic Signatures.** Electronic signatures shall be considered an original signature, fully enforceable, and effective for all purposes without a manually executed original.
11. **Amendments to Agreement must be in writing.** Neither this Agreement nor any item hereof may be changed, waived, discharged, or terminated orally, but only by instrument

in writing, signed by both Parties hereto.

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

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

14. **Effective Date.** This Agreement shall be effective on the date it is approved by the Minot City Council.

IN WITNESS WHEREOF, the parties hereto, after due authorization by its respective governing bodies/partners, hereby sign and enter into this Agreement and agree to be bound by its terms as of the Effective Date.

CITY OF MINOT, ND

By: _____
Tom Ross, Mayor

Attest: _____
Mikayla McWilliams, City Clerk

Aksal Group, LLC

By: _____
Jessica Ackerman, Managing Member,
Aksal Group, LLC

STATE OF NORTH DAKOTA)

COUNTY OF _____) ss

On this ____ day of _____, 2024, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

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



TO: Mayor
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: February 20, 2024

SUBJECT: EPA Resources Application on Behalf of Trinity Hospital

I. RECOMMENDED ACTION

Direct City Manager to proceed with preparing and submitting an application to Region 8 of the EPA on behalf of Trinity Hospital to conduct a Phase I and Phase II Assessment.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager 857-4750

III. DESCRIPTION

Background

With the relocation of Trinity to the new campus a plan needs to be developed regarding the potential reuse/redevelopment of the Downtown Campus. In these types of projects one of the cost deterrents is often the presence and remediation of hazardous materials such as asbestos and lead based paint. Conducting a Phase I assessment helps identify potential hazardous material, and a Phase II Assessment tests identified potential hazardous materials. The EPA would also potentially have resources available for remediation as well.

Proposed Project

The resources available by the EPA for identification, testing and remediation are only available through government entities, meaning Trinity is not able to apply on their own. However, the City can apply on their behalf. Staff recommends Council approve the City Manager applying to the EPA on behalf of Trinity hospital to conduct the Phase I and Phase II Assessments. Verifying the presence of any hazardous materials (or non-existence) and the remediating them is a significant step toward future solutions for the property, whether that be a remodel or demolition.

If the application is approved by the EPA they would send one of their contractors to do the assessments and pay the associated costs.

IMPACT:

Strategic Impact:

Enables the City and community to address a potential roadblock/cost to potentially repurposing the old Trinity Hospital property.

Service/Delivery Impact:

No direct impact to City services or service delivery.

Fiscal Impact:

No immediate cost to the City, if the application is approved by the EPA the costs incurred would be paid directly by the EPA.

V. CITY COUNCIL ASPIRATIONS

This project would qualify for all of the Council Aspirations

VI. ALTERNATIVES

Council could choose not to direct Staff to apply. Trinity or a potential user of the property would then need to be responsible for the costs of an assessment if deemed necessary. Not having the assessments completed could result in a longer timeline of repurposing and lack of interest from a developer due to cost concerns.

VII. TIME CONSTRAINTS

No time constraints.

VIII. LIST OF ATTACHMENTS

- A. Pre-Application Checklist
- B. <https://www.epa.gov/brownfields/forms/region-8-targeted-brownfields-assessments>
(application and program information from EPA website)



TO: Mayor Tom Ross
Members of the City Council

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

DATE: February 20, 2024

SUBJECT: CITY HALL RETAINING WALL FINAL PAYMENT (4398)

I. RECOMMENDED ACTION

1. Recommend council approve final payment to Rolac Contracting Inc in the amount of \$745,895.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	701-857-4100
Emily Huettl, Assistant City Engineer	701-857-4100

III. DESCRIPTION

A. Background

The City constructed a retaining wall around the police complex to replace the previous wall.

B. Proposed Project

The project is now complete and ready for final payment.

C. Consultant Selection

KLJ was selected using a competitive qualifications-based selection.

IV. IMPACT:

A. Strategic Impact:

The Police/Auditorium complex is a critical asset to the City. The site houses primary government functions and serves the public in multiple ways.

B. Service/Delivery Impact:

N/A.

C. Fiscal Impact:

The project was bid at \$5,119,639. The final construction cost including change orders and subtracting liquidated damages was \$4,777,603.

V. CITY COUNCIL ASPIRATIONS

This item achieves the aspirations of resilient and prepared.

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

The City must pay the contractor within 30 days of submitted invoices.

VIII. LIST OF ATTACHMENTS

A. Final Pay Application 13

Contractor's Application for Payment

Owner:	<u>City of Minot</u>	Owner's Project No.:	<u>4398</u>
Engineer:	<u>KLJ Engineering LLC</u>	Engineer's Project No.:	<u>1904-00132</u>
Contractor:	<u>Rolac Contracting, Inc.</u>	Contractor's Project No.:	<u>599</u>
Project:	<u>City Hall Retaining Walls 1 & 2 - 2021 Rebid</u>		
Contract:	<u>City Hall Retaining Walls 1 & 2 - 2021 Rebid</u>		

Application No.:	<u>13</u>	Application Date:	<u>1/11/2024</u>
Application Period:	<u>From 9/1/2023</u>	to	<u>1/11/2024</u>

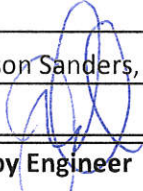
1. Original Contract Price	\$	5,119,639.00
2. Net change by Change Orders	\$	(342,036.00)
3. Current Contract Price (Line 1 + Line 2)	\$	4,777,603.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	4,777,603.00
5. Retainage		
a. <u>10%</u> X \$ <u>-</u> Work Completed =	\$	-
b. <u>10%</u> X \$ <u>-</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	4,777,603.00
7. Less previous payments (Line 6 from prior application)	\$	4,031,708.00
8. Amount due this application	\$	745,895.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

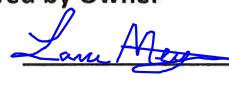
Contractor: Jason Sanders, Rolac Contracting, Inc.

Signature:  **Date:** 1/11/2024

Recommended by Engineer

By: Cassie Murano
Title: Senior Project Manager
Date: 2/5/2024

Approved by Owner

By: 
Title: City Engineer
Date: 2/9/2024

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4398
Engineer:	KJ Engineering LLC	Engineer's Project No.:	1904-00132
Contractor:	Rolac Contracting, Inc.	Contractor's Project No.:	599
Project:	City Hall Retaining Walls 1 & 2 - 2021 Rebid		
Contract:	City Hall Retaining Walls 1 & 2 - 2021 Rebid		

Application No.: 13		Application Period:		From		to		09/01/23		01/11/24		Application Date:		01/11/24	
A	B	C	D	Work Completed		E	F	G	H	I					
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	This Period (\$)		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)						
Original Contract															
	General Conditions	264,300.00	262,300.00			2,000.00		264,300.00	100%	-					
	Erosion Control	15,000.00	15,000.00					15,000.00	100%	-					
	Demolition-Paving	39,650.00	39,650.00					39,650.00	100%	-					
	Retaining Wall	100,400.00	100,400.00					100,400.00	100%	-					
	Concrete-Moment Slab Material	138,620.00	138,620.00					138,620.00	100%	-					
	Concrete Moment Slab Installation	218,820.00	218,820.00					218,820.00	100%	-					
	Sidewalks/Curb & Gutter	35,600.00	35,600.00					35,600.00	100%	-					
	Valley Gutter	70,350.00	70,350.00					70,350.00	100%	-					
	Precast Concrete-Engineering/Drafting	67,100.00	67,100.00					67,100.00	100%	-					
	Material	535,250.00	535,250.00					535,250.00	100%	-					
	Erection	394,360.00	394,360.00					394,360.00	100%	-					
	Surface Treatment	88,460.00	45,300.00			43,160.00		88,460.00	100%	-					
	Metal Stairs-Material	178,300.00	178,300.00					178,300.00	100%	-					
	Erection	24,680.00	23,500.00			1,180.00		24,680.00	100%	-					
	Earthwork for Retaining Wall	285,600.00	285,600.00					285,600.00	100%	-					
	Ground Anchors-Shop Drawings	24,000.00	24,000.00					24,000.00	100%	-					
	Material	230,400.00	230,400.00					230,400.00	100%	-					
	Installation	192,150.00	192,150.00					192,150.00	100%	-					
	Ground Anchor Testing	38,400.00	38,400.00					38,400.00	100%	-					
	Drilled Piers-Submittals	5,000.00	5,000.00					5,000.00	100%	-					
	Material	455,350.00	455,350.00					455,350.00	100%	-					
	Installation	150,250.00	150,250.00					150,250.00	100%	-					
	Concrete Fill	102,300.00	102,300.00					102,300.00	100%	-					
	Vibrated Piles-Submittals	5,000.00	5,000.00					5,000.00	100%	-					
	Vibration Monitoring	12,500.00	12,500.00					12,500.00	100%	-					
	Pre-Inspection of Adjacent Structures	3,500.00	3,500.00					3,500.00	100%	-					
	Post-Inspection of Adjacent Structures	3,500.00	3,500.00					3,500.00	100%	-					
	Lagging-Submittals	4,000.00	4,000.00					4,000.00	100%	-					
	Material	102,000.00	102,000.00					102,000.00	100%	-					
	Installation	148,360.00	148,360.00					148,360.00	100%	-					
	Wall Drainage Mat and Pipe	48,350.00	48,350.00					48,350.00	100%	-					
	Utilities-Water Main	130,450.00	130,450.00					130,450.00	100%	-					
	Storm Sewer	56,000.00	56,000.00					56,000.00	100%	-					
	Paving-Subgrade Preparation	23,500.00	23,500.00					23,500.00	100%	-					

Contractor's Application for Payment

EJCDC C-620 Contractor's Application for Payment

Contractor's Application for Payment

EJCDC C-620 Contractor's Application for Payment

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: City Hall Retaining Walls 1 and 2

Address: 6th St SW & 2nd Ave SW
Minot, ND 58701

Owner: City of Minot

Contractor

Name: Rolac Contracting, Inc

Address: PO Box 1872
Minot, ND 58702

Contractor Licence: 1292 Class A

Contract Date: 11 / 15 / 2021

TO ALL WHOM IT MAY CONCERN:

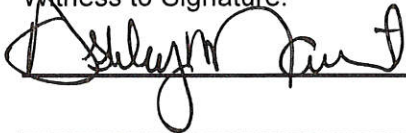
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

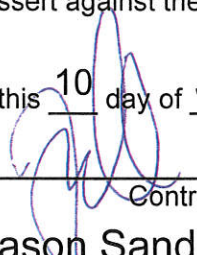
The undersigned further hereby acknowledges that the sum of
Seven hundred forty five thousand eight hundred ninety five

Dollars (\$ 745,895.00) constitutes the entire **unpaid** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 10 day of January 2024

Witness to Signature:




_____ Contractor

By: Jason Sanders

Title: President



TO: Mayor Tom Ross
Members of the City Council

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

DATE: February 20, 2024

SUBJECT: RAISE GRANT LETTER OF SUPPORT (4657)

I. RECOMMENDED ACTION

1. Recommend council approve the letter of support for the MAGIC RAISE Grant application;
2. Authorize the Mayor to sign the letter

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	701-857-4100
Stephen Joersz, Traffic Engineer	701-857-4100

III. DESCRIPTION

A. Background

Last meeting, council authorized funding and support for the City to partner with Ward County to submit a RAISE Grant application to seek federal funds to start preliminary engineering work on phase 1 and 2 of the southwest connector project.

B. Proposed Project

The County has contracted with Bolton & Menk to prepare the grant application. As part of the submittal, the application needs several letters of support that will help tell our story and bolster support. The letter of support will be signed by Mayor Ross and included in the application.

C. Consultant Selection

Bolton & Menk was selected by Ward County to perform the work on the study.

IV. IMPACT:

A. Strategic Impact:

The City and County have been looking for ways to provide another north/south arterial roadway connection in west Minot. A link would significantly relieve the 16th St and Broadway corridors from current and future traffic congestion.

B. Service/Delivery Impact:

An improvement project to provide a southwest bypass and another north/south arterial roadway connection will have a significant reduction to travel delays and will solve critical crash locations along the US 2/52 bypass.

C. Fiscal Impact:

N/A

V. CITY COUNCIL ASPIRATIONS

The following are the aspirations achieved with the grant request: dynamic and flourishing; safe and welcoming; excellent and connected.

VI. ALTERNATIVES

Alternate 1: Council could choose not to approve the letter of support.

Alternate 2: Council could modify the letter and have Mayor sign.

VII. TIME CONSTRAINTS

With the deadline to submit February 28th, council must approve the letter at this meeting.

VIII. LIST OF ATTACHMENTS

A. Letter of Support



February 20, 2024

**RE: 2024 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Planning Grant
submittal for Minot's Accessible, Growth-driving Intermodal Connector (MAGIC)**

Dear Mr. Buttigieg,

I am writing in strong support of Ward County, North Dakota and the City of Minot's joint 2024 RAISE Planning Grant request to implement new highway connections south and west of Minot, North Dakota on US Highways 2, 52, and 83. Ward County, the City of Minot, NDDOT, and all other project partners need federal grant assistance to plan and implement these improvements that will result in improved safety and mobility for the region, enhanced connections to northwest North Dakota's only regional trauma hospital, better access to the economy for agriculture and energy sectors, and reliable movement for Minot Air Force Base's 91st Missile Wing's operations.

The proposed alternatives contained in MAGIC will be an investment in a system that prioritizes all highway users. Southern Minot is unique with three of the state's eight US Highways converging near this project area, and this system is not forecasted to meet the needs of a region that has been steadily growing since 2000. With continued growth, efficient connectivity will be most important so that residents, and tourists, can get to areas where they live and work. Additionally, with the opening of the new Trinity Hospital campus, emergency services will require alternative routes in and around the city to be able to quickly respond to emergencies for those in need. This hospital serves as the region's only Level II Trauma center, supporting 11 rural hospitals, as well as Fort Berthold and Turtle Mountain Reservations.

Prior planning efforts included feedback from industry in Ward County, such as Enbridge and Minot Milling, with strong support. Alternative heavy freight routes will be able to bypass Minot's urban core, along US Highway 2, 52, and 83/Broadway, and these routes can help close a 16-mile gap in east-west freight routes south of Minot. These improved connections mean better access of goods and services to support this critical economy, and lower congestion on the existing US Highway network. Improved freight routes provide separation between trucks and passenger vehicles that will reduce the number of fatalities and serious delays especially during the morning rush hour when traffic is the heaviest.

Lastly, Minot Air Force Base utilizes reliable and well-maintained routes that traverse the region and Minot. The 91st Missile Wing and 5th Bomb Wing will be supported indirectly, and possibly directly, with the completion of new roadway connections. Within the next 10 years, the United States Air Force will be renovating nearby facilities and missile sites. This will require the movement of materials, many of which currently pass through Minot's urban core. The improvements will lower congestion and provide routing alternatives for the operations and maintenance of some of our nation's most critical military assets.



For all the reasons above, I fully support and request your strong consideration of Ward County and Minot's RAISE Planning Grant application. We thank you for this opportunity. If you have questions, please feel free to contact me at 701-857-4750.

Sincerely,

Thomas Ross
Mayor



TO: Mayor Tom Ross
Members of the City Council

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

DATE: February 5, 2024

SUBJECT: CITY HALL REHABILITATION FINAL PAYMENT (4466)

I. RECOMMENDED ACTION

1. Recommend council approve the final payment to Rolac Contracting in the amount of \$47,017.60

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	701-857-4100
Emily Huettl, Assistant City Engineer	701-857-4100

III. DESCRIPTION

A. Background

The City Hall Rehabilitation project remodeled the former Wells Fargo building into the new Minot City Hall. The project is complete and ready for final payment.

B. Proposed Project

All work has been completed and final documents were delivered to the City. The project is ready to be closed out.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A.

C. Fiscal Impact:

The original contract amount was \$9,520,250.00. During construction change orders amounted to \$390,339.93. This leaves the project \$85,672.57 under the construction budget of \$9,996,262.50.

Project Costs

Final Construction cost \$9,910,589.93

Project Funding

City Hall Capital Budget

V. CITY COUNCIL ASPIRATIONS

This project meets all of council's aspirations.

VI. ALTERNATIVES

No alternatives exist. Final payment must be made to the contractor per the contract.

VII. TIME CONSTRAINTS

Payment must be made at this council meeting.

VIII. LIST OF ATTACHMENTS

A. Final Pay Application



NATIONAL DISASTER RESILIENCE (NDR) GRANT DRAW REQUEST

DRAW INFORMATION

Project Name NDR011-Public Facilities Relocation		Recipient Name Rolac Contracting Inc.	
Draw Request Prepared By Stacie Anderson	Telephone Number 701-368-4331	Developer TIN	
Draw Request Number 17	Amount Requested \$ 47,017.60	Preferred Method of Payment ACH/Wire ☐ Check ☒	

REQUEST SUMMARY

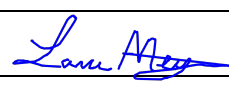
1. NDR Support Costs \$ 4,000,000.00	2. NDR Funds Received To-Date \$ 4,000,000.00	3. NDR Funds Requested, not received to-date \$ 0
4. Total NDR Funds Requested To-Date (2 plus 3) \$ 4,000,000.00		5. NDR Funds Available for this Request (1 less 4) \$ 0
6. Amount of this Request \$ 47,017.60		7. Balance of Funds Remaining for Future Requests (5 less 6) \$ 0
Description of use of funds from this draw (must provide invoices supporting use of all funds)		
Final retainage payment; includes change order for water line issue.		

OTHER PROJECT FUNDING BEING DRAWN FROM ALL SOURCES

Funding Source	Total Available	Amount Drawn Down To-Date
	\$	\$
	\$	\$
	\$	\$
	\$	\$

CERTIFICATION OF RECIPIENT

To the best of my knowledge, the information contained in this form is correct and all disbursements are in compliance with NDR program requirements.

Name of Recipient Lance Meyer	Title of Recipient City Engineer	
Signature 	Date 2/7/2024	

APPROVAL BY CITY OF MINOT

City of Minot Authorized Signature	Date
Additional Authorized Signature 	Date 2/7/2024

PAYMENT APPLICATION

TO:	JLG Architects 416 E Main Ave Bismarck, ND 58501	PROJECT:	Minot City Hall Rehabilitation Project 4466	Application #	17 FINAL ✓	Distribution To:
				Period Start	7/16/2023	☐ Owner
				Period End	2/7/2024	☐ Accounting
FROM:	Rolac Contracting, Inc. PO Box 1872 Minot, ND 58702-1872	OWNER:	City of Minot 515 2nd Ave SW Minot, ND 58702	Application Date		☒ Architect
				Date of Contract	1/7/2022	☐ Owner's Rep.

CONTRACTORS SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is Attached

1 CONTRACT AMOUNT	\$ 9,520,250.00
2 SUM OF ALL CHANGE ORDERS	\$390,339.93
3 CURRENT CONTRACT AMOUNT (Line 1 + Line 2)	\$9,910,589.93
4 TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$ 9,910,589.93
5 RETAINAGE:	
a. 5% of total contract (Columns D+E on Continuation Page)	
b. 0% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or column I on Continuation Page)	\$0.00
6 TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 Minus Line 5 Total)	\$9,910,589.93
7 LESS PREVIOUS PAYMENT APPLICATIONS (Line 6 from Prior Application)	\$ 9,863,572.33
8 PAYMENT DUE	\$47,017.60
9 BALANCE TO COMPLETION (Line 3 Minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	Additions	Deductions
Total changes approved in previous months	\$368,322.33	
Total changes approved this month	\$22,017.60	
TOTALS	\$390,339.93	\$0.00
NET CHANGES	\$390,339.93	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's cost for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Rolac Contracting, Inc.

By:

Date:

2/7/2024

Certification

☐ Required

☒ Not Required

The construction Manager and Architect's signatures below are their assurance to Owner, concerning the payment herein applied for, that: 1. They have inspected the Work represented by this Application, 2. Such work has been completed to the extent indicated in this application, 3. this Application for Payment accurately states the amount of Work completed and payment due therefor, and 4. Construction Manager and Architect know of no reason why payment should not be made.

Certified Amount

\$ 47,017.60

Date:

2/7/2024

(If the certified amount is different from the payment due, you should attach an explanation. Initial all figures that are changed to match the certified amount.)

ARCHITECT:

By:

JLG Architects,

Date:

2/7/2024

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Payment application containing Contractor's signature is attached.

APPLICATION # 17
DATE OF APPLICATION 7/16/2023
PERIOD THRU 2/7/2024

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	PERCENT COMPLETE (G/C)	BALANCE TO COMPLETION (C-G)	RETAINAGE
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01	General Conditions	\$ 395,400.00	\$ 395,400.00			\$ 395,400.00	100%	\$ -	\$ -
02	Demolition-General Demolition	\$ 384,560.00	\$ 384,560.00			\$ 384,560.00	100%	\$ -	\$ -
03	3rd Floor & Roof Structural Openings	\$ 168,400.00	\$ 168,400.00			\$ 168,400.00	100%	\$ -	\$ -
04	Elevator & Escalator Removal	\$ 90,200.00	\$ 90,200.00			\$ 90,200.00	100%	\$ -	\$ -
05	Concrete Foundations/Slab on Grade Patching	\$ 41,620.00	\$ 41,620.00			\$ 41,620.00	100%	\$ -	\$ -
06	Masonry	\$ 106,590.00	\$ 106,590.00			\$ 106,590.00	100%	\$ -	\$ -
07	Structural/Misc Steel Material	\$ 90,100.00	\$ 90,100.00			\$ 90,100.00	100%	\$ -	\$ -
08	Structural Steel Install	\$ 14,560.00	\$ 14,560.00			\$ 14,560.00	100%	\$ -	\$ -
09	Stair/Miscellaneous Install	\$ 17,500.00	\$ 17,500.00			\$ 17,500.00	100%	\$ -	\$ -
10	Decorative Metal Railings	\$ 148,700.00	\$ 148,700.00			\$ 148,700.00	100%	\$ -	\$ -
11	Millwork Material	\$ 295,050.00	\$ 295,050.00			\$ 295,050.00	100%	\$ -	\$ -
12	Millwork Install	\$ 36,800.00	\$ 36,800.00			\$ 36,800.00	100%	\$ -	\$ -
13	Acoustic Wall Insulation	\$ 74,470.00	\$ 74,470.00			\$ 74,470.00	100%	\$ -	\$ -
14	Roofing	\$ 45,430.00	\$ 45,430.00			\$ 45,430.00	100%	\$ -	\$ -
15	Caulking/Fire Sealants	\$ 25,430.00	\$ 25,430.00			\$ 25,430.00	100%	\$ -	\$ -
16	Steel Doors/Frames/Hardware Material	\$ 152,850.00	\$ 152,850.00			\$ 152,850.00	100%	\$ -	\$ -
17	Steel Doors/Frames/Hardware Install	\$ 42,830.00	\$ 42,830.00			\$ 42,830.00	100%	\$ -	\$ -
18	Overhead Coiling Doors	\$ 17,800.00	\$ 17,800.00			\$ 17,800.00	100%	\$ -	\$ -
19	Aluminum Entrances	\$ 226,840.00	\$ 226,840.00			\$ 226,840.00	100%	\$ -	\$ -
20	Skylight	\$ 48,640.00	\$ 48,640.00			\$ 48,640.00	100%	\$ -	\$ -
21	Interior Metal Framing	\$ 336,850.00	\$ 336,850.00			\$ 336,850.00	100%	\$ -	\$ -
22	Gypsum Wallboard-Hang/Finish	\$ 214,600.00	\$ 214,600.00			\$ 214,600.00	100%	\$ -	\$ -
23	Ceramic Tile	\$ 96,440.00	\$ 96,440.00			\$ 96,440.00	100%	\$ -	\$ -
24	Acoustic Ceilings	\$ 768,340.00	\$ 768,340.00			\$ 768,340.00	100%	\$ -	\$ -
25	Acoustic Wall/Ceiling Panels	\$ 43,520.00	\$ 43,520.00			\$ 43,520.00	100%	\$ -	\$ -
26	Resilient/Carpet Flooring	\$ 219,460.00	\$ 219,460.00			\$ 219,460.00	100%	\$ -	\$ -
27	Terrazzo Flooring	\$ 110,650.00	\$ 110,650.00			\$ 110,650.00	100%	\$ -	\$ -
28	Access Flooring	\$ 85,736.00	\$ 85,736.00			\$ 85,736.00	100%	\$ -	\$ -
29	Painting	\$ 170,500.00	\$ 170,500.00			\$ 170,500.00	100%	\$ -	\$ -
30	Specialties	\$ 125,400.00	\$ 125,400.00			\$ 125,400.00	100%	\$ -	\$ -
31	Elevator	\$ 145,600.00	\$ 145,600.00			\$ 145,600.00	100%	\$ -	\$ -
32	Fire Sprinklers	\$ 192,300.00	\$ 192,300.00			\$ 192,300.00	100%	\$ -	\$ -
33	Mechanical-Demolition	\$ 96,840.00	\$ 96,840.00			\$ 96,840.00	100%	\$ -	\$ -
34	Plumbing Rough-In	\$ 203,400.00	\$ 203,400.00			\$ 203,400.00	100%	\$ -	\$ -
35	Plumbing Fixtures	\$ 72,350.00	\$ 72,350.00			\$ 72,350.00	100%	\$ -	\$ -
36	HVAC Piping Rough-In	\$ 288,640.00	\$ 288,640.00			\$ 288,640.00	100%	\$ -	\$ -
37	HVAC Ductwork/Equipment	\$ 558,900.00	\$ 558,900.00			\$ 558,900.00	100%	\$ -	\$ -
38	Mechanical Insulation	\$ 84,300.00	\$ 84,300.00			\$ 84,300.00	100%	\$ -	\$ -
39	Temperature Controls	\$ 136,800.00	\$ 136,800.00			\$ 136,800.00	100%	\$ -	\$ -
39	Test/Balance/Start-ups	\$ 20,400.00	\$ 20,400.00			\$ 20,400.00	100%	\$ -	\$ -
41	Electrical-Demolition	\$ 98,000.00	\$ 98,000.00			\$ 98,000.00	100%	\$ -	\$ -
42	Rough-In	\$ 694,350.00	\$ 694,350.00			\$ 694,350.00	100%	\$ -	\$ -
43	Lighting	\$ 198,000.00	\$ 198,000.00			\$ 198,000.00	100%	\$ -	\$ -
75	Trim	\$ 174,500.00	\$ 174,500.00			\$ 174,500.00	100%	\$ -	\$ -
76	Fire Alarm	\$ 17,600.00	\$ 17,600.00			\$ 17,600.00	100%	\$ -	\$ -
77	Low Voltage	\$ 275,600.00	\$ 275,600.00			\$ 275,600.00	100%	\$ -	\$ -
	SUB-TOTALS	\$ 7,852,846.00	\$ 7,852,846.00	\$ -	\$ -	\$ 7,852,846.00	100%	\$ -	\$ -

CONTINUATION PAGE

Payment application containing Contractor's signature is attached.

APPLICATION # 17
DATE OF APPLICATION 7/16/2023
PERIOD THRU 2/7/2024

A	B	C	D	E	F	G	H	I	
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	PERCENT COMPLETE (G/C)	BALANCE TO COMPLETION (C-G)	RETAINAGE
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
78	A/V Systems	\$ 285,210.00	\$ 285,210.00			\$ 285,210.00	100%	\$ -	
46	Sitework		\$ -			\$ -		\$ -	
47	Site Demolition	\$ 10,680.00	\$ 10,680.00			\$ 10,680.00	100%	\$ -	
48	Paving/Curb & Gutter	\$ 36,570.00	\$ 36,570.00			\$ 36,570.00	100%	\$ -	
49	Utilities	\$ 38,500.00	\$ 38,500.00			\$ 38,500.00	100%	\$ -	
50	Flagpoles/Benches/Specialties	\$ 10,680.00	\$ 10,680.00			\$ 10,680.00	100%	\$ -	
51	Generator Enclosure	\$ 17,670.00	\$ 17,670.00			\$ 17,670.00	100%	\$ -	
52	Parking Lot Sealing/Striping	\$ 12,540.00	\$ 12,540.00			\$ 12,540.00	100%	\$ -	
53	Alternate #1		\$ -			\$ -		\$ -	
54	Demolition	\$ 56,350.00	\$ 56,350.00			\$ 56,350.00	100%	\$ -	
55	Wall Insulation	\$ 98,340.00	\$ 98,340.00			\$ 98,340.00	100%	\$ -	
56	Framing/Gypsum Wallboard	\$ 99,360.00	\$ 99,360.00			\$ 99,360.00	100%	\$ -	
57	Alternate #2		\$ -			\$ -		\$ -	
58	Demolition	\$ 48,380.00	\$ 48,380.00			\$ 48,380.00	100%	\$ -	
59	Aluminum Windows	\$ 646,620.00	\$ 646,620.00			\$ 646,620.00	100%	\$ -	
60	Alternate #3		\$ -			\$ -		\$ -	
61	Geopiers/Concrete Work	\$ 24,300.00	\$ 24,300.00			\$ 24,300.00	100%	\$ -	
62	Framing/Sheathing	\$ 11,400.00	\$ 11,400.00			\$ 11,400.00	100%	\$ -	
63	Aluminum Composite Panels	\$ 96,500.00	\$ 96,500.00			\$ 96,500.00	100%	\$ -	
64	Alternate #4		\$ -			\$ -		\$ -	
65	Demolition	\$ 7,055.00	\$ 7,055.00			\$ 7,055.00	100%	\$ -	
66	Aluminum Windows	\$ 36,945.00	\$ 36,945.00			\$ 36,945.00	100%	\$ -	
67	Cost for Work on Tenant Space		\$ -			\$ -		\$ -	
68	Framing/Gypsum Wallboard/Painting	\$ 24,300.00	\$ 24,300.00			\$ 24,300.00	100%	\$ -	
69	Doors/Frames/Hardware	\$ 5,340.00	\$ 5,340.00			\$ 5,340.00	100%	\$ -	
70	Aluminum Storefronts	\$ 27,249.00	\$ 27,249.00			\$ 27,249.00	100%	\$ -	
71	Millwork	\$ 11,650.00	\$ 11,650.00			\$ 11,650.00	100%	\$ -	
72	Flooring	\$ 7,500.00	\$ 7,500.00			\$ 7,500.00	100%	\$ -	
73	Ceilings	\$ 4,090.00	\$ 4,090.00			\$ 4,090.00	100%	\$ -	
74	Mechanical	\$ 26,400.00	\$ 26,400.00			\$ 26,400.00	100%	\$ -	
75	Electrical	\$ 23,775.00	\$ 23,775.00			\$ 23,775.00	100%	\$ -	
88	Change Order 012	\$ 582.00	\$ 582.00			\$ 582.00	100%	\$ -	
76	Change Orders								
77	Change Order 001	\$ 8,256.00	\$ 8,256.00			\$ 8,256.00	100%	\$ -	
78	Change Order 002	\$ 43,663.00	\$ 43,663.00			\$ 43,663.00	100%	\$ -	
79	Change Order 003	\$ 33,170.00	\$ 33,170.00			\$ 33,170.00	100%	\$ -	
80	Change Order 004	\$ 2,250.00	\$ 2,250.00			\$ 2,250.00	100%	\$ -	
81	Change Order 005	\$ 28,348.00	\$ 28,348.00			\$ 28,348.00	100%	\$ -	
82	Change Order 006	\$ 6,469.00	\$ 6,469.00			\$ 6,469.00	100%	\$ -	
83	Change Order 007	\$ 13,114.00	\$ 13,114.00			\$ 13,114.00	100%	\$ -	
84	Change Order 008	\$ 13,830.00	\$ 13,830.00			\$ 13,830.00	100%	\$ -	
85	Change Order 009	\$ 4,421.00	\$ 4,421.00			\$ 4,421.00	100%	\$ -	
86	Change Order 010	\$ 2,293.00	\$ 2,293.00			\$ 2,293.00	100%	\$ -	
87	Change Order 011	\$ 6,189.00	\$ 6,189.00			\$ 6,189.00	100%	\$ -	
	SUB-TOTALS	\$ 1,829,989.00	\$ 1,829,989.00	\$ -	\$ -	\$ 1,829,989.00	100%	\$ -	\$ 2 of 4

CONTINUATION PAGE

Payment application containing Contractor's signature is attached.

APPLICATION # 17
DATE OF APPLICATION 7/16/2023
PERIOD THRU 2/7/2024

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	PERCENT COMPLETE (G/C)	BALANCE TO COMPLETION (C-G)	RETAINAGE
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
	Change Order 013	\$ (859.00)	\$ (859.00)			\$ (859.00)	100%	\$ -	\$ -
	Change Order 014	\$ 914.00	\$ 914.00			\$ 914.00	100%	\$ -	\$ -
	Change Order 015	\$ 1,218.00	\$ 1,218.00			\$ 1,218.00	100%	\$ -	\$ -
	Change Order 016	\$ 606.00	\$ 606.00			\$ 606.00	100%	\$ -	\$ -
	Change Order 017	\$ 29,014.00	\$ 29,014.00			\$ 29,014.00	100%	\$ -	\$ -
	Change Order 018	\$ 5,719.00	\$ 5,719.00			\$ 5,719.00	100%	\$ -	\$ -
	Change Order 019	\$ 1,258.00	\$ 1,258.00			\$ 1,258.00	100%	\$ -	\$ -
	Change Order 020	\$ 785.00	\$ 785.00			\$ 785.00	100%	\$ -	\$ -
	Change Order 021	\$ 4,148.00	\$ 4,148.00			\$ 4,148.00	100%	\$ -	\$ -
	Change Order 022	\$ 4,311.00	\$ 4,311.00			\$ 4,311.00	100%	\$ -	\$ -
	Change Order 023	\$ 4,582.00	\$ 4,582.00			\$ 4,582.00	100%	\$ -	\$ -
	Change Order 024	\$ 485.00	\$ 485.00			\$ 485.00	100%	\$ -	\$ -
	Change Order 025	\$ 7,362.00	\$ 7,362.00			\$ 7,362.00	100%	\$ -	\$ -
	Change Order 026	\$ 14,469.00	\$ 14,469.00			\$ 14,469.00	100%	\$ -	\$ -
	Change Order 027	\$ 2,954.00	\$ 2,954.00			\$ 2,954.00	100%	\$ -	\$ -
	Change Order 028	\$ 3,289.92	\$ 3,289.92			\$ 3,289.92	100%	\$ -	\$ -
	Change Order 029	\$ 322.00	\$ 322.00			\$ 322.00	100%	\$ -	\$ -
	Change Order 030	\$ 1,777.00	\$ 1,777.00			\$ 1,777.00	100%	\$ -	\$ -
	Change Order 031	\$ 699.00	\$ 699.00			\$ 699.00	100%	\$ -	\$ -
	Change Order 032	\$ 2,801.58	\$ 2,801.58			\$ 2,801.58	100%	\$ -	\$ -
	Change Order 033	\$ 5,141.55	\$ 5,141.55			\$ 5,141.55	100%	\$ -	\$ -
	Change Order 034	\$ 104,350.89	\$ 104,350.89			\$ 104,350.89	100%	\$ -	\$ -
	Change Order 035	\$ 10,389.39	\$ 10,389.39			\$ 10,389.39	100%	\$ -	\$ -
	Change Order 036	\$ 12,996.00		\$ 12,996.00		\$ 12,996.00	100%	\$ -	\$ -
	Change Order 037	\$ 2,177.70		\$ 2,177.70		\$ 2,177.70	100%	\$ -	\$ -
	Change Order 038	\$ 6,843.90		\$ 6,843.90		\$ 6,843.90	100%	\$ -	\$ -

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Contractor

Project: Minot City Hall Rehabilitation Project #4466

Name: Rolac Contracting, Inc.

Address: 515 2nd Ave SW Minot, ND 58701

Address: PO Box 1872 Minot, ND 58702

Owner: City of Minot

Contractor Licence: 1292A

Contract Date: 1 / 7 / 2022

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of
Forty-seven thousand seventeen dollars and 60/100-----

Dollars (\$ 47,017.60) constitutes the entire **unpaid** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 7 day of Feb 2024

Witness to Signature:

Sharlatte Marchant
Sharlatte Marchant

Contractor

By: Jason Sanders

Title: Owner



TO: Mayor Tom Ross
Members of the City Council

FROM: Emily Huettl, PE – Assistant City Engineer

DATE: February 20, 2024

SUBJECT: 2024 STREET SEAL – AWARD OF BID (4803)

I. RECOMMENDED ACTION

1. Award the bid for the 2024 Street Seal to the low bidder, Asphalt Preservation Company Inc., in the amount of \$2,986,234.51.
2. Authorize the Mayor to sign the Agreement.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	(701) 857-4100
Emily Huettl, Assistant City Engineer	(701) 857-4100

III. DESCRIPTION

A. Background

This is the annual maintenance project to fill the cracks that have developed over time and seal the pavement surface. The project helps protect the pavement surface and prevent surface water infiltration for approximately 5-8 years.

The \$8 million Street Maintenance budget will be split between this microsurfacing project, the street seal project, the street patching project, and the street improvement project.

B. Proposed Project

This year's project covers various areas of town, including trails and airport work, as shown on the attached plan sheet.

C. Consultant Selection

On Tuesday, February 13, 2024 at 11:00 am, bids were opened for the 2024 Street Seal project. Below and attached is a bid tabulation summary that shows the bid comparisons as they relate to the engineer's estimate:

BID TABULATION 2024 Street Seal - City Project #4803 Tuesday, 2/13/2024, 11:00 AM	
Engineers Estimate: \$3,195,320.06	
Bidder	Total Bid
Asphalt Preservation Company, Inc.	\$2,986,234.51
Asphalt Surface Technologies Corp.	\$3,321,020.48

It is recommended that the project be awarded to Asphalt Preservation Company Inc. with their low bid of \$2,986,234.51, which is 6.5% below the Engineer's Estimate.

IV. IMPACT:

A. Strategic Impact:

Overall maintenance of City streets and sidewalks ranked second overall in importance to residents in the 2021 City of Minot Community Survey.

B. Service/Delivery Impact:

This project will provide needed maintenance of existing infrastructure throughout the City to extend the life of the roadways. Some units include heavily traveled roadways. Traffic control and detour routes will be in place to manage traffic during construction.

C. Fiscal Impact:

The project will be paid for from the accounts identified below.

Project Costs

Contractor's Bid Price	\$ 2,986,234.51
<u>Other Project Expenses</u>	<u>\$ 5,000.00</u>
Total	\$ 2,991,234.51

Project Cost Splits

Airport Maintenance	\$ 36,957.60
Street Maintenance	\$ 2,954,276.91

Available Project Funding

Airport - Landside	\$ 18,000.00
Account No. 11050000-44504	
Airport - Airside	\$ 30,000.00
Account No. 11050000-44382	
Street Maintenance	\$ 8,000,000.00
Account No. 10038000-44508	

The street maintenance budget also covers the microsurfacing project, the street patching project, and the street improvement project.

V. CITY COUNCIL ASPIRATIONS

Resilient and Prepared – This project moves us in the right direction as we address our roadway maintenance backlog.

Excellent and Connected – This project directly addresses what residents have said they wanted to see, better roadway maintenance.

VI. ALTERNATIVES

1. Council could choose not to award the project, which would further delay needed roadway maintenance.

VII. TIME CONSTRAINTS

Approving the contract in a timely manner will allow the paperwork to be in place so construction may begin as soon as weather allows.

VIII. LIST OF ATTACHMENTS

- A. Scope of Work
- B. Bid Tab

CITY OF MINOT
WARD COUNTY, ND
2024 STREET SEAL
PROJECT NO. 4803



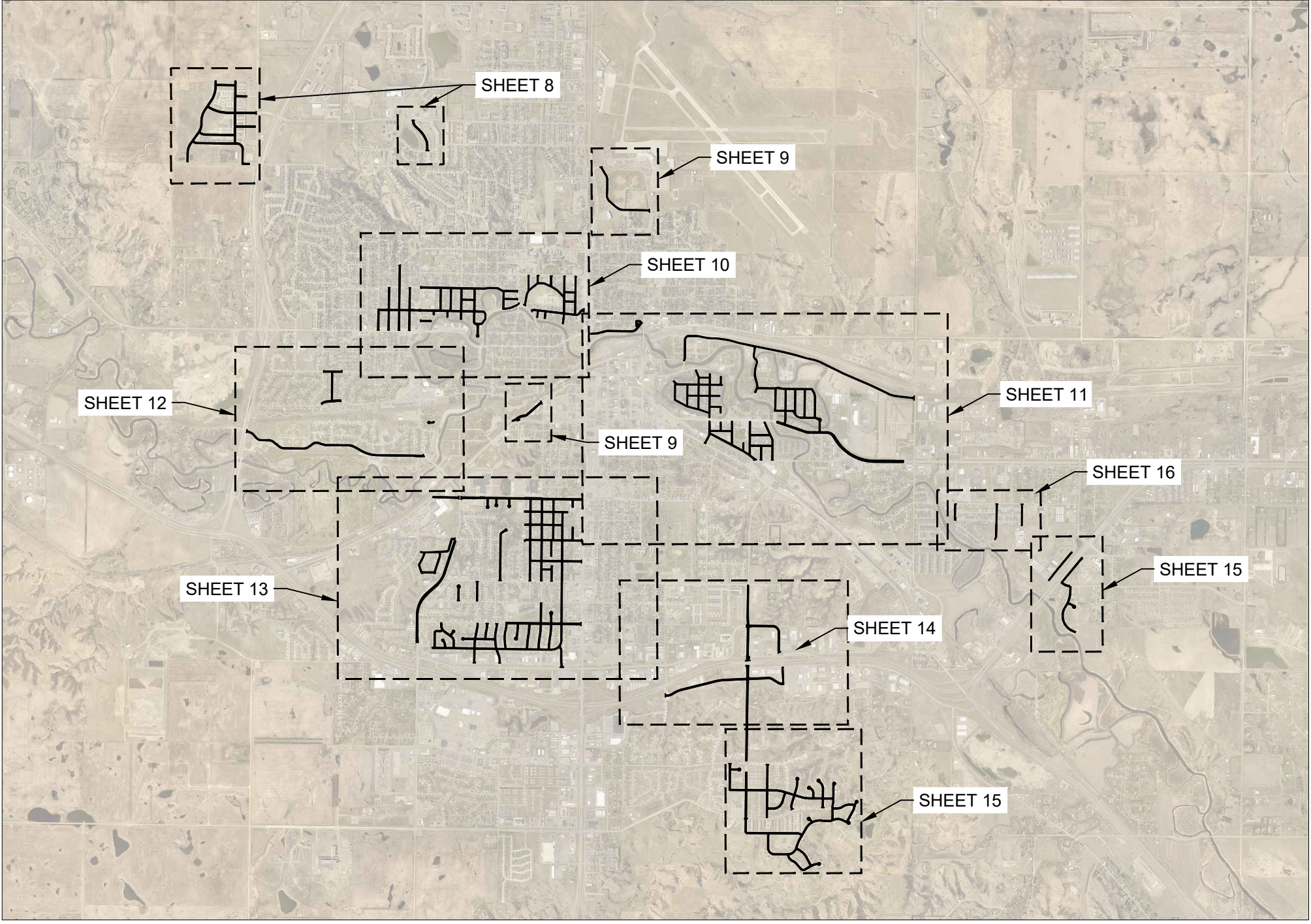
STATE OF NORTH DAKOTA

CITY HALL
10 3RD AVE SW, MINOT, ND 58702

PUBLIC WORKS & ENGINEERING
1025 31ST ST SE, MINOT, ND 58701

SHEET INDEX

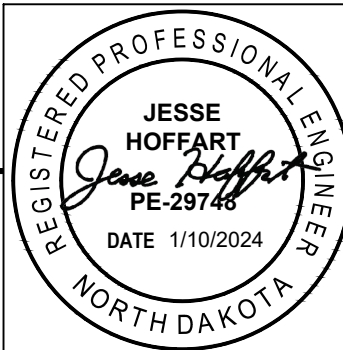
SHEET	DRAWING
1	COVER SHEET & INDEX
2	ESTIMATED QUANTITIES & BASIS OF ESTIMATE
3-5	NOTES
6-7	DETAILS
8-15	PLAN SHEETS
17-27	TRAFFIC CONTROL
28-39	PERMANENT PAVEMENT MARKINGS
40-47	TEMPORARY PAVEMENT MARKINGS
	NDDOT D-762-1 PAVEMENT MARKING MESSAGE DETAILS



I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of ND.

Lance Meyer
LANCE MEYER, P.E. CITY ENGINEER

PE-7121 1/10/2024
LIC. NO. DATE



Surveyed by	MK & JH
Drawn by	AR
Designed by	MK & JH
Date	01/10/2024
Project No.	4803

2024 STREET SEAL
COVER SHEET & INDEX

2024 Street Seal (#8915564)
Owner: Minot ND, City of
Solicitor: Minot ND, City of
02/13/2024 11:00 AM CST

Line Item	Item Description	UofM	Quantity	Engineer Estimate		Asphalt Preservation Company Inc.		Asphalt Surface Technologies Corp.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
					\$3,195,320.06		\$2,986,234.51		\$3,321,020.48
1	CONTRACT BOND	LS	1	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$11,000.00	\$11,000.00
2	MOBILIZATION	LS	1	\$200,000.00	\$200,000.00	\$205,000.00	\$205,000.00	\$315,000.00	\$315,000.00
3	TRAFFIC CONTROL-TYPE 1	LS	1	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$55,000.00	\$55,000.00
4	TRAFFIC CONTROL-TYPE 2	LS	1	\$225,000.00	\$225,000.00	\$95,000.00	\$95,000.00	\$105,000.00	\$105,000.00
5	REMOVE CURB AND GUTTER	LF	300	\$38.00	\$11,400.00	\$45.00	\$13,500.00	\$42.00	\$12,600.00
6	OBLITERATE PAVEMENT MARKINGS	SF	23784	\$1.75	\$41,622.00	\$2.58	\$61,362.72	\$2.46	\$58,508.64
7	ADJUST CASTING	EA	5	\$1,100.00	\$5,500.00	\$825.00	\$4,125.00	\$788.00	\$3,940.00
8	REPLACE CASTING	EA	5	\$1,900.00	\$9,500.00	\$1,600.00	\$8,000.00	\$1,470.00	\$7,350.00
9	ADJUST VALVE BOX	EA	20	\$385.00	\$7,700.00	\$275.00	\$5,500.00	\$273.00	\$5,460.00
10	REPLACE VALVE BOX TOP SECTION	EA	10	\$2,200.00	\$22,000.00	\$1,350.00	\$13,500.00	\$1,260.00	\$12,600.00
11	COMMON EXCAVATION	CY	50	\$110.00	\$5,500.00	\$82.00	\$4,100.00	\$79.00	\$3,950.00
12	TOPSOIL-IMPORTED	CY	10	\$85.00	\$850.00	\$125.00	\$1,250.00	\$116.00	\$1,160.00
13	AGGREGATE BASE, CLASS 5	TON	115	\$85.00	\$9,775.00	\$66.00	\$7,590.00	\$64.00	\$7,360.00
14	BITUMINOUS LEVELING	TON	100	\$340.00	\$34,000.00	\$310.00	\$31,000.00	\$300.00	\$30,000.00
15	HMA FULL DEPTH PATCH	SF	28930	\$7.50	\$216,975.00	\$8.30	\$240,119.00	\$7.90	\$228,547.00
16	CRACK SEAL - ROUTED	LF	340798	\$0.78	\$265,822.44	\$0.80	\$272,638.40	\$0.85	\$289,678.30
17	CRACK SEAL - NON-ROUTED	LF	222399	\$0.73	\$162,351.27	\$0.80	\$177,919.20	\$0.78	\$173,471.22
18	BITUMINOUS SEAL OIL, CRS-2P	GAL	252510	\$2.75	\$694,402.50	\$2.26	\$570,672.60	\$2.75	\$694,402.50
19	COVER COAT AGGREGATE, CLASS 41M	SY	601211	\$1.25	\$751,513.75	\$1.15	\$691,392.65	\$1.04	\$625,259.44
20	BLOTTER SAND, CLASS 44	TON	5	\$20.00	\$100.00	\$0.01	\$0.05	\$5.00	\$25.00
21	FOG SEAL, CSS-1H (DILUTED 50/50)	GAL	60123	\$2.50	\$150,307.50	\$1.42	\$85,374.66	\$4.25	\$255,522.75
22	CURB AND GUTTER	LF	300	\$115.00	\$34,500.00	\$100.00	\$30,000.00	\$94.00	\$28,200.00
23	EPOXY PVMT MK 4 IN LINE-GROOVED (WHITE)	LF	19224	\$1.45	\$27,874.80	\$2.03	\$39,024.72	\$2.00	\$38,448.00
24	EPOXY PVMT MK 4 IN LINE-GROOVED (YELLOW)	LF	29230	\$1.45	\$42,383.50	\$2.03	\$59,336.90	\$2.00	\$58,460.00
25	EPOXY PVMT MK 8 IN LINE-GROOVED (WHITE)	LF	1632	\$2.90	\$4,732.80	\$4.05	\$6,609.60	\$4.00	\$6,528.00
26	EPOXY PVMT MK MESSAGE -GROOVED	SF	694	\$28.00	\$19,432.00	\$62.00	\$43,028.00	\$62.00	\$43,028.00
27	SHORT TERM 4 IN LINE-TYPE NR (WHITE)	LF	42207	\$0.45	\$18,993.15	\$0.55	\$23,213.85	\$0.53	\$22,369.71
28	SHORT TERM 4 IN LINE-TYPE NR (YELLOW)	LF	79839	\$0.45	\$35,927.55	\$0.55	\$43,911.45	\$0.53	\$42,314.67
29	SHORT TERM 8 IN LINE-TYPE NR (WHITE)	LF	4527	\$0.90	\$4,074.30	\$1.05	\$4,753.35	\$1.05	\$4,753.35
30	SHORT TERM MESSAGE-TYPE NR	SF	996	\$7.50	\$7,470.00	\$8.23	\$8,197.08	\$8.30	\$8,266.80
31	SEEDING (HYDRO-MULCH)	SY	25	\$23.00	\$575.00	\$45.00	\$1,125.00	\$40.00	\$1,000.00
32	THERMOPLASTIC PVMT MK 6 IN LINE-GROOVED (WHITE)	LF	2986	\$8.75	\$26,127.50	\$9.98	\$29,800.28	\$9.85	\$29,412.10
33	THERMOPLASTIC PVMT MK 24 IN LINE-GROOVED (WHITE)	LF	1990	\$43.00	\$85,570.00	\$59.00	\$117,410.00	\$53.00	\$105,470.00
34	THERMOPLASTIC PVMT MK MESSAGE GROOVED	SF	205	\$23.00	\$4,715.00	\$46.00	\$9,430.00	\$47.00	\$9,635.00
35	1.5" HMA MILL & FILL - SUPERPAVE FAA 43	SF	2100	\$11.25	\$23,625.00	\$13.50	\$28,350.00	\$13.00	\$27,300.00
Base Bid Total:					\$3,195,320.06		\$2,986,234.51		\$3,321,020.48



TO: Mayor Tom Ross
Members of the City Council

FROM: Emily Huettl, PE – Assistant City Engineer

DATE: February 20, 2024

SUBJECT: 2024 MICROSURFACING – AWARD OF BID (4804)

I. RECOMMENDED ACTION

1. Award the bid for the 2024 Microsurfacing to the low bidder, Asphalt Surface Technologies Corp. in the amount of \$846,361.37.
2. Authorize the Mayor to sign the Agreement.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer (701) 857-4100
Emily Huettl, Assistant City Engineer (701) 857-4100

III. DESCRIPTION

A. Background

This is an annual maintenance project to prolong the lifetime of a road. This type of treatment is best used on roads that are in moderate to good condition, specifically to seal minor cracks and fill in wheel ruts and other irregularities of the road surface. This treatment will also make a ride smoother and safer overall.

The \$8 million Street Maintenance budget will be split between this microsurfacing project, the street seal project, the street patching project, and the street improvement project.

B. Proposed Project

This year's project includes 3 areas of work. The areas are summarized below and shown on the attached plan sheet.

Area	Description/Location
1	16 th St NW, from 11 th Ave NW to 21 st Ave NW
2	16 th St NW, from 30 th Ave NW to 36 th Ave NW
3	Front St + E Burdick Expwy, from 1 st St SW to Valley St

Consultant Selection

On Tuesday, March 13, 2023 at 11:00 am, bids were opened for the 2024 Microsurfacing project. Below and attached is a bid tabulation summary that shows the bid comparisons as they relate to the engineer's estimate:

BID TABULATION Tuesday, 2/13/2024, 11:00 AM			
2024 Microsurfacing City Project #4804			
Engineers Estimate: \$707,912.40			
Bidder	Bid Bond	Contractor License	Total Bid
Asphalt Surface Technologies Corp.	x	x	\$846,361.37

It is recommended that the project be awarded to Asphalt Surface Technologies Corp. with their low bid of \$846,361.37, which is 19.6% above the Engineer's Estimate.

IV. IMPACT:

A. Strategic Impact:

Overall maintenance of City streets and sidewalks ranked second overall in importance to residents in the 2021 City of Minot Community Survey.

B. Service/Delivery Impact:

This project will provide needed maintenance of existing infrastructure throughout the City to extend the life of the roadways. Some units include heavily traveled roadways. Traffic control and detour routes will be in place to manage traffic during construction.

C. Fiscal Impact:

The project will be paid for from the Street Improvements line item in the Engineering Department budget with budgeted funds from sales tax infrastructure fund and general fund revenue.

Project Costs

Contractor's Bid Price	\$ 846,361.37
Other Project Expenses	\$ 5,000.00
Total	\$ 851,361.37

Project Funding

Street Maintenance	\$ 8,000,000.00
Account No. 10038000-44508	

This budget also covers the street seal project, the street patching project, and the street improvement project.

V. CITY COUNCIL ASPIRATIONS

Resilient and Prepared – This project moves us in the right direction as we address our roadway maintenance backlog.

Excellent and Connected – This project directly addresses what residents have said they wanted to see, better roadway maintenance.

VI. ALTERNATIVES

1. Council could choose not to award the project, which would further delay needed roadway maintenance.

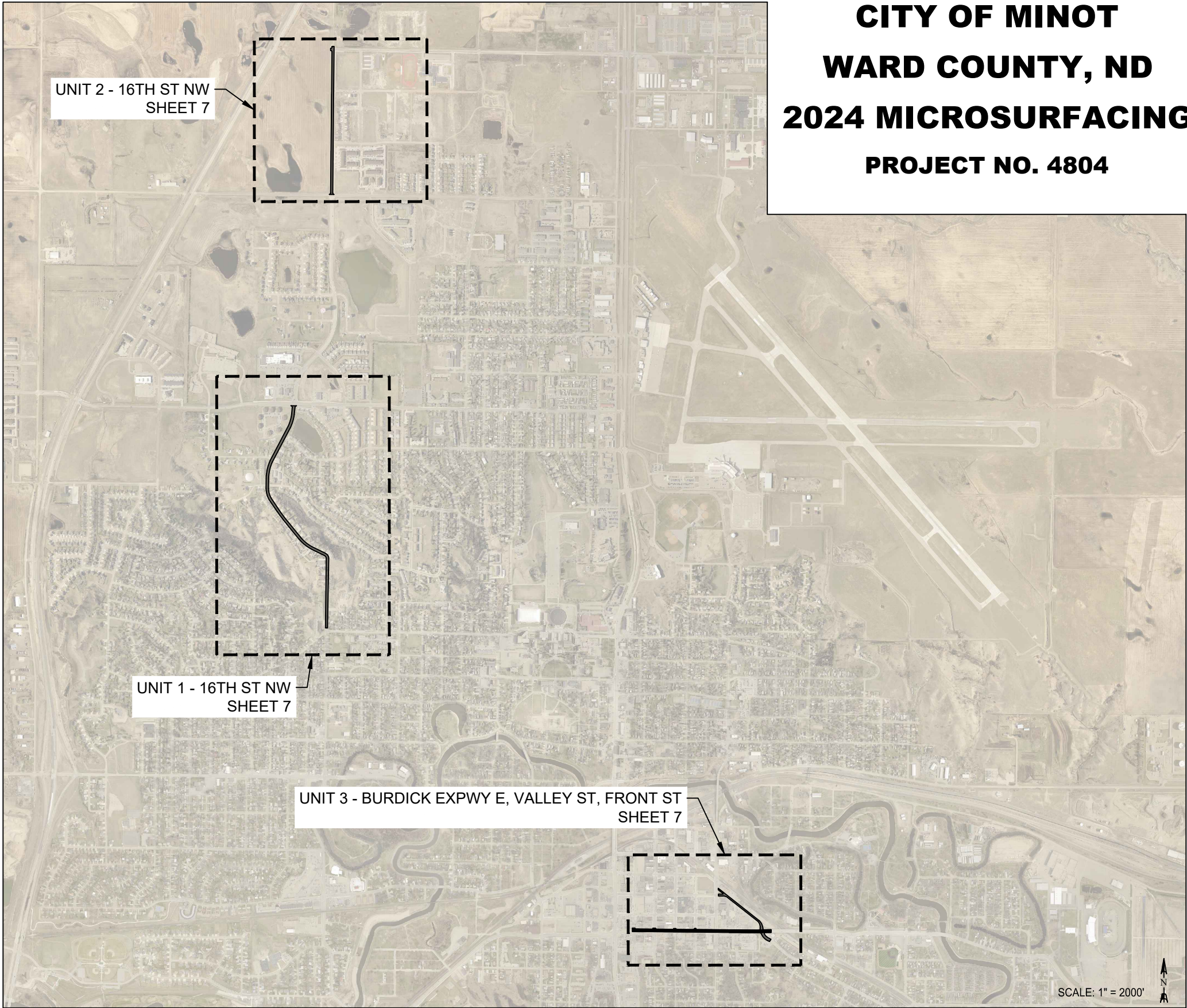
VII. TIME CONSTRAINTS

Approving the contract in a timely manner will allow the paperwork to be in place so construction may begin as soon as weather allows.

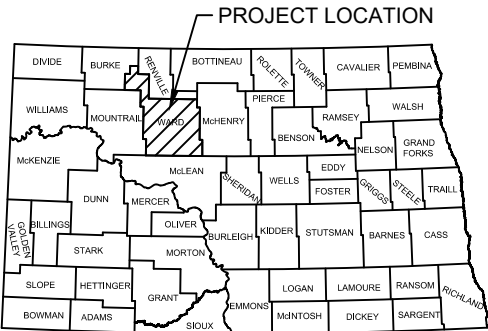
VIII. LIST OF ATTACHMENTS

- A. Scope of Work
- B. Bid Tab

P:\PROJECTS\4804 - 2024 Microsurfacing\Design\Plans\4804 - 2024 Microsurfacing.dwg-Cover-1/10/2024 2:41 PM (jesse.hoffart)



CITY OF MINOT
WARD COUNTY, ND
2024 MICROSURFACING
PROJECT NO. 4804



STATE OF NORTH DAKOTA

CITY HALL

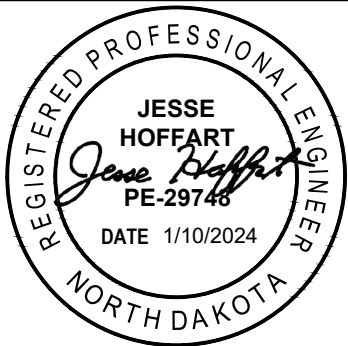
10 3RD AVE SW, MINOT, ND 58702

PUBLIC WORKS & ENGINEERING

1025 31ST ST SE, MINOT, ND 58701

SHEET INDEX

SHEET	DRAWING
1	COVER SHEET & INDEX
2	QUANTITIES & BASIS OF ESTIMATE
3-4	NOTES
5-6	DETAILS
7	SCOPE OF WORK SHEET
8-16	ENLARGED PLAN SHEETS
17-28	TRAFFIC CONTROL
29-33	PERMANENT PAVEMENT MARKINGS
34-38	TEMPORARY PAVEMENT MARKINGS
	NDDOT D-762-1 PAVEMENT MARKING MESSAGE DETAILS



I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of ND.

Lance Meyer
LANCE MEYER, P.E. CITY ENGINEER

PE-7121 1/10/2024
LIC. NO. DATE

City of Minot

2024 MICROSURFACING
COVER SHEET & INDEX

Surveyed by	MK
Drawn by	AR
Designed by	MK & JH
Date	01/10/2024
Project No.	4804

SHEET
1 OF 38

2024 Microsurfacing (#8915565)
Owner: Minot ND, City of
Solicitor: Minot ND, City of
02/13/2024 11:00 AM CST

Line Item	Item Description	UofM	Quantity	Engineer Estimate		Asphalt Surface Technologies Corp.	
				Unit Price	Extension	Unit Price	Extension
					\$707,912.40		\$846,361.37
1	CONTRACT BOND	LS	1	\$20,000.00	\$20,000.00	\$2,700.00	\$2,700.00
2	MOBILIZATION - UNIT 1	LS	1	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00
3	MOBILIZATION - UNIT 2	LS	1	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00
4	MOBILIZATION - UNIT 3	LS	1	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00
5	TRAFFIC CONTROL - UNIT 1 - TYPE 2	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
6	TRAFFIC CONTROL - UNIT 2 - TYPE 2	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
7	TRAFFIC CONTROL - UNIT 3 - TYPE 2	LS	1	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
8	REMOVE CURB & GUTTER	LF	330	\$16.50	\$5,445.00	\$44.00	\$14,520.00
9	OBLITERATE PAVEMENT MARKINGS	SF	750	\$1.75	\$1,312.50	\$2.47	\$1,852.50
10	ADJUST CASTING	EA	19	\$825.00	\$15,675.00	\$825.00	\$15,675.00
11	ADJUST GATE VALVE BOX	EA	11	\$440.00	\$4,840.00	\$275.00	\$3,025.00
12	REPLACE CASTING - MANHOLE	EA	5	\$2,000.00	\$10,000.00	\$1,540.00	\$7,700.00
13	REPLACE VALVE BOX TOP SECTION	EA	8	\$3,000.00	\$24,000.00	\$1,320.00	\$10,560.00
14	TOPSOIL - IMPORT	CY	20	\$62.50	\$1,250.00	\$121.00	\$2,420.00
15	AGGREGATE BASE - CLASS 5	TN	95	\$65.00	\$6,175.00	\$66.00	\$6,270.00
16	HMA FULL DEPTH PATCH	SF	7424	\$8.75	\$64,960.00	\$9.00	\$66,816.00
17	CONCRETE CURB & GUTTER	LF	330	\$75.00	\$24,750.00	\$91.30	\$30,129.00
18	EPOXY PVMT MK 4IN LINE - WHITE (GROOVED)	LF	830	\$1.10	\$913.00	\$2.04	\$1,693.20
19	EPOXY PVMT MK 4IN LINE - YELLOW (GROOVED)	LF	15505	\$1.10	\$17,055.50	\$2.04	\$31,630.20
20	EPOXY PVMT MK 8IN LINE - WHITE (GROOVED)	LF	790	\$2.20	\$1,738.00	\$3.38	\$2,670.20
21	EPOXY PVMT MK - MESSAGE (GROOVED)	SF	353	\$19.00	\$6,707.00	\$65.90	\$23,262.70
22	SHORT TERM 4IN LINE - TYPE NR WHITE	LF	1660	\$0.20	\$332.00	\$0.54	\$896.40
23	SHORT TERM 4IN LINE - TYPE NR YELLOW	LF	21020	\$0.20	\$4,204.00	\$0.54	\$11,350.80
24	SHORT TERM 8IN LINE - TYPE NR WHITE	LF	1179	\$0.40	\$471.60	\$1.05	\$1,237.95
25	SHORT TERM MESSAGE-TYPE NR	SF	180	\$1.20	\$216.00	\$8.25	\$1,485.00
26	SEEDING (HYDROMULCH)	SY	38	\$6.50	\$247.00	\$45.00	\$1,710.00
27	MICRO-MILL	SY	52865	\$1.25	\$66,081.25	\$3.25	\$171,811.25
28	THERMOPLASTIC PVMT MK 6 IN LINE - WHITE (GROOVED)	LF	777	\$50.00	\$38,850.00	\$9.80	\$7,614.60
29	THERMOPLASTIC PVMT MK 24 IN LINE - WHITE (GROOVED)	LF	400	\$45.00	\$18,000.00	\$53.00	\$21,200.00
30	THERMOPLASTIC PVMT MK MESSAGE (GROOVED)	SF	42	\$24.00	\$1,008.00	\$47.00	\$1,974.00
31	AGGREGATE FOR MICROSURFACING, TYPE III SCRATCH COURSE	TON	395.4	\$125.00	\$49,425.00	\$145.00	\$57,333.00
32	AGGREGATE FOR MICROSURFACING, TYPE III WEAR COURSE	TON	528.6	\$125.00	\$66,075.00	\$145.00	\$76,647.00
33	ASPHALT EMULSION FOR MICROSURFACING	GAL	29595.9	\$4.50	\$133,181.55	\$3.52	\$104,177.57
Base Bid Total:					\$707,912.40		\$846,361.37



TO: Mayor Tom Ross
Members of the City Council

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

DATE: February 20, 2024

SUBJECT: **CITYWORKS AND GIS SUPPORT CONTRACT (4705)**

I. RECOMMENDED ACTION

1. Recommend council approve the contract amendment with Timmons Group and authorize the Mayor to sign the contract amendment.
2. Recommend council approve the budget amendment on first reading.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	701-857-4100
Emily Huettl, Assistant City Engineer	701-857-4100

III. DESCRIPTION

A. Background

In the 2022 budget, council approved funding to support any needed GIS and Cityworks contract work and the City entered into a support contract with Timmons Group. Additional funding for support was budgeted in 2023 but never used so it reverted back to the General Fund. Funding is also included in the 2024 budget.

B. Proposed Project

In January 2024 we had several issues arise with our GIS server. This took our GIS maps offline for several days, which affects not only our public maps but also our online permitting and our asset management software. We are still trouble shooting to get everything 100% operational. We will need our support consultant to make some changes for us to prevent this from happening again in the future.

Also in January 2024, we received notification from one of our software vendors that we were using an older, unsupported version and that we would need to either upgrade or pay an additional support fee. After meeting with the software reps and our IT staff it was determined that the best path forward would be to pay the support fee for this year and plan for the upgrade in 2025. The software, OnBase by Hylands, is our plan review software integrated into Cityworks.

These two new issues in January could expend a large portion of 2024 budget very early in the year. To ensure that we have the support needed to continue to keep our GIS and Cityworks systems running optimally throughout the year, we are asking for a budget amendment to move last year's budget savings from the General Fund into the 2024 budget.

C. Consultant Selection

Staff selected Timmons Group due to their direct knowledge of the City's GIS and Cityworks environments.

IV. IMPACT:

A. Strategic Impact:

The city's GIS is an important data communication tool. Staff and citizens use the GIS everyday to obtain information about city services, infrastructure, and mapping.

B. Service/Delivery Impact:

The contract will allow on demand support for GIS infrastructure issues, enhancements, and data connections with Cityworks. The continued Cityworks support will be necessary as we continue to expand upon our online permitting and licensing rollout and continue our use of the asset management software.

C. Fiscal Impact:

The support contract is an hourly rate not to exceed the funding cap.

Project Costs

\$ 3,105.77

Hylands Software Support Fee

\$ 40,000.00

Timmons Support Contract CO #1

Project Funding

\$ 4,341.00

BA to utilize 2023 unspent funds 10019000-44350

\$ 25,659.00

BA to utilize 2023 unspent funds 10038000-43040

\$ 14,341.00

2024 Budgeted Funds 10038000-43040

V. CITY COUNCIL ASPIRATIONS

This contract best represents Excellent and Connected as our GIS data is an important information hub for the community.

VI. ALTERNATIVES

The council could choose not to move forward with the contract or budget amendment. There are certain issues that can arise with database connections that our staff does not know how to troubleshoot, which can leave our GIS inoperable and certain portions of Cityworks that staff cannot modify on their own.

VII. TIME CONSTRAINTS

The last support contract is now out of funding, so having the new contract in place will allow for continued service. The Hylands invoice is due next month. Staff requests council approve as soon as possible.

VIII. LIST OF ATTACHMENTS

- A. Letter of Agreement with Timmons Group – Change Order #1
- B. Hyland Invoice
- C. Budget Amendment



CHANGE ORDER # 001

Client: City of Minot, ND	Date: 2/13/2024
Project Minot – Cityworks/GIS Support	
Timmons Group Job Number 55424	Minot Project Number 4705
Client Contact: Emily Huettl Assistant City Engineer	Timmons Group Contact: Ron Butcher Director
Client Project Manager: Emily Huettl Assistant City Engineer	Timmons Group Project Manager: Greg Stephenson Project Manager

Scope of Work:

The purpose of this change order is to add an additional \$40,000 to provide Cityworks and GIS support services to the City of Minot, ND. These hours will be added to a new project phase.

Cost (fixed price, hourly rate, etc.)

The current contract cost will be impacted as follows and will be invoiced monthly as hours are used.

Professional Services:	Hours	Dollars
Cityworks/GIS support	250 (\$160/hour)	\$40,000.00
Total Project Costs	250	\$40,000.00

Acknowledged and accepted:

Client

Print Name

Signature

Date

Timmons Group Principal

Print Name

Signature

Date



Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
United States of America

MAINTENANCE INVOICE LE01-331394

BILL TO City of Minot, ND
515 2nd Ave SW
PO Box 5006
Minot, ND 58702-5006
United States of America

SHIP TO City of Minot, ND
515 2nd Ave SW
PO Box 5006
Minot, ND 58702-5006
United States of America

INVOICE DATE	12/18/2023
QUOTE NUMBER	Q-267434
PAYMENT TERMS	Net 30
DUE DATE	03/31/2024
BILL TO CUSTOMER NO.	36561
FEDERAL TAX ID	34-1699247

CUSTOMER NO.	Customer Name
36561	City of Minot, ND

Billing Period: 04/01/2024 - 03/31/2025

	Description	Quantity	Unit Price	Extended Price
1	Maintenance Fees Product: OnBase	1.00	12,423.10	12,423.10
2	Extended Support Fee	1.00	3,105.77	3,105.77

Electronic Remittance Information	
Mail Checks to: Hyland Software, Inc. PO Box 846261 Dallas, TX 75284-6261	Wire/ACH Payments: Bank Name: Bank of America SWIFT BOFAUS3N Account No: 8670616576 ACH Routing No 071000039 Wire Routing No 026009593 CHIPS No 0959 Branch Code: 071000039 Account Name: Hyland Software, Inc.
Overnight Address: Bank of America Lockbox Services Lockbox 846261 1950 N. Stemmons Freeway Suite 5010 Dallas, TX 75207	

Subtotal	15,528.87 USD
Tax	0.00 USD
Total Invoice Amount	15,528.87 USD
Balance Due	15,528.87 USD
<i>Amount Due After 03/31/2024*</i>	<i>17,081.76 USD</i>

For billing inquiries, please email maintenance@hyland.com.
For payment inquiries, please email accountsreceivable@hyland.com.

We encourage our customers to utilize our instant payment option via credit card to save time and eliminate hassle. Let us know if you'd like to take advantage of this option and we can create your account on our [payment portal](#) today.

This is a quote for your maintenance renewal. To receive an invoice, send a purchase order to purchaseorders@onbase.com and maintenance@onbase.com.

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email accountsreceivable@hyland.com. To continue maintenance coverage, please process this invoice for payment.

*A 10% reinstatement fee will be charged for maintenance fees received after the due date.

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Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
ENGINEERING CONSULTANT EXPENDITURES AND THE INFORMATION
TECHNOLOGY MAINTENANCE AND REPAIR AGREEMENTS EXPENDITURES
AND APPROVE THE USE OF GENERAL FUND CASH RESERVES.**

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

- §1: An ordinance amending the 2024 annual budget to increase the engineering consultant expenditures and the information technology maintenance and repair agreements expenditures, using general fund reserves:

10038000-43040		\$25,659
10019000-44350		4,341

:

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Lance Meyer, PE, City Engineer

DATE: February 20, 2024

SUBJECT: EDISON SAFE ROUTES TO SCHOOL ENGINEERING SELECTION (4667)

I. RECOMMENDED ACTION

1. Recommend council select Moore Engineering as the most qualified consultant
2. Authorize the City Engineer to negotiate a scope and fee
3. Authorize the Mayor to sign the contract

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
Stephen Joersz, Traffic Engineer	857-4100

III. DESCRIPTION

A. Background

In August of 2022, and with approval by the City Council, the City of Minot applied for Transportation Alternative funds to provide safe routes to Edison elementary by constructing a pedestrian pathway along 9th Street SW, 10th Street SW, and on 16th Ave SW. This connection will promote and improve the ability for elementary students to walk and bicycle to and from school. Furthermore, the construction of the sidewalks will enhance overall pedestrian traffic in the vicinity with the new walks, curb ramps and crosswalks being ADA compliant with current standards.

B. Proposed Project

A selection committee comprised of the city engineer, engineering project manager, project civil engineer, traffic engineer, and Alderman Jantzer review submitted qualifications and listened to interviews for the project.

Based on the interview score, the selection committee unanimously selected Moore Engineering as the most qualified firm for this project.

C. Consultant Selection

Moore Engineering was selected using a qualifications based selection process.

IV. IMPACT:

A. Strategic Impact:

Pedestrian safety, especially around schools and civic buildings, is a priority for the City. Installing safe routes to school has been a city initiative for many years.

B. Service/Delivery Impact:

During construction, minor impacts from construction will be experienced. The impacts should be minor and will be coordinated with property owners.

C. Fiscal Impact:

The scope and fee will be negotiated based on the city's engineering fee policy. Funds for consultant engineering were placed in the 2024 budget.

V. CITY COUNCIL ASPIRATIONS

Safe & Welcoming – This project is meant to provide a safe pedestrian pathway to school for children in our community, as well as for any other residents that wish to use the pathway. Any pedestrians in these areas will be able to use the pathway instead of walking on the street.

VI. ALTERNATIVES

Alt 1. The City Council could select a different consultant. A finding would need to be identified to justify the selection of a different consultant.

Alt 2. The City council could reject all solicitations and re-advertise for a consultant.

VII. TIME CONSTRAINTS

Approving the selection in a timely manner allows staff to negotiate a scope and fee and establish a contract before construction begins.

VIII. LIST OF ATTACHMENTS

A. N/A



TO: Mayor
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: February 20, 2024

SUBJECT: **Contract Attorney for Urban Redevelopment and Public Infrastructure Projects, Kate Johnson and Jay Lindgren, Dorsey & Whitney**

I. RECOMMENDED ACTION

City Council should consider retaining Kate Johnson and Jay Lindgren with Dorsey & Whitney to assist the City of Minot with urban redevelopment and public infrastructure projects and authorize the Mayor to sign the attached engagement letter.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney

III. DESCRIPTION

A. Background

The City Council and City Manager indicated that they wanted to retain outside counsel to assist with urban redevelopment and public infrastructure projects.

B. Proposed Project

It is contemplated that this contract will be made available when the City is seeking to solve complex land use, real estate development, urban redevelopment, and infrastructure issues.

C. Consultant Selection

Dorsey & Whitney is a large, Minneapolis based law firm with extensive experience with innovative finance and regulatory strategies for urban redevelopment and public infrastructure projects. Kate Johnson with Dorsey & Whitney assisted the City of Minot with its litigation concerning Cypress Development, and she along with her colleague Jay Lindgren are willing and available to assist the City with these projects.

IV. IMPACT:

A. Strategic Impact:

Urban Redevelopment and Public Infrastructure Projects can be time consuming and very detail oriented. Bringing in experts in this field will help city staff move forward with these projects quickly and confidently.

B. Service/Delivery Impact:

See paragraph A

C. Fiscal Impact:

Without knowing how many potential development agreements the City will need Dorsey & Whitney to work on over any period of time, the costs associated will have to be

addressed on a case-by-case basis. A budget amendment may be necessary with some situations, and in other situations, the Developer may be agreeable to reimbursing the City's attorney's fees.

Project Costs

Kate Johnson	\$710/hour
Jay Lindgren	\$895/hour
Grant Turpin	\$630/hour

Project Funding

Some items may require a budget amendment, others the Developer may be responsible to reimburse.

V. CITY COUNCIL ASPIRATIONS

Approving this item aligns with the City Council's 'resilient and prepared' aspiration.

VI. ALTERNATIVES

- A. The City Council could decline to approve this item, which would result in the City Attorney Office continuing to handle these matters.
- B. The City Council could direct the City Attorney's Office contact other law offices for additional quotes for services;
- C. The City Council could direct the City Attorney's Office to draft and advertise a Request for Qualifications seeking proposals from law offices interested in providing these services to the City.

VII. TIME CONSTRAINTS

Timely approval will allow Dorsey & Whitney to begin rendering services pertaining to the Central Parking Ramp proposal.

VIII. LIST OF ATTACHMENTS

- A. City of Minot Engagement Letter

February 13, 2024

VIA E-MAIL

Harold Stewart
City Manager
City of Minot
515 Second Avenue SW
Minot, ND 58701

Stefanie Stalheim
City Attorney
City of Minot
515 Second Avenue SW
Minot, ND 58701

Re: Engagement regarding Edgewood Real Estate Investment Trust

Dear Mr. Stewart and Ms. Stalheim:

Thank you for asking Dorsey & Whitney LLP (the "Firm") to represent and advise the City of Minot. Because clear and timely communication is important for serving clients well, we want to begin by stating mutual understandings about services and charges.

Services. We will provide legal services for the City of Minot regarding Edgewood Real Estate Investment Trust. It is mutually understood that these services are solely for the benefit of City of Minot.

Fees, Disbursements and Billing. Our fees are ordinarily based primarily on our usual and customary hourly rates and minimum increments. My current hourly rate is \$710. My partner Jay Lindgren will be primarily responsible for this matter and his current hourly rate is \$895; he may be assisted by other attorneys, including Grant Turpin, whose current hourly rate is \$630. Our hourly rates are subject to adjustment from time to time, usually in October. Our fees may also be affected by factors such as the amount involved in the representation, unusual time constraints, use of prior work product, and overall value of the services. Although on client request we may attempt to estimate the fees for an engagement, legal representations often involve variables that make it difficult or impossible to estimate fees accurately.

Disbursements for certain items, such as filing fees and travel expenses are usually advanced by us, then billed to clients. We sometimes ask providers, such as court reporters or expert witnesses, to submit certain substantial charges directly to clients.

We will submit monthly statements, describing services performed, and stating fees and other charges. Payment by the City of Minot will be due within 30 days.

Other Representations. We request that a signed copy of this letter be returned to indicate agreement that while this Firm is representing the City of Minot, (1) the Firm may represent other clients who may be adverse to the City of Minot in unrelated matters; and (2) the Firm may represent other parties who may be adverse to the City of Minot in this matter in unrelated matters. These agreements are made on the following understandings. First, the

Harold Stewart
February 13, 2024
Page 2

Firm will not use confidential client information against a client. Second, the Firm will not represent a party adverse to a client on a subject matter substantially related to the subject matter of the Firm's representation of that client. Third, while the Firm represents a client the Firm will not undertake litigation in which the client is a directly adverse party. Fourth, the Firm lawyer(s) personally involved in representing a client will not personally be involved in representing parties adverse to that client, without the client's specific consent.

Completing Our Services. We intend and expect to complete our services to your satisfaction. However, we will withdraw from representation upon client request. We may also withdraw in the manner and for the reasons provided by judicial and professional rules, such as if our fees are not paid timely. At the conclusion of representation, a client may request a copy of any client files or papers to which the client is entitled, for which we may charge a reasonable fee for the cost of gathering and/or producing electronic documents.

File Retention and Destruction. The Firm's policy is to upon request deliver to clients during or promptly following the completion of a particular matter all original documents and materials the client has provided to us, and all materials prepared as a part of the representation that are necessary for the client to have. Extra copies of documents or other duplicative materials are likely to be discarded when the file is closed. The Firm retains the remaining file for ten years, but does not provide additional notice of its destruction.

Please sign a copy of this letter and return a copy of the signed letter to my attention, keeping the original for your file. Acceptance of our legal services entails acceptance of the terms of this letter.

We greatly appreciate the opportunity to be of service. If there are any questions about our services, or the fee and billing arrangements, please call me.

Very truly yours,

DORSEY & WHITNEY LLP

/s/ Kate Johnson

Kate Johnson

KJ:lit



Harold Stewart
February 13, 2024
Page 3

The arrangements stated above are hereby agreed to.

CITY OF MINOT

By: _____

Its: _____

Dated: _____



TO: Mayor
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: February 20, 2024

SUBJECT: **Contract Attorney, Storm Sewer District 121
Swanson & Warcup, Ltd.**

I. RECOMMENDED ACTION

Approve contract with Swanson & Warcup, Ltd. for eminent domain legal services related to completion of Storm Sewer District 121, and authorize the Mayor to sign the attached contract.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer
Stefanie Stalheim, City Attorney

III. DESCRIPTION

A. Background

Storm Sewer District 121 follows Puppy Dog Coulee, located generally in the area of 16th Street SW and 10th Street SW, through and around the Dakota Square Mall. The project is aimed to improve flooding conditions on 16th street and through the mall area during 10-year storm events, and neighborhood flooding for several homes and businesses impacted on 25-year storm events and larger. The improvements will replace some 40+ year old storm sewer pipes that are aging and at risk of collapse, which in turn will increase transportation access since 16th street is a primary north/south arterial to SW Minot and a primary emergency route to Trinity Hospital.

B. Proposed Project

The project for the most part is moving along smoothly. The City and its engineers are in the process of securing temporary and permanent easements for the project. Most property owners understand the need for the infrastructure improvements and negotiate freely with the City, but one property owner has secured counsel and has remitted a demand to the City for over a million dollars in exchange for the necessary easements.

C. Consultant Selection

Swanson & Warcup has assisted the City with property acquisitions for flood control for the past decade. They are familiar with the City and its policies and procedures in relation to property acquisitions; have successfully represented the City in property acquisitions, inverse commendation proceedings, and eminent domain proceedings; and are willing to assist with property acquisitions for this Project at their regular City of Minot rate.

IV. IMPACT:

A. Strategic Impact:

Retaining Swanson & Warcup to assist with these proceedings will hopefully help the City continue to advance the Storm Sewer District 121 project at a reasonable pace.

B. Service/Delivery Impact:

See paragraph A

C. Fiscal Impact:

The City has budgeted funding for this project through the use of ARPA funds and City Storm Sewer Development funding. Attorney fees will be paid from City Storm Sewer Development Funding.

Project Costs

Attorney	\$290/hr.
Paralegal	\$200/hr.
Research Assistant	\$135/hr.
Clerical Service	\$125/hr.

Project Funding

Storm Sewer Development Fund

V. CITY COUNCIL ASPIRATIONS

Approving this item aligns with the City Council's 'resilient and prepared' aspiration.

VI. ALTERNATIVES

- A. The City Council could decline to approve this item, which would result in the City Attorney Office staff handling this matter and any litigation stemming therefrom – which would delay other matters delegated to our office;
- B. The City Council could direct the City Attorney's Office contact other law offices for additional quotes for services;
- C. The City Council could direct the City Attorney's Office to draft and advertise a Request for Qualifications seeking proposals from law offices interested in providing these services to the City.

VII. TIME CONSTRAINTS

Timely approval will allow Swanson & Warcup to begin reviewing the file and commencing engagement with appropriate property owners to keep the project moving forward. Delay in approval will result in delays in a response and potential delay of the project.

VIII. LIST OF ATTACHMENTS

- A. Contract for Legal Services 021324

CONTRACT FOR THE PROVISION OF EMINENT DOMAIN LEGAL SERVICES
BETWEEN THE CITY OF MINOT, NORTH DAKOTA, AND SWANSON AND WARCUP,
LTD., GRAND FORKS, NORTH DAKOTA

This Contract is made and entered into by and between the **City of Minot**, a North Dakota municipal corporation, whose principal address is P.O. Box 500, 515 Second Avenue SW, Minot, ND 58702-5006 (the "City"), and the law firm of **Swanson & Warcup, Ltd.**, a North Dakota professional corporation, whose principal address is 1397 Library Circle, Suite 202, Grand Forks, ND 58201.

RECITALS

WHEREAS, the City of Minot, North Dakota, is in the process of designing and constructing a project to install, reconstruct, and repair a stormwater system within the City of Minot;

WHEREAS, the City is seeking to obtain legal services for eminent domain proceedings in conjunction with the construction, installation, reconstruction, and repair of a stormwater project;

WHEREAS, Swanson & Warcup, Ltd. is a law firm in good standing and practicing law in North Dakota. Swanson & Warcup, Ltd. possesses experienced and qualified personnel to provide legal services to the City of Minot, North Dakota, for eminent domain proceedings.

NOW, THEREFORE, the City of Minot and Swanson & Warcup, Ltd., in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. **Employment of Attorneys.** The City of Minot retains and employs Swanson & Warcup, Ltd. to act as legal counsel for the benefit of the City of Minot, North Dakota, with respect to eminent domain proceedings for properties to be acquired for construction, installation, reconstruction, and repair of a stormwater system.
2. **Services for the Benefit of the City of Minot.** It is intended and agreed by and between the parties that the purpose and benefit of this Contract for the Provision of Eminent Domain Legal Services is intended for the City of Minot, a North Dakota municipal corporation. It is further understood and agreed that the attorney/client relationship, including all attorney/client privileged communications, is created by and between Swanson & Warcup, Ltd. and the City of Minot.
3. **Scope of Services.** Swanson & Warcup, Ltd. will provide services to or on behalf of the City of Minot, North Dakota, as summarized in Exhibit "A" of this Contract. John Warcup will be recognized as a Special Assistant City Attorney.
4. **Fees.** Except as may otherwise be provided herein, the City of Minot agrees to pay Swanson & Warcup, Ltd. for all services provided under this Contract at the rates detailed in Exhibit "B" to this Contract.

5. **Compensation.** For and in consideration of the Services rendered by Swanson & Warcup, Ltd., and subject to the agreement amount and rate schedule provisions of Exhibit "B," the City shall pay Swanson & Warcup, Ltd. for its services completed in the scope of this Contract as detailed in Exhibit "A."
6. **Other Charges and Costs.** Swanson & Warcup, Ltd. will incur various costs and expenses in rendering the legal services required under this Contract, which shall be reimbursable by the City in the following manner and amounts:

Per diem meals will be billed at \$35.00 daily. Mileage will be billed at the applicable IRS rate. Except as otherwise provided herein, any expenses incurred for retaining additional consultants or professionals will be billed at actual cost.
7. **Billing.** Swanson & Warcup, Ltd. shall prepare a monthly statement for fees, costs, and expenses incurred. Such statements shall indicate the basis of the fees, including a brief description of the activities, hours worked, and hourly rates. Reimbursable costs and expenses shall be separately itemized.
8. **Subcontracting or Assignment.** The experience, knowledge, capability, and reputation of Swanson & Warcup, Ltd., its partners, associates, and employees were substantial factors for the City to enter into the Contract. Therefore, Swanson & Warcup, Ltd. shall not contract with other people or entities to perform, in whole or part, legal services required under this Contract without the written approval of the City, except as otherwise provided herein. Except for abstract preparation or updating, title insurance, and escrow services, no other professional or legal services to be provided under this Contract shall be transferred, assigned, or subcontracted without the prior written approval of the City.
9. **Insurance.** Swanson & Warcup, Ltd. agrees to have and keep in force during the term of this Contract and for one (1) year following the termination of the services under this Contract, insurance covering the attorney's professional errors, omissions, or negligent acts with limits not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate. Swanson & Warcup, Ltd. shall be responsible for all premiums and deductibles on such insurance. Prior to the commencement of performance, Swanson & Warcup, Ltd. shall provide a certificate of insurance evidencing the aforementioned coverage.
10. **Indemnification.** Swanson & Warcup, Ltd. agrees to indemnify the City and its officers and employees against and will hold and save each of them harmless from any and all actions, suits, claims, damages to persons or property losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Swanson & Warcup, Ltd., its officers and/or employees arising from fault, acts or omissions of Swanson & Warcup, Ltd. or arising from Swanson & Warcup, Ltd.'s performance of or failure to perform any term, provision, covenant or condition

of the Contract. It is further agreed and understood by and between the parties that such indemnification does not extend to the fault, negligence, or willful misconduct of persons other than the officers and/or employees of Swanson & Warcup, Ltd.

11. **Notices.** Notices required pursuant to this Contract shall be given by personal service upon the party to be notified or by delivery of same into the custody of the United States Postal Service or its lawful successor, postage prepaid and addressed as follows:

Swanson & Warcup, Ltd.
Attn: John Warcup
1397 Library Circle, Suite 202
Grand Forks, ND 58201

City of Minot
Attn: Stefanie Stalheim, City Attorney
P.O. Box 5006
Minot, ND 58702-5006

Service of notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit in the United States Post Office shall be deemed to have been given three (3) consecutive business days following deposit of the same in custody of said postal service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person, which shall be substituted for that specified above.

12. **Conflicts of Interest.** Swanson & Warcup, Ltd. has no present or contemplated employment adverse to the City of Minot, North Dakota and agrees it shall not represent clients in litigation or non-litigation matters against the City of Minot, North Dakota. In the event of a conflict of interest arising in the representation of the City of Minot, North Dakota, Swanson & Warcup, Ltd. shall seek, where available, waivers from each client with regard to such representation or legal services. However, if real conflicts exist, Swanson & Warcup Ltd. will withdraw from representing both clients.
13. **Interpretation of Contract and Forum.** This Contract shall be construed and interpreted 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, the forum shall be the District Court, Ward County, North Dakota.

IN WITNESS WHEREOF, the parties have hereto executed this Contract.

SWANSON & WARCUP, LTD.

Date: _____ By: _____
John A. Warcup, Its Vice-President

CITY OF MINOT, NORTH DAKOTA

Date: _____ By: _____
Tom Ross, Its Mayor

EXHIBIT "A"
SCOPE OF SERVICES

This scope of services shall become effective upon City Council authorization to commence eminent domain proceedings pursuant to the CDBG-DR and CDBG-NDR Policies and Procedures for Involuntary Acquisitions under the flood buyout program.

1. Provide legal services to the City related to Eminent Domain matters.
2. Represent the City as Special Assistant City Attorney relating to Eminent Domain matters as may be necessary arising out of the construction, reconstruction, and repair of a stormwater system, including but not limited to the following:
 - a. Prepare and file with the District Court the Summons and Complaint,
 - b. Prepare and file all pleadings and motions in Eminent Domain matters, including the Final Order
 - c. Represent the City in all Eminent Domain pre-trial proceedings and discovery, including depositions, exchange of documents and interrogatories,
 - d. Represent the City in pre-Eminent Domain negotiations and Alternative Dispute Resolution proceedings, including mediation,
 - e. Retain for the City expert witnesses for all stages of Eminent Domain matters, including appraisers, engineers, and technical consultants,
 - f. Prepare for and conduct Eminent Domain trials, whether by jury or before a judge,
 - g. Prepare for and defend the City against landowner suits of inverse condemnation,
 - h. Represent the City in all post-trial Eminent Domain matters, including hearings for the award of landowner's attorney fees and costs,
 - i. Represent the City in all Eminent Domain appeals, including appeals to the Court of Appeals and the Supreme Court.
3. In all matters related to the foregoing legal services, the selected attorney and law firm agree that he/they shall not represent any person or entity whose interests are adverse to that of the City nor whose interests could cause a conflict of interest for the attorney or law firm.

EXHIBIT "B"
FEE SCHEDULE

Swanson & Warcup, Ltd. and the City of Minot agree to the following fee schedule:

Attorney	\$290/hr.
Paralegal	\$200/hr.
Research Assistant	\$135/hr.
Clerical Service	\$125/hr.



TO: Mayor Tom Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: February 20, 2024

SUBJECT: 16th ST CLOSURE SILL REPAIR – AWARD OF BID (3673A)

I. RECOMMENDED ACTION

1. Recommend council award the 16th St Closure Sill Repair project to Keller Paving and Landscaping, Inc in the amount of \$264,725.00.
2. Authorize the mayor to sign the construction contract.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 857-4140

III. DESCRIPTION

A. Background

Flood control features were built around the Minot Water Treatment Plant utilizing a hazard mitigation grant funded through FEMA and NDDDES in 2015-2017. This consisted of floodwalls, road closure structures, utility relocates and a new concrete street from Burdick to the river on 16th street.

B. Proposed Project

The sill or concrete base that the stop logs sit on has deteriorated to the point it would be difficult for stop logs to seal the closure from a flood event. The project will remove all of the deteriorating concrete and reconstruct the sill to ensure a smooth surface exists to seal the closure structure during a flood event.

C. Consultant Selection

Houston Engineering was selected through an RFQ process to provide design and construction services for flood control work.

IV. IMPACT:

A. Strategic Impact:

Proper operation of a flood control closure is vitally important. This repair ensures the closure will seal properly when installed during a flood event.

B. Service/Delivery Impact:

The repairs ensure flood preparedness.

C. Fiscal Impact:

<u>Project Costs</u>	
Engineering Costs	\$58,500
<u>Low Bid</u>	<u>\$264,725</u>
Total Project Cost	\$323,225

Project Funding

There is funding remaining in the 2023 Street Department Levee Maintenance budget to cover the costs of the engineering amendment.

There was an additional \$225,000 budgeted in the 2024 Flood Control Maintenance budget.

V. CITY COUNCIL ASPIRATIONS

This item achieves the aspirations of Resilient and Prepared.

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

1. Bid Review Letter

January 31, 2024

Jason Sorenson
Utilities Director
1025 31st St. SE
Minot, ND 58701

Subject: 16th Street Closure Repair Project Bid Review Letter
City Project No. 3673A
HEI Project No. 6027-0087

Dear Jason:

We have completed our review of the bids received for construction of the 16th Street Closure Repair project. Please find attached to this letter the bid tabulation for the two sealed bids that were received through the Quest vBid system and ready publicly on January 31, 2024 in a virtual meeting.

The two opened bids were evaluated for conformance with the bidding requirements as listed in the Instructions to Bidders and Bid Form. All of the bids received are summarized in the following table:

Contractor	Bid Total	Amount Greater Than Low Bid
Keller Paving & Landscaping, Inc. Minot, ND	\$ 264,725.00	\$ --
Strata Corporation Grand Forks, ND	\$ 397,540.00	\$ 132,815.00
ENGINEER'S OPCC	\$ 243,790.00	(\$ 20,935.00)

Keller Paving & Landscaping, Inc.

- 1) A valid 5% Bid Bond, Power of Attorney, Corporation Acknowledgement, and Acknowledgement of Surety were uploaded with the bid.
- 2) A valid ND Contractor's License was uploaded with the bid. The license expires on March 1, 2024, so Keller Paving will need to provide an updated license prior to starting the work.
- 3) Addendum #1 was acknowledged by Keller Paving as it's a requirement of the Quest vBid system prior to uploading a bid.
- 4) The Bid Form was properly executed and signed by Dean Keller.
- 5) A list of subcontractors and suppliers was also uploaded with the bid.

Strata Corporation

- 1) A valid 5% Bid Bond, Power of Attorney, Corporation Acknowledgement, and Acknowledgement of Surety were uploaded with the bid.
- 2) A valid ND Contractor's License was uploaded with the bid.
- 3) Addendum #1 was acknowledged by Strata Corporation as it's a requirement of the Quest vBid system prior to uploading a bid.
- 4) A list of subcontractors and suppliers was provided with the bid.
- 5) The Bid Form was properly executed.

Keller Paving's bid is approximately 50 percent lower than the bid submitted by Strata Corporation. The Keller Paving bid is approximately 8.5% higher than HEI's Opinion of Probably Construction Cost for the project. When comparing Keller's bid to the HEI OPCC, the traffic control price came in lower than expected but the concrete pavement removal was higher than expected. Additionally, the floodwall closure stem removal item and replacement item both came in higher than anticipated most likely due to the labor intensive process required of the work.

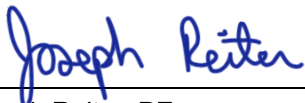
The basis for our award recommendation includes criteria for bidder "responsiveness" and "responsibility". Based on our bid review, and in accordance with Article 18 of the Instructions to Bidders, Keller Paving and Landscaping, Inc. of Minot, ND submitted the lowest responsive bid. Therefore, HEI recommends award of the contract to Keller Paving for the bid price of \$264,725.00. After concurrence of the contract award by the Minot City Council, Houston Engineering, Inc. will provide a completed Notice of Award for execution by Mayor Tom Ross followed by delivery to the Contractor with the agreement, bonds, and insurance documents for execution.

The Notice to Proceed will be discussed at the preconstruction conference, and issuance will be contingent upon the satisfactory completion and submission of the contract documents by the Contractor and the City's legal counsel review.

If you have any questions or require additional information, please contact me at (701) 852-7931 or by e-mail at jreiter@houstoneng.com.

Sincerely,

HOUSTON ENGINEERING, INC.



Joseph Reiter, PE
Project Engineer

BID TABULATION

City of Minot 16th Street Closure Repair Project

HEI Project 6027-0087

City of Minot Project No. 3673A

Engineer:

Houston Engineering, Inc.

3900 13th Avenue SE

Minot, ND 58701

Phone (701) 852-7931

Bid Opening: January 31, 2024

Time: 11:00 am

				Engineer's OPCC		Keller Paving & Landscaping, Inc.		Strata Corporation	
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Mobilization/Demobilization/Bonds/Insurance	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00	\$ 110,000.00	\$ 110,000.00
2	Temporary Traffic Control	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 21,700.00	\$ 21,700.00	\$ 36,500.00	\$ 36,500.00
3	Remove Concrete Pavement (All Thicknesses)	SY	146	\$ 30.00	\$ 4,380.00	\$ 150.00	\$ 21,900.00	\$ 240.00	\$ 35,040.00
4	Remove Concrete Curb and Gutter (All Types)	LF	27	\$ 30.00	\$ 810.00	\$ 50.00	\$ 1,350.00	\$ 100.00	\$ 2,700.00
5	Floodwall Closure Stem Removal	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 93,150.00	\$ 93,150.00	\$ 65,500.00	\$ 65,500.00
6	Floodwall Closure Stem Replacement	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 83,700.00	\$ 83,700.00	\$ 89,000.00	\$ 89,000.00
7	8" Concrete Pavement	SY	146	\$ 160.00	\$ 23,360.00	\$ 145.00	\$ 21,170.00	\$ 375.00	\$ 54,750.00
8	Type 1 Concrete Curb & Gutter	LF	27	\$ 120.00	\$ 3,240.00	\$ 65.00	\$ 1,755.00	\$ 150.00	\$ 4,050.00
BID SCHEDULE TOTAL					\$ 243,790.00		\$ 264,725.00		\$ 397,540.00



TO: Mayor Tom Ross
Members of the City Council

FROM: Jason Sorenson

DATE: February 20, 2024

SUBJECT: CITY OF MINOT EQUIPMENT RENTAL RATES 2024-2025

I. RECOMMENDED ACTION

1. Recommend council approve City of Minot equipment rental rates for 2024-2025.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 857-4140

III. DESCRIPTION

A. Background

Each year Public Works updates rental rates for equipment in the different departments. These rates are approved annually so an official rate structure is on file. These rates are used when work needs to be done for situations not created by the City, such as a private entity spilling oil or when another community needs assistance from specialized equipment owned by the City. These rates are also used for reimbursement for insurance claims or disaster assistance.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Project Costs

N/A

Project Funding

There is not a special funding stream for these activities. Equipment and manpower are paid out of normal department funds for these situations. Having the rates on file allows those funds to be reimbursed.

V. CITY COUNCIL ASPIRATIONS

This item meets the council aspiration of Resilient and Prepared

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

2024-2025 Equipment Rental Rates

CITY OF MINOT EQUIPMENT RENTAL RATES
March 1, 2024 - February 28, 2025

<u>ITEM</u>	<u>MACHINE</u> (Rate per hour)	<u>PERSONNEL</u> (Rate per hour)	<u>TOTAL</u> (Per hour)
Rubber Tire Backhoe w/1 Operator	110.00	75.00	\$185.00
Tractor w/Flail Mower w/1 Operator	55.00	70.00	\$125.00
Bucket Truck w/1 Operator	70.00	75.00	\$145.00
Tractor w/1 Operator	35.00	75.00	\$110.00
Small Loader w/1 Operator	99.00	70.00	\$169.00
Skid Steer Loader w/1 Operator	85.00	70.00	\$155.00
Front-end Loader w/1 Operator	120.00	75.00	\$195.00
Dozer w/1 Operator	160.00	75.00	\$235.00
Sweeper w/1 Operator	115.00	75.00	\$190.00
Sand Spreader w/1 Operator (Salt & Sand Extra)	80.00	70.00	\$150.00
Dump Truck (Tandem) w/1 Driver	90.00	70.00	\$160.00
Dump Truck (Single) w/1 Driver	80.00	70.00	\$150.00
Welder Truck w/1 Welder (no materials)	75.00	85.00	\$160.00
Chipper Truck w/1 Operator	90.00	60.00	\$150.00
Pickup or Car w/1 Driver	25.00	60.00	\$85.00
Steamer w/2 Operators	99.00	140.00	\$239.00
Air Compressor w/2 Operators	66.00	140.00	\$206.00
Flusher Truck w/1 Operator	80.00	70.00	\$150.00
Garbage Truck w/Driver & 2 Laborers	100.00	190.00	\$290.00
6" Pump w/1 Operator	55.00	70.00	\$125.00
4" Pump w/1 Operator	33.00	70.00	\$103.00
3" Pump w/1 Operator	28.00	70.00	\$98.00
Sewer Jetter w/2 Operators	125.00	140.00	\$265.00
Motor Grader w/1 Operator	135.00	75.00	\$210.00
Pulser w/2 Operators	50.00	140.00	\$190.00
Wrecker w/1 Driver & Assistant	250.00	140.00	\$390.00
Jetter/Vac All w/2 Operators	225.00	140.00	\$365.00
Service Truck w/crane w/1Mechanic	95.00	85.00	\$180.00
Roll Off	100.00	70.00	\$170.00
Sewer Televising Unit w/2 Operators (\$250 mobilization fee plus \$0.60/ft)	250.00		250.00
Pot Hole Machine w/1 Operator	100.00	70.00	\$170.00

<u>ITEM</u>	<u>EACH</u>	<u>EACH</u>
Air Compressor (Portable)	35.00	\$35.00
Tilt or non-tilt trailer	10.00	\$10.00
Kubota UTV	20.00	\$20.00
Snow blowers (CAT or Snow-go)	250.00	\$250.00
Kent KF-9 Backhoe Impactor	80.00	\$80.00
Hot Taps ¾" – 2"	150.00	\$150.00
Hot Taps 3" – 8"	500.00	\$500.00
Hydrant Repair Kit without barrel	300.00	\$300.00
Hydrant Repair Kit with barrel	505.00	\$505.00

Antenna Rental on Water Tower – Radio \$300.00/year plus CPI. Rental Rates for Cellular Antenna is negotiated by Separate Contract.

Salt & Sand - \$30.00/ton - FOB City Shop

8" MH Pump, Tractor, Operator & Pickup - \$90.00/hour plus hose if destroyed. Machine standby time will be charged at one half the machine time listed.

LABOR RATES:	Superintendent	\$ 105.00
	Foreman	85.00
	Mechanic	85.00
	Heavy Equipment Operator/ Utility Operator	75.00
	Equipment Operator	70.00
	Laborer	60.00
	Shop Rate	125.00

Overtime labor rates are 1.5 x listing. No overhead or profit is to be added to these rates. After hours service calls will be billed at a minimum of \$75.00. Time after 1 hour will be billed in 1/2-hour increments.



TO: Mayor
Members of the City Council

FROM: Jennifer K. Eckman, Airport Director

DATE: February 20, 2024

SUBJECT: APPROVE REQUEST FOR RENEWAL OF AIRPORT HAY LAND/CROP AGREEMENT

I. RECOMMENDED ACTION

1. Recommend that City Council approve the Request for Renewal of the Airport's Hay Land/Crop agreement; and
2. Authorize the Mayor to sign any necessary documents.

II. DEPARTMENT CONTACT PERSONS

Jennifer K. Eckman, Airport Director	701-857-4724
Maria Romanick, Operations & Maintenance Manager	701-420-4503

III. DESCRIPTION

1. Background

The original term for the hay land services agreement was May 1, 2022-May 1, 2023 with three additional one year terms. The agreement may be extended by the Provider upon request. The Provider, Jerry Schaefer, submitted a formal renewal request on December 20, 2023.

2. Proposed Project

City staff recommend approval of the renewal request per the terms of the agreement. This will provide for continued additional revenue generation for the duration of the term, through May 1, 2025.

In addition, the Provider has indicated a desire to designate a "Successor in Interest" per paragraph 14 of the agreement. The information is included within the list of attachments.

3. Consultant Selection

N/A

IV. IMPACT

1. Strategic Impact:

Removal of the hay in the designated areas keeps the Airport in compliance with wildlife mitigation requirements and simultaneously generates modest income for the enterprise.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Revenue derived from the sale of hay will be utilized to offset Airport operational costs.

V. CITY COUNCIL ASPIRATIONS

The City Council aspiration of dynamic and prosperous is achieved by sharing the benefits of the Airport's assets with the community resulting in revenue generation to offset expenses. This also contributes to the Airport being resilient and prepared while ensuring wildlife hazard management is maintained.

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

Timely approval of the lease agreement will allow for continuous generation of revenue.

VIII. LIST OF ATTACHMENTS

- A. 2022 Hay Contract Agreement
- B. Renewal Option Request
- C. Successor in Interest Documentation

SERVICES AGREEMENT
City of Minot and JERRY SCHAEFER

This Agreement is entered into on this 16th day of May, 2022, by and between the City of Minot (hereinafter "City") and Jerry Schaefer (hereinafter "Provider").

WHEREAS, the Provider has agreed to harvest hay at the Minot International Airport (MOT); and

WHEREAS, the City desires to retain Provider, who will pay the City the sum of \$21.20/ton for all hay cut and removed from MOT under this Agreement.

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

1. Term. The term of this Agreement shall be for one year, commencing on May 1, 2022 and terminating on May 1, 2023. This Agreement may be extended by Provider executing the Option to Renew described below.
 - a. Option to Renew. The Parties shall have an annual option to renew this Agreement for up to three (3) additional one year terms. Provider may execute their option to renew by giving written notice to City on or before March 1 before the end of the initial term or each renewal term. If Provider executes their option to renew, and City accepts their option to renew, all of the terms and conditions of this Agreement shall apply during the renewal term. If Provider fails to execute their option to renew by March 1, this option to renew shall lapse and this Agreement will terminate the following May 1.
2. Scope of Services. Provider agrees to provide the services outlined in the Request for Bids, 2022 Airport Hay Harvesting Agreement, which is attached and incorporated into this Agreement by reference as Exhibit A.
 - a. The figure attached to the Request for Bids (Exhibit A) pictures the designated haying area in detail. If Provider is unsure if they are permitted to hay an area, they must consult with the MOT Airport Operations Manager prior to proceeding to access and harvest the hay in the questioned area.
 - b. Provider shall cut and harvest all available hay on the MOT property. At no time shall hay be left in bales or stacked in any form within 250 feet of runways or 90 feet of taxiways. Provider shall immediately move all hay bales to the perimeter fence as soon as is practical after baling and shall remove the bales from MOT property no later than October 1 of each year.

- c. Provider shall obtain access to MOT premises only through gates designated by the Airport Security Coordinator and must abide by all security regulations pertaining to the safe operation of MOT. Keys will be provided to Provider to access the gate, and the keys must be returned to MOT upon the conclusion of this Agreement. All gates must remain tightly locked at all times unless Provider is entering or exiting the gate. Provider shall only access the MOT premises during the haying season for the purpose of harvesting hay on the property, and is not permitted under this Agreement to access the MOT premises for any other purpose without first seeking permission from the MOT Airport Operations Manager.
 - d. Provider and any employees anticipated to work under this Agreement on the MOT premises agrees to schedule a meeting with MOT Airport Operations and Administration to discuss Airport safety and security prior to commencing haying operations.
 - e. Provider must complete all haying operations on October 1 of each year, and payment made to the City of Minot no later than October 31 of each year. A certified weight should be provided by a weigh station or similar method. Any hay not removed from the MOT premises by October 1 shall become the property of the City, and the City may make arrangements to sell and remove the same from the MOT premises.
 - f. Provider agrees to comply with all applicable Federal laws, regulations, executive orders policies, guidelines, and requirements as they relate to their operations on the MOT premises. These federal requirements may be amended from time to time and a copy of the latest requirements are attached hereto as Exhibit B.
3. Reservation to City of Minot for Necessary Maintenance. The City reserves the right to cut certain areas of the hay land for an air show, ongoing storm water and drainage projects, and other City activities. Provider understands that the land available for haying may change as a result of the City performing the necessary maintenance for these projects. City is not required to give notice to Provider prior to completing any maintenance for its ongoing projects or activities.
4. Compensation. Provider agrees to pay the City the sum of **\$21.20/ton** for all hay harvested and removed from the MOT property no later than October 31 each haying season.
5. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.

6. Termination.

- a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
- b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
- c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms; or
 - iii. Specifically, if Provider uses the MOT premises for purposes other than harvesting hay or has failed to pay agreed upon rates.
- d. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. 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:	Provider:
City of Minot	Jerry Schaefer
c/o Maria Romanick	210 5 th Ave SE
P.O. Box 5006	Des Lacs, ND
Minot, ND 58702	58733
(701) 420-4503	(701) 720-2061

8. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
9. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil

rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 6(c) of this Agreement.

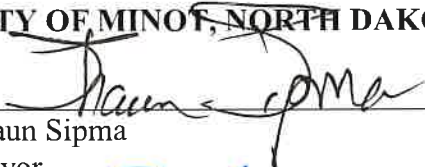
10. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.
11. Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider 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.
12. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
13. Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$1,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify,

and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).

14. 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, sublet, 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. Counterparts. The parties may execute this contract in any number of counterparts, each of which, when executed shall have the force and effect of an original, but all such counterparts shall constitute one and the same agreement. For purposes of this contract, a facsimile or electronic signature shall be deemed the same as an original.
19. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
20. 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.

21. 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.
22. 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.
23. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA


Shaun Sipma
Mayor


David Lakefield
Finance Director

PROVIDER


JERRY SCHAEFFER

EXHIBIT B: FEDERAL REGULATIONS

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.

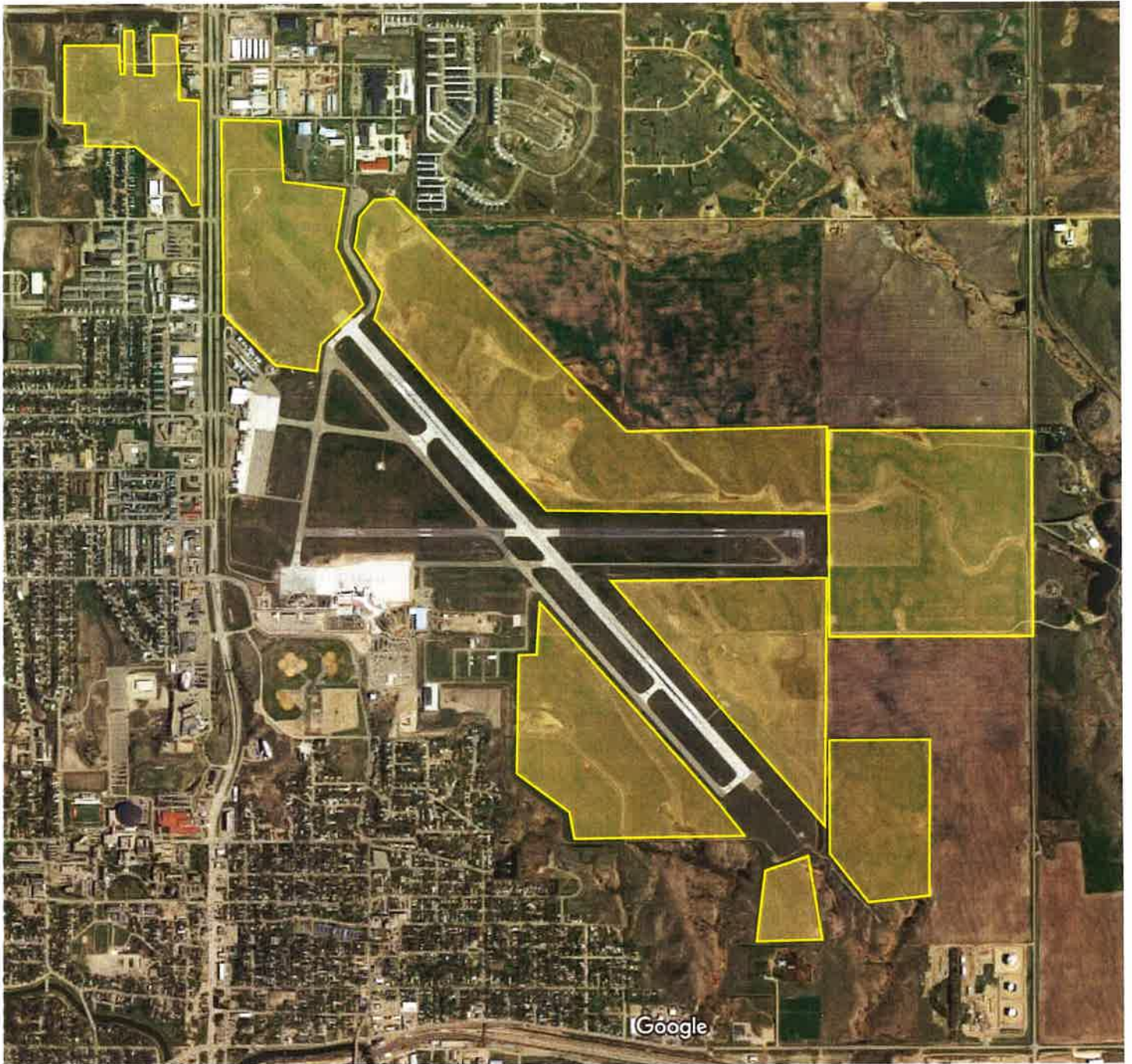
This provision binds the Supplier and subtier suppliers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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:

EXHIBIT A



Designated Haying Area = Approximately 700 Acres

- 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).

12/20/23

Maria:

We would like to take
the option to do the hay
ground for the year of 2024
Thank you

Jerry Schofer

February 9, 2024

I, Mr. Jerry Schaefer, am designating a Successor in Interest as the Provider of the Hay Services Agreement with the City of Minot for the Minot International Airport. My son, Bryan Schaefer, will serve as the Successor in Interest per paragraph 14 of the Hay Services Agreement that commenced on May 1, 2022. Bryan's contact information is as follows:

Bryan Schaefer

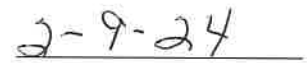
Phone: (701) 721-8091

Address: 106 6th Ave SE

Des Lacs, ND 58733

Email: bschaefer@srt.com


Signed


Date



TO: Mayor Tom Ross
Members of the City Council

FROM: Chris Plank, NDR Grant Manager

DATE: 2-20-24

SUBJECT: SERVICE AGREEMENT BETWEEN CITY OF MINOT AND RESOURCE CONSULTANTS

I. RECOMMENDED ACTION

1. Staff recommends the Council to Authorize the Mayor to sign the Service Agreement between Resource Consultants and The City of Minot, ND to aid in the development of a 2024-2029 Consolidated Plan.
2. Staff recommends Council Authorize the budget amendment on the first reading.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Grant Manager 701-857-1553

III. DESCRIPTION

A. Background

The City is currently in its first year of being an Entitlement Community. HUD regulations require the development of a Consolidated Plan (CP) according to 24 CFR 570 et.seq.

IV. IMPACT:

A. Strategic Impact:

The Community Development Block Grant (CDBG) program is a program designed to assist in the development of projects and activities benefiting the low to moderate income (LMI) residents. The annual allocation of funds can vary from year to year depending on the final amount approved by Congress. Had the City of Minot been an Entitlement Community in Fiscal Year 2023, the allocation would have been \$314,000.

B. Service/Delivery Impact:

During the development of the CP, public forums are required. These forums allow residents and stakeholders, such as non-profits along with organization who provide services to those in the LMI category, to voice share their thoughts on projects and/or programs they feel will benefit the City. Information from these meetings will be gathered and used to develop Action Plans, also required by HUD. There are also required 30-day periods where residents can respond to the public forum sessions.

C. Fiscal Impact:

CDBG Program Rules (24 CFR 570.200(h)) permit a new CDBG formula grant recipient to receive reimbursement of costs necessary to develop its Consolidated Plan and undertake other administrative actions necessary to receive its first grant. Such costs may be reimbursed from Minot's initial grant, provided Congress appropriates funds for FY 2024, that City completes an acceptable and timely Consolidated Plan, and that the costs meet other applicable requirements

V. CITY COUNCIL ASPIRATIONS

Approving the Recommended Action would meet the City Council's aspiration of being resilient and prepared.

VI. ALTERNATIVES.

Alt 1 – Council can approve the agreement along with the budget amendment allowing the City to proceed in the development of the Consolidated Plan.

Alt 2 – The Council can reject the subrecipient contract and reopen the bidding process. This would significantly delay the process and meeting the August 16, 2024 deadline for submittal to HUD would be missed.

Alt 2 – "Permanently" defer the entitlement status. This means the City does not intend to accept its status in the foreseeable future. If Minot elects to make this choice, it must notify HUD in writing. HUD will not send any further notifications to the grantee regarding its potential entitlement status. Minot may elect in the future to accept its entitlement status, as its decision to "permanently" defer its entitlement status is reversible; however, it will be the responsibility of the City to notify HUD if it changes its mind in the future

VII. TIME CONSTRAINTS

Timeliness is essential. HUD requires the Consolidated Plan to be reviewed and submitted by August 16, 2024. During this time, public forums and well as two 30-day periods needed for public comment.

VIII. LIST OF ATTACHMENTS

A. Resource Consultants Contract.doc



SERVICES AGREEMENT
City of Minot and Resource Consultants, LLC

This Agreement is entered into on this ____ day of _____, 2024, by and between the City of Minot (hereinafter "City") and Resource Consultants, LLC (hereinafter "Contractor").

WHEREAS, the Contractor has agreed to assist the City in their efforts to increase the community's economic resilience by providing a 2025-2029 Consolidated Plan, FY 2025 Action Plan, IDIS set up along with Article of Impediments to Fair Housing Choice; (See Appendix A) and

WHEREAS, the City desires to hire Contractor and to pay a not to exceed amount of \$49,100 plus costs associated with activities required for the end of the year CAPER closeout (See Appendix B).

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

1. Term. The term of this Agreement shall be from February 20, 2024 through August 16, 2024, except for those activities required for end of the year CAPER closeout. Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Contractor agrees to provide the services outlined in Appendix A, which is attached and incorporated into this Agreement by reference.
3. Compensation. City shall pay Contractor for its services hereunder compensation of an amount not to exceed \$49,100. plus costs associated with activities required for the end of the year CAPER closeout. Payment shall be made on a monthly basis when services are rendered.

4. Authority to Contract. No part of this Agreement shall be construed to grant to Contractor any authority to contract for, on behalf of, or incur obligations on behalf of the City.
5. Termination.
- a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
 - b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
 - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor, or any later date stated in the notice:
 - i. If Contractor fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Contractor 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.
 - d. The rights and remedies of City provided in this Section 5 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
6. 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:	Contractor:
City of Minot	Resource Consultants
c/o Finance Director	c/o President
P.O. Box 5006	P.O. Box 421
Minot, ND 58702	Mosier, OR 97040
finance@minotnd.gov	elizabeth@resourceconsultants.org

7. Independent Entity. Contractor is an independent entity under this Agreement and is not a City employee for any purpose.
8. Compliance with Law. Contractor agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling the City to terminate in accordance with the Section 6(c) of this Agreement.
9. Retention of Records and Audits. Contractor agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Contractor's records are audited by a third party, Contractor shall provide the City with the results of the audit within 30 days of receipt.
10. Compliance with Public Records Laws. Contractor understands that, City must disclose to the public upon request any records it receives from Contractor. Contractor further understand that any records obtained or generated by Contractor under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
11. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Contractor also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
12. Insurance. At its sole cost, Contractor shall secure and keep in force during the terms of this Agreement, from insurance companies authorized to do business in

the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$1,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Contractor's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Contractor shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).

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.
14. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
15. 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.
16. 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.
17. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Contractor shall,

except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.

18. 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.
19. 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.
20. 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.
21. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.
22. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

CITY OF MINOT, NORTH DAKOTA

Thomas Ross
Mayor

ATTEST

By: _____
Mikayla McWilliams
City Clerk

RESOURCE CONSULTANTS, LLC

Elizabeth McNannay, Executive Director

Appendix A

SCOPE OF SERVICES

A Citizen Participation Plan (CPP) (24 CFR 91.401) as an appendix, an Analysis of Impediments to Fair Housing Choice (AI) (to meet its obligation to affirmatively further fair housing) (24 CFR 91.405 and 24 CFR 91.410), Action Plan (24 CFR 91.420), Strategic Plan (24 CFR 91.415) and required Certifications (24 CFR 91.425) are all part of the plan requirements.

The specific requirements for the Consolidated Plan can be found in the Code of Federal Regulations, Title 24, Section 91, et. seq. (24 CFR 91). Regulations, notices and guidance for preparing a Consolidated Plan submission can be found at (but not limited to): <https://www.hudexchange.info/programs/consolidated-plan/>

I. Process Preparation

- Obtain authorization and passwords for use of HUD's IDIS online reporting system.
- Review any revisions and additions to the consolidated plan process and/or the consultation process for incorporating the requirements of affirmatively furthering fair housing.
- Review Minot's existing Citizens Participation Plan ensuring it meets the requirements outlined in 24 CFR 91.401 All consultation and the scope of work shall be undertaken as provided in the Citizens Participation Plan.
- Review the requirements for using the Consolidated Plan template in IDIS and discuss the format of the plan with the NDR Grant Administrator, considering any federal regulation changes, and the most recent HUD notices and guidance, Office of Fair Housing requirements and OMB requirements.
- Review e-mails from HUD representatives (to be provided by the City of Minot) relating to the Consolidated Plan process.

- Review HUD's most recent Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees
 - Prepare a timeline for project milestones including proposed community meetings and stakeholder interviews and including deadlines for posting of legal notices and advertisements. This timeline will be made available to the public to explain the process.
 - Assist in preparation of the CAPER report required by HUD
- **Note:** Consultant is responsible for being up-to-date and adhering to all HUD requirements for complete submission of the 5 Year Consolidated Plan and one-year Action Plan.

II. Needs Assessment

- Collecting statistical and informational data and preparing charts and narratives for needs assessments and market analyses in the areas of affordable housing, community development, and homelessness according to 24 CFR 91.405
- Consulting with public and private agencies as outlined in 24 CFR 91.100.
- Conducting public participation activities virtually (including two (2) public hearings during the public comment period – anticipated to run virtually coordinating meetings and focus groups, City of Minot staff can assist in public meetings; virtually assisting the City of Minot in summarizing and responding to public comments.
- Focus group meetings, along with interviews with community stakeholders - to be determined with City of Minot staff and consultant but at a minimum should include representatives from City departments that utilize CDBG funds for projects, business community, housing agencies, social service agencies, and other individuals deemed appropriate.
- Using needs assessments, market analyses, and input from consultations and public participation activities to make recommendations for a strategic plan.

- Providing a draft Consolidated Plan and Year 1 Action Plan for City of Minot staff review no later than May 25, 2024. The draft Consolidated Plan should include an Executive Summary, graphs, tables, maps, charts, and other applicable data.
- Finalize any edits to Plans from City of Minot staff review to release Plans for public comment no later than June 10, 2024.
- Incorporate City of Minot responses to comments received during public comment period into final Plans and provide electronic documents July 15, 2024.

The Consultant shall gather factual and broad community input through citizen participation and data collection including:

- Review all data collection and statistical analysis (demographic, income, employment, housing, mortgage lending, etc.) necessary to meet HUD requirements for these documents, to include:
 - A comprehensive review of the jurisdiction's laws, regulations, and administrative policies, procedures, and practices;
 - An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;
 - Presentations at community and public meetings and moderating discussions (including preparing, copying and distributing bilingual handouts/guidebooks and preparation of meeting minutes) to gather community input on the community needs. This will include:
 - Prepare summary of comments, conduct analysis and assess data gathered and develop 5-year priority recommendations incorporating factual data and public input collected to support those recommendations
 - Provide notice to other required organizations.

III. Preparation of 5 Year Consolidated Plan, 1 Year Action Plan and CAPER Report

- Develop a draft Consolidated Plan that includes 5-year funding goals, priorities and strategies, along with proposed accomplishments and performance measurements.
- Develop a draft FY25 Annual Action Plan that includes proposed activities, proposed accomplishments and performance measurements
- Prepare submission of the 5-year Consolidated Plan and the FY25 Annual Action Plan through the templates in IDIS including set up of Matrix Codes.
- Prepare maps to include in the plans (using HUD's CPD maps, as applicable).
- Prepare tables, charts, illustrations and photographs to include in plans.
- Provide interval copies of plan sections to The Steering Committee for review and comment before public draft of plan is finalized.
- The Consultant is responsible for submitting 5 stapled black/white copies each of the draft Consolidated Plan and Annual Action Plan for public distribution and one PDF for making copies.
- Present drafts of both documents at an evening public meeting and prepare meeting minutes.
- Assist in the preparation and submission of the FY25 year- end CAPER report to HUD.

IV. Finalization of the 5 Year Consolidated Plan & 1 Year Action Plan

- Prepare last draft of both the Consolidated Plan and Annual Action Plan, incorporating information received at the public meeting, public comments and comments from the City of Minot. Last draft to be reviewed by the Steering Community prior to finalization and City Council approval.
- Prepare HUD's Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees.
- Provide all final work products to the City of Minot.

General Conditions

This is an exhibit attached to and made a part of; and incorporated by reference into the Agreement dated February 20, 2024, between City of Minot (Grantee) and Resource Consultants, LLC (Contractor) for professional services:

1. Civil Rights

Resource Consultants, LLC agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Contractor agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee will provide the Contractor with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

Resource Consultants, LLC shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

The Contractor shall take affirmative action to insure all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, 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 by the Grantee setting forth the provisions of this nondiscrimination clause. The Contractor shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 et seq.) which prohibits sex discrimination in federally assisted education programs.

3. Affirmative Action

The Contractor agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in Presidential Executive Order 11246 of September 24, 1965. The Grantee will provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program, upon request.

4. Women/Minority Business Enterprise

The Contractor shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of

this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

5. Notifications

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6. EEO/AA Statement

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Contractor agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee will provide the Program Administrator with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

7. Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**8. Section 503 of the Rehabilitation Act of 1973 (29 USC 793)
(applicable to contracts and subcontracts over \$10,000)**

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. Section 504 OF THE Rehabilitation Act of 1973, As Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program, or activity that receives the benefits from the federal financial assistance.

10. Age Discrimination Act of 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. Certification of Non-segregated Facilities (applicable to contracts and subcontracts over \$10,000)

The Contractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this AGREEMENT.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots,

drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Section 3 of the Housing and Urban Development Act of 1968 – Compliance in the Provision of Training, Employment and Business Opportunities

A. Compliance

The Contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders. The Contractor understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the PROGRAM MANAGER and the Contractor. Failure to comply with these requirements shall subject the Grantee, the PROGRAM MANAGER and the Contractor, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 C.F.R. Part 135, Subpart D. The Contractor agrees that no contractual or other disability exists which would prevent compliance with these

requirements. The Contractor shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this AGREEMENT is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

B. Notifications

The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Contractor shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Grantee. The Contractor will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with

preliminary statement of ability to comply with the requirements of these regulations.

13. Environmental Conditions

A. Air and Water

The Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

Clean Air Act, 42 U.S.C.A. 7401 et seq.

Clean Water Act, 33 U.S.C.A. 1368

Executive Order 11738

Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, et seq., 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 et seq., as amended)

HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

B. Flood Disaster Protection

The Contractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608 and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 7 years of age.

D. Historic Preservation

The Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 C.F.R. Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general, this requires approval from the North Dakota Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The Contractor agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 C.F.R. § 17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 et seq., as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 et seq.);

Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 et seq.); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f et seq., as amended), insofar as they apply to the performance of this Agreement.

14. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

15. Financial Management

The Contractor shall adhere to standard, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards and maintain necessary source documentation for all costs incurred under this Agreement.

16. Record-Keeping, Reports, and Audits

A. Records to be maintained

The Contractor shall maintain all records required by this Agreement, records required by 24 C.F.R. § 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- Records required determining the eligibility of activities

- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- Financial standards, as required by 24 C.F.R. § 570.502; and
- Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

B. Property Records

The Contractor shall maintain real property inventory records, which clearly identify property purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.606. The Contractor shall ensure that any independent audit required hereunder includes a report on real property inventory as a supplemental schedule in the audit.

C. Retention

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement per the State of North Dakota general Records Retention Schedule after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

D. Access to Records

The Grantee, the PROGRAM MANAGER, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific

AGREEMENT, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this AGREEMENT will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the Grantee's final closeout of the grant.

E. Inspection

The authorized representative and agents of the Grantee, the PROGRAM MANAGER and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records.

F. Reports

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Grantee, pertaining to the work or services undertaken pursuant to this Agreement.

17. Conflict of Interest

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise

there from, but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

18. Copyright

All formal documents and data (not including drafts), produced under this Agreement are the property of the Grantee. If this Agreement results in any copyrightable material, the Grantee reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use the work. In addition, the Grantee may authorize others to use the material.

19. Subcontracts

Resource Consultants, LLC shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Dakota.

The Contractor shall be as fully responsible to the Grantee for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Grantee may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this AGREEMENT shall create any contractual relation between any subcontractor and the Grantee.

20. Debarment, Suspension, and Ineligibility

Resource Consultants, LLC represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations). Resource Consultants, LLC is currently active in the SAM.Gov system with the Unique ID code NGVZLYLKZV95 assigned to them.

21. Breach of Contract Terms

Any violation or breach of terms of this AGREEMENT on the part of the Contractor 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 duties and obligations imposed by the AGREEMENT documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the AGREEMENT shall forthwith be physically amended to make such insertion or correction.

23. Changes

The Grantee, may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Grantee and the Contractor, shall be incorporated in written and executed amendments to this Contract.

24. Personnel

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contractor. Such personnel shall not be employees of or have any contractual relationship with the Grantee or PROGRAM MANAGER.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

25. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the Grantee must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988". Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location, or transport in which the employee is required to be present in order to perform his or her job function.

26. Anti-Kickback Rules

Salaries of personnel performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

27. Interest of Contractor

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

28. Political Activity

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

29. Compliance with the Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-87, A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this AGREEMENT.

30. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee and PROGRAM MANAGER.

31. Lobbying

Resource Consulting, LLC certifies, to the best of his or her knowledge and belief that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally 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 Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

32. Reversion of Assets

The agreement shall specify that upon its expiration the Contractor shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subcontractor in the form of a loan) in excess of \$25,000 is either:

Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

Not used in accordance with paragraph (b)(7)(i) of this section, in which event the Contractor shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

33. Payment for Eligible Expenses

The Contractor understands and agrees that the Grantee shall reimburse the Contractor for only those costs associated with work that has been authorized by Grantee and costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. No reimbursement shall be made for goods and services received by the Contractor as in-kind contributions from third parties for assistance to the Program.

34. Repayment of Ineligible Payments

In the event HUD or the Grantee determines through investigations and/or monitoring that any payment or reimbursement to Contractor is ineligible or disallowed, the Contractor shall immediately and without delay fully reimburse Grantee. If HUD informs Grantee that it is required to refund moneys previously awarded or drawn down from the U.S. Treasury in reference to this agreement, as a result of Contractor's sole negligence, willful misconduct, or intentional fraud, the Contractor agrees to pay an equal amount to Grantee prior to the demand date of payback.

ESTIMATED COSTS

Appendix B

Notes on billing with Resource Consultants:

- Resource Consultants will bill travel time at one-half of our hourly rate.
- Actual costs are billed for flight, rental cars, and hotel expenses.
- Meals, incidentals, and mileage are billed at GSA rates for the specific area.
- Resource Consultants invoices at net 30 days for payment. Please advise if your accounts payable runs differently so we can adjust our billing.
- Resource Consultants reserves the ability to adjust hours and expenses to meet the needs of the project. Not to exceed cost will not change.

Project Component	Resource/Time		Travel, Per Diem, Supplies & Expenses	Total Expense
Consolidated Plan	Elizabeth M Lauren M Admin/Project Assistant	70hrs @ \$120.00 100hrs @ \$80.00 40hrs @ \$70.00	\$3750.00	\$22,950.00
2025-2026 Action Plan	Elizabeth M Lauren M	20hrs @ \$120.00 30hrs @ \$80.00		\$4,800.00
Fair Housing Plan	Elizabeth M Lauren M Admin/Project Assistant	70hrs @ \$120.00 80hrs @ \$80.00 40hrs @ \$70.00	\$3750.00	\$21,350.00
PY 2025 CAPER (after first full year of CP is complete?)	Elizabeth M	Cost is difficult to determine. If the city has fewer activities completed the CAPER will be more straightforward. Billing will be at the hourly rate shown above		
TOTAL			Not to Exceed	\$49,100.00

Not to exceed cost does not include the CAPER task. CAPER will be billed at the hourly rates shown above. It is impossible to determine how extensive this task will be prior to full program review.

CITY OF MINOT, NORTH DAKOTA

Thomas Ross
Mayor

ATTEST

By: _____
Mikayla McWilliams
City Clerk

RESOURCE CONSULTANTS, LLC

Elizabeth McNannay, Executive Director

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE CITY COUNCIL CONSULTANT EXPENDITURES FOR THE ENTITLEMENT CONSULTANT FEES AND APPROVE THE TRANSFER AND USE OF GENERAL FUND CASH RESERVES.

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

- §1: An ordinance amending the 2024 annual budget to increase the City Council consultant expenditures:

10011000-43040	2023120001	\$50,000
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- §2: Approve the Transfer of funds:

10011000-49101		\$50,000.00
10000000-39101	2023120001	(50,000.00)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Brian Billingsley, AICP, Community & Economic Development Director

DATE: February 6, 2024

SUBJECT: AMENDMENTS TO TIF DISTRICT 2022-1 (BIG M BUILDING)

I. RECOMMENDED ACTION

1. It is recommended City Council approve the amendments to the Urban Renewal and Development Plan and the Development Agreement for TIF District 2022-1;
2. Approve the amended Big M Resolution; and
3. Authorize the Mayor and necessary City staff to execute the amended Urban Renewal and Development Plan, amended Development Agreement, and any related documents.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, C&E Development Director – 857-4147
Harold Stewart, City Manager – 857-4750
Stefanie Stalheim, City Attorney – 857-4755
Dave Lakefield, Finance Director – 857-4774

III. DESCRIPTION

1. Background
Big M Minot, LLC is requesting amendments to their TIF District that is being used to finance the asbestos abatement and demolition expenses of the former Midwest Federal Bank building located at 123 1st Street SW. Big M Minot, LLC will renovate the building into a mixed-use project consisting of commercial and residential uses.
2. Proposed Project
The subject property is the site of an abandoned office building. The goal of this project is to renovate the entire building so that it could provide more housing and business opportunities to downtown Minot. A 20-year TIF District was approved by the City Council in June 2022. The developer had originally proposed to develop the two lowest floors for commercial space, the four floors above to residential apartments, and two highest floors for residential condominium units.

The developer submitted a request to change the floor plans, which are attached to the amended Urban Renewal and Development Plan. They would like to convert the five lowest floors to commercial/office space and the three highest floors to residential

apartments. The developer is also requesting to withdraw their request to condominiumize the top two floors.

IV. IMPACT:

1. Strategic Impact:

This project will provide renewal to one of the most recognizable buildings in the city and expand commerce and housing opportunities in our central business district.

2. Service/Delivery Impact:

This project would not be feasible without the creation of a TIF District. The developer needs the assistance of a TIF to make the project “pencil out”.

3. Fiscal Impact:

Costs came in higher than anticipated and more asbestos was discovered than what was previously identified in the scope of work. This request will not impact the previously approved financial agreements, nor the minimum assessment agreement. The TIF was used to abate asbestos and demolition costs, which was completed in late 2023. Increasing the square footage of commercial space in the building should yield a higher assessment value, giving the applicant the ability to retire the bond debt at a quicker pace.

V. ALTERNATIVES

1. The City Council can deny the amendments, which may jeopardize or significantly delay completion of the project.
2. The City Council can send the amendments back to staff and ask for additional modifications.

VI. TIME CONSTRAINTS

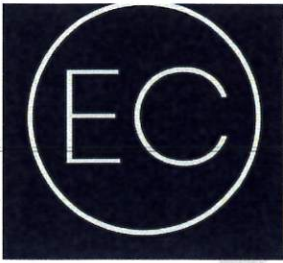
The developer has a goal to complete the project by the end of the calendar year. Significant delays can push the completion date into 2025.

VII. CITY COUNCIL ASPIRATIONS

Dynamic & Prosperous – With the assistance of the TIF district, one of the tallest buildings in Minot will be transformed into a dynamic and prosperous place to live and work.

VIII. LIST OF ATTACHMENTS

- A. Marked-up Development Agreement
- B. Clean Development Agreement
- C. Marked-up Resolution and Urban Renewal and Development Plan
- D. Clean Resolution and Urban Renewal and Development Plan
- E. Narrative



EPIC Companies

EPICCompaniesND.com

745 31st Ave. E

West Fargo, ND 58078

701.866.1006

11/30/2023

City of Minot

Brian Billingsley, Community & Economic Development Director

PO Box 5006

Minot, ND 58702-5006

Re: M Building Development Agreement

Mr. Billingsley,

We would like to provide an update on the status of the M Building re-development, and to inquire whether the City believes that an amendment to the agreement in accordance with Section 33 of the Agreement is required.

Construction is underway, however it got off to a slower-than-anticipated start due to additional asbestos remediation that wrapped up in April of 2023. Costs came in higher than anticipated and more asbestos was discovered than what was previously identified in the scope of work.

We are not requesting any additional funds but do need to request an extension to the completion date, and amend the residential unit-count & commercial square footage that will make up the interior of the building. Similar to the Maverick building at The Tracks, there is a lot of positive energy with this project. We have a commercial tenant with a pending lease that would take the main floor, and several prospects for other commercial users in the building. We haven't marketed residential units yet, but already have a list of prospects. All of the interior demolition has been completed, the new roof has been installed with the exception of the drive-thru canopy, main floor store front façade and soffit has been ordered and will be installed following fabrication (scheduled to start in December). Steel studs were delivered for floors 2-5 and the replacement of the iconic M sign is scheduled to occur in mid-December. One floor (5th floor) is being considered as both residential or commercial at this point, so that is being modeled both ways currently as we finalize this redevelopment and may go either way depending on demand as we continue to market and finish the build-out.

The new proposed makeup of the building by floor is:

- 1- 4 or 5 Commercial/Office (previously floors 1-2)
- 5 or 6-8 Residential apartments (previously floors 3-6 apartments and 7-8 condos)

New anticipated completion date is August of 2024. Please let me know if the City will require an amendment to the agreement and the process for an amendment.

Thanks for your consideration.

Blake Nybakken

AMENDED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MINOT, as City

AND

BIG M MINOT, LLC, as Developer

Dated as of ~~June 28, 2022~~_____

- Relating to:

Redevelopment of the Midwest Federal Building

AMENDED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ~~28~~ day of ~~June~~, 202~~42~~ (hereinafter referred to as the “Effective Date”), by and between Big M Minot, LLC, a North Dakota limited liability company, having an address of 400 10th St. SE, Minot, North Dakota 58701 (the “Developer”), and the City of Minot, North Dakota, a municipal corporation and political subdivision whose principal office and mailing address is ~~10515~~ 3rd-2nd Avenue SW, Minot, North Dakota, 58702 (the “City”).

WHEREAS, the City has adopted a General Development Plan for Urban Renewal and Urban Development Plan in accordance with the provisions of Section 40-58-06, North Dakota Century Code, and will issue TIF Bonds to finance costs associated with TIF District No. 2022-1; and

WHEREAS, on June 28, 2022, the City held a public hearing regarding approval of this Agreement; and

WHEREAS, Developer has purchased the following described property specifically for purposes of this project:

ORIGINAL MINOT ADDITION LOTS 13, 14, 15 & SOUTH 3.2' OF LOT 16
BLOCK 6 (Building parcel)

ORIGINAL MINOT ADDITION SOUTH 13' OF LOT 18 & ALL LOT 17 & LOT
16 LESS SOUTH 3.2' BLOCK 6 (Parking lot parcel just north of building)

(hereinafter the “Property”); and

WHEREAS, the Property contains an existing building commonly referred to as the Midwest Federal Building, which is in need of environmental mitigation, remodeling, and repurposing to restore the Midwest Federal Building to a level which will support occupancy and current industry standards; and

WHEREAS, in its current condition, the Property is blighted as it is functionally obsolete and in need of environmental mitigation; and

WHEREAS, Developer intends to reconstruct the Midwest Federal Building into a mixed-use building, offering underground parking, commercial and office space on the first ~~five~~two floors, ~~and~~ residential apartments on floors ~~three, four, five, and six, seven, and eight and residential condominiums on floors seven and eight~~ (the “Project”); and

WHEREAS, Developer will be responsible for all costs associated with the design, renovation, and construction of the Project; and

WHEREAS, certain costs associated with the Project will be reimbursed by tax increment revenue generated by the creation of TIF District No. 2022-1 on the Property; and

WHEREAS, the City intends to issue TIF Bonds secured by a pledge of the above-described tax increment revenue and/or special assessments in order to reimburse Developer for certain costs associated with the Project; and

WHEREAS, the City has determined it to be in the best interests of the City to create TIF District No. 2022-1 to pay costs associated with the Project and to aid in the redevelopment of commercial and industrial property in the City; and

WHEREAS, Developer believes that it is in the best interest that the City create a tax increment financing district to pay the costs associated with the Project for the purpose of promoting commercial redevelopment in the City as set out in this Agreement; and

WHEREAS, the City, pursuant to N.D.C.C. §§ 40-05-24 and 40-58-20.2(2), has obtained the consent of the Minot Public School District (the “School District”) and Ward County (the “County”) to participate in the property tax incentive that will be in the form of tax increment financing for the Project; and

WHEREAS, it is necessary for Developer and the City to enter into this Agreement pursuant to N.D.C.C. § 40-58-20.1.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City and Developer agree as follows:

1. **DEFINITIONS.** The terms in this Section for all purposes of this Agreement, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

“**Change in Law**” means the introduction or repeal (in whole or in part) of, the amendment, alteration or modification to, or the change in interpretation of (in each case including, to the extent applicable, by retroactive effect), any applicable laws, standards, practices, or guidelines issued or published by any governmental entity that occur after the Effective Date that are binding on the City, Developer, or the Property.

“**City**” means the City of Minot, North Dakota, a municipal corporation and political subdivision of the State of North Dakota.

“**City Council**” means the City Council of the City of Minot, North Dakota.

“**City Manager**” means the Person appointed and acting as the City Manager for the City.

“**Completion**” means a certificate of occupancy, or like certificate, has been issued by the City.

“**County**” means Ward County, North Dakota.

“**County Auditor**” means the Ward County Auditor.

“County Commission” means the Ward County Commission.

“Developer” means Big M Minot, LLC, a North Dakota limited liability corporation.

“Guarantor” means each Person who has executed the Guaranty. Each officer, manager, director, governor, and/or member of the respective Developer that owns thirty percent (30%) of more of the outstanding membership interests of the respective Developer shall be required to be a Guarantor. Further, the Guarantors shall collectively own not less than sixty percent (60%) of the outstanding membership interests of the respective Developer. If, at any time, the Guarantors collectively own less than such sixty percent (60%), then additional officers, managers, directors, governors, and/or members of the respective Developer, that may own less than thirty percent (30%) of the outstanding membership interests, shall be required to execute a Guaranty to achieve the collective sixty percent (60%) ownership requirement of the Guarantors.

“Guaranty” means the Guaranty attached as **Exhibit A** and by this reference incorporated herein, with such changes, renewals, modifications or amendments thereto as the City shall deem reasonably necessary.

“Midwest Federal Building” means the portion of the Property to be reconstructed as a component of the Project.

“Party” means either the City or Developer, as the context requires, and its respective representatives, successors, and assigns, and if reference is made to the Parties, **“Parties”** means both the City and Developer, and their respective representatives, successors, and assigns.

“Project” means the proposed development of the Property with an 8-story building, incorporating underground parking, ~~25~~ floors of commercial and office space, and 43 floors of residential apartments, ~~and 2 floors of residential condominiums.~~

“Property” means the Midwest Federal Building and parking lot parcel legally described as:

ORIGINAL MINOT ADDITION LOTS 13, 14, 15 & SOUTH 3.2' OF LOT
16 BLOCK 6 (Building parcel)

ORIGINAL MINOT ADDITION SOUTH 13' OF LOT 18 & ALL LOT 17
& LOT 16 LESS SOUTH 3.2' BLOCK 6 (Parking lot parcel just north of
building).

The Property is shown on the map attached as **Exhibit B**.

“Reimbursable Costs” means certain expenses incurred by Developer for the Project eligible for reimbursement by the City, which includes reimbursable costs described in

Developer's application and permitted by this Agreement and N.D.C.C. § 40-58-20.1, Subd. 3.

"School District" means Minot Public Schools.

"TIF Bond Proceeds" means all of the proceeds from the sale of the TIF Bonds issued by the City used to reimburse Developer for certain costs incurred for the Project, except for costs of issuance (including items such as underwriter's discount and any bond insurance premium) and any reasonable required reserve fund.

"TIF Bonds" means the tax increment financing general obligation bonds issued by the City, which the City will pledge tax increment revenue from the TIF District and special assessments for debt service thereof. It is acknowledged that the TIF Bonds may be taxable.

"TIF District" or **"TIF District No. 2022-01"** means Tax Increment Financing District 2022-01 created by the City on June 28, 2022, by way of resolution.

"Unavoidable Delay" means a failure or delay in a party's performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party's reasonable control, including but not limited to acts of God, governmental agencies, the other party, strikes, labor disputes (except disputes which could be resolved by using union labor), fire or other casualty, or lack of materials; provided that within ten (10) days after a party impaired by the delay has knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within ten (10) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

2. **CREATION OF TIF DISTRICT.** On June 28, 2022, the City, by a separate resolution, created Tax Increment Financing District No. 2022-01 (the "TIF District") in the City as permitted in the General Plan for the City and Urban Renewal and Development Plan. The TIF District includes the Property.
3. **CONSENT.** Developer has requested and hereby consents to and approves the creation of the TIF District. Developer expressly waives any objection to any irregularity with regard to the creation of the TIF District. Further, Developer waives all rights to appeal (pursuant to N.D.C.C. § 28-34-01) such action of the City to a court. This waiver is express and Developer acknowledges it is waiving any and all rights of appeal regarding any irregularity with regard to the creation of the TIF District.
4. **INCREASED PROPERTY VALUE.** Except as otherwise set forth herein, Developer understands and agrees that the increased value of the Property in the TIF District will be taxed as a general real estate tax in the City. The Parties agree that the Property is subject to the Minimum Assessment Agreement, which is incorporated by reference into this Agreement as **Exhibit C**. The Parties agree to comply with the terms and conditions of the

Minimum Assessment Agreement as they relate to the Property throughout the term of this Agreement.

5. **TERM OF TIF DISTRICT.** Except as limited by Section 6 and 7 of this Agreement, pursuant to N.D.C.C. § 40-58-20 and as set forth in the preceding Section, tax increments will be collected from the TIF District for not more than twenty (20) years, commencing with the taxable year in which the City requests the County Auditor to compute, certify and remit to the City, the tax increment resulting from the development and redevelopment of the Property, pursuant to N.D.C.C. § 40-58-20(1) and this Section.
6. **CITY AND SCHOOL DISTRICT CONTRIBUTION.** The tax increments and the property tax incentive under the TIF District and this Agreement shall be the tax increment, as described in and calculated pursuant to N.D.C.C. § 40-58-20(4), resulting from the Project and based on applying ninety (90%) of the incremental value that is computed and certified pursuant to N.D.C.C. § 40-58-20(3) to debt service on the TIF Bonds, with the remaining ten (10%) of the tax increment going to the City, School District, and Minot Park District. For purposes of making this calculation of the tax increment and the incremental value, the original taxable value, as described in N.D.C.C. § 40-58-20(2) shall be the taxable value of the Property, as last assessed and equalized for the property tax year immediately preceding the date City requests the County Auditor to compute, certify and remit tax increments, pursuant to N.D.C.C. § 40-58-20(1).
7. **COUNTY CONTRIBUTION.** The tax increments that would normally be allocated to the County and the property tax incentive under the TIF District and this Agreement shall be the tax increment allocated from the County, as described in and calculated pursuant to N.D.C.C. § 40-58-20(4), resulting from the Project and based on applying one hundred percent (100%) of the incremental value that is computed and certified pursuant to N.D.C.C. § 40-58-20(3) for a period of eight (8) years, commencing on June 28, 2022. For purposes of making this calculation of the tax increment and the incremental value, the original taxable value, as described in N.D.C.C. § 40-58-20(2) shall be the taxable value of the Property, as last assessed and equalized for the property tax year immediately preceding the date City requests the County Auditor to compute, certify, and remit tax increments, pursuant to N.D.C.C. § 40-58-20(1). The County Commission approved County participation for a period of eight (8) years and to apply one hundred (100%) of the incremental value to the Project at a special meeting on May 20, 2022; the minutes of the County Commission are attached as **Exhibit D** to this Agreement. The County Commission has authorized its representatives to sign an acknowledgement consenting to the terms described in Section ~~7~~⁶ hereof.
8. **DEVELOPMENT; DEVELOPER REPRESENTATIONS.**
 - a. Developer is a North Dakota limited liability company and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

- b. Developer will, to the extent required by this Agreement, construct the Project in accordance with the terms of this Agreement and all local, state and federal laws and regulations.
- c. Developer has received no written notice or communication from any local, state or federal official that the activities of the Developer or the City with respect to the Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Property.
- d. Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.
- e. Developer will be responsible for design, construction, and installation of the Project, at Developer's initial sole cost.
- f. The City shall have the right to oversee, approve of, all proposed Reimbursable Costs for the Property to be reimbursed.
- g. Developer shall notify the City when the portions of the Project to be reimbursed has reached Completion, and within ninety (90) calendar days of such notification by Developer, the City shall reinspect the Property and provide written notice to Developer of any objection to the work performed. Failure to provide said objection within ninety (90) calendar days shall be deemed approval and acceptance by the City.
- h. Developer shall be responsible for all maintenance of the Project.
- i. Developer's use of the Property shall be subject to and in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, and all applicable laws, ordinances, and regulations.
- j. Developer represents and warrants that it is the owner in fee simple of the Property and that there are no liens, defects or other encumbrances upon title to the Property that would hinder the development of the Property by the Developer as contemplated by this Agreement.
- k. Subject to any mortgage requirements that would require the Developer to act sooner, upon any damage or destruction of the Project, or any portion thereof, by fire or other casualty, the Developer shall within one hundred twenty (120) days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged or destroyed Project, or portion thereof, to substantially the same condition or utility value as existed prior to the event causing

such damage or destruction and shall diligently pursue such repair, reconstruction, and restoration.

- l. Developer agrees to permit the City and any of their officers, employees or agents access to the Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that the City shall have an obligation to inspect such work.

9. **INSURANCE.**

- a. Subject to the terms of any mortgage relating to the Property, the Developer shall keep and maintain the Property and Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss, including, but not limited to, the following:

- a. fire
- b. extended coverage perils
- c. vandalism and malicious mischief
- d. boiler explosion (but only if steam boilers are present)
- e. collapse

on a replacement cost basis in an amount equivalent to the full insurable value thereof ("full insurable value" shall include the actual replacement cost of the Project, exclusive of foundations and footings, without deduction for architectural, engineering, legal or administrative fees or for depreciation). Insurance in effect with respect to any portion of the Project to be rehabilitated or renovated as a part of the Project prior to reimbursement of costs by the City to the Developer pursuant to Section 10 shall be maintained on an "all-risk" builder's risk basis during the course of construction. The policies required by this Section shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$25,000.

- b. Subject to the terms of any mortgage relating to the Property, policies of insurance required by this Section shall insure and be payable to the Developer, and shall provide for release of insurance proceeds to the Developer for restoration of loss. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

~~c. Developer agrees that the Project includes 2 floors of residential condominiums. The residential condominiums will be sold by the Developer after completion of the Project. As the Developer sells/conveys each residential condominium, the Developer shall notify the City of the sale/conveyance. The Developer shall ensure that the Project includes restrictive covenants requiring the owner(s) of each residential condominium to keep and maintain the residential condominium at all~~

~~times insured against such risks and in such amounts, with such deductible provisions, as are customary when insuring a residential condominium. The City agrees that when the Developer sells a residential condominium unit, Developer shall be released from insurance requirements set forth in this Section 9, for that residential condominium unit.~~

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10. **REIMBURSABLE COSTS.**

- a. The City will remit TIF Bond Proceeds to Developer as reimbursement for certain costs incurred by Developer for the Project on a monthly basis. Specifically, the City will remit the TIF Bond Proceeds for the Reimbursable Costs on the Property, or any other Reimbursable Costs permitted by N.D.C.C. § 40-58-20.1, Subd. 3.
- b. The City will reimburse the Developer for Reimbursable Costs on a monthly basis. The Developer shall provide the City detailed receipts, invoices, or statements for Reimbursable Costs to draw upon TIF Bond Proceeds once per month. Within thirty (30) calendar days of receipt of the receipts, invoices, or statements, the City, in addition to inspecting the Property to be reimbursed, will review such statements and notify Developer of any discrepancies or the need for additional information. The Developer shall remedy such deficiencies or discrepancies to the City's satisfaction, and the City will remit a payment to the Developer upon such satisfaction. The City shall remit any undisputed amounts owed to Developer for reimbursement. If the City disputes items submitted by Developer for reimbursement, the City and Developer shall negotiate such items in Good Faith to arrive at a reimbursement amount. The City and Developer agree that the reimbursement amount shall not exceed the proceeds received from the sale of TIF Bonds, net of cost of issuance or premium or discount.

11. **CONDITIONS PRECEDENT FOR PAYMENT OF REIMBURSABLE COSTS.** The payment by the City to the Developer of the Reimbursable Costs are subject to the satisfaction of the following conditions precedent:

- a. The City has determined that Developer's submitted requests for reimbursement are permitted Reimbursable Costs under the terms of this Agreement.
- b. The Guarantors have executed and delivered to the City their respective Guaranty.
- c. The Minimum Assessment Agreement has been executed.
- d. There has been no event of default under this Agreement by the Developer.

12. **CONDITIONS PRECEDENT TO ISSUANCE OF TIF BONDS.**

- a. Approval by the City Council to issue the TIF Bonds.

- b. The Guarantors have executed and delivered to the City their respective Guaranty.
 - c. There has been no event of default under this Agreement by the Developer.
13. **APPLICATION OF FUNDS.** Developer agrees that the tax increment revenue generated from the TIF District will be applied to the costs of the TIF Bonds issued by the City for the twenty (20) years (levied 2022 through 2041 and collected 2023 through 2042) of the TIF District or until the debt service of the TIF Bonds is paid in full, whichever occurs first.
14. **EVENTS OF DEFAULT.** Subject to Unavoidable Delay, the following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events which occurs and continues for more than thirty (30) days after written notice by the defaulting party of such default (and the term “default” shall mean any event which would with the passage of time or giving of notice, or both, be an “Event of Default” hereunder):
- a. Failure of the Developer to construct the Project as required hereunder.
 - b. Failure of the Developer or the City to observe and perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.
 - c. Failure of the Developer to pay any taxes on the Property as they become due.
 - d. Filing of any voluntary petition in bankruptcy or similar proceedings by the Developer; general assignment for the benefit of creditors made by the Developer or admission in writing by the Developer of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against the Developer which are not dismissed or stayed within sixty (60) days.
15. **REMEDIES ON DEFAULT.** In the event the City desires to exercise any of its rights or remedies as provided herein or otherwise available to the City at law or in equity, the City shall first provide written notice to Developer setting forth with specific particularity the Event of Default and the action required to cure or remedy the same (the “Default Notice”). Developer or any transferee or assignee, shall have thirty (30) days from receipt of a Default Notice to cure or remedy the Event of Default specified in the Default Notice, or such longer period as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances. If, following Developer’s receipt of a Default Notice, Developer does not cure or remedy the Event of Default therein specified within the time provided above, the City may take any one or more of the following actions at any time prior to Developer’s curing or remedying the Event of Default:
- a. Suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

- b. In the case of a material default that is not cured within a reasonable period of time, Terminate all rights of Developer under this Agreement.
- c. Not issue the TIF Bonds or withhold reimbursement from the TIF Bond proceeds.
- d. Take whatever action at law or in equity may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.
- e. Pursue and obtain against Developer and each Guarantor full and complete reimbursement for all costs and expenses the City has incurred under this Agreement, including recovery of the outstanding balance of the TIF Bonds.

In the event the City should fail to observe or perform any covenant, agreement or obligation of the City on their part to be observed and performed under this Agreement, Developer may take any one or more of the following actions:

- a. Suspend its performance under this Agreement until it receives assurances from the City deemed adequate by Developer, that the City will cure its default and continue its performance under this Agreement.
- b. In the case of a material default that is not cured within a reasonable period of time, Terminate all rights of the City under this Agreement.
- c. Take whatever action at law or in equity may appear necessary or desirable to Developer to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement.

16. **TERMINATION.** This Agreement will terminate and be of no further force and effect after the TIF Bonds issued relating to the TIF District have been paid in full, or December 31, 2043, whichever event occurs first.

17. **NO REMEDY EXCLUSIVE.** No remedy herein conferred upon or reserved to the City or to the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or Developer to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

18. **RESPONSIBILITIES OF DEVELOPER.**

- a. Developer must obtain all required permits, licenses and approvals, and must meet all requirements of all local, state, and federal laws and regulations which must be obtained or met in connection with the development and construction of private buildings and businesses. Without limitation to the foregoing, Developer must

request and obtain from the City all necessary variances, conditional use permits, or zoning changes. The Parties agree and acknowledge that this Agreement does not constitute review or approval of any permits, approvals, or licenses which may be required by the City.

- b. Developer shall devote each such parcel to the uses specified for it in the submitted plan and the Developer shall begin and complete the development of such land for uses required in the plan by ~~February 28~~December 31, 20253.
- c. Developer shall retain the interest it acquires on individual properties transferred to it until it has completed the construction and development of said properties in accord with the provisions of the submitted plan and disposition instruments.
- d. Developer shall not sell, lease, or otherwise transfer the interests in the Property, or any part thereof, or transfer or assign any of Developer's rights or interests under this Agreement without the prior written consent of the City.
- e. Developer agrees that no covenant, agreement, lease, conveyance, or other instrument shall be effected or executed by the City or by a Developer (or any successor in interest) whereby the use of the land in the project area is restricted, either by the City or Developer (or any successor in interest) upon the basis of race, creed, color, or national origin in the sale, lease, or occupancy thereof. The foregoing restriction shall be implemented by appropriate covenants or other provisions and disposal instruments as covenants running with the land.
- f. Developer, its successor, or assigns shall not discriminate in the use, sale, or lease of any property within the project area or any part thereof, against any person because of race, color, religion, or national origin and such provisions shall be included in disposition instruments as a covenant running with the land.
- g. Developer shall ensure that all plans for structures, site improvements, signs (other than directional signs) and landscaping must be approved in writing for conformance with the provisions of the submitted plan by the City of Minot Engineering Department before construction is commenced.

19. **PARKING RAMP.** Developer intends to use the parking ramps for its ~~residential tenant~~residents on Mondays through Fridays after 5:00 p.m. and for twenty-four (24) hours a day on Saturdays and Sundays. ~~Developer agrees and acknowledges that the parking ramps/underground parking shall be exclusively used for residential parking and shall not be used for storage, parking, or other uses by commercial tenants of the Property.~~ Developer agrees and acknowledges that the failure to comply with this provision shall be deemed a default of this Agreement.

20. **SPECIAL ASSESSMENTS.** Developer acknowledges that special assessments for improvement districts benefitting the Property may be levied as special assessments against the Property and are not included in this Agreement.

21. **INSUFFICIENT REVENUE.**

- a. Developer agrees that in the event there is inadequate revenue generated from the TIF District to cover the costs incurred by the City for debt service on the TIF Bonds, the amount of said delinquency shall be specially assessed against the Property, levied and certified as a special assessment.
- b. Developer agrees that the above-described special assessments benefit the Property and will be subject to such assessment. The Developer, for itself, and its successors and assigns, waives any objection to any irregularity with regard to the assessment process for such assessments. This waiver includes a waiver to any objection to the amount of the special assessment levied against the Property, including any and all claims that such assessment is excessive, arbitrary, capricious, or unreasonable. Further, the Developer, for itself and its successors and assigns, waives all rights to appeal such action of the City to the court. These waivers are express, and the Developer acknowledges that it is waiving any and all rights of appeal to the assessment and reassessment.

22. GUARANTY.

- e. To further secure payment for any delinquency amount, the Guaranty from each Guarantor required to provide a Guaranty shall be executed and delivered to the City. Without in any manner limiting the ability of the City to levy the special assessment, as described in Section 16, each Guarantor shall be jointly and severally liable for any insufficient revenue and the City may, in addition to any other remedy available to it, also seek and obtain payment of the amount from each Guarantor, jointly or severally.

- f. ~~22. Developer agrees that the Project includes 2 floors of residential condominiums. The residential condominiums will be sold by the Developer after Completion of the Project. Developer shall provide the City a copy of the purchase agreement for the sale of each residential condominium, noting the price, and other information related to the sale. The City shall provide Developer with a partial release of Guaranty in the form attached as Exhibit E. The Guaranty required by this Section 20, shall be partially released on a pro rata basis for the value of the residential condominium.~~

23. **EXCESS REVENUE.** Developer agrees and acknowledges that any excess increment remaining in the City's fund for the TIF District at the termination of payments for the TIF Bonds will belong to the City.

24. **INTERPRETATION AND ADMINISTRATION.** The City will have full power and authority to interpret, construe, and administer this Agreement and its interpretations, and construction thereof and action thereunder will be binding and conclusive on the parties for all purposes.

25. **GOVERNING LAW.** This Agreement will be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement must be brought in an appropriate venue located in Ward County, North Dakota.

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26. **CHANGE IN LAW.** Developer will ensure that the Project is performed in accordance with the terms of this Agreement following any Change in Law. If a Change in Law occurs or will occur within ninety (90) calendar days, either Party may notify the other Party and include in such notification: (i) an opinion on its likely effects; (ii) any necessary changes to the Project or implementation of this Agreement, including the full detail of the procedure for implementing such changes; and (iii) amendments (if any) required by this Agreement. After either Party delivers a notice of change in Law, the Parties shall meet and discuss the issues referred to in such notice and any ways in which Developer can mitigate the effect of the relevant Change in Law.
27. **LEGISLATIVE AND TAX DISCLOSURE.** Developer acknowledges and agrees that the authority of the City to create, impose, and administer the TIF District is derived from North Dakota statutory authority and the North Dakota legislature has the power to amend, repeal, and replace any and all laws relating to tax increment financing, property tax valuation, and collection.
28. **ASSIGNMENT.** Except as otherwise expressly provided in this Agreement, Developer agrees, on behalf of itself, its officers and partners and the personal representatives of the same, and any other person or persons claiming any benefits under Developer by virtue of this Agreement, that this Agreement and the rights, interests, and benefits hereunder will not be assigned, transferred, pledged or hypothecated in any way by Developer, or by any other person claiming under it by virtue of this Agreement, and will not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process, will be null and void and without effect.
29. **TAX INCREMENT.** Developer agrees and acknowledges that it has no rights to the tax increment generated by the TIF District. Reimbursement to Developer is limited solely to the TIF Bond Proceeds as set forth herein.
30. **INDEMNIFICATION; RELEASE OF LIABILITY.** Developer agrees it will indemnify, defend, and hold harmless the City, its officers, employees, agents, and contractors from any and all claims or causes of action, of any nature, arising or purportedly arising out of actions of Developer, its officers, employees, agents, or contractors in connection with this Agreement. The Developer agrees to assume the entire risk, responsibility, payment and liability for all actions, claims, demands, liabilities, losses, damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, relating to or in any manner connected with the Developer's acts or omissions. Without limiting the foregoing, the indemnification obligation of the Developer shall include the obligation and duty to defend the City, from and against all claims, lawsuits, actions or other matters relating to or in any manner arising from the Developer's indemnification obligations.

The Developer hereby releases and forever discharges the City from any and all claims or causes of which may result from a loss of the tax increments as provided herein, whether by legislative action or judicial decision. The Developer understands and agrees that the tax increment financing which is to be provided to the Developer pursuant to Chapter 40-

58 of the North Dakota Century Code is solely dependent upon the validity of said provisions and compliance with all of the provisions contained therein. The Developer has satisfied itself as to such validity and compliance and hereby waives any and all claims and causes of actions which it has or may have against the City in the event of loss of the tax exemption for any reason.

31. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties. It may not be changed orally but only upon an agreement in writing approved by the City Council and signed by the Mayor and Finance Director. It may be modified as to terms and conditions from time to time upon mutual consent of the Parties; however, such modification must be reduced to writing, signed by the Parties and the document appended to and made a part of this Agreement.

32. **NOTICE.** All notices, certificates, or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City: City of Minot, North Dakota
 Attn: City Manager
 10515 2nd Ave.
 SW
 Minot, North Dakota 58702

If to Developer: Big M Minot, LLC
 Attn: President
 400 10th St. SE
 Minot, ND 58701

33. **BINDING EFFECT.** This Agreement will inure to the benefit of and will be binding upon the City and Developer, and their respective successors and assigns.

34. **SEVERABILITY.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close of a resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.

35. **AMENDMENTS, CHANGES, AND MODIFICATIONS.** This Agreement may be amended or any of its terms modified only by the written amendment authorized and executed by the City and Developer. Any proposed modification which will substantially change the development plan with regard to costs, nature or type of the project, manner of payment, or completion dates as previously approved by the City is subject to the requirements of Section D of the Official Urban Renewal Plan and General Development Plan for the City of Minot, including the requirements of a public hearing, before it may be approved.

36. **CONFLICT OF TERMS.** In the event there is a conflict of terms between the minimum

assessment agreement and this Agreement, the terms of this Agreement shall prevail.

37. **COOPERATION.** The Parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
38. **REPRESENTATION.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement and agree they have not been influenced by any representations or statements made by any other Parties.
39. **WAIVER OF JURY TRIAL.** THE CITY AND DEVELOPER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS CONTRACT, OR IN ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS CONTRACT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CITY AND DEVELOPER ENTERING INTO THIS CONTRACT. THE PARTIES STIPULATE AND AGREE THAT THE DISTRICT COURT OF WARD COUNTY, NORTH DAKOTA, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR ANY LAWSUIT PERTAINING TO THIS CONTRACT AND CONSENT TO THE PERSONAL JURISDICTION IN SAID COURT IN THE EVENT OF ANY SUCH LAWSUIT.
40. **AUTHORITY TO EXECUTE AGREEMENT.** The Parties agree and acknowledge that the person or persons executing this Agreement on behalf of each Party have been duly authorized by that Party to execute this Agreement on its behalf.
41. **EXECUTION COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
42. **HEADINGS.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions or sections of this Agreement.
43. **RECORDING.** The Parties agree that this Agreement shall be recorded on the Property at the Ward County Recorder's office and shall run with the land and be binding upon any successors and assigns.
44. **AGREEMENT TO PAY ATTORNEYS' FEES.** Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

City of Minot, North Dakota

David Lakefield, Finance Director

On this ____ day of _____, 202_, before me, a Notary Public in and for said County and State, personally appeared Thomas Ross~~Shaun Sipma~~ and David Lakefield known to me to be the Mayor and Finance Director, respectively, of the City of Minot, that is described in and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Minot.

(SEAL)

Notary Public

DEVELOPER:

Big M Minot, LLC

Todd Berning, President

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

On this ____ day of _____, 202__, before me, a Notary Public in and for said County and State, personally appeared Todd Berning, known to me to be the President of Big M Minot, LLC, that is described in and who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of Big M Minot, LLC.

(SEAL)

Notary Public

COUNTY ACKNOWLEDGEMENT

Acknowledged by:

Ward County, North Dakota

Jim Rostad, Chairman

Marisa Haman, County Auditor

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

On this ____ day of _____, 202_, before me, a Notary Public in and for said County and State, personally appeared Jim Rostad and Marisa Haman, known to me to be the Chairman and County Auditor, respectively, of Ward County North Dakota, that is described in and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Ward County, North Dakota.

(SEAL)

Notary Public

EXHIBIT A – GUARANTY

GUARANTY

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce CITY OF MINOT, a municipal corporation under North Dakota law (herein, with its participants, successors and assigns, called “Lender”), enter into that certain Tax Increment Financing Development Agreement, dated the ____ day of _____, 2022 (referred to herein as the “TIF Development Agreement”), a copy of which is attached hereto as Exhibit “A,” and by this reference incorporated herein or extend other accommodations to or for the account of _____ (herein collectively called “Borrower”) or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by, relating to or arising out of the following: TIF Development Agreement, and any extensions, renewals or replacements thereof, including but not limited to the payment of any “Deficiency Amount” as described in the TIF Development Agreement (hereinafter referred to as the “Indebtedness”).

B. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the “Indebtedness”). Without limitation, this guaranty includes the following described debt(s):
_____.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder. PROVIDED, that the amount of Indebtedness shall be reduced and released in such amounts as set forth in paragraph 20 (b) of the TIF Development.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, until the later of (a) all Indebtedness has been paid in full or (b) the TIF Bonds, as described in the TIF Development Agreement, have been paid in full. The death or incompetence of the Undersigned

shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntary against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to the payment and performance of all of the debts, liabilities or obligations of the Borrower to the Lender relating to or arising out of the TIF Development Agreement, plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source of payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this Paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty is ☐ unsecured; ☐ secured by a mortgage dated ____ day of _____, 20____; ☐ secured by a security agreement dated ____ day of _____, 20____; ☐ secured by _____.

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty), without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodations or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the Interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the

enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefore; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under § 1111 (b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligator, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amount which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such amount was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. The Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under

this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all of the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefits of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application thereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and the Lender. The Undersigned waives notice of Lender's acceptance hereof.

14. If the Lender is required to commence any action against the Undersigned to enforce any provision of this guaranty, the venue for such action shall be in a North Dakota District Court located in Ward County, by a Judge alone and without a trial by jury. The Undersigned, having had an opportunity to consult with independent counsel of his choosing, hereby knowingly and voluntarily waives his right to a trial by jury in any manner relating to this guaranty, the Indebtedness or any other agreement, document or instrument related thereto. Further, the Undersigned acknowledges and agrees that a North Dakota District Court located in Ward County shall have complete and full personal jurisdiction over the Undersigned and subject matter jurisdiction with respect to such action.

STATE OF _____)
 : ss.
COUNTY OF _____)

Notary Public for the State of _____

EXHIBIT B - MAP OF PROPERTY

TIF District 2022-1

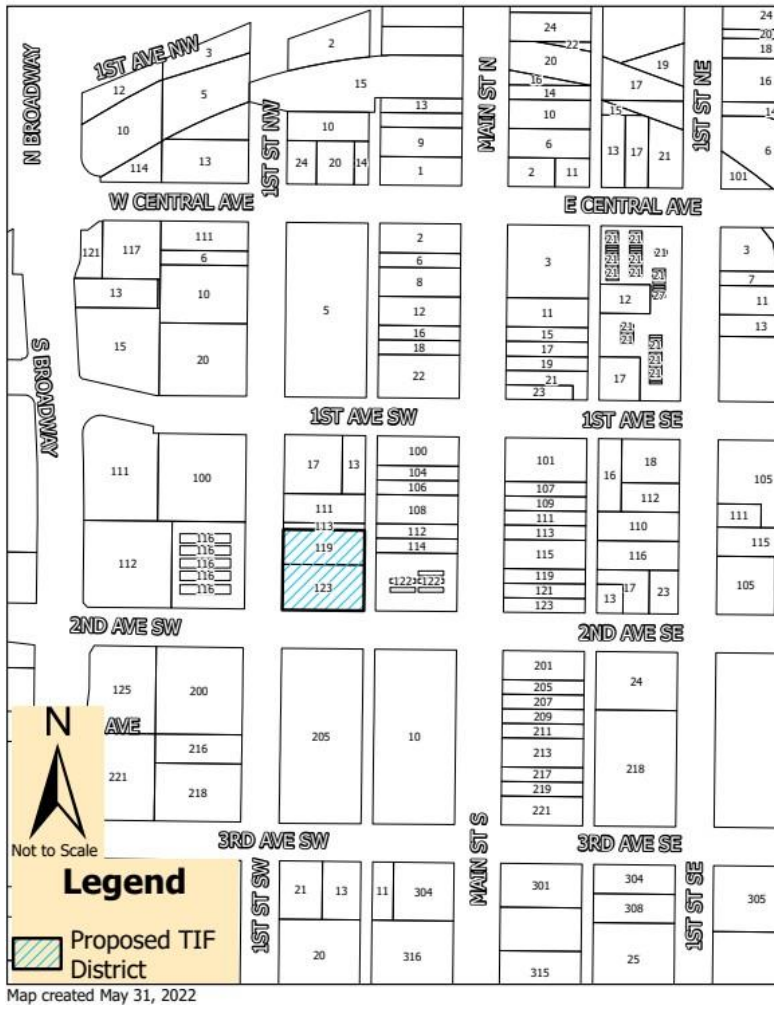


EXHIBIT C – MINIMUM ASSESSMENT AGREEMENT
(INSERT HERE)

EXHIBIT D – MINUTES OF THE COUNTY COMMISSION

Special Meeting Minutes of the Board of Ward County Commissioners
May 20, 2022

The special meeting of the Ward County Commission was called to order by Chairman Rostad at 1:00 PM with Commissioners Anderson, Fjeldahl, Pietsch, and Weppler present. Also present were department heads Jason Blowers, Marisa Haman, and Noreen Barton.

Roza Larson, State's Attorney, spoke to clarifying the motion that was passed at the last Commission meeting on May 17, 2022 regarding EPIC Companies M building project. The motion was for 100% tax relief for Ward County for 8 years. There was a question as to whether the negotiations in that meeting were done under the terms of the TIF or if it was simply a tax exemption for 8 years.

Moved by Comm. Weppler, seconded by Comm. Anderson to approve an 8 year, 100% Ward County property tax exemption as part of the TIF.

Ms. Larson researched and found that 1) tax exemptions can only be done for up to 5 years and 2) since the property is in the city, the city needs to start any type of tax exemption, not the county. Also, once a TIF is in place, other exemptions cannot be utilized simultaneously. Ms. Larson also stated under NDCC 40-05-24, a party can negotiate with entities any requested terms under the TIF (such as length of incentive and taxable values, among others).

David Lakefield, City of Minot Finance Director, appeared and spoke to what year this exemption would start. Since values have been set for 2022, Mr. Lakefield stated it will start in 2023. There is a formula to determine how much will be available for financing and with any type of change in funding, the figures may change a bit to consider different terms.

Further discussion was held on the TIF and government entities borrowing money to help with refurbishing buildings using taxpayer's assets. Mr. Lakefield stated there are limited uses that a TIF can be used for and that not all projects will qualify for its use. Blake Nybakken of EPIC Companies spoke via the telephone to the BLU project in the City of Minot and the differences between the two projects.

Roll call; Comm. Weppler, Anderson, and Rostad voted yes; Comm. Fjeldahl and Pietsch voted no; motion carried.

At 1:39 PM with no further business, the meeting was adjourned.

ACCEPTED AND APPROVED THIS 7TH DAY OF JUNE, 2022


Chairman, Ward County Commission

ATTEST:



Monica

EXHIBIT E – FORM OF PARTIAL RELEASE OF GUARANTY

(RESERVED FOR RECORDING DATA)

PARTIAL RELEASE OF GUARANTY

THIS PARTIAL RELEASE OF GUARANTY, made this ____ day of _____, 2022, submitted by the City of Minot, North Dakota (the "City").

WHEREAS, the City and Big M Minot, LLC (the "Developer"), entered into a Development Agreement, dated _____, 2022, for the redevelopment of the Midwest Federal Building (the "Project"), at the following described property:

ORIGINAL MINOT ADDITION LOTS 13, 14, 15 & SOUTH 3.2' OF LOT 16
BLOCK 6 (Building parcel)

ORIGINAL MINOT ADDITION SOUTH 13' OF LOT 18 & ALL LOT 17 & LOT
16 LESS SOUTH 3.2' BLOCK 6 (Parking lot parcel just north of building)

(the "Property"); and

WHEREAS, Developer, being owner of the Project, and the residential condominiums located on the top two (2) floors of the Midwest Federal Building, has sold a residential condominium unit located within the Property, and more particularly described as follows:

[LEGAL DESCRIPTION OF CONDOMINIUM UNIT]

(the "Condominium Unit Property"); and

WHEREAS, the Property is subject to the Guaranty set forth in Section 20(a) of the Development Agreement, which further secures payment for any delinquent amount; and

WHEREAS, pursuant to Section 20(b) of the Development Agreement, the City acknowledged and agreed to provide Developer with a partial release of the Guaranty on a pro rata basis for the value for each residential condominium unit sold; and

NOW THEREFORE, the City, in accordance with Section 20(b) of the Development Agreement, does hereby partially release the Condominium Unit Property from the Guaranty required by Section 20(a) of the Development Agreement, in the amount of [\$XXX]. This Partial Release is effective upon recording in the office of the Ward County Recorder.

(Signatures appear on the following pages.)

CITY:

City of Minot, North Dakota

By:

Its:

STATE OF NORTH DAKOTA)

)ss.

COUNTY OF WARD)

On this ____ day of _____, 2022, before me personally appeared
_____,
_____, known to me to be the person described in, and who executed
the within and foregoing instrument, and acknowledged that she/he executed the same.

Notary Public

(SEAL)

My Commission Expires:

AMENDED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MINOT, as City

AND

BIG M MINOT, LLC, as Developer

Dated as of ----- Relating to:

Redevelopment of the Midwest Federal Building

AMENDED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2024 (hereinafter referred to as the “Effective Date”), by and between Big M Minot, LLC, a North Dakota limited liability company, having an address of 400 10th St. SE, Minot, North Dakota 58701(the “Developer”), and the City of Minot, North Dakota, a municipal corporation and political subdivision whose principal office and mailing address is 10 3rd Avenue SW, Minot, North Dakota, 58702 (the “City”).

WHEREAS, the City has adopted a General Development Plan for Urban Renewal and Urban Development Plan in accordance with the provisions of Section 40-58-06, North Dakota Century Code, and will issue TIF Bonds to finance costs associated with TIF District No. 2022-1; and

WHEREAS, on June 28, 2022, the City held a public hearing regarding approval of this Agreement; and

WHEREAS, Developer has purchased the following described property specifically for purposes of this project:

ORIGINAL MINOT ADDITION LOTS 13, 14, 15 & SOUTH 3.2' OF LOT 16
BLOCK 6 (Building parcel)

ORIGINAL MINOT ADDITION SOUTH 13' OF LOT 18 & ALL LOT 17 & LOT
16 LESS SOUTH 3.2' BLOCK 6 (Parking lot parcel just north of building)

(hereinafter the “Property”); and

WHEREAS, the Property contains an existing building commonly referred to as the Midwest Federal Building, which is need of environmental mitigation, remodeling, and repurposing to restore the Midwest Federal Building to a level which will support occupancy and current industry standards; and

WHEREAS, in its current condition, the Property is blighted as it is functionally obsolete and in need of environmental mitigation; and

WHEREAS, Developer intends to reconstruct the Midwest Federal Building into a mixed-use building, offering underground parking, commercial and office space on the first five floors and residential apartments on floors six, seven, and eight(the “Project”); and

WHEREAS, Developer will be responsible for all costs associated with the design, renovation, and construction of the Project; and

WHEREAS, certain costs associated with the Project will be reimbursed by tax increment revenue generated by the creation of TIF District No. 2022-1 on the Property; and

WHEREAS, the City intends to issue TIF Bonds secured by a pledge of the above-described tax increment revenue and/or special assessments in order to reimburse Developer for certain costs associated with the Project; and

WHEREAS, the City has determined it to be in the best interests of the City to create TIF District No. 2022-1 to pay costs associated with the Project and to aid in the redevelopment of commercial and industrial property in the City; and

WHEREAS, Developer believes that it is in the best interest that the City create a tax increment financing district to pay the costs associated with the Project for the purpose of promoting commercial redevelopment in the City as set out in this Agreement; and

WHEREAS, the City, pursuant to N.D.C.C. §§ 40-05-24 and 40-58-20.2(2), has obtained the consent of the Minot Public School District (the “School District”) and Ward County (the “County”) to participate in the property tax incentive that will be in the form of tax increment financing for the Project; and

WHEREAS, it is necessary for Developer and the City to enter into this Agreement pursuant to N.D.C.C. § 40-58-20.1.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City and Developer agree as follows:

1. **DEFINITIONS.** The terms in this Section for all purposes of this Agreement, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

“Change in Law” means the introduction or repeal (in whole or in part) of, the amendment, alteration or modification to, or the change in interpretation of (in each case including, to the extent applicable, by retroactive effect), any applicable laws, standards, practices, or guidelines issued or published by any governmental entity that occur after the Effective Date that are binding on the City, Developer, or the Property.

“City” means the City of Minot, North Dakota, a municipal corporation and political subdivision of the State of North Dakota.

“City Council” means the City Council of the City of Minot, North Dakota.

“City Manager” means the Person appointed and acting as the City Manager for the City.

“Completion” means a certificate of occupancy, or like certificate, has been issued by the City.

“County” means Ward County, North Dakota.

“County Auditor” means the Ward County Auditor.

“County Commission” means the Ward County Commission.

“Developer” means Big M Minot, LLC, a North Dakota limited liability corporation.

“Guarantor” means each Person who has executed the Guaranty. Each officer, manager, director, governor, and/or member of the respective Developer that owns thirty percent (30%) of more of the outstanding membership interests of the respective Developer shall be required to be a Guarantor. Further, the Guarantors shall collectively own not less than sixty percent (60%) of the outstanding membership interests of the respective Developer. If, at any time, the Guarantors collectively own less than such sixty percent (60%), then additional officers, managers, directors, governors, and/or members of the respective Developer, that may own less than thirty percent (30%) of the outstanding membership interests, shall be required to execute a Guaranty to achieve the collective sixty percent (60%) ownership requirement of the Guarantors.

“Guaranty” means the Guaranty attached as **Exhibit A** and by this reference incorporated herein, with such changes, renewals, modifications or amendments thereto as the City shall deem reasonably necessary.

“Midwest Federal Building” means the portion of the Property to be reconstructed as a component of the Project.

“Party” means either the City or Developer, as the context requires, and its respective representatives, successors, and assigns, and if reference is made to the Parties, **“Parties”** means both the City and Developer, and their respective representatives, successors, and assigns.

“Project” means the proposed development of the Property with an 8-story building, incorporating underground parking, 5-floors of commercial and office space and 3-floors of residential apartments.

“Property” means the Midwest Federal Building and parking lot parcel legally described as:

ORIGINAL MINOT ADDITION LOTS 13, 14, 15 & SOUTH 3.2' OF LOT
16 BLOCK 6 (Building parcel)

ORIGINAL MINOT ADDITION SOUTH 13' OF LOT 18 & ALL LOT 17
& LOT 16 LESS SOUTH 3.2' BLOCK 6 (Parking lot parcel just north of
building).

The Property is shown on the map attached as **Exhibit B**.

“Reimbursable Costs” means certain expenses incurred by Developer for the Project eligible for reimbursement by the City, which includes reimbursable costs described in

Developer's application and permitted by this Agreement and N.D.C.C. § 40-58-20.1, Subd. 3.

"School District" means Minot Public Schools.

"TIF Bond Proceeds" means all of the proceeds from the sale of the TIF Bonds issued by the City used to reimburse Developer for certain costs incurred for the Project, except for costs of issuance (including items such as underwriter's discount and any bond insurance premium) and any reasonable required reserve fund.

"TIF Bonds" means the tax increment financing general obligation bonds issued by the City, which the City will pledge tax increment revenue from the TIF District and special assessments for debt service thereof. It is acknowledged that the TIF Bonds may be taxable.

"TIF District" or "TIF District No. 2022-01" means Tax Increment Financing District 2022-01 created by the City on June 28, 2022, by way of resolution.

"Unavoidable Delay" means a failure or delay in a party's performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party's reasonable control, including but not limited to acts of God, governmental agencies, the other party, strikes, labor disputes (except disputes which could be resolved by using union labor), fire or other casualty, or lack of materials; provided that within ten (10) days after a party impaired by the delay has knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within ten (10) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

2. **CREATION OF TIF DISTRICT.** On June 28, 2022, the City, by a separate resolution, created Tax Increment Financing District No. 2022-01 (the "TIF District") in the City as permitted in the General Plan for the City and Urban Renewal and Development Plan. The TIF District includes the Property.
3. **CONSENT.** Developer has requested and hereby consents to and approves the creation of the TIF District. Developer expressly waives any objection to any irregularity with regard to the creation of the TIF District. Further, Developer waives all rights to appeal (pursuant to N.D.C.C. § 28-34-01) such action of the City to a court. This waiver is express and Developer acknowledges it is waiving any and all rights of appeal regarding any irregularity with regard to the creation of the TIF District.
4. **INCREASED PROPERTY VALUE.** Except as otherwise set forth herein, Developer understands and agrees that the increased value of the Property in the TIF District will be taxed as a general real estate tax in the City. The Parties agree that the Property is subject to the Minimum Assessment Agreement, which is incorporated by reference into this Agreement as **Exhibit C**. The Parties agree to comply with the terms and conditions of the

Minimum Assessment Agreement as they relate to the Property throughout the term of this Agreement.

5. **TERM OF TIF DISTRICT.** Except as limited by Section 6 and 7 of this Agreement, pursuant to N.D.C.C. § 40-58-20 and as set forth in the preceding Section, tax increments will be collected from the TIF District for not more than twenty (20) years, commencing with the taxable year in which the City requests the County Auditor to compute, certify and remit to the City, the tax increment resulting from the development and redevelopment of the Property, pursuant to N.D.C.C. § 40-58-20(1) and this Section.
6. **CITY AND SCHOOL DISTRICT CONTRIBUTION.** The tax increments and the property tax incentive under the TIF District and this Agreement shall be the tax increment, as described in and calculated pursuant to N.D.C.C. § 40-58-20(4), resulting from the Project and based on applying ninety (90%) of the incremental value that is computed and certified pursuant to N.D.C.C. § 40-58-20(3) to debt service on the TIF Bonds, with the remaining ten (10%) of the tax increment going to the City, School District, and Minot Park District. For purposes of making this calculation of the tax increment and the incremental value, the original taxable value, as described in N.D.C.C. § 40-58-20(2) shall be the taxable value of the Property, as last assessed and equalized for the property tax year immediately preceding the date City requests the County Auditor to compute, certify and remit tax increments, pursuant to N.D.C.C. § 40-58-20(1).
7. **COUNTY CONTRIBUTION.** The tax increments that would normally be allocated to the County and the property tax incentive under the TIF District and this Agreement shall be the tax increment allocated from the County, as described in and calculated pursuant to N.D.C.C. § 40-58-20(4), resulting from the Project and based on applying one hundred percent (100%) of the incremental value that is computed and certified pursuant to N.D.C.C. § 40-58-20(3) for a period of eight (8) years, commencing on June 28, 2022. For purposes of making this calculation of the tax increment and the incremental value, the original taxable value, as described in N.D.C.C. § 40-58-20(2) shall be the taxable value of the Property, as last assessed and equalized for the property tax year immediately preceding the date City requests the County Auditor to compute, certify, and remit tax increments, pursuant to N.D.C.C. § 40-58-20(1). The County Commission approved County participation for a period of eight (8) years and to apply one hundred (100%) of the incremental value to the Project at a special meeting on May 20, 2022; the minutes of the County Commission are attached as **Exhibit D** to this Agreement. The County Commission has authorized its representatives to sign an acknowledgement consenting to the terms described in Section 7 hereof.
8. **DEVELOPMENT; DEVELOPER REPRESENTATIONS.**
 - a. Developer is a North Dakota limited liability company and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

- b. Developer will, to the extent required by this Agreement, construct the Project in accordance with the terms of this Agreement and all local, state and federal laws and regulations.
- c. Developer has received no written notice or communication from any local, state or federal official that the activities of the Developer or the City with respect to the Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Property.
- d. Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.
- e. Developer will be responsible for design, construction, and installation of the Project, at Developer's initial sole cost.
- f. The City shall have the right to oversee, approve of, all proposed Reimbursable Costs for the Property to be reimbursed.
- g. Developer shall notify the City when the portions of the Project to be reimbursed has reached Completion, and within ninety (90) calendar days of such notification by Developer, the City shall reinspect the Property and provide written notice to Developer of any objection to the work performed. Failure to provide said objection within ninety (90) calendar days shall be deemed approval and acceptance by the City.
- h. Developer shall be responsible for all maintenance of the Project.
- i. Developer's use of the Property shall be subject to and in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, and all applicable laws, ordinances, and regulations.
- j. Developer represents and warrants that it is the owner in fee simple of the Property and that there are no liens, defects or other encumbrances upon title to the Property that would hinder the development of the Property by the Developer as contemplated by this Agreement.
- k. Subject to any mortgage requirements that would require the Developer to act sooner, upon any damage or destruction of the Project, or any portion thereof, by fire or other casualty, the Developer shall within one hundred twenty (120) days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged or destroyed Project, or portion thereof, to substantially the same condition or utility value as existed prior to the event causing

such damage or destruction and shall diligently pursue such repair, reconstruction, and restoration.

- l. Developer agrees to permit the City and any of their officers, employees or agents access to the Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that the City shall have an obligation to inspect such work.

9. **INSURANCE.**

- a. Subject to the terms of any mortgage relating to the Property, the Developer shall keep and maintain the Property and Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss, including, but not limited to, the following:

- a. fire
- b. extended coverage perils
- c. vandalism and malicious mischief
- d. boiler explosion (but only if steam boilers are present)
- e. collapse

on a replacement cost basis in an amount equivalent to the full insurable value thereof ("full insurable value" shall include the actual replacement cost of the Project, exclusive of foundations and footings, without deduction for architectural, engineering, legal or administrative fees or for depreciation). Insurance in effect with respect to any portion of the Project to be rehabilitated or renovated as a part of the Project prior to reimbursement of costs by the City to the Developer pursuant to Section 10 shall be maintained on an "all-risk" builder's risk basis during the course of construction. The policies required by this Section shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$25,000.

- b. Subject to the terms of any mortgage relating to the Property, policies of insurance required by this Section shall insure and be payable to the Developer, and shall provide for release of insurance proceeds to the Developer for restoration of loss. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

10. **REIMBURSABLE COSTS.**

- a. The City will remit TIF Bond Proceeds to Developer as reimbursement for certain costs incurred by Developer for the Project on a monthly basis. Specifically, the City will remit the TIF Bond Proceeds for the Reimbursable Costs on the Property, or any other Reimbursable Costs permitted by N.D.C.C. § 40-58-20.1, Subd. 3.
- b. The City will reimburse the Developer for Reimbursable Costs on a monthly basis. The Developer shall provide the City detailed receipts, invoices, or statements for Reimbursable Costs to draw upon TIF Bond Proceeds once per month. Within thirty (30) calendar days of receipt of the receipts, invoices, or statements, the City, in addition to inspecting the Property to be reimbursed, will review such statements and notify Developer of any discrepancies or the need for additional information. The Developer shall remedy such deficiencies or discrepancies to the City's satisfaction, and the City will remit a payment to the Developer upon such satisfaction. The City shall remit any undisputed amounts owed to Developer for reimbursement. If the City disputes items submitted by Developer for reimbursement, the City and Developer shall negotiate such items in Good Faith to arrive at a reimbursement amount. The City and Developer agree that the reimbursement amount shall not exceed the proceeds received from the sale of TIF Bonds, net of cost of issuance or premium or discount.

11. **CONDITIONS PRECEDENT FOR PAYMENT OF REIMBURSABLE COSTS.** The payment by the City to the Developer of the Reimbursable Costs are subject to the satisfaction of the following conditions precedent:

- a. The City has determined that Developer's submitted requests for reimbursement are permitted Reimbursable Costs under the terms of this Agreement.
- b. The Guarantors have executed and delivered to the City their respective Guaranty.
- c. The Minimum Assessment Agreement has been executed.
- d. There has been no event of default under this Agreement by the Developer.

12. **CONDITIONS PRECEDENT TO ISSUANCE OF TIF BONDS.**

- a. Approval by the City Council to issue the TIF Bonds.

- b. The Guarantors have executed and delivered to the City their respective Guaranty.
 - c. There has been no event of default under this Agreement by the Developer.
- 13. **APPLICATION OF FUNDS.** Developer agrees that the tax increment revenue generated from the TIF District will be applied to the costs of the TIF Bonds issued by the City for the twenty (20) years (levied 2022 through 2041 and collected 2023 through 2042) of the TIF District or until the debt service of the TIF Bonds is paid in full, whichever occurs first.
- 14. **EVENTS OF DEFAULT.** Subject to Unavoidable Delay, the following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events which occurs and continues for more than thirty (30) days after written notice by the defaulting party of such default (and the term “default” shall mean any event which would with the passage of time or giving of notice, or both, be an “Event of Default” hereunder):
 - a. Failure of the Developer to construct the Project as required hereunder.
 - b. Failure of the Developer or the City to observe and perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.
 - c. Failure of the Developer to pay any taxes on the Property as they become due.
 - d. Filing of any voluntary petition in bankruptcy or similar proceedings by the Developer; general assignment for the benefit of creditors made by the Developer or admission in writing by the Developer of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against the Developer which are not dismissed or stayed within sixty (60) days.
- 15. **REMEDIES ON DEFAULT.** In the event the City desires to exercise any of its rights or remedies as provided herein or otherwise available to the City at law or in equity, the City shall first provide written notice to Developer setting forth with specific particularity the Event of Default and the action required to cure or remedy the same (the “Default Notice”). Developer or any transferee or assignee, shall have thirty (30) days from receipt of a Default Notice to cure or remedy the Event of Default specified in the Default Notice, or such longer period as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances. If, following Developer’s receipt of a Default Notice, Developer does not cure or remedy the Event of Default therein specified within the time provided above, the City may take any one or more of the following actions at any time prior to Developer’s curing or remedying the Event of Default:
 - a. Suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

- b. In the case of a material default that is not cured within a reasonable period of time, Terminate all rights of Developer under this Agreement.
- c. Not issue the TIF Bonds or withhold reimbursement from the TIF Bond proceeds.
- d. Take whatever action at law or in equity may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.
- e. Pursue and obtain against Developer and each Guarantor full and complete reimbursement for all costs and expenses the City has incurred under this Agreement, including recovery of the outstanding balance of the TIF Bonds.

In the event the City should fail to observe or perform any covenant, agreement or obligation of the City on their part to be observed and performed under this Agreement, Developer may take any one or more of the following actions:

- a. Suspend its performance under this Agreement until it receives assurances from the City deemed adequate by Developer, that the City will cure its default and continue its performance under this Agreement.
- b. In the case of a material default that is not cured within a reasonable period of time, Terminate all rights of the City under this Agreement.
- c. Take whatever action at law or in equity may appear necessary or desirable to Developer to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement.

- 16. **TERMINATION.** This Agreement will terminate and be of no further force and effect after the TIF Bonds issued relating to the TIF District have been paid in full, or December 31, 2043, whichever event occurs first.
- 17. **NO REMEDY EXCLUSIVE.** No remedy herein conferred upon or reserved to the City or to the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or Developer to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.
- 18. **RESPONSIBILITIES OF DEVELOPER.**
 - a. Developer must obtain all required permits, licenses and approvals, and must meet all requirements of all local, state, and federal laws and regulations which must be obtained or met in connection with the development and construction of private buildings and businesses. Without limitation to the foregoing, Developer must

request and obtain from the City all necessary variances, conditional use permits, or zoning changes. The Parties agree and acknowledge that this Agreement does not constitute review or approval of any permits, approvals, or licenses which may be required by the City.

- b. Developer shall devote each such parcel to the uses specified for it in the submitted plan and the Developer shall begin and complete the development of such land for uses required in the plan by February 28 2025.
 - c. Developer shall retain the interest it acquires on individual properties transferred to it until it has completed the construction and development of said properties in accord with the provisions of the submitted plan and disposition instruments.
 - d. Developer shall not sell, lease, or otherwise transfer the interests in the Property, or any part thereof, or transfer or assign any of Developer's rights or interests under this Agreement without the prior written consent of the City.
 - e. Developer agrees that no covenant, agreement, lease, conveyance, or other instrument shall be effected or executed by the City or by a Developer (or any successor in interest) whereby the use of the land in the project area is restricted, either by the City or Developer (or any successor in interest) upon the basis of race, creed, color, or national origin in the sale, lease, or occupancy thereof. The foregoing restriction shall be implemented by appropriate covenants or other provisions and disposal instruments as covenants running with the land.
 - f. Developer, its successor, or assigns shall not discriminate in the use, sale, or lease of any property within the project area or any part thereof, against any person because of race, color, religion, or national origin and such provisions shall be included in disposition instruments as a covenant running with the land.
 - g. Developer shall ensure that all plans for structures, site improvements, signs (other than directional signs) and landscaping must be approved in writing for conformance with the provisions of the submitted plan by the City of Minot Engineering Department before construction is commenced.
19. **PARKING RAMP.** Developer intends to use the parking ramps for its residential tenants on Mondays through Fridays after 5:00 p.m. and for twenty-four (24) hours a day on Saturdays and Sundays. Developer agrees and acknowledges that the failure to comply with this provision shall be deemed a default of this Agreement.
20. **SPECIAL ASSESSMENTS.** Developer acknowledges that special assessments for improvement districts benefitting the Property may be levied as special assessments against the Property and are not included in this Agreement.
21. **INSUFFICIENT REVENUE.**

- a. Developer agrees that in the event there is inadequate revenue generated from the TIF District to cover the costs incurred by the City for debt service on the TIF Bonds, the amount of said delinquency shall be specially assessed against the Property, levied and certified as a special assessment.
 - b. Developer agrees that the above-described special assessments benefit the Property and will be subject to such assessment. The Developer, for itself, and its successors and assigns, waives any objection to any irregularity with regard to the assessment process for such assessments. This waiver includes a waiver to any objection to the amount of the special assessment levied against the Property, including any and all claims that such assessment is excessive, arbitrary, capricious, or unreasonable. Further, the Developer, for itself and its successors and assigns, waives all rights to appeal such action of the City to the court. These waivers are express, and the Developer acknowledges that it is waiving any and all rights of appeal to the assessment and reassessment.
22. **GUARANTY.** To further secure payment for any delinquency amount, the Guaranty from each Guarantor required to provide a Guaranty shall be executed and delivered to the City. Without in any manner limiting the ability of the City to levy the special assessment, as described in Section 16, each Guarantor **shall be jointly and severally liable for any insufficient revenue and the City may, in addition to any other remedy available to it, also seek and obtain payment of the amount from each Guarantor, jointly or severally.**
23. **EXCESS REVENUE.** Developer agrees and acknowledges that any excess increment remaining in the City's fund for the TIF District at the termination of payments for the TIF Bonds will belong to the City.
24. **INTERPRETATION AND ADMINISTRATION.** The City will have full power and authority to interpret, construe, and administer this Agreement and its interpretations, and construction thereof and action thereunder will be binding and conclusive on the parties for all purposes.
25. **GOVERNING LAW.** This Agreement will be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement must be brought in an appropriate venue located in Ward County, North Dakota.

26. **CHANGE IN LAW.** Developer will ensure that the Project is performed in accordance with the terms of this Agreement following any Change in Law. If a Change in Law occurs or will occur within ninety (90) calendar days, either Party may notify the other Party and include in such notification: (i) an opinion on its likely effects; (ii) any necessary changes to the Project or implementation of this Agreement, including the full detail of the procedure for implementing such changes; and (iii) amendments (if any) required by this Agreement. After either Party delivers a notice of change in Law, the Parties shall meet and discuss the issues referred to in such notice and any ways in which Developer can mitigate the effect of the relevant Change in Law.
27. **LEGISLATIVE AND TAX DISCLOSURE.** Developer acknowledges and agrees that the authority of the City to create, impose, and administer the TIF District is derived from North Dakota statutory authority and the North Dakota legislature has the power to amend, repeal, and replace any and all laws relating to tax increment financing, property tax valuation, and collection.
28. **ASSIGNMENT.** Except as otherwise expressly provided in this Agreement, Developer agrees, on behalf of itself, its officers and partners and the personal representatives of the same, and any other person or persons claiming any benefits under Developer by virtue of this Agreement, that this Agreement and the rights, interests, and benefits hereunder will not be assigned, transferred, pledged or hypothecated in any way by Developer, or by any other person claiming under it by virtue of this Agreement, and will not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process, will be null and void and without effect.
29. **TAX INCREMENT.** Developer agrees and acknowledges that it has no rights to the tax increment generated by the TIF District. Reimbursement to Developer is limited solely to the TIF Bond Proceeds as set forth herein.
30. **INDEMNIFICATION; RELEASE OF LIABILITY.** Developer agrees it will indemnify, defend, and hold harmless the City, its officers, employees, agents, and contractors from any and all claims or causes of action, of any nature, arising or purportedly arising out of actions of Developer, its officers, employees, agents, or contractors in connection with this Agreement. The Developer agrees to assume the entire risk, responsibility, payment and liability for all actions, claims, demands, liabilities, losses, damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, relating to or in any manner connected with the Developer's acts or omissions. Without limiting the foregoing, the indemnification obligation of the Developer shall include the obligation and duty to defend the City, from and against all claims, lawsuits, actions or other matters relating to or in any manner arising from the Developer's indemnification obligations.

The Developer hereby releases and forever discharges the City from any and all claims or causes of which may result from a loss of the tax increments as provided herein, whether by legislative action or judicial decision. The Developer understands and agrees that the tax increment financing which is to be provided to the Developer pursuant to Chapter 40-

58 of the North Dakota Century Code is solely dependent upon the validity of said provisions and compliance with all of the provisions contained therein. The Developer has satisfied itself as to such validity and compliance and hereby waives any and all claims and causes of actions which it has or may have against the City in the event of loss of the tax exemption for any reason.

31. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties. It may not be changed orally but only upon an agreement in writing approved by the City Council and signed by the Mayor and Finance Director. It may be modified as to terms and conditions from time to time upon mutual consent of the Parties; however, such modification must be reduced to writing, signed by the Parties and the document appended to and made a part of this Agreement.
32. **NOTICE.** All notices, certificates, or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:
- If to the City: City of Minot, North Dakota
 Attn: City Manager
 103rd Ave. SW
 Minot, North Dakota 58702
- If to Developer: Big M Minot, LLC
 Attn: President
 400 10th St. SE
 Minot, ND 58701
33. **BINDING EFFECT.** This Agreement will inure to the benefit of and will be binding upon the City and Developer, and their respective successors and assigns.
34. **SEVERABILITY.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close of a resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.
35. **AMENDMENTS, CHANGES, AND MODIFICATIONS.** This Agreement may be amended or any of its terms modified only by the written amendment authorized and executed by the City and Developer. Any proposed modification which will substantially change the development plan with regard to costs, nature or type of the project, manner of payment, or completion dates as previously approved by the City is subject to the requirements of Section D of the Official Urban Renewal Plan and General Development Plan for the City of Minot, including the requirements of a public hearing, before it may be approved.
36. **CONFLICT OF TERMS.** In the event there is a conflict of terms between the minimum assessment agreement and this Agreement, the terms of this Agreement shall prevail.

37. **COOPERATION.** The Parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
38. **REPRESENTATION.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement and agree they have not been influenced by any representations or statements made by any other Parties.
39. **WAIVER OF JURY TRIAL.** THE CITY AND DEVELOPER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS CONTRACT, OR IN ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS CONTRACT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CITY AND DEVELOPER ENTERING INTO THIS CONTRACT. THE PARTIES STIPULATE AND AGREE THAT THE DISTRICT COURT OF WARD COUNTY, NORTH DAKOTA, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR ANY LAWSUIT PERTAINING TO THIS CONTRACT AND CONSENT TO THE PERSONAL JURISDICTION IN SAID COURT IN THE EVENT OF ANY SUCH LAWSUIT.
40. **AUTHORITY TO EXECUTE AGREEMENT.** The Parties agree and acknowledge that the person or persons executing this Agreement on behalf of each Party have been duly authorized by that Party to execute this Agreement on its behalf.
41. **EXECUTION COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
42. **HEADINGS.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions or sections of this Agreement.
43. **RECORDING.** The Parties agree that this Agreement shall be recorded on the Property at the Ward County Recorder's office and shall run with the land and be binding upon any successors and assigns.
44. **AGREEMENT TO PAY ATTORNEYS' FEES.** Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

4872-5293-0595\1

DEVELOPER:

Big M Minot, LLC

Todd Berning, President

STATE OF NORTH DAKOTA)
) ss.

COUNTY OF WARD)

On this ____ day of _____, 202_, before me, a Notary Public in and for said County and State, personally appeared Todd Berning, known to me to be the President of Big M Minot, LLC, that is described in and who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of Big M Minot, LLC.

(SEAL)

Notary Public

COUNTY ACKNOWLEDGEMENT

Acknowledged by:

Ward County, North Dakota

Jim Rostad, Chairman

Marisa Haman, County Auditor

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

On this ____ day of _____, 202_, before me, a Notary Public in and for said County and State, personally appeared Jim Rostad and Marisa Haman, known to me to be the Chairman and County Auditor, respectively, of Ward County North Dakota, that is described in and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Ward County, North Dakota.

(SEAL)

Notary Public

EXHIBIT A – GUARANTY

GUARANTY

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce CITY OF MINOT, a municipal corporation under North Dakota law (herein, with its participants, successors and assigns, called “Lender”), enter into that certain Tax Increment Financing Development Agreement, dated the ____ day of _____, 2022 (referred to herein as the “TIF Development Agreement”), a copy of which is attached hereto as Exhibit “A,” and by this reference incorporated herein or extend other accommodations to or for the account of _____ (herein collectively called “Borrower”) or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

- A. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by, relating to or arising out of the following: TIF Development Agreement, and any extensions, renewals or replacements thereof, including but not limited to the payment of any “Deficiency Amount” as described in the TIF Development Agreement (hereinafter referred to as the “Indebtedness”).
- B. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the “Indebtedness”). Without limitation, this guaranty includes the following described debt(s):

_____.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder. PROVIDED, that the amount of Indebtedness shall be reduced and released in such amounts as set forth in paragraph 20 (b) of the TIF Development.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, until the later of (a) all Indebtedness has been paid in full or (b) the TIF Bonds, as described in the TIF Development Agreement, have been paid in full. The death or incompetence of the Undersigned

shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntary against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to the payment and performance of all of the debts, liabilities or obligations of the Borrower to the Lender relating to or arising out of the TIF Development Agreement, plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source of payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this Paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty is ☐ unsecured; ☐ secured by a mortgage dated ____ day of _____, 20____; ☐ secured by a security agreement dated ____ day of _____, 20____; ☐ secured by _____.

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty), without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodations or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the Interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the

enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefore; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under § 1111 (b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligator, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amount which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such amount was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. The Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under

this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all of the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefits of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application thereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and the Lender. The Undersigned waives notice of Lender's acceptance hereof.

14. If the Lender is required to commence any action against the Undersigned to enforce any provision of this guaranty, the venue for such action shall be in a North Dakota District Court located in Ward County, by a Judge alone and without a trial by jury. The Undersigned, having had an opportunity to consult with independent counsel of his choosing, hereby knowingly and voluntarily waives his right to a trial by jury in any manner relating to this guaranty, the Indebtedness or any other agreement, document or instrument related thereto. Further, the Undersigned acknowledges and agrees that a North Dakota District Court located in Ward County shall have complete and full personal jurisdiction over the Undersigned and subject matter jurisdiction with respect to such action.

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned
the ____ day of _____, 20____.

[insert name of guarantor]

STATE OF _____)

: ss.

COUNTY OF _____)

Notary Public for the State of _____

EXHIBIT B - MAP OF PROPERTY

TIF District 2022-1



EXHIBIT C – MINIMUM ASSESSMENT AGREEMENT
(INSERT HERE)

EXHIBIT D – MINUTES OF THE COUNTY COMMISSION

Special Meeting Minutes of the Board of Ward County Commissioners

May 20, 2022

The special meeting of the Ward County Commission was called to order by Chairman Rostad at 1:00 PM with Commissioners Anderson, Fjeldahl, Pietsch, and Weppeler present. Also present were department heads Jason Blowers, Marisa Haman, and Noreen Barton.

Roza Larson, State's Attorney, spoke to clarifying the motion that was passed at the last Commission meeting on May 17, 2022 regarding EPIC Companies M building project. The motion was for 100% tax relief for Ward County for 8 years. There was a question as to whether the negotiations in that meeting were done under the terms of the TIF or if it was simply a tax exemption for 8 years.

Moved by Comm. Weppeler, seconded by Comm. Anderson to approve an 8 year, 100% Ward County property tax exemption as part of the TIF.

Ms. Larson researched and found that 1) tax exemptions can only be done for up to 5 years and 2) since the property is in the city, the city needs to start any type of tax exemption, not the county. Also, once a TIF is in place, other exemptions cannot be utilized simultaneously. Ms. Larson also stated under NDCC 40-05-24, a party can negotiate with entities any requested terms under the TIF (such as length of incentive and taxable values, among others).

David Lakefield, City of Minot Finance Director, appeared and spoke to what year this exemption would start. Since values have been set for 2022, Mr. Lakefield stated it will start in 2023. There is a formula to determine how much will be available for financing and with any type of change in funding, the figures may change a bit to consider different terms.

Further discussion was held on the TIF and government entities borrowing money to help with refurbishing buildings using taxpayer's assets. Mr. Lakefield stated there are limited uses that a TIF can be used for and that not all projects will qualify for its use. Blake Nybakken of EPIC Companies spoke via the telephone to the BLU project in the City of Minot and the differences between the two projects.

Roll call; Comm. Weppeler, Anderson, and Rostad voted yes; Comm. Fjeldahl and Pietsch voted no; motion carried.

At 1:39 PM with no further business, the meeting was adjourned.

ACCEPTED AND APPROVED THIS 7TH DAY OF JUNE, 2022


Chairman, Ward County Commission

ATTEST:



Marisa Haman, County Clerk

EXHIBIT E – FORM OF PARTIAL RELEASE OF GUARANTY

(RESERVED FOR RECORDING DATA)

PARTIAL RELEASE OF GUARANTY

THIS PARTIAL RELEASE OF GUARANTY, made this ____ day of _____, 2022, submitted by the City of Minot, North Dakota (the "City").

WHEREAS, the City and Big M Minot, LLC (the "Developer"), entered into a Development Agreement, dated _____, 2022, for the redevelopment of the Midwest Federal Building (the "Project"), at the following described property:

ORIGINAL MINOT ADDITION LOTS 13, 14, 15 & SOUTH 3.2' OF LOT 16
BLOCK 6 (Building parcel)

ORIGINAL MINOT ADDITION SOUTH 13' OF LOT 18 & ALL LOT 17 & LOT
16 LESS SOUTH 3.2' BLOCK 6 (Parking lot parcel just north of building)

(the "Property"); and

WHEREAS, Developer, being owner of the Project, and the residential condominiums located on the top two (2) floors of the Midwest Federal Building, has sold a residential condominium unit located within the Property, and more particularly described as follows:

[LEGAL DESCRIPTION OF CONDOMINIUM UNIT]

(the "Condominium Unit Property"); and

WHEREAS, the Property is subject to the Guaranty set forth in Section 20(a) of the Development Agreement, which further secures payment for any delinquent amount; and

WHEREAS, pursuant to Section 20(b) of the Development Agreement, the City acknowledged and agreed to provide Developer with a partial release of the Guaranty on a pro rata basis for the value for each residential condominium unit sold; and

NOW THEREFORE, the City, in accordance with Section 20(b) of the Development Agreement, does hereby partially release the Condominium Unit Property from the Guaranty required by Section 20(a) of the Development Agreement, in the amount of [\$\$\$]. This Partial Release is effective upon recording in the office of the Ward County Recorder.

(Signatures appear on the following pages.)

CITY:

City of Minot, North Dakota

By:

Its:

STATE OF NORTH DAKOTA)

)ss.

COUNTY OF WARD)

On this ____ day of _____, 2022, before me personally appeared
_____, _____, known to me to be the person described in, and who executed
the within and foregoing instrument, and acknowledged that she/he executed the same.

Notary Public

(SEAL)

My Commission Expires:

RESOLUTION NO. ____

**A RESOLUTION ~~AMENDING CREATING~~ TAX INCREMENT FINANCING
DISTRICT NO. 2022-1 OF THE CITY OF MINOT, NORTH DAKOTA**

WHEREAS, the City adopted an Official Urban Renewal Plan and General Development Plan for the City of Minot in accordance with the provisions of Section 40-58-06 of the North Dakota Century Code; and

WHEREAS, pursuant to the General Plan and Urban Renewal and Development Plan, the City has the authority to create new tax increment financing districts in the areas covered by that plan by resolution;

WHEREAS, the Minot City Council adopted the original resolution enacting Tax Increment Financing District No. 2022-1 on June 28, 2022;

WHEREAS, Big M Minot, LLC submitted ~~an~~ revised application that contained a development and renewal plan, which is attached and incorporated into this Resolution as Exhibit A;

WHEREAS, the City Council held a public hearing relating to the Big M Minot, LLC development and renewal plan described in Exhibit A;

WHEREAS, the City Council now wishes to make certain findings and ~~revise~~approve the development and renewal area and the development and renewal plan described specifically in Exhibit A;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Minot, North Dakota that:

1. The City Council finds that the area identified in the development and renewal plan described in Exhibit A consists of commercial and residential property located in the City of Minot and designates the area identified in the development and renewal plan described in Exhibit A appropriate for a development or renewal project.
2. The City Council finds that the area identified in the Urban Renewal and Development Plan described in Exhibit A is blighted. The subject property contains a deteriorating building. There is water in the basement, asbestos remediation is required, and the building needs a complete renovation to be brought back to useful life.
3. The City Council finds that the Urban Renewal and Development Plan described in Exhibit A is consistent with the City's comprehensive plan.
4. The City Council finds that the fundamental purpose of the Urban Renewal and Development Plan described in Exhibit A and the tax increment financing proposed is

to encourage desirable redevelopment that would not otherwise occur but for the assistance provided through the tax increment financing (TIF).

5. The City Council finds that no families will be displaced from the Urban Renewal and Development Plan described in Exhibit A, and therefore there is no need to determine a feasible method to relocate families displaced from the development and renewal area in Exhibit A.
6. The City Council finds that the Urban Renewal and Development Plan described in Exhibit A conforms to the Master Plan of the municipality as a whole.
7. The City Council finds that the Urban Renewal and Development Plan described in Exhibit A affords maximum opportunity, consistent with the sound needs of the municipality as a whole, for the development, rehabilitation, and redevelopment of the development and renewal area described in Exhibit A.
8. The City Council finds that the approval of the Urban Renewal and Development Plan described in Exhibit A is in the best interests of the municipality as a whole, is necessary and appropriate to the extent relevant, and does not result in unfair competition or unfair advantage.
9. The City Council finds that the development, rehabilitation, conservation, and redevelopment of the property identified in Exhibit A is necessary in the interest of the public economy, health, safety, morals, and welfare of the residents of the City of Minot.
10. The City Council hereby designates the area identified in Exhibit A as a development and renewal area that is appropriate for a development or renewal project as set forth in Chapter 40-58 of the North Dakota Century Code.
11. The City Council, pursuant to N.D.C.C. § 40-05-24 and § 40-58-20.2 (2), has obtained the consent of the Minot Public Schools District and Ward County Commission to participate in the property tax incentive that will be in the form of tax increment financing for the redevelopment of the M Building, and the Minot Park District has likewise provided a general consensus to move forward with the same.
12. The financial strength of the project has been reviewed by an independent third party PFM Financial Advisors, LLC.
13. Based on the review and recommendations by the City Council, the independent review by PFM Financial Advisors, LLC and City staff reports, and pursuant to N.D.C.C. § 40-58-05(2) and the City's policy on tax increment financing, the renewal and development plan identified in Exhibit A, is necessary in the interests of the public economy, health, safety, morals, and welfare of the residents of the City.

14. Based on the independent third-party review by PFM Financial Advisors, LLC, this project would not be financially feasible without public assistance.
15. The City Council hereby approves the Urban Renewal and Development Plan described in Exhibit A.
16. That Tax Increment Financing District No. 2022-1 covering the property attached as Exhibit A hereto in the City of Minot is hereby approved, and the City Manager is authorized and directed to file this Resolution and the approved development and renewal plan for the development and renewal area with the Ward County Auditor and the North Dakota Department of Commerce – Division of Community Services.

Passed and adopted this ____ day of _____, 202__

ATTEST:

APPROVED:

EXHIBIT A

CITY OF MINOT **AMENDED** URBAN RENEWAL AND DEVELOPMENT PLAN OF 2022 FOR TIF DISTRICT 2022-1

1.

INTRODUCTION

The City of Minot, having adopted its Comprehensive Plan as to the development of the City and setting forth therein its development plans and goals and setting forth its development area, does now make this specific plan for the development of an urban renewal area for commercial or residential development (hereinafter the "Development Plan"). The City finds that the property set forth in **Exhibit A** consists of commercial and/or residential property that is appropriate for a development and renewal project and is consistent with the comprehensive city plan.

2.

LAND ACQUISITION

The City of Minot, to the greatest extent it determines to be feasible in carrying out this Development Plan, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the development of the development and renewal area by private enterprise. The City does not now contemplate that land acquisition maybe necessary, but the City reserves its right to purchase the necessary property by negotiation prior to any condemnation action. If the City acquires any land, it may sell or lease all or a part of any property purchased to further the goal of development of the property.

3.

ZONING AND LAND USES

The City of Minot has determined that the land in the development area shall primarily be used for commercial, residential, and related appurtenances. To the extent the property in the development area is not zoned properly, the City, following its normal zoning procedures, shall zone the development property for such use. The City, however, reserves the right to zone part of the property for other uses if it deems that to be in the best interest of the City.

4.

RELATIONSHIP TO COMPREHENSIVE PLAN AND LOCAL OBJECTNES

The City of Minot contemplates this Development Plan specifically ties into its Comprehensive Plan for the City in order to prevent slum and blight, as well as the development of commercial and residential developments within the City. The City recognizes that the ongoing economic development of the City is necessary for the future growth and welfare of the City and its citizens. The development of infrastructure and commercial and residential development can provide for the continued growth and stability of the City.

5.

DEVELOPMENT GOALS

The City of Minot, in developing this Development Plan, takes into consideration the ongoing and varied needs of its businesses and citizens within the development area. As such, this Development Plan may be made up of a number of projects or steps which the City contemplates may be necessary to carry out the goals and objectives of this Development Plan and the General Plan of the City. The projects which constitute a subpart of the Development Plan are as follows:

- a. The creation of one or more tax increment districts in the development area to pay for all or part of the cost of development or renewal, possibly including land acquisition. The City will create one or more tax increment districts in the development area in the future by resolution of the City Council.
- b. As an aspect of the tax increment financing district, the granting of full or partial economic incentives permitted by state law to attract commercial and/or residential enterprises.
- c. Such other steps that the City may in the future determine to be necessary to achieve its goal of commercial and residential expansion.

6.

FINANCING

The City of Minot reserves the right to finance the costs incurred in implementing this Development Plan as allowed by law. Such financing includes, but is not limited to, the use of general fund money, tax increment bond financing, special assessment bond financing, State Revolving Loan Fund Revenue Bonds payable in whole or in part by tax increments, County, State and Federal Grants, contributions by private enterprise, or any combination of the above.

7.

IMPROVEMENTS BY PROJECT DEVELOPER

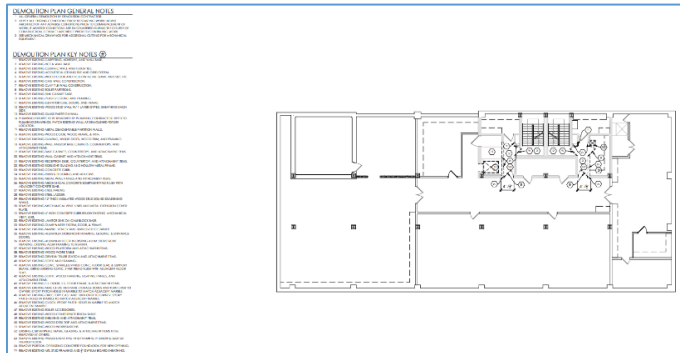
The improvements funded by this Development Plan are the improvements set forth above, as well as other development costs allowed under Sections 40-58-20 and 40-58-20.1 of the North Dakota Century Code. The project developer may privately construct and finance these improvements and may receive a total or partial tax exemption for said costs, but not to exceed twenty (20) years in length.

RENDERING OF BUILDING EXTERIOR

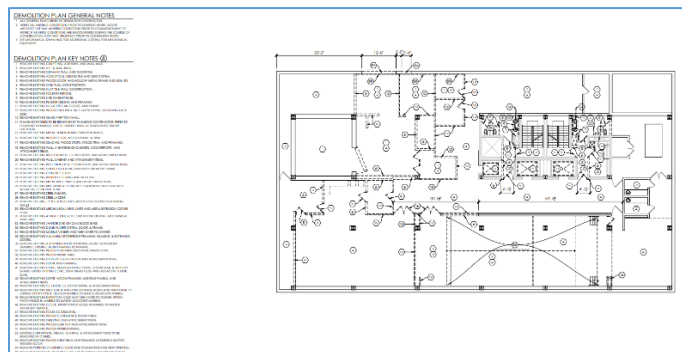


DEMOLITION PLANS

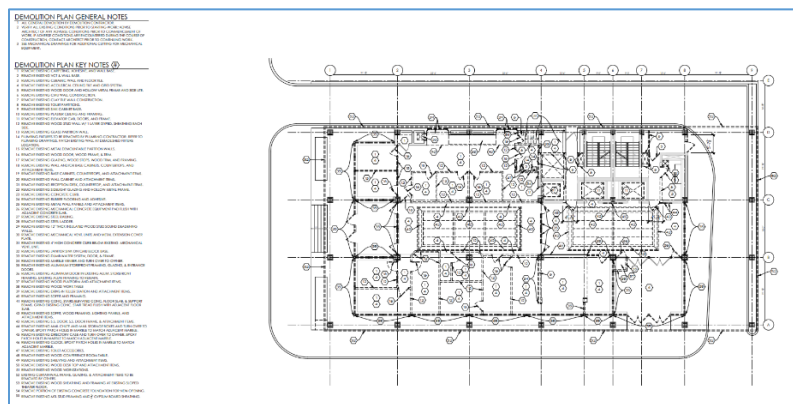
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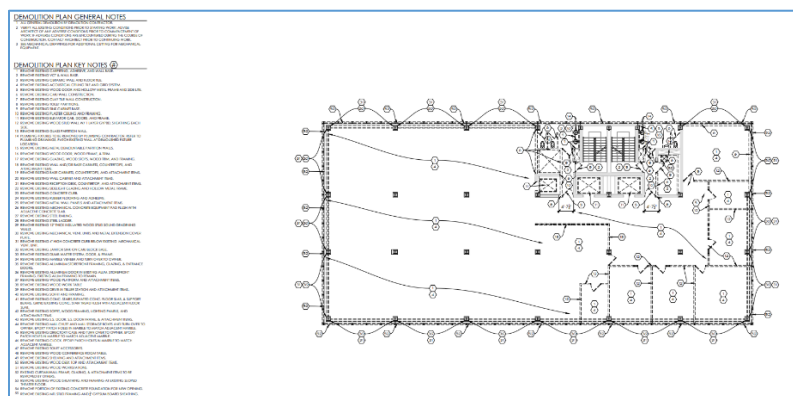
BASEMENT



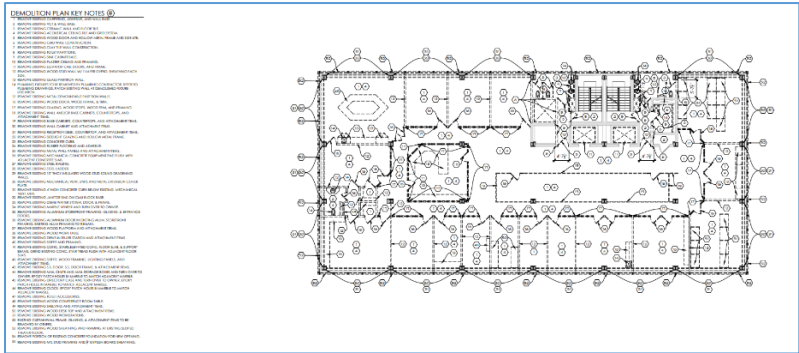
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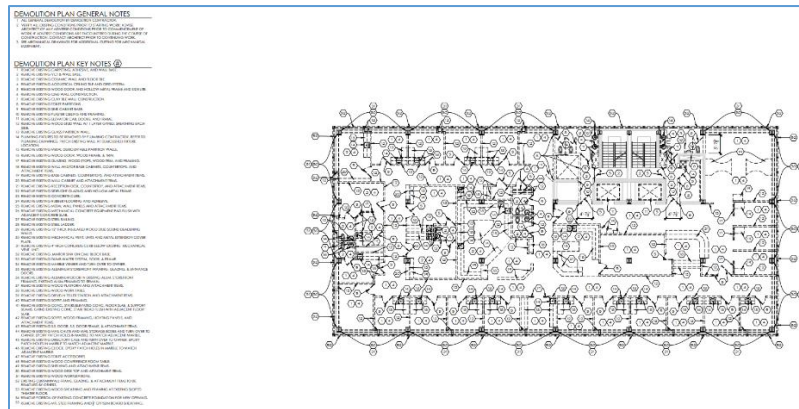
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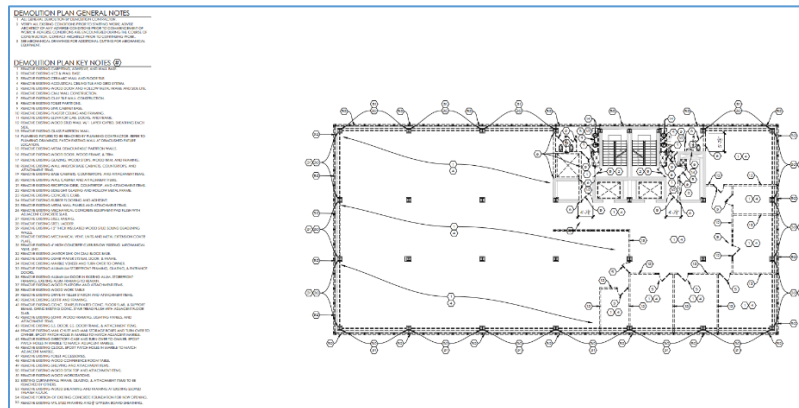
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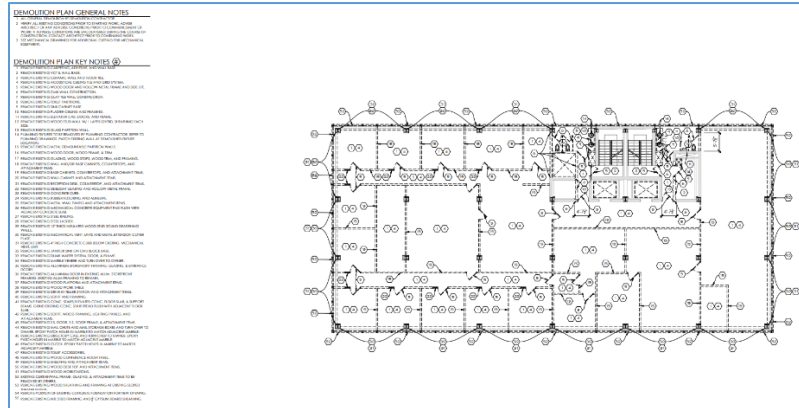
FOURTH FLOOR



FIFTH FLOOR



SIXTH FLOOR



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PENTHOUSE AND ROOF

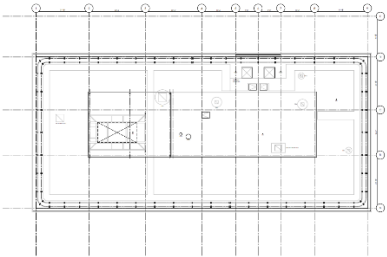
REVISION PLAN GENERAL NOTES

REVISION PLAN KEY NOTES



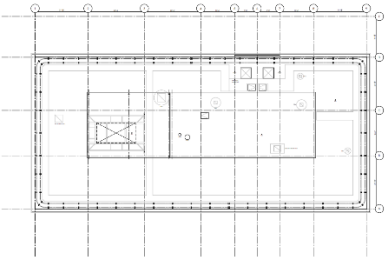
REVISION PLAN GENERAL NOTES

REVISION PLAN KEY NOTES



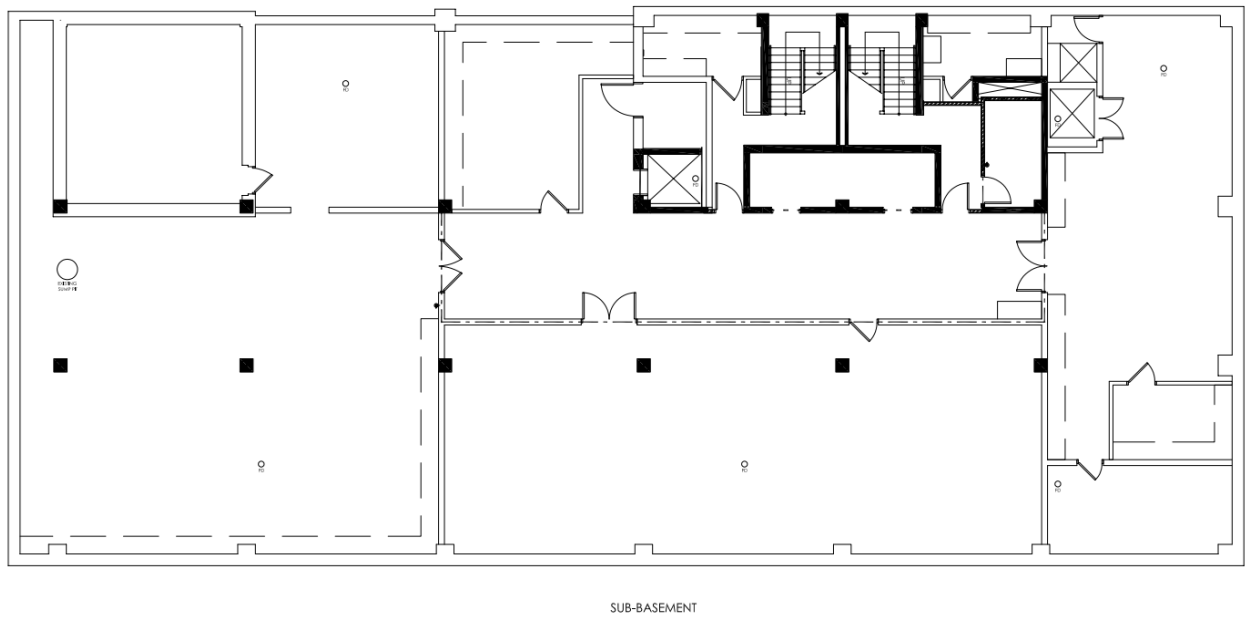
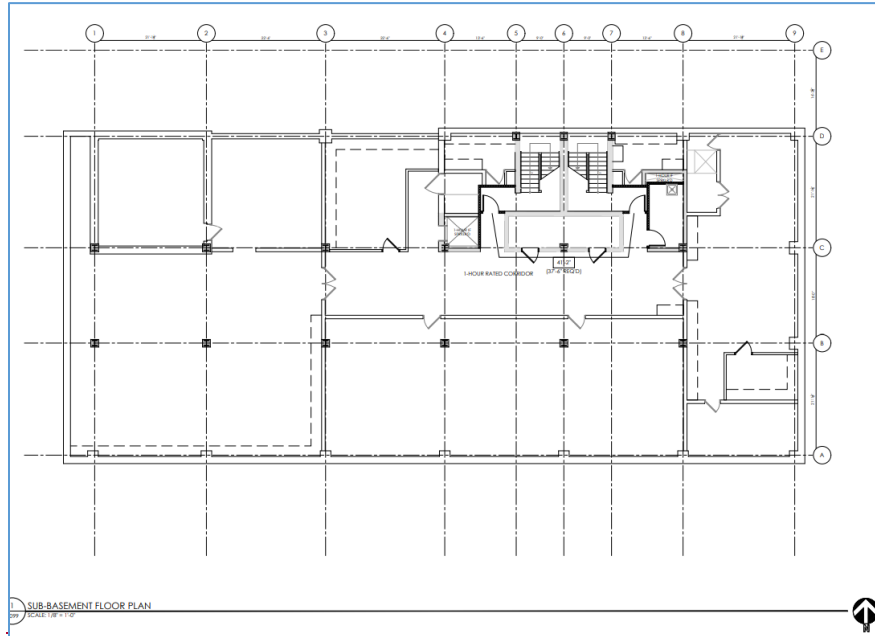
REVISION PLAN GENERAL NOTES

REVISION PLAN KEY NOTES

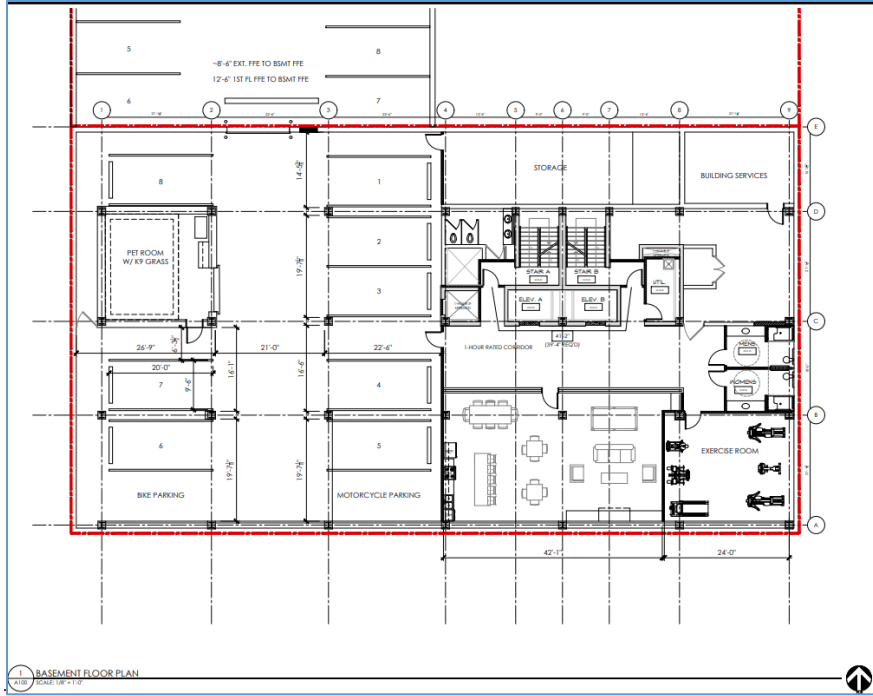


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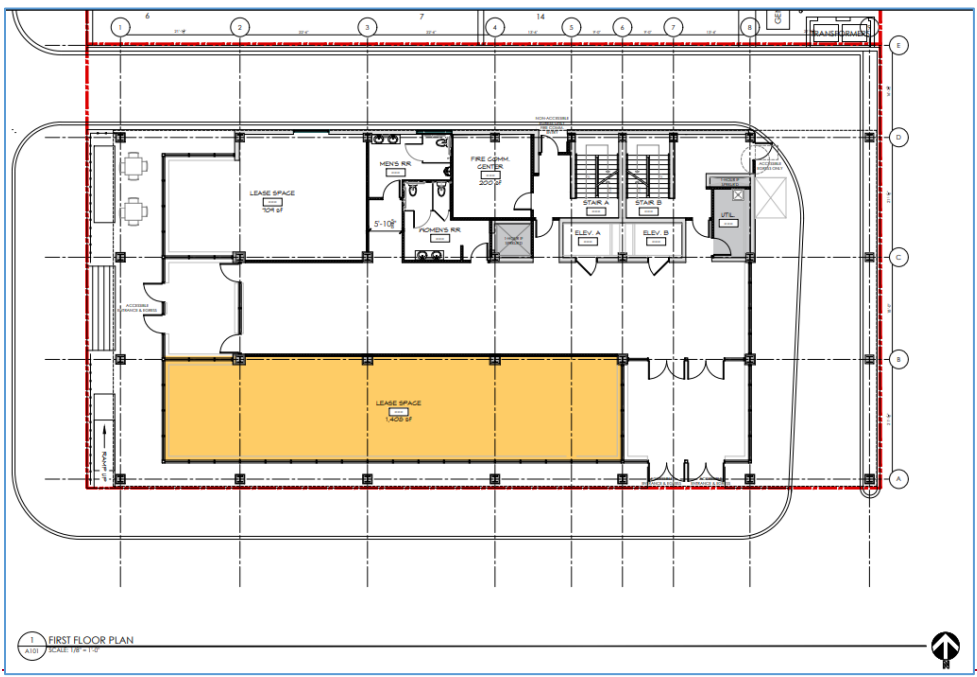
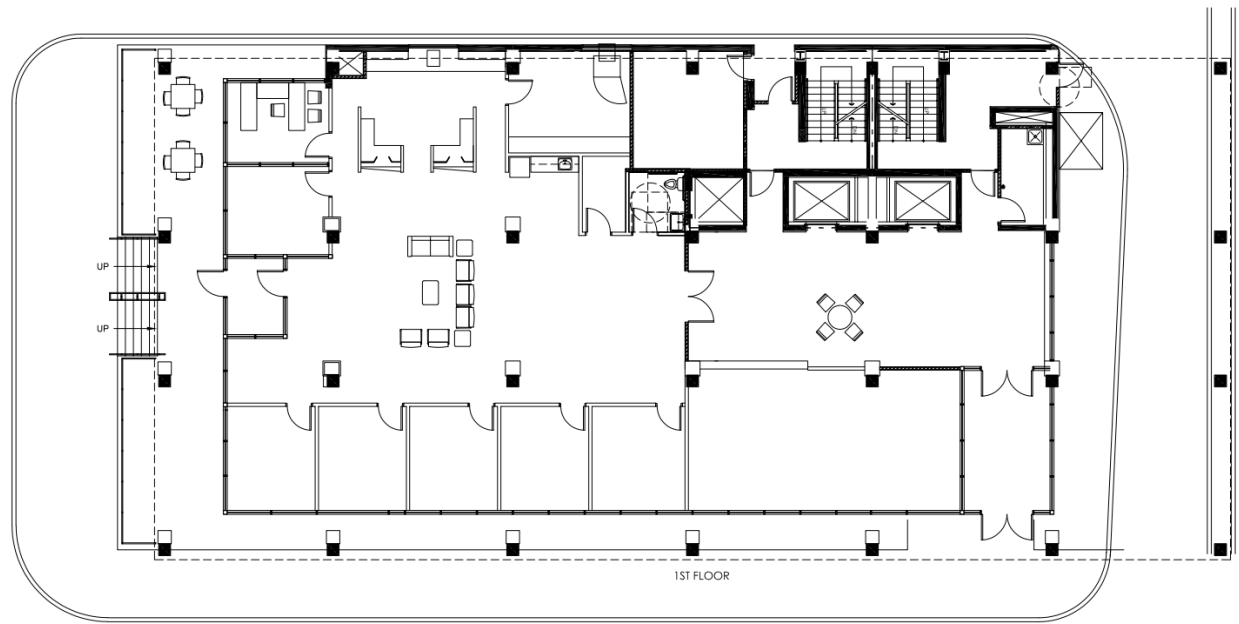
SUB BASEMENT



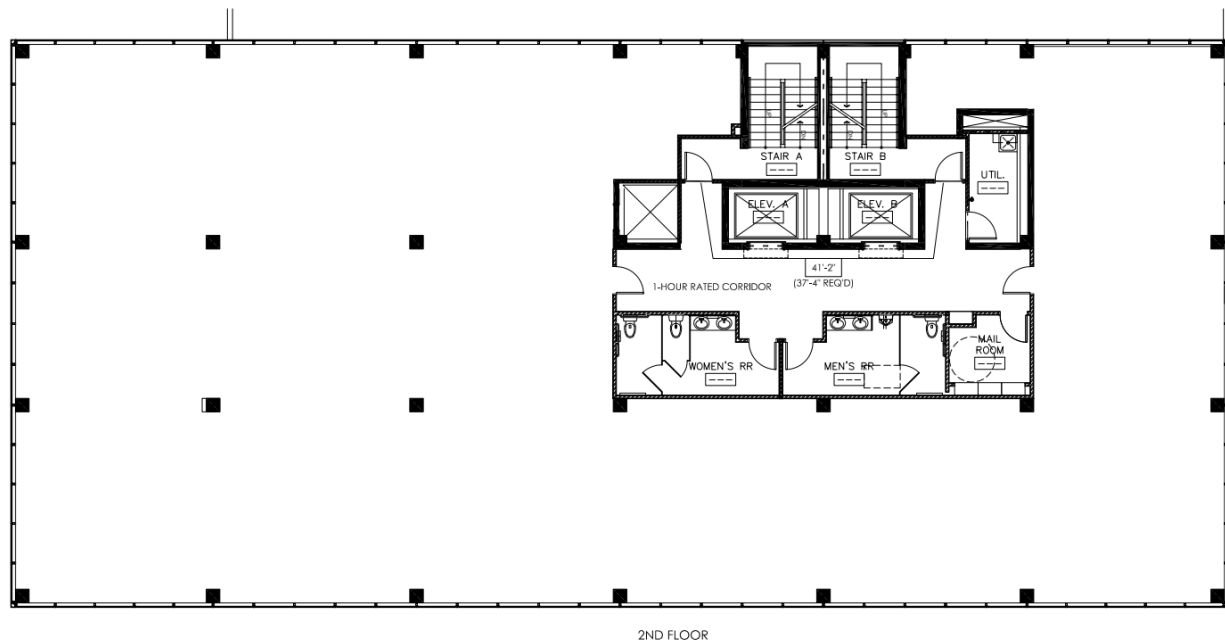
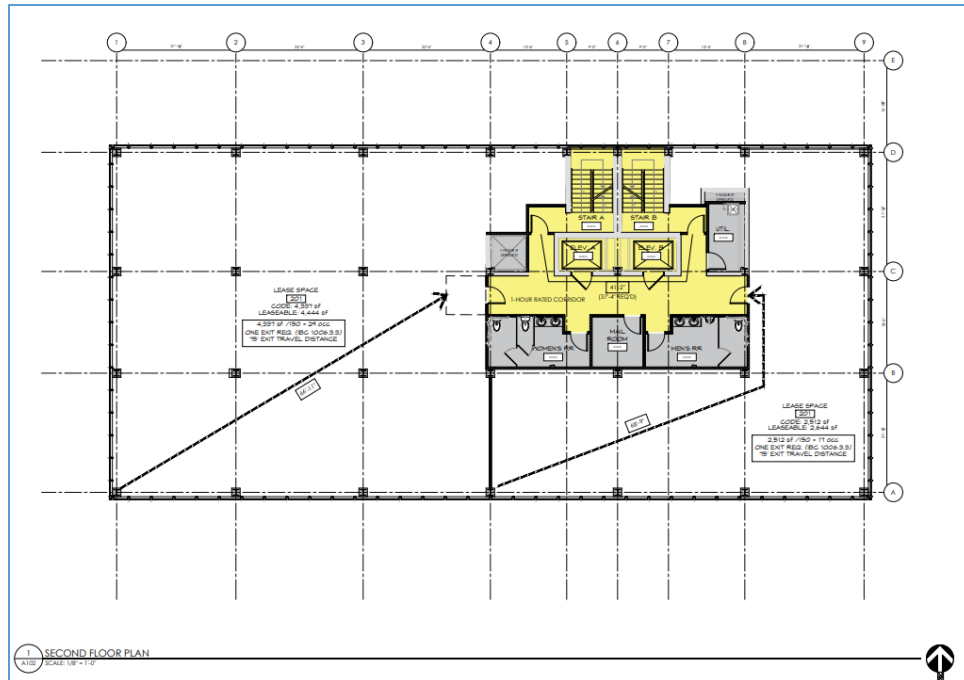
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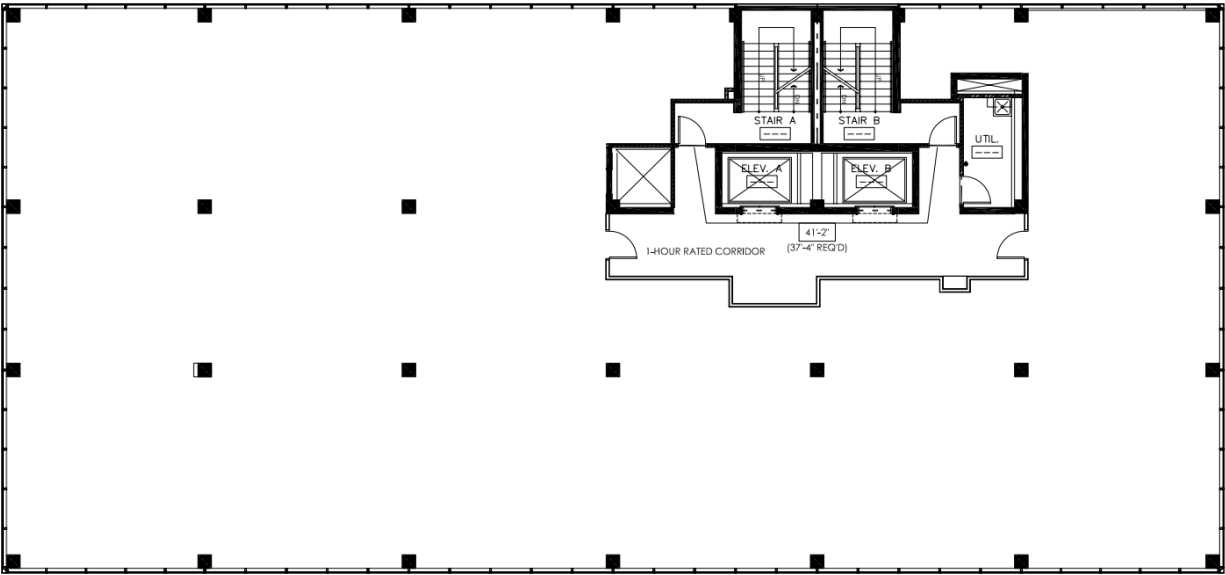
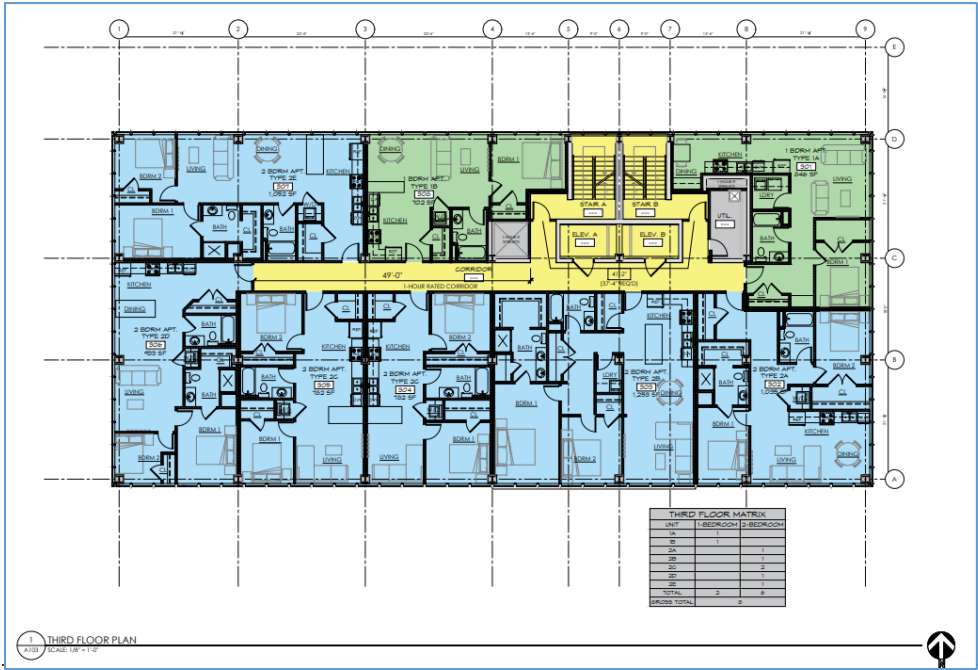
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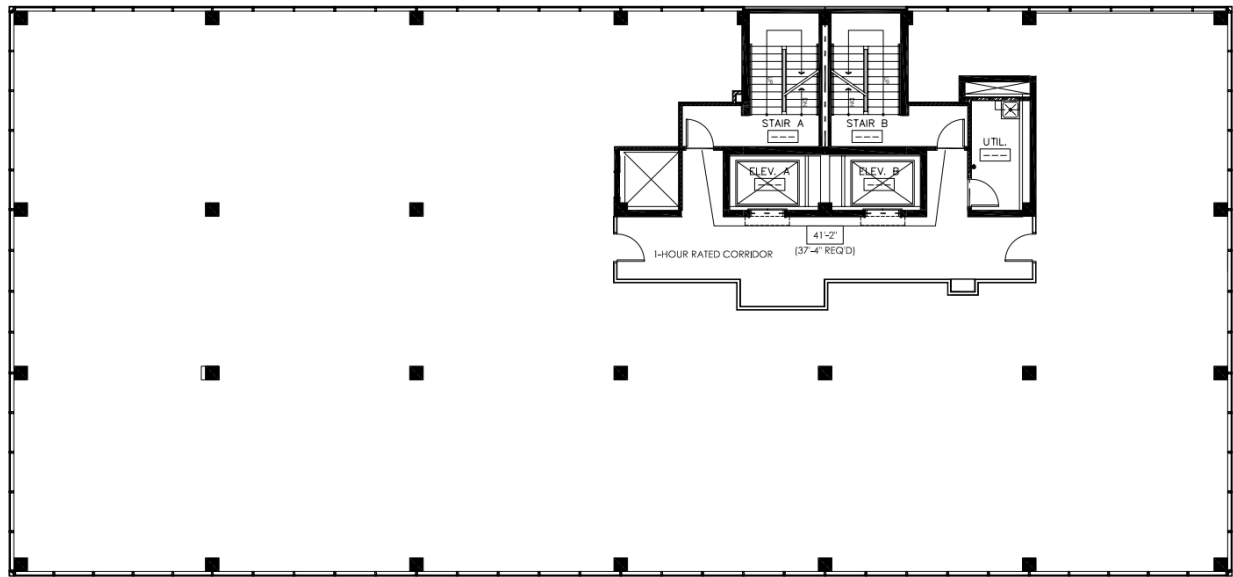
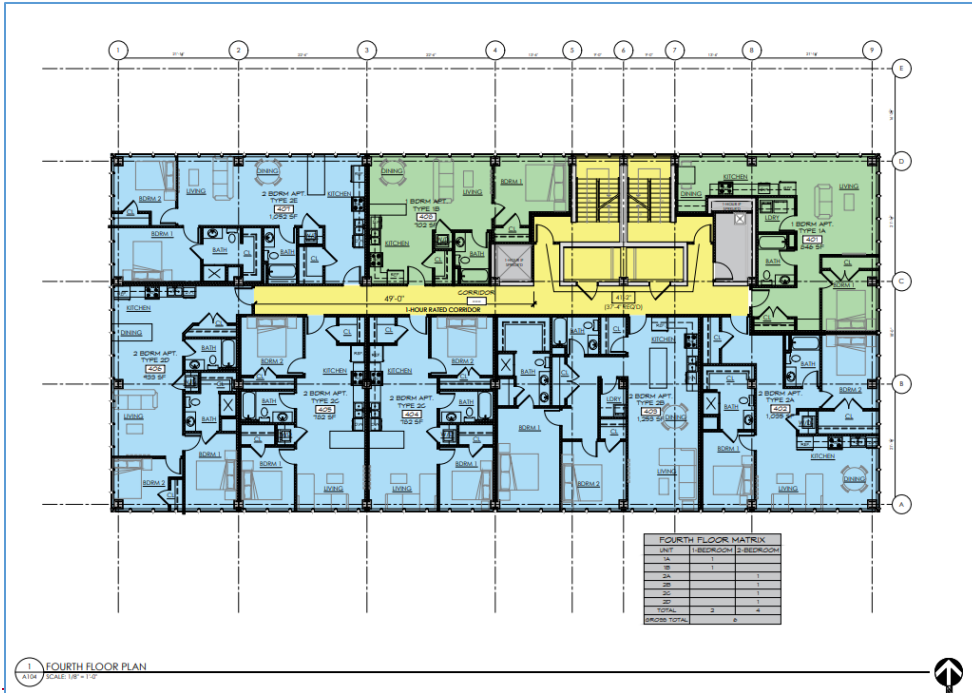


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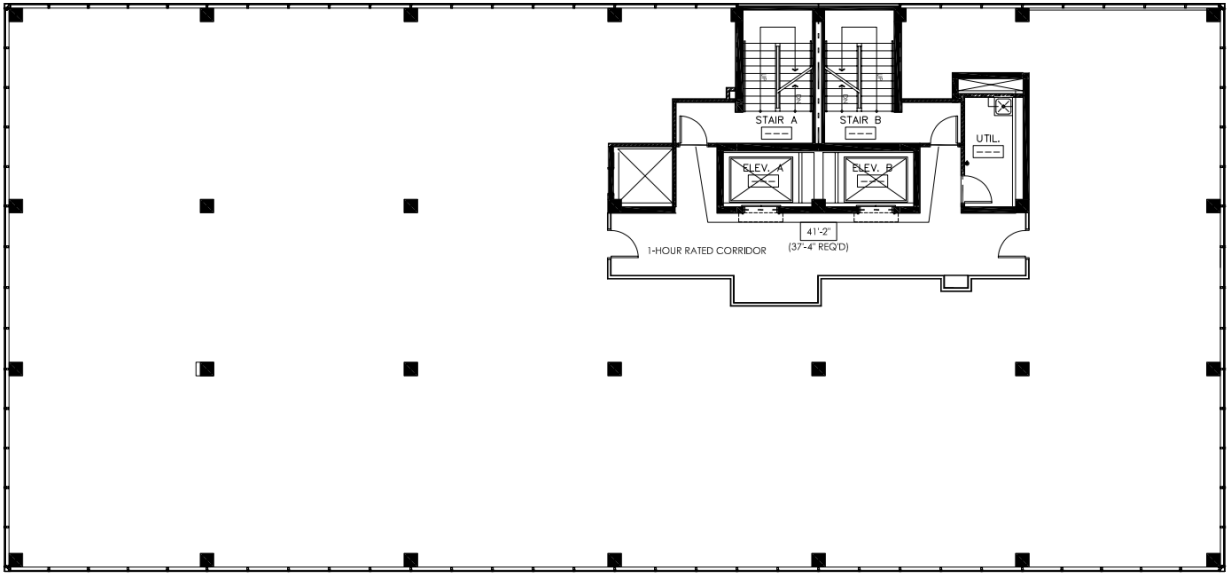
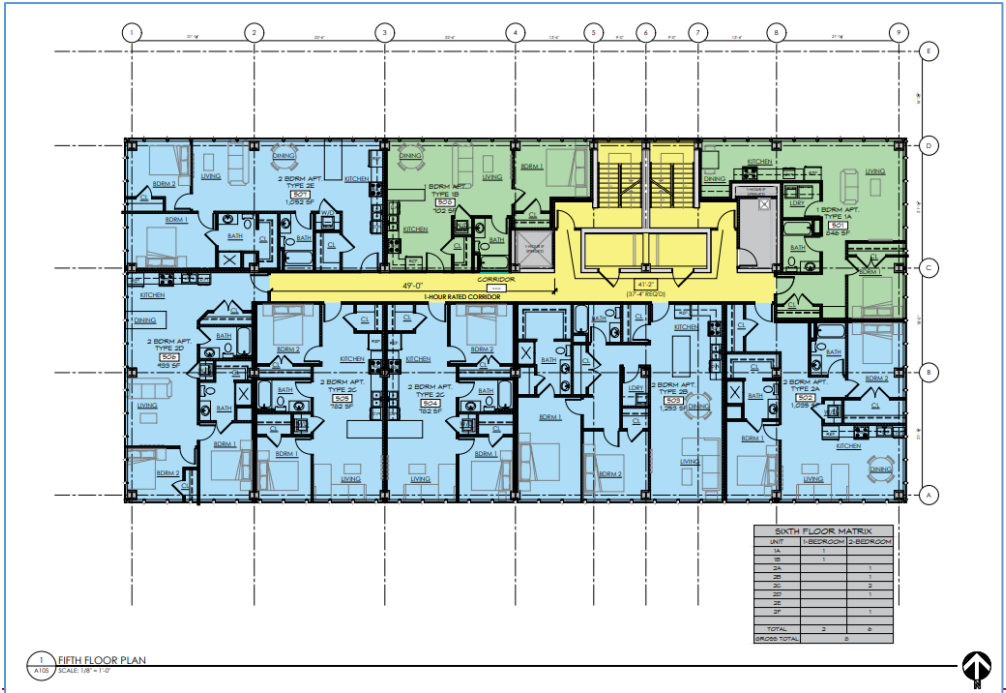
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FOURTH FLOOR



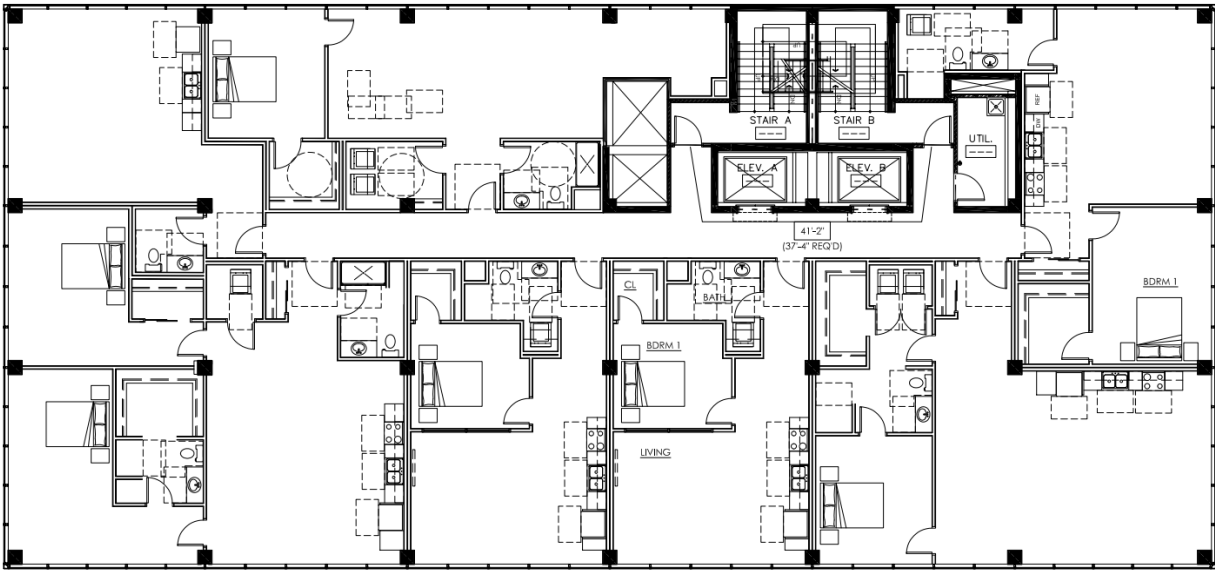
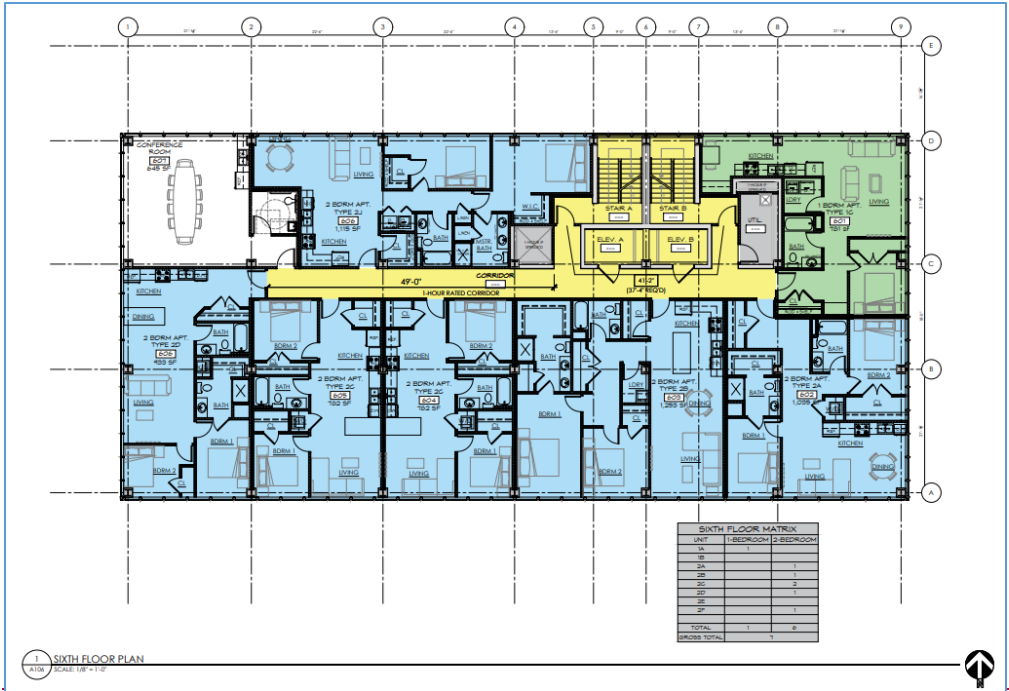
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FIFTH FLOOR

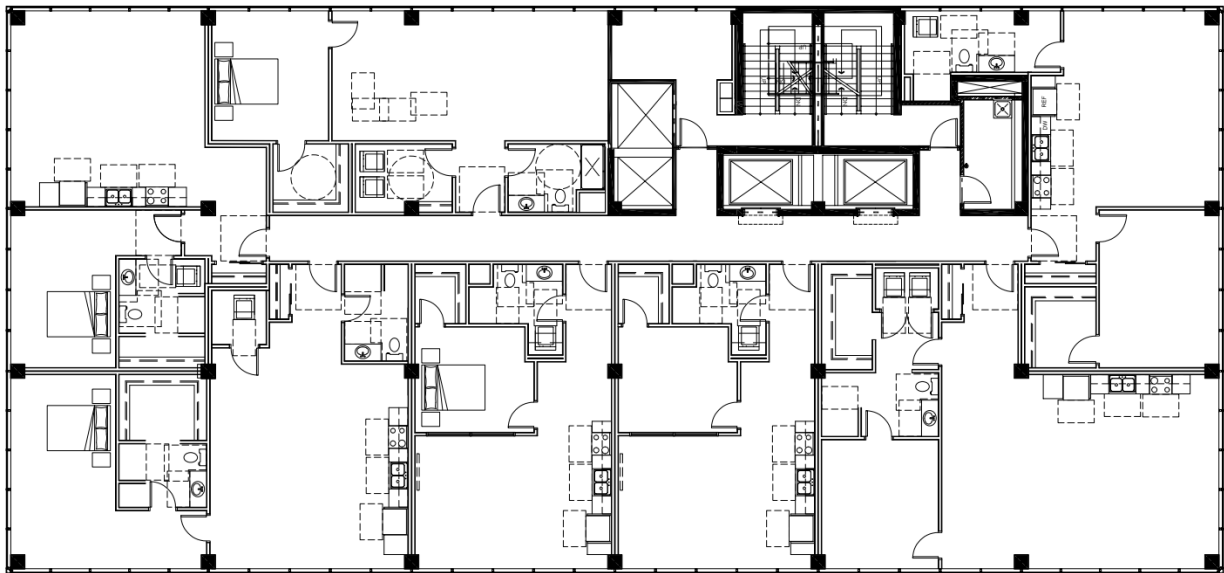
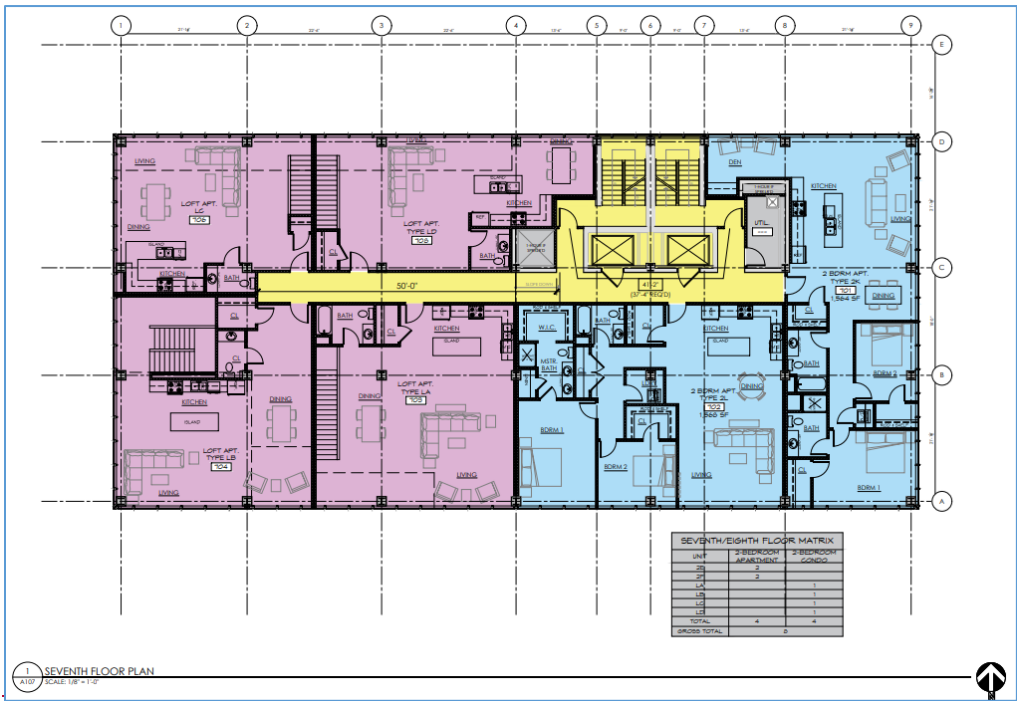


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SIXTH FLOOR



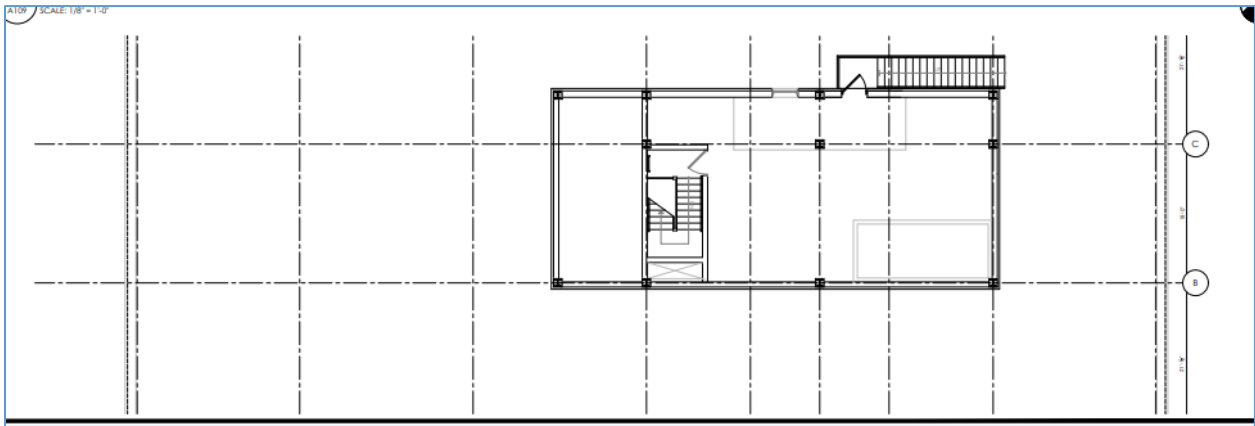
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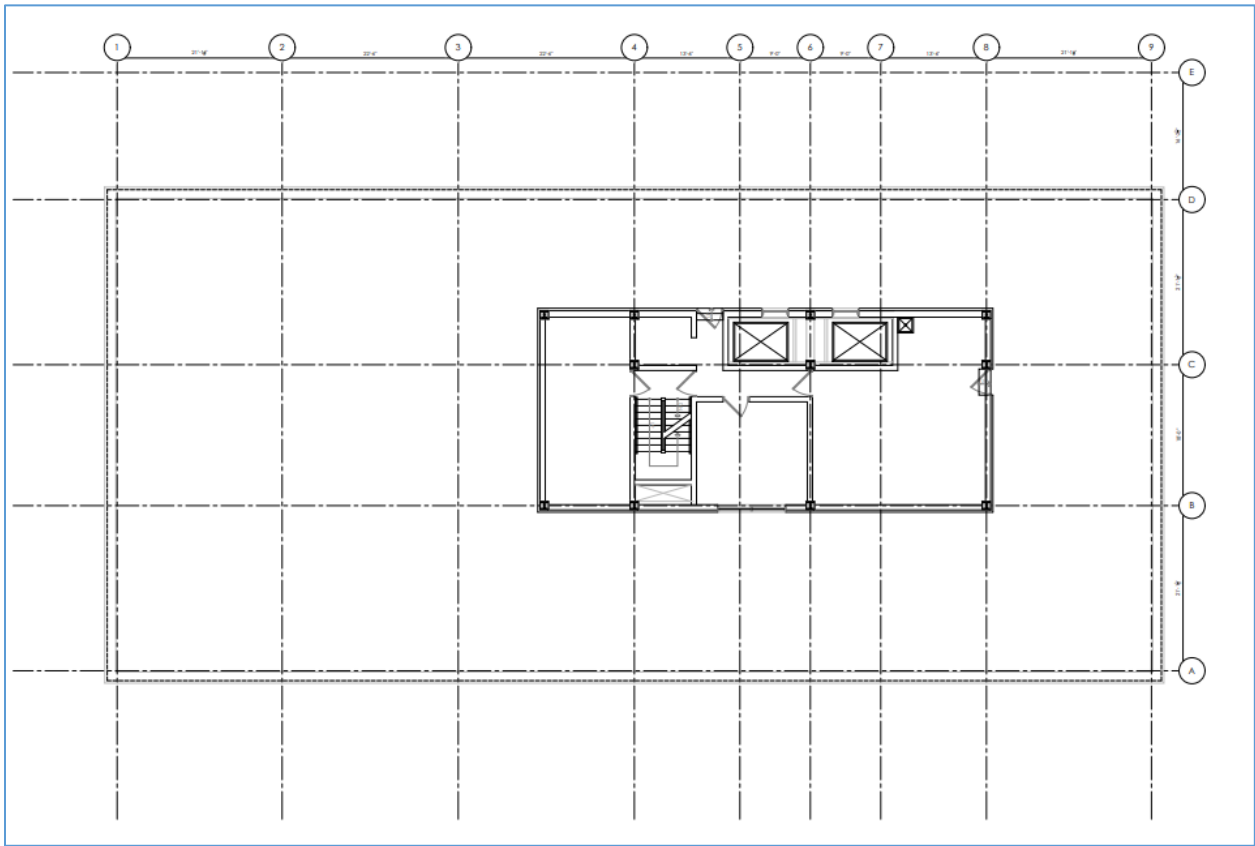
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PENTHOUSE



ROOF



RESOLUTION NO. ____

**A RESOLUTION AMENDING TAX INCREMENT FINANCING DISTRICT NO. 2022-1
OF THE CITY OF MINOT, NORTH DAKOTA**

WHEREAS, the City adopted an Official Urban Renewal Plan and General Development Plan for the City of Minot in accordance with the provisions of Section 40-58-06 of the North Dakota Century Code; and

WHEREAS, pursuant to the General Plan and Urban Renewal and Development Plan, the City has the authority to create new tax increment financing districts in the areas covered by that plan by resolution;

WHEREAS, the Minot City Council adopted the original resolution enacting Tax Increment Financing District No. 2022-1 on June 28, 2022;

WHEREAS, Big M Minot, LLC submitted a revised application that contained a development and renewal plan, which is attached and incorporated into this Resolution as Exhibit A;

WHEREAS, the City Council held a public hearing relating to the Big M Minot, LLC development and renewal plan described in Exhibit A;

WHEREAS, the City Council now wishes to make certain findings and revise the development and renewal area and the development and renewal plan described specifically in Exhibit A;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Minot, North Dakota that:

1. The City Council finds that the area identified in the development and renewal plan described in Exhibit A consists of commercial and residential property located in the City of Minot and designates the area identified in the development and renewal plan described in Exhibit A appropriate for a development or renewal project.
2. The City Council finds that the area identified in the Urban Renewal and Development Plan described in Exhibit A is blighted. The subject property contains a deteriorating building. There is water in the basement, asbestos remediation is required, and the building needs a complete renovation to be brought back to useful life.
3. The City Council finds that the Urban Renewal and Development Plan described in Exhibit A is consistent with the City's comprehensive plan.
4. The City Council finds that the fundamental purpose of the Urban Renewal and Development Plan described in Exhibit A and the tax increment financing proposed is to encourage desirable redevelopment that would not otherwise occur but for the assistance provided through the tax increment financing (TIF).

5. The City Council finds that no families will be displaced from the Urban Renewal and Development Plan described in Exhibit A, and therefore there is no need to determine a feasible method to relocate families displaced from the development and renewal area in Exhibit A.
6. The City Council finds that the Urban Renewal and Development Plan described in Exhibit A conforms to the Master Plan of the municipality as a whole.
7. The City Council finds that the Urban Renewal and Development Plan described in Exhibit A affords maximum opportunity, consistent with the sound needs of the municipality as a whole, for the development, rehabilitation, and redevelopment of the development and renewal area described in Exhibit A.
8. The City Council finds that the approval of the Urban Renewal and Development Plan described in Exhibit A is in the best interests of the municipality as a whole, is necessary and appropriate to the extent relevant, and does not result in unfair competition or unfair advantage.
9. The City Council finds that the development, rehabilitation, conservation, and redevelopment of the property identified in Exhibit A is necessary in the interest of the public economy, health, safety, morals, and welfare of the residents of the City of Minot.
10. The City Council hereby designates the area identified in Exhibit A as a development and renewal area that is appropriate for a development or renewal project as set forth in Chapter 40-58 of the North Dakota Century Code.
11. The City Council, pursuant to N.D.C.C. § 40-05-24 and § 40-58-20.2 (2), has obtained the consent of the Minot Public Schools District and Ward County Commission to participate in the property tax incentive that will be in the form of tax increment financing for the redevelopment of the M Building, and the Minot Park District has likewise provided a general consensus to move forward with the same.
12. The financial strength of the project has been reviewed by an independent third party PFM Financial Advisors, LLC.
13. Based on the review and recommendations by the City Council, the independent review by PFM Financial Advisors, LLC and City staff reports, and pursuant to N.D.C.C. § 40-58-05(2) and the City's policy on tax increment financing, the renewal and development plan identified in Exhibit A, is necessary in the interests of the public economy, health, safety, morals, and welfare of the residents of the City.

14. Based on the independent third-party review by PFM Financial Advisors, LLC, this project would not be financially feasible without public assistance.
15. The City Council hereby approves the Urban Renewal and Development Plan described in Exhibit A.
16. That Tax Increment Financing District No. 2022-1 covering the property attached as Exhibit A hereto in the City of Minot is hereby approved, and the City Manager is authorized and directed to file this Resolution and the approved development and renewal plan for the development and renewal area with the Ward County Auditor and the North Dakota Department of Commerce – Division of Community Services.

Passed and adopted this ____ day of _____, 202__

ATTEST:

APPROVED:

EXHIBIT A
CITY OF MINOT
AMENDED URBAN RENEWAL AND DEVELOPMENT PLAN OF 2022 FOR
TIF DISTRICT 2022-1

1.
INTRODUCTION

The City of Minot, having adopted its Comprehensive Plan as to the development of the City and setting forth therein its development plans and goals and setting forth its development area, does now make this specific plan for the development of an urban renewal area for commercial or residential development (hereinafter the "Development Plan"). The City finds that the property set forth in **Exhibit A** consists of commercial and/or residential property that is appropriate for a development and renewal project and is consistent with the comprehensive city plan.

2.
LAND ACQUISITION

The City of Minot, to the greatest extent it determines to be feasible in carrying out this Development Plan, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the development of the development and renewal area by private enterprise. The City does not now contemplate that land acquisition maybe necessary, but the City reserves its right to purchase the necessary property by negotiation prior to any condemnation action. If the City acquires any land, it may sell or lease all or a part of any property purchased to further the goal of development of the property.

3.
ZONING AND LAND USES

The City of Minot has determined that the land in the development area shall primarily be used for commercial, residential, and related appurtenances. To the extent the property in the development area is not zoned properly, the City, following its normal zoning procedures, shall zone the development property for such use. The City, however, reserves the right to zone part of the property for other uses if it deems that to be in the best interest of the City.

4.
RELATIONSHIP TO COMPREHENSIVE PLAN AND LOCAL OBJECTNES

The City of Minot contemplates this Development Plan specifically ties into its Comprehensive Plan for the City in order to prevent slum and blight, as well as the development of commercial and residential developments within the City. The City recognizes that the ongoing economic development of the City is necessary for the future growth and welfare of the City and its citizens. The development of infrastructure and commercial and residential development can provide for the continued growth and stability of the City.

5.

DEVELOPMENT GOALS

The City of Minot, in developing this Development Plan, takes into consideration the ongoing and varied needs of its businesses and citizens within the development area. As such, this Development Plan may be made up of a number of projects or steps which the City contemplates may be necessary to carry out the goals and objectives of this Development Plan and the General Plan of the City. The projects which constitute a subpart of the Development Plan are as follows:

- a. The creation of one or more tax increment districts in the development area to pay for all or part of the cost of development or renewal, possibly including land acquisition. The City will create one or more tax increment districts in the development area in the future by resolution of the City Council.
- b. As an aspect of the tax increment financing district, the granting of full or partial economic incentives permitted by state law to attract commercial and/or residential enterprises.
- c. Such other steps that the City may in the future determine to be necessary to achieve its goal of commercial and residential expansion.

6.

FINANCING

The City of Minot reserves the right to finance the costs incurred in implementing this Development Plan as allowed by law. Such financing includes, but is not limited to, the use of general fund money, tax increment bond financing, special assessment bond financing, State Revolving Loan Fund Revenue Bonds payable in whole or in part by tax increments, County, State and Federal Grants, contributions by private enterprise, or any combination of the above.

7.

IMPROVEMENTS BY PROJECT DEVELOPER

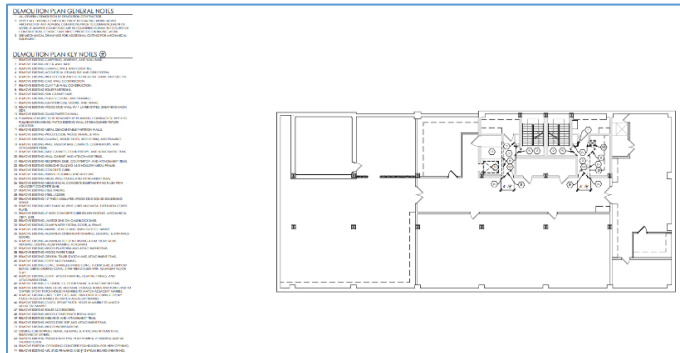
The improvements funded by this Development Plan are the improvements set forth above, as well as other development costs allowed under Sections 40-58-20 and 40-58-20.1 of the North Dakota Century Code. The project developer may privately construct and finance these improvements and may receive a total or partial tax exemption for said costs, but not to exceed twenty (20) years in length.

RENDERING OF BUILDING EXTERIOR

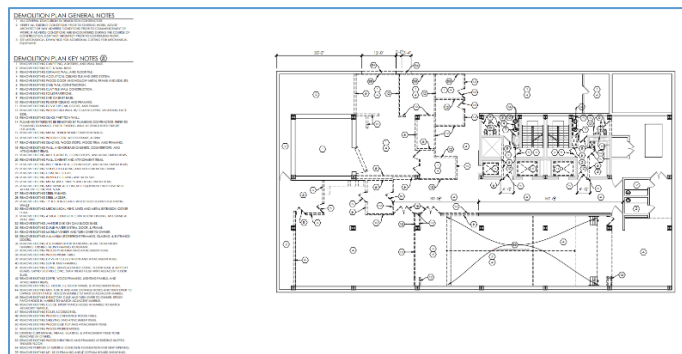


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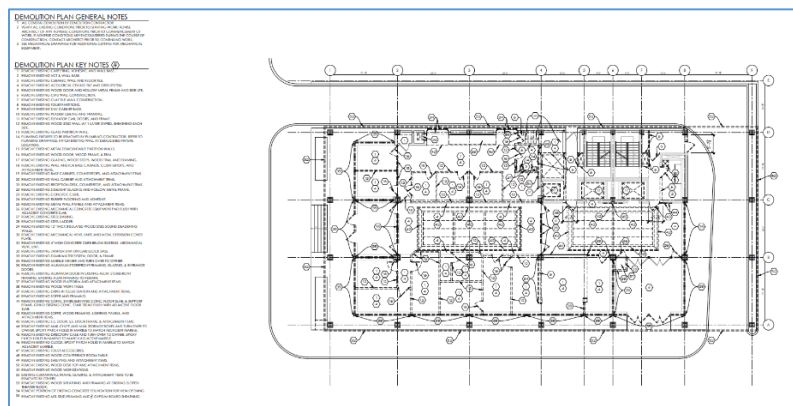
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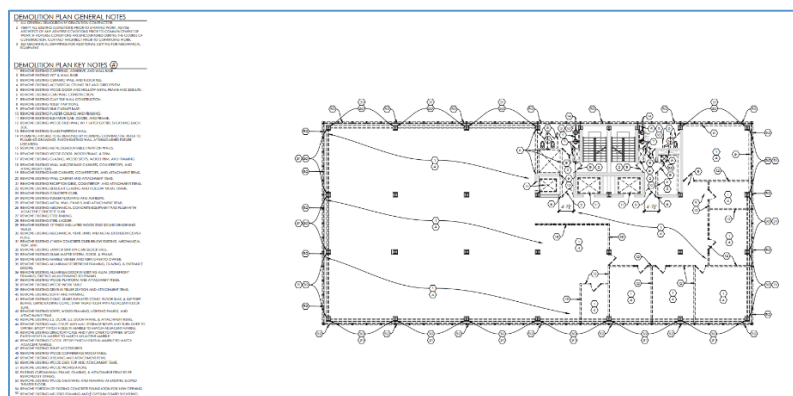
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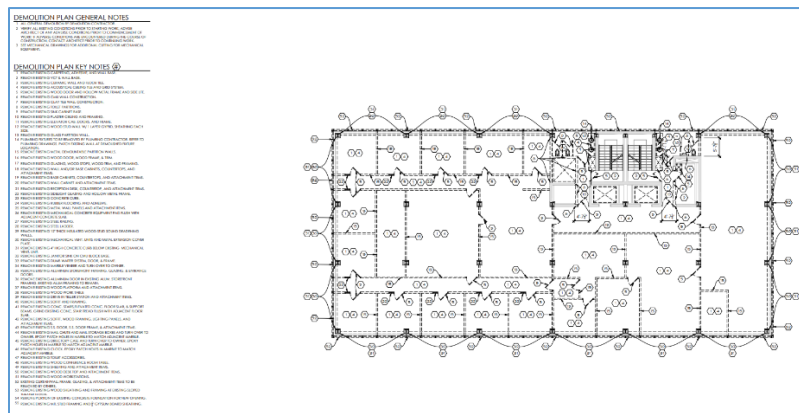


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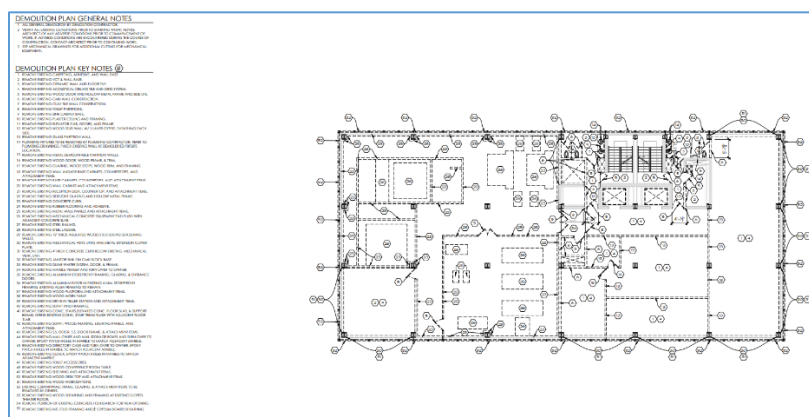


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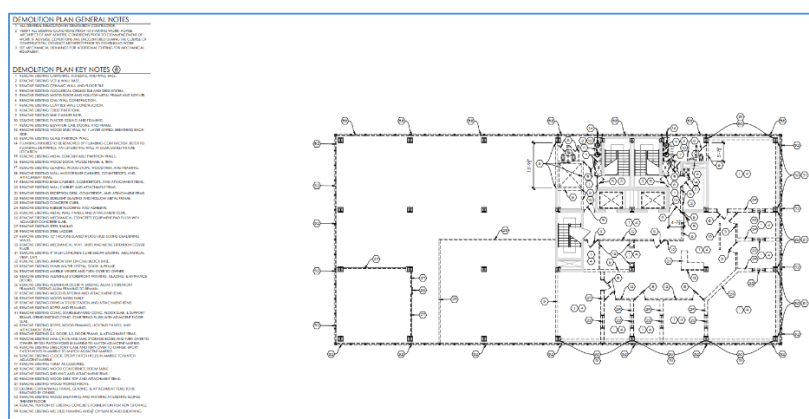
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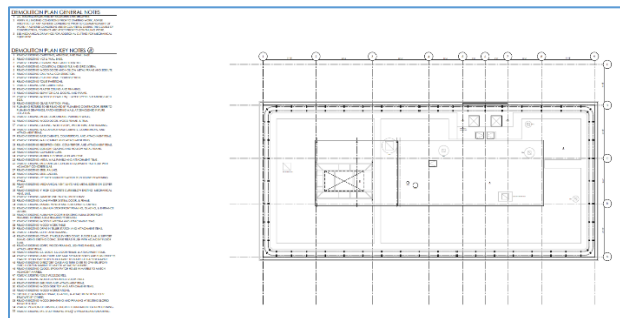
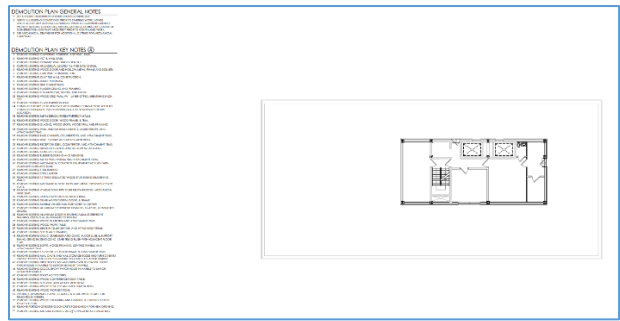
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EIGHTH FLOOR

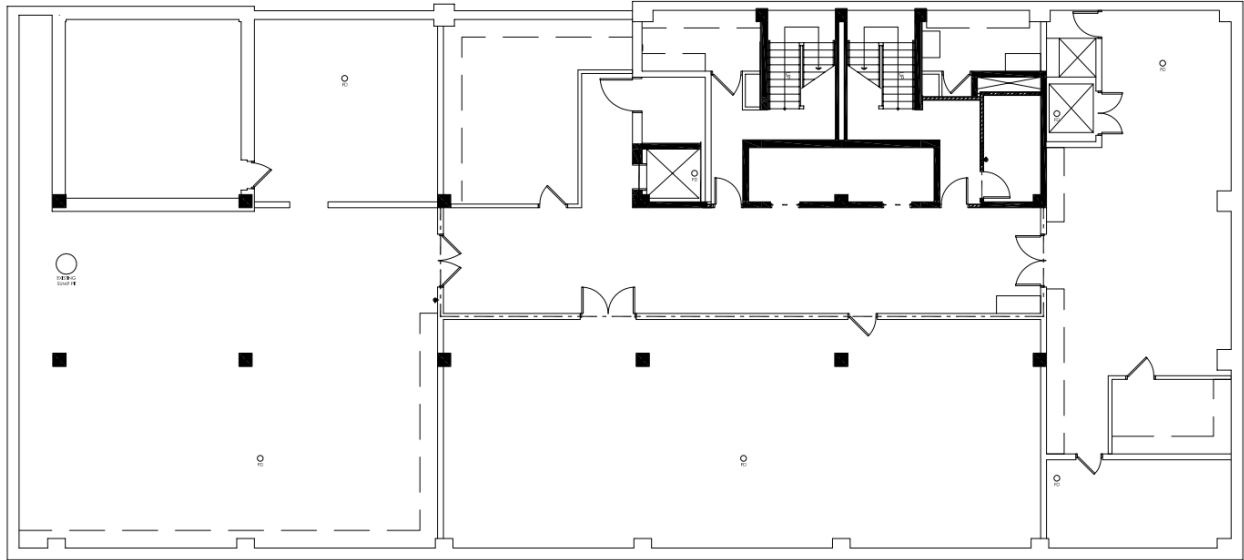


PENTHOUSE AND ROOF



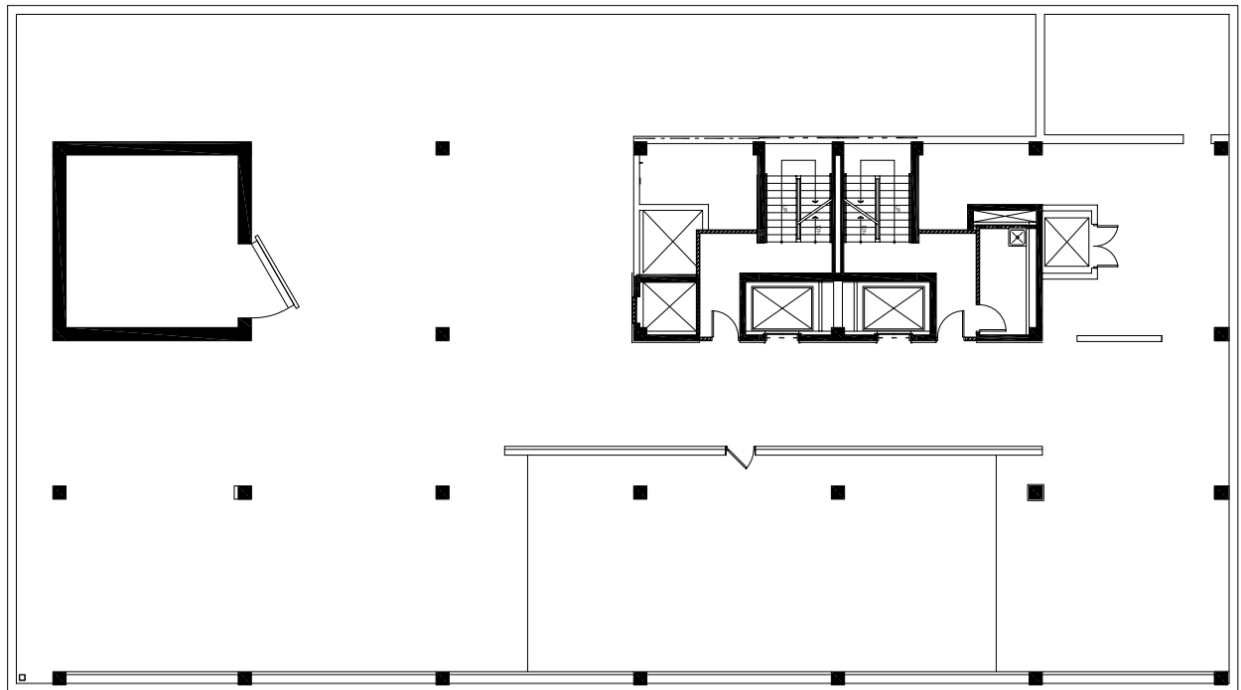
FLOOR PLANS

SUB BASEMENT



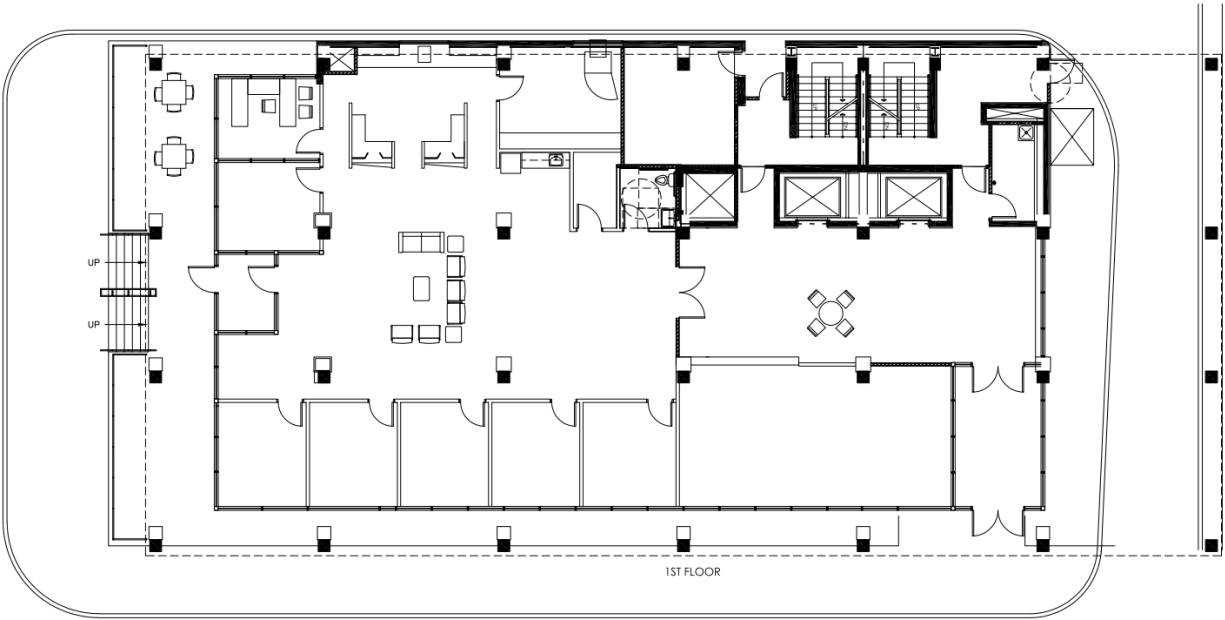
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BASEMENT

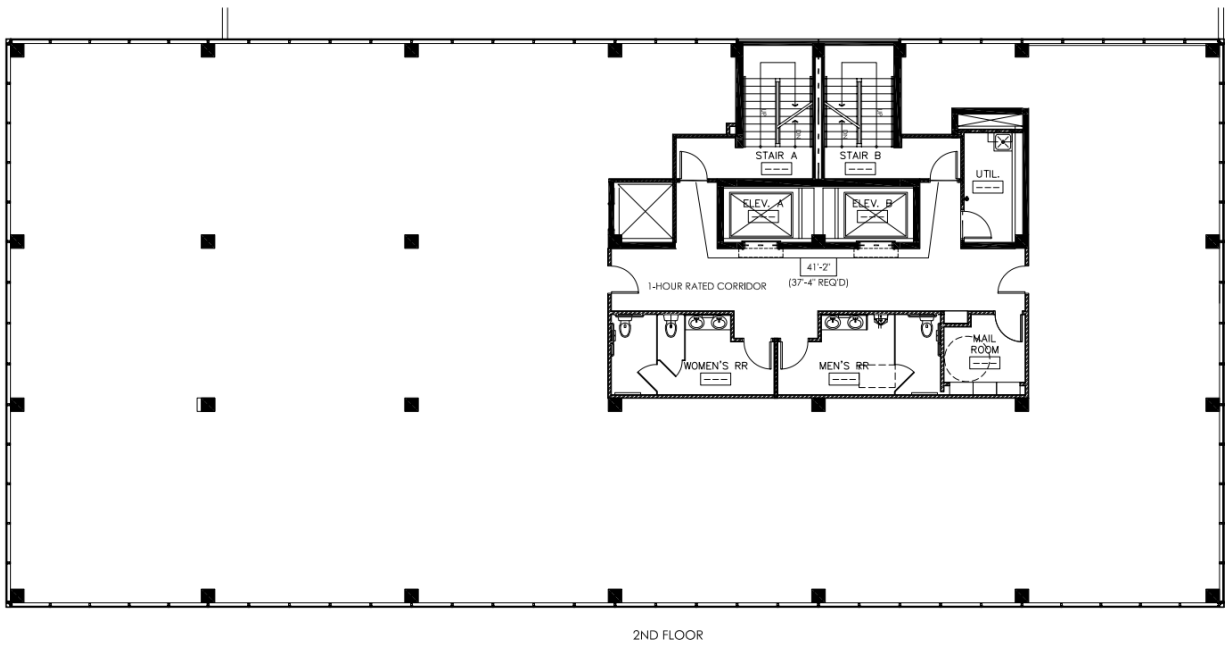


BASEMENT

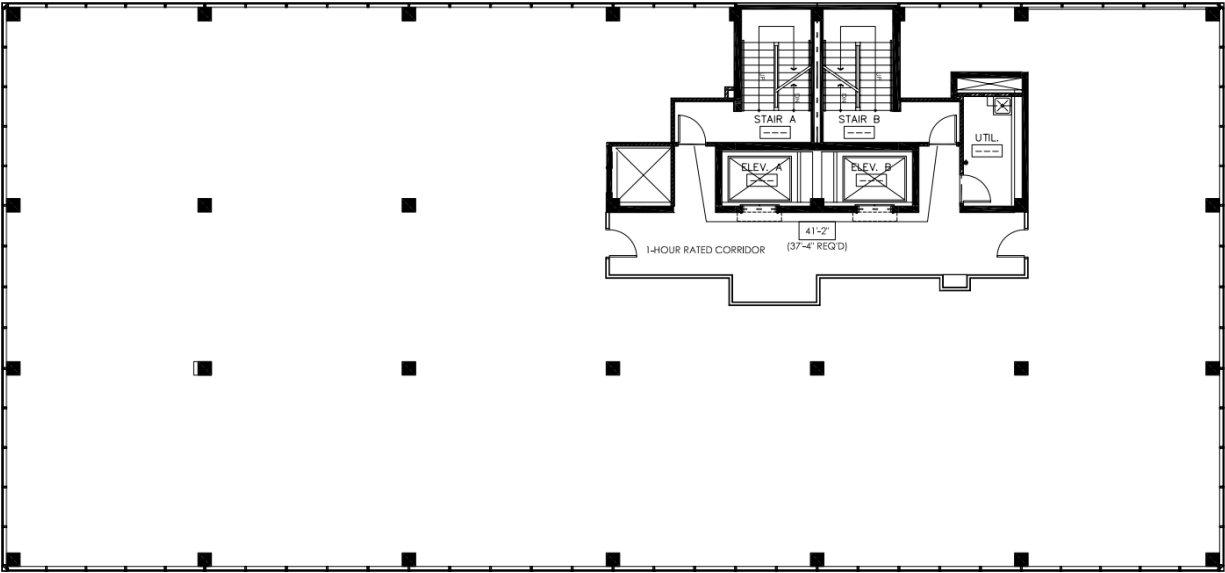
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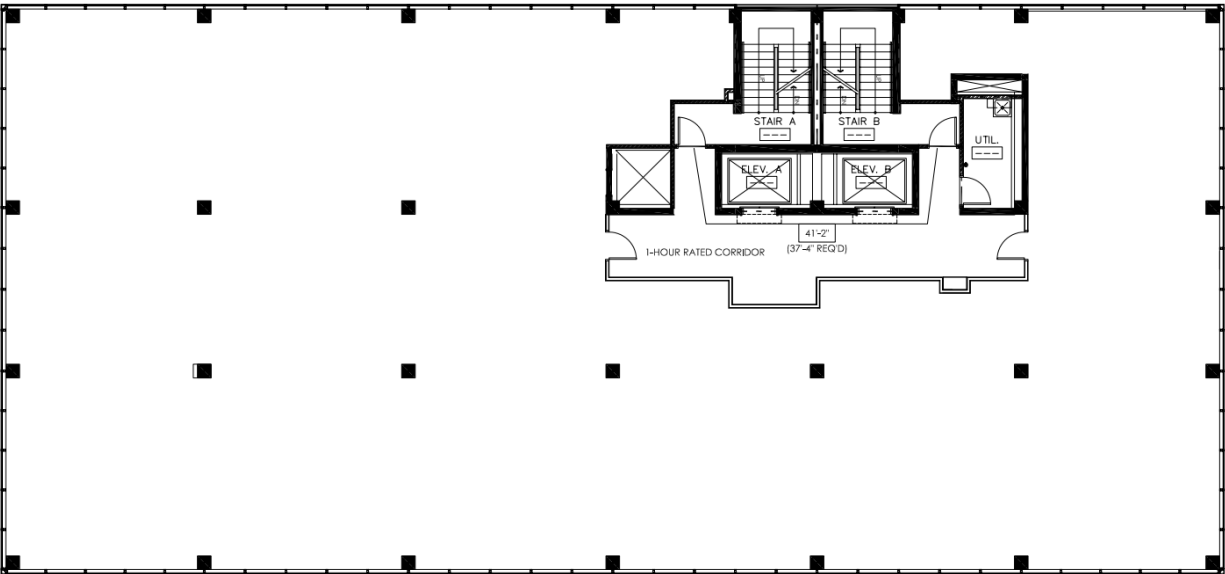


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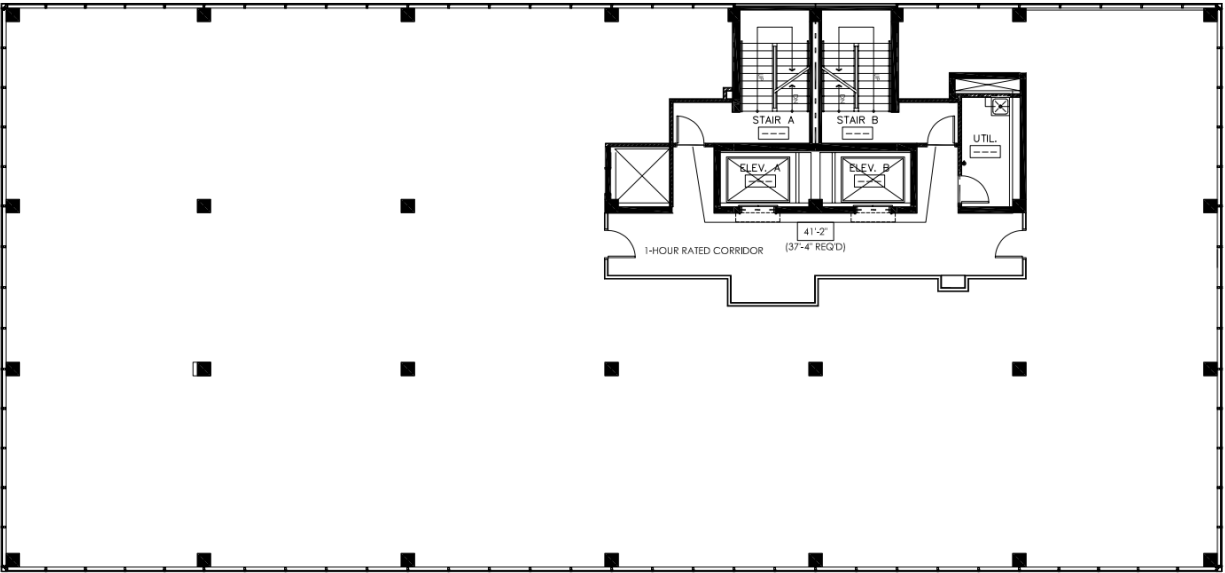
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FOURTH FLOOR



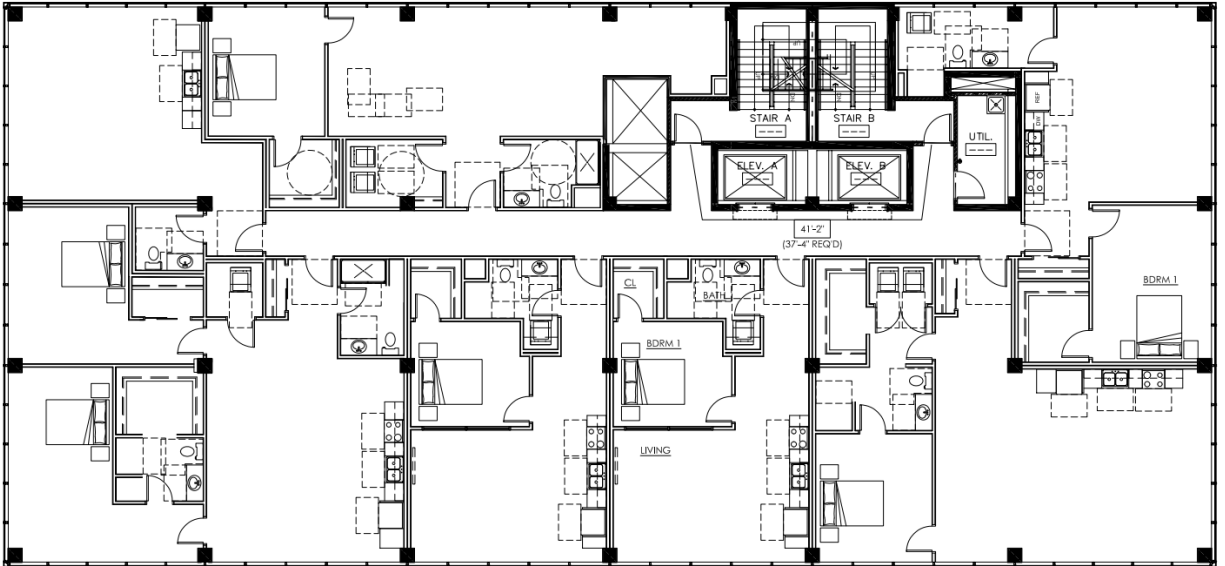
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FIFTH FLOOR



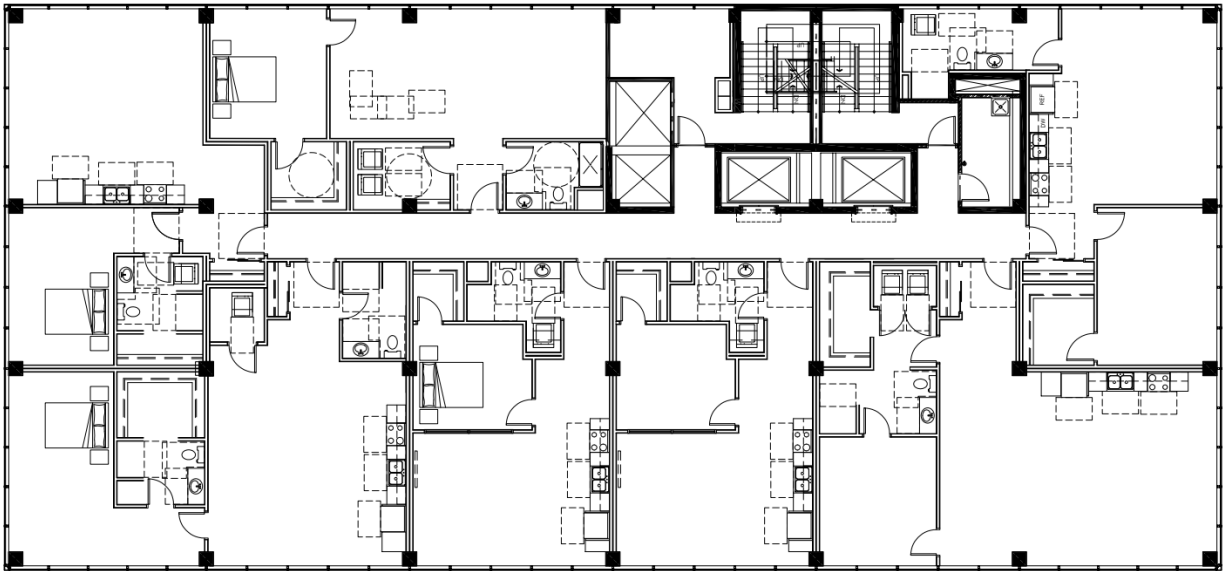
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SIXTH FLOOR



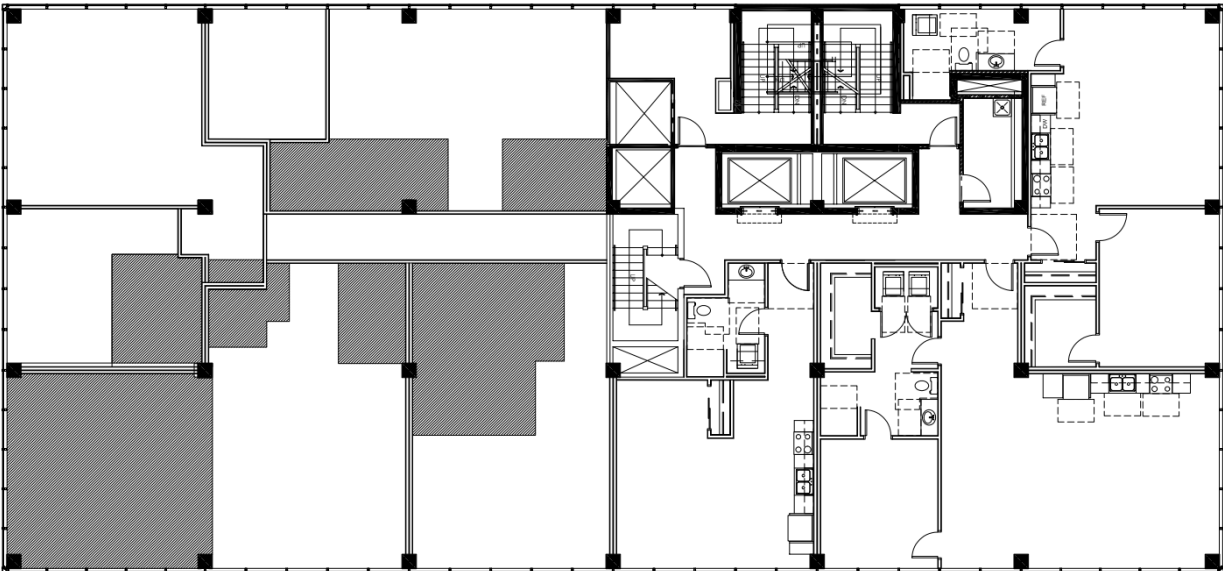
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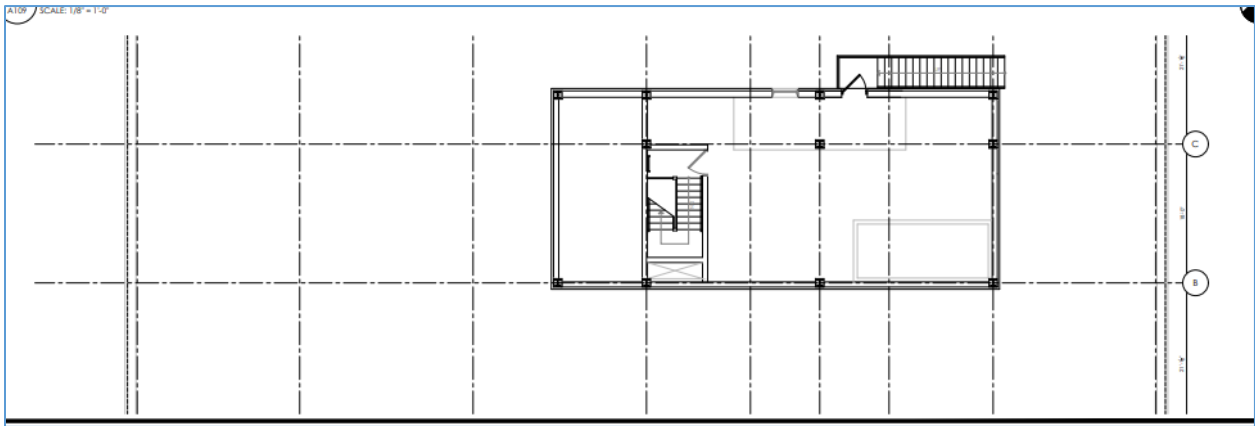
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EIGHTH FLOOR

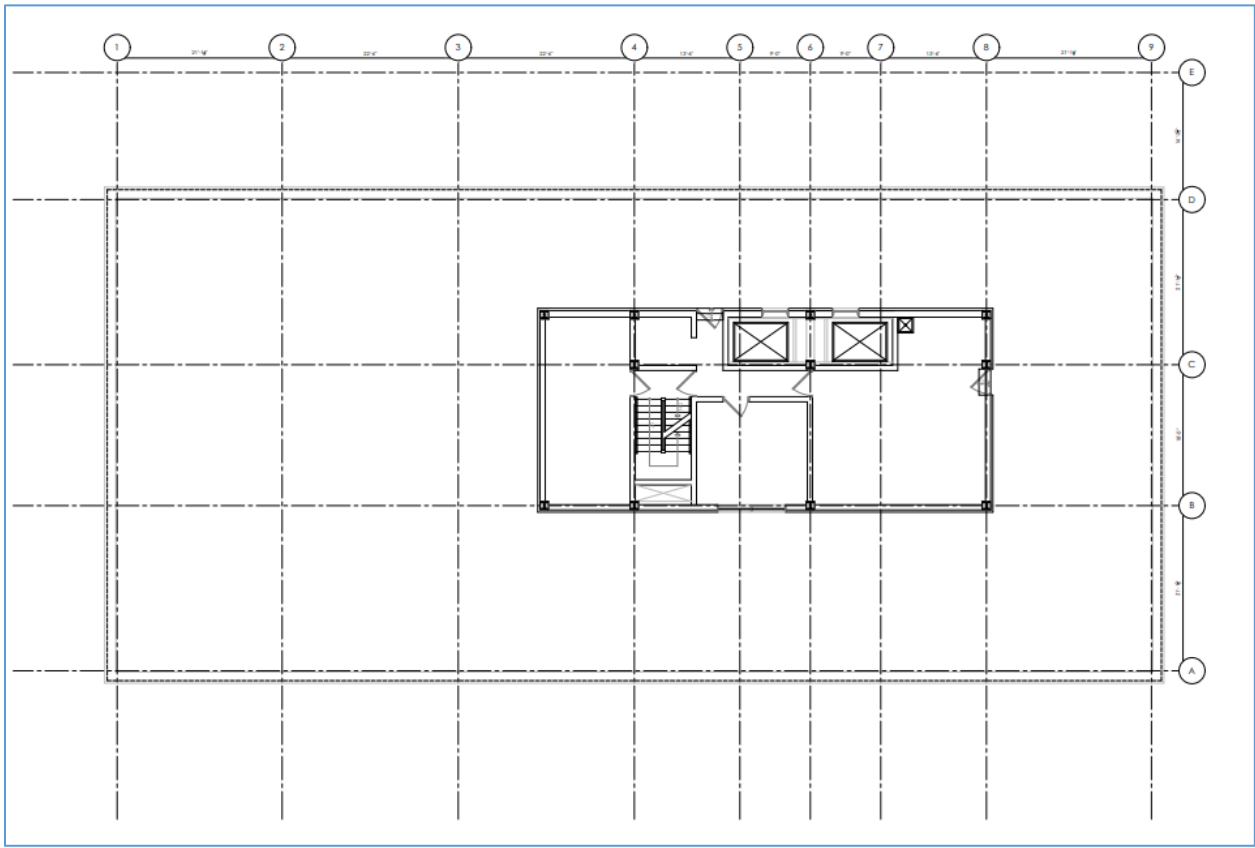


8TH FLOOR

PENTHOUSE



ROOF





TO: Mayor Thomas Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: February 5, 2024

**SUBJECT: M & S CONCESSIONS FOR THE TRACKS BID WINNER OF ALCOHOL
LICENSE SECOND EXTENSION**

I. RECOMMENDED ACTION

It is recommended City Council approve the second extension to July 1, 2025, for M & S Concessions at the Tracks to begin operations with their Retail Liquor, Beer, & Wine license.

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams

857-4752

III. DESCRIPTION

A. Background

On November 15, 2021, City Council approved the bid winners for the four new alcohol licenses. The bid documents relating to the new liquor license required, among other things, that the successful bidder submit a final clear and understandable floor plan per section 5-18(2), pass all necessary premises inspections, and begin operations within **twelve (12)** months of being named the successful bidder by the City Council.

M & S Concessions previously submitted a letter requesting an extension on the twelve months. The City Council approved an extension to May 1, 2024 at the November 7, 2022 Regular City Council meeting.

The City of Minot received a second extension request on January 22, 2024 stating they are now anticipating the date of operation to be July 1, 2025.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

M & S Concessions has paid their full bid amount of \$100,005.00 along with the yearly annual renewal fee of \$3,125.00/year.

V. CITY COUNCIL ASPIRATIONS

Dynamic and Flourishing – M & S Concessions is expanding its services to the citizens of Minot.

VI. ALTERNATIVES

The alternative would be for City Council to not approve the extension. The City of Minot would then need to refund the \$90,004.50 and open up the alcohol license to bid again after the first extension expires.

VII. TIME CONSTRAINTS

The City Council would either need to approve or deny the extension prior to May 1, 2024 in order for the operational requirement component of the bid to not lapse.

VIII. LIST OF ATTACHMENTS

A. Request Letter of extension.



Service & Solutions

January 22, 2024

Mikayla McWilliams

City of Minot, City Clerk

Attn: City of Minot City Council

This letter is about a second request for an extension on the licensing of the liquor license for M & S Concessions.

This license will be tied to The Tracks development which was initially scheduled to be open in the spring of 2024. We are now anticipating the date of operation to be July 1, 2025.

Thank you.

A handwritten signature in black ink, appearing to read 'Jeff Senger'. The signature is fluid and cursive, with a prominent initial 'J'.

Jeff Senger

M & S Concessions, Inc.





ADA Report for Council

February 20, 2024

Prepared by

Harold Stewart, City Manager

David Lakefield, Finance Director

Brian Billingsley, Community Development and Economic Development
Director

Chris Plank, NDR Grant Manager

Nick Schmitz, Assistant City Attorney

Lisa Jundt, HR Director

Outline

Federal Requirements

- Title II and Title III

State Requirements

International Building Codes

Financing

- Tax Deductions
- State law regarding use of tax revenue
- Entitlement Funds

Potential grant and examples

Staff Recommendations

In late 2023, Council directed staff to research and report back potential alternatives regarding ADA compliance due to concerns raised during City Council meetings. Concerns included the potential requirement of push button/power assisted doors needing to be required as part of the Façade Improvement Program, and accessibility compliance concerns related to the new City Hall building. This report gathers the information requested of staff and outlines generically the requirements of ADA compliance.

Federal Requirements

The Americans with Disabilities Act (ADA) was signed into law in 1990. An ADA Amendments Act was signed into law in 2008. While there are many components and regulations contained in the federal law, this information will pertain primarily to Title II and Title III categories.

Title II

This category is specific to compliance requirements for State and Local Governments. In general, it requires:

"The ADA is meant to ensure that people with disabilities can fully participate in all aspects of civic life. Under Title II, all state/local governments must follow the ADA regardless of their size."

"Title II of the ADA requires state/local governments to give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities. State/local governments can't deny people with disabilities the chance to participate or make them participate in different programs than available to others." (www.ada.gov)

More specifically it requires:

- Communicate with people with disabilities as effectively as you communicate with others.
- Make reasonable modifications to policies, practices, and procedures where needed to make sure that a person with a disability can access the state/local government's programs, services, or activities.
- Allow [service animals](#) to be with their person even if you have a no pets policy.
- Provide *program access* by ensuring that individuals with disabilities are not excluded from programs because existing buildings or facilities are inaccessible to them.
- Follow specific standards for physical accessibility when building or altering a building or facility.
- Follow specific requirements for ticket sales and testing accommodations.

(www.ada.gov)

Additional information regarding requirements and compliance can also be [found here](#) (www.adaactionguide.org/ada-title-ii-requirements).

Title III

This category relates specifically to businesses open to the public.

"The ADA is meant to ensure that people with disabilities can fully participate in all aspects of life. Almost all types of businesses that serve the public, regardless of their size or the age of their buildings, must follow the ADA." (www.ada.gov)

Businesses, including nonprofits, that serve the public (also called public accommodations) include, for example:

- Restaurants
- Hotels/motels
- Shops
- Movie theaters
- Private schools (including housing)
- Doctors' offices and private hospitals
- Day care centers
- Gyms

- Organizations offering courses or examinations related to:
 - Applications, licensing, certification or credentialing for professional or trade purposes
- Privately operated transit
- Examples of privately-operated transit include:
 - Intercity and charter buses
 - Hotel shuttles
 - Airport shuttles
- Commercial facilities (need only comply with requirements of the [ADA Standards for Accessible Design](#)). Examples of commercial facilities include:
 - Office buildings
 - Warehouses
 - Factories

General Requirements:

Businesses must provide people with disabilities an equal opportunity to access the goods or services that they offer.

Specific Requirements:

- Communicate with people with disabilities as effectively as you communicate with others.
- Make reasonable modifications to policies, practices, and procedures where needed.
- To make sure that a person with a disability can access the businesses' goods or services.
- Allow service animals to be with their person even if you have a no pets policy.
- Follow specific standards for physical accessibility when building or altering a building or facility.
- Follow specific requirements for ticket sales and testing accommodations.
- Remove architectural barriers in buildings when it is *readily achievable to do so*.

(www.ada.gov)

The City of Pasadena, CA, recorded a training regarding Title III compliance that provides a great overview, which is [linked here](#).

Compliance regarding ADA law is handled by the Department of Justice. While there is a significant amount of online materials and resources provided through their website www.ada.gov, most of their compliance is handled on a complaint basis. City Staff attempted to arrange a federal representative/expert to provide a general presentation regarding ADA compliance but was unable to do so by the date of this report, and for the February 20, 2024, City Council meeting.

State Requirements

The State Department of Commerce is the lead agency for North Dakota regarding Title II and Title III ADA training and technical assistance. State law requires:

"A state agency or the governing body of a political subdivision shall require from any individual preparing plans and specifications for a building or facility subject to the ADA of 1990 [Pub. L.101-336; 104 Stat. 327], a statement that the plans and specifications are, in the professional judgment of that individual, in conformance with the ADA standards for accessibility. The completed ADA Accessibility Guidelines Conformance Statement is to be retained by the permitting jurisdiction or state agency, and a copy is to be filed with Commerce Community Services." ([Americans with Disabilities \(nd.gov\)](#))

Staff has not been able to identify any specific legislation put into effect regarding the requirement of push button/powered doors at this time. Staff has also been working to connect with a state representative for more information specific to State requirements regarding ADA compliance additional to Federal requirements. As of the date of this report and the Feb. 20, 2024, City Council meeting staff has not been successful in scheduling a meeting or a presentation.

International Building Codes

Cities often adopt building codes as standards for construction of buildings to protect the interests of the public. These codes are very comprehensive and include standards for New Construction and Existing Buildings. Included in the building codes is requirements for compliance with Federal ADA laws. What is required and when can be complex and varies often on a case-by-case basis.

Staff has arranged for a representative from the International Code Council (ICC) to present to the Council at the Feb. 20, 2024, meeting regarding the requirements of ADA in the adopted building codes.

In addition, the Council requested the ability to consider requiring a higher standard regarding push button/power doors installation than is currently required in the building code. Staff has prepared a draft ordinance that would change this requirement for Council consideration. Staff still recommends the Council not move forward with adoption of this ordinance as it incurs additional regulation and cost to projects and business owners.

City Staff did reach out to the City of Mandan to get more information on their approach regarding push button/power doors for ADA accessibility. On Nov. 4, 2008, voters approved a ballot measure stipulating "installation of electric handicap accessible entrance doors is required on every building open to the public that has received public funds in any form whatsoever." As a result, any property receiving Storefront Improvement Funds since Nov. 14, 2008, has been subject to the requirement. Mandan staff believes an attempt was made to introduce state legislation similar to Mandan's ballot measure but it never made it out of committee with a Do Pass recommendation.

Financing

Tax Deductions

Council also directed staff to research and identify funding sources for ADA compliance. Staff has identified the following IRS Tax Benefits:

[Disabled Access Credit](#) (50% credit for business earning \$1 million or less, and 30 or less employees)

[Barrier Removal Tax Deduction](#) (up to \$15,000/year for qualified accessibility expenses)

[Work Opportunity Tax Credit](#) (credits for employing people with disabilities or veterans)

In looking across the country, there wasn't much else identified as potential funding mechanisms. One trend was that some localized community foundations provided grants to businesses related to accessibility costs.

State law regarding use of tax revenue

The potential of the City of Minot providing funding for an ADA Grant is a bit more challenging. State law includes a "gifting clause" which makes it difficult for cities in North Dakota to use taxpayer funds towards ADA. The law reads:

"The state, any county or city may make internal improvements and may engage in any industry, enterprise or business, not prohibited by article XX of the constitution, but neither the state nor any political subdivision thereof shall otherwise loan or give its credit or make donations to or in aid of any individual, association or corporation except for reasonable support of the poor, nor subscribe to or become the owner of capital stock in any association or corporation."

It is the opinion of the Finance Director and the City Attorney's Office that a grant program specific to ADA accessibility would not qualify as "support of the poor."

Case law also states:

"We conclude; however, statutorily authorized economic development programs constitute an "enterprise" under the plain language of N.D. Const. art. X, § 18 because they constitute an authorized project or undertaking that is especially difficult, complicated, or risky, or constitute systematic purposeful activity within the meaning of that provision." Hale v. State, 2012 ND 148, ¶ 30, 818 N.W.2d 684, 694. An enterprise is defined "to include 'a project or undertaking that is esp. difficult, complicated, or risky, ... a systematic purposeful activity.'" Haugland v. City of Bismarck, 2012 ND 123, ¶ 34, 818 N.W.2d 660, 675 citing Meriam-Webster's Collegiate Dictionary 167 (11th ed.2005).

It is the opinion of the Finance Director and the City Attorney's Office that an ADA Grant Program would not meet the criteria of being an "economic development program" or "enterprise" endeavor.

Entitlement Funds

With the City recently becoming a CDBG Entitlement Community, it will begin receiving annual allocations of funding in the late spring/early summer of 2024. Staff discussed with HUD representatives at a recent conference the potential of using entitlement funds towards an ADA Grant Program. The funds could potentially be used in this capacity, but would still need to meet the other requirements and qualifications. So, it could be used to help businesses in identified LMI areas of the community, but likely will not be available to every business in town. Staff would also recommend this be a topic in the process of developing the required plans for the use of the entitlement funds, and not commit the funding now.

Potential Grant Examples

Staff researched Accessibility Grants throughout the Country and found the following:

[Cañon City, CO](#)

[Saint Peter, MN](#)

[San Francisco, CA](#)

[Dubuque, IA](#)

[Frostburg, MD](#)

[San Jose, CA](#)

Many of these programs are limited to downtowns or other boundaries and are not available to all businesses throughout the community. There are a couple, however, that are available to all businesses in the community. Several are in conjunction with a façade improvement program similar to Minot's. Cañon City's program includes funding for life safety code compliance issues, such as electrical, plumbing and fire code compliance.

Staff Recommendations

Based on all the information outlined in this document, City Staff makes the following recommendations:

- 1st recommendation: Leave the Façade Improvement Program as currently structured and make no changes to current building codes related to accessibility.

- The current Façade Program already allows for accessibility costs to be reimbursed, including push button/power assisted doors, and meets state law as an economic development program.
 - Current building code already addresses ADA accessibility compliance in accordance with federal law.
- 2nd recommendation: Change City Ordinance to be similar to the Mandan ordinance requiring push button/power assisted doors on any project receiving any public funds (Federal, State or Local) but not create an ADA Grant Program
 - This raises the standard but doesn't require the City to pay for the improvements
 - State law prohibits the City "gifting" tax revenues to anything other than helping the poor and economic development enterprises
 - Staff anticipates this will have significant resistance from contractors and business owners.
- 3rd recommendation: Same as 2nd recommendation but also use Entitlement Funds to create an ADA Grant Program
 - Staff still recommends the City go through the planning and prioritization process with the Entitlement funds to verify this is the highest priority use of the funding.

2021 IEBC, SECTION 306
ACCESSIBILITY FOR EXISTING BUILDINGS
Amendment of Section 306.4

306.4 Extent of application. An *alteration* of an existing *facility* shall not impose a requirement for greater accessibility than that which would be required for new construction.

Exception: *Alteration of public entrances* that are required to be *accessible* shall have one door be either a full *power-operated* door or a *low-energy power-operated* door. Where the *public entrance* includes a vestibule, at least one door into and one door out of the vestibule shall meet the requirements of this section.

The highlighted exception above would be an addition/amendment to Chapter nine (9-4) of the City of Minot Code of Ordinances. This will be the first and only amendment to the adopted Existing Building Code.



LEAD AND COPPER INFORMATION

FEBRUARY 20, 2024

LEAD AND COPPER RULE

- Established in 1991
- Protect public health
- Reduce exposure to lead in drinking water
 - Reduced Action Level (AL) from 50 ppb to 15 ppb
 - Required annual testing of customers taps
 - Cannot exceed AL in more than 10% of samples
- Sources of lead in drinking water
 - Lead pipes
 - Brass or bronze faucets and fixtures



MINOT'S HISTORY WITH LCR

- Exceeded the Action Level in 1997
 - Change in disinfectant during this time
 - Change in corrosion control treatment
- Back in compliance by 1999
 - Discontinued use of Souris River as source water
 - Ran higher calcium levels
 - Increased sampling
 - Switched corrosion control treatment
- Remained in compliance
 - Reduced monitoring – every 3 years
 - Maintained corrosion control treatment



LCR REVISION UPDATE

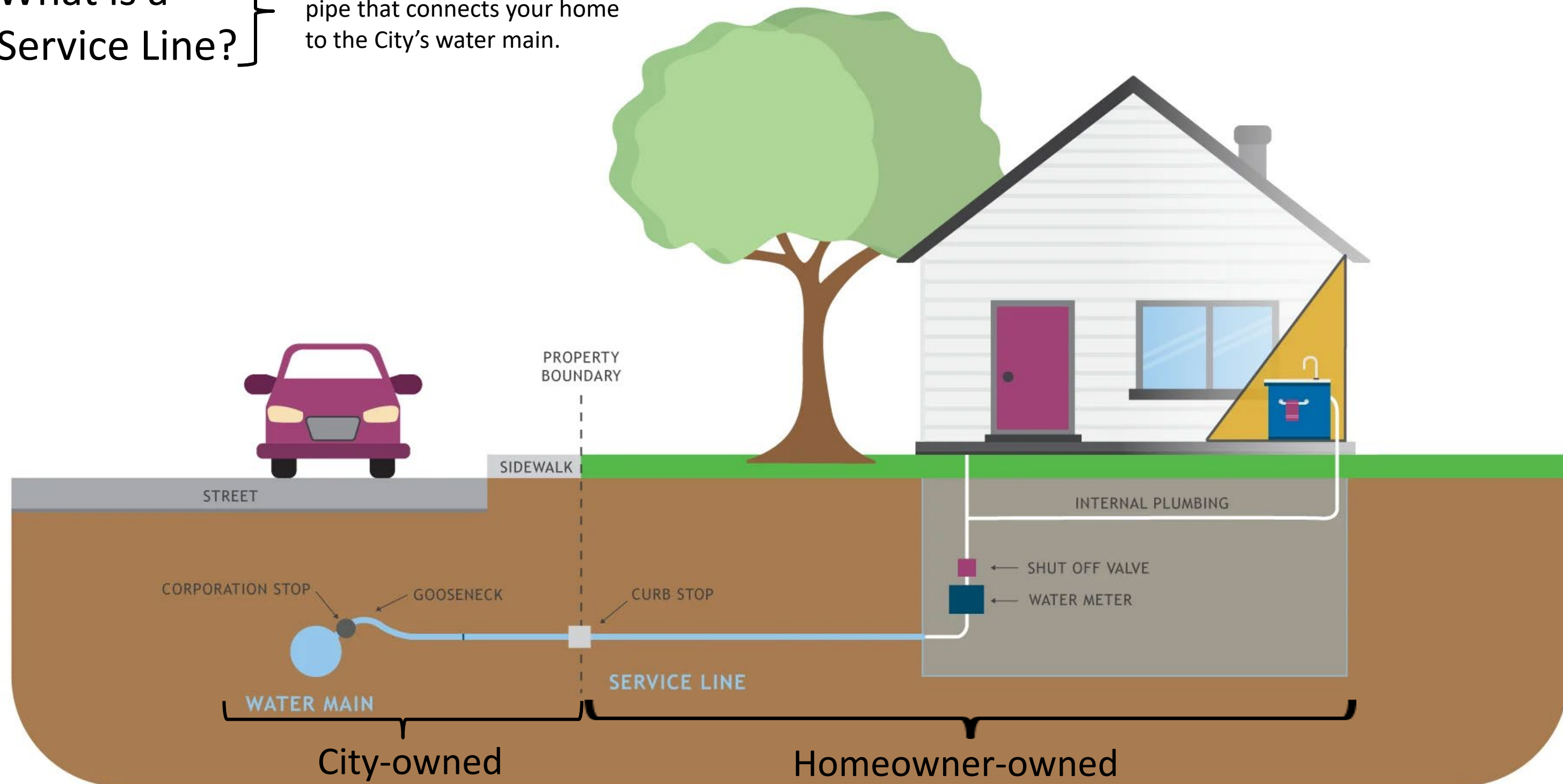
- 10-Year lead service line (LSL) replacement plan
- Complete service line inventory
- New Sampling Requirements
 - 1st and 5th liter – highest of the two
 - Mandatory testing of all schools and day care facilities
- Establishes a Trigger Level (TL) of 10 ppb
 - Mandatory LSL replacements – 3% per year
- Increased public notification
- Expected final publication late 2024 → Effective date in late 2027



LCR REVISION UPDATE

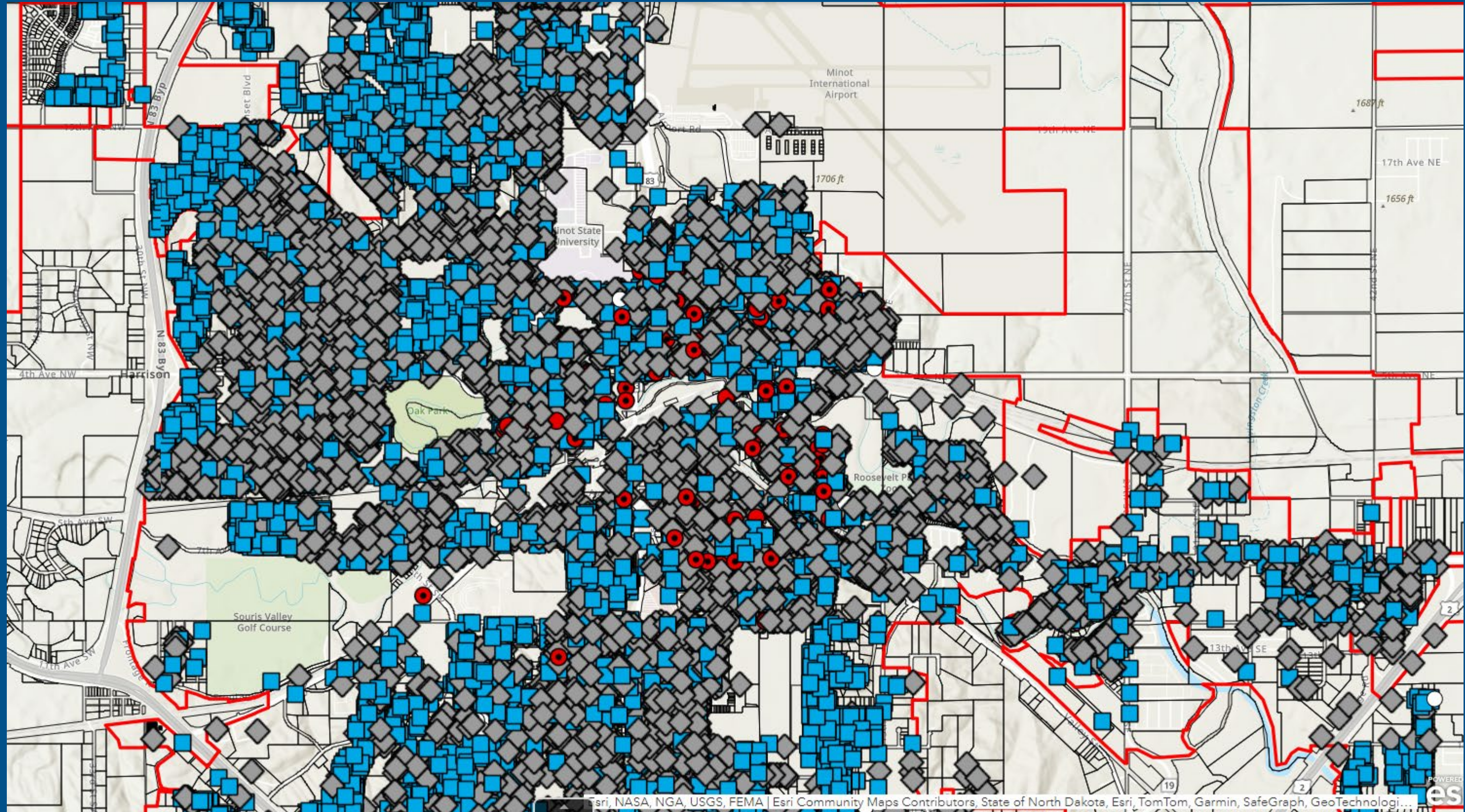
What is a
Service Line?

A service line is an underground pipe that connects your home to the City's water main.

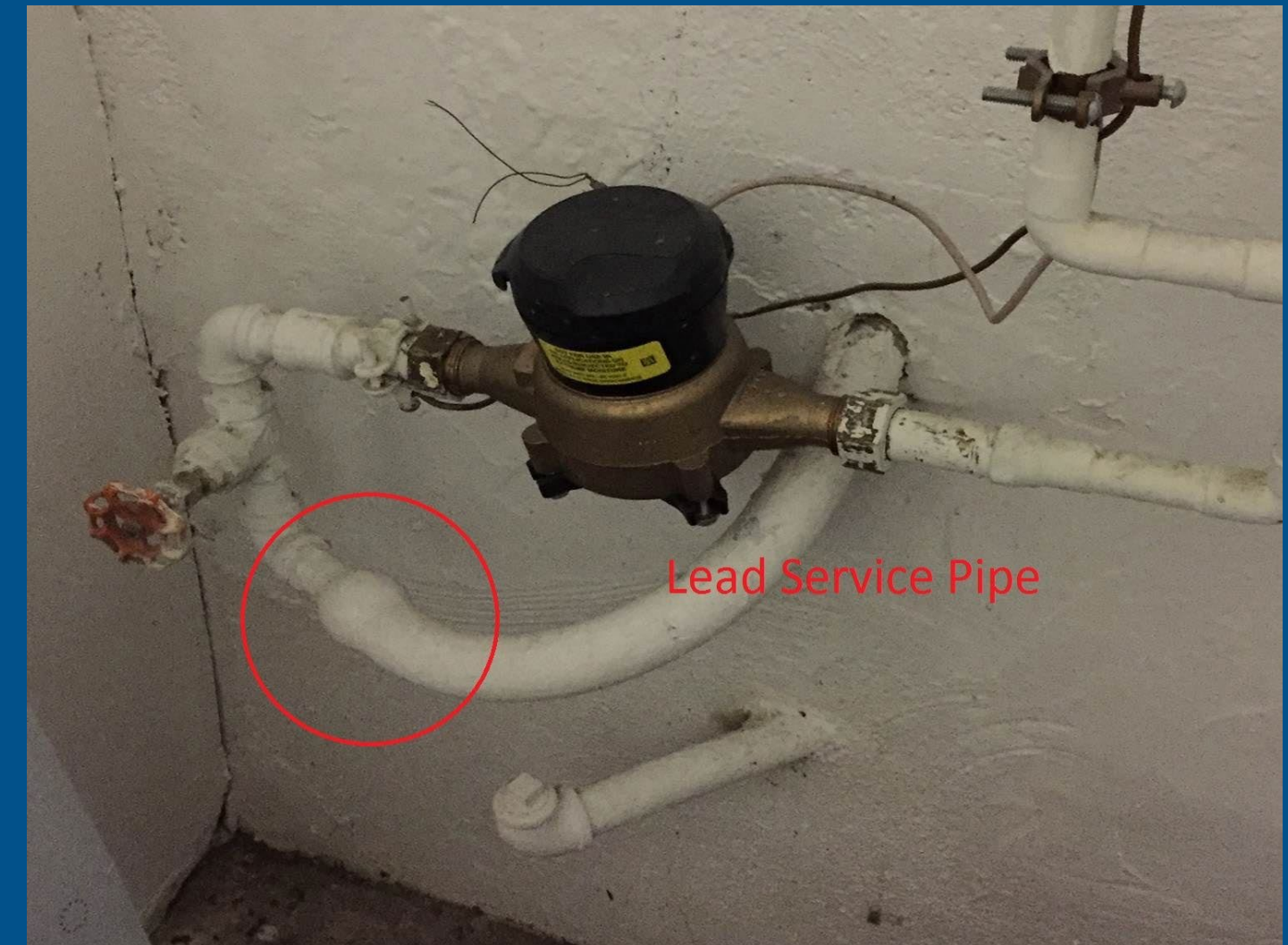


LCR INVENTORY

- Total Service Lines installed prior to 1986 = 16,000
- Total Unknowns = 8,265
- Unknowns are assumed lead until verified
- Identification
 - - Records Research
 - - Onsite Visual
 - - Water Testing
 - - Excavation



LSL IDENTIFICATION



LSL IDENTIFICATION

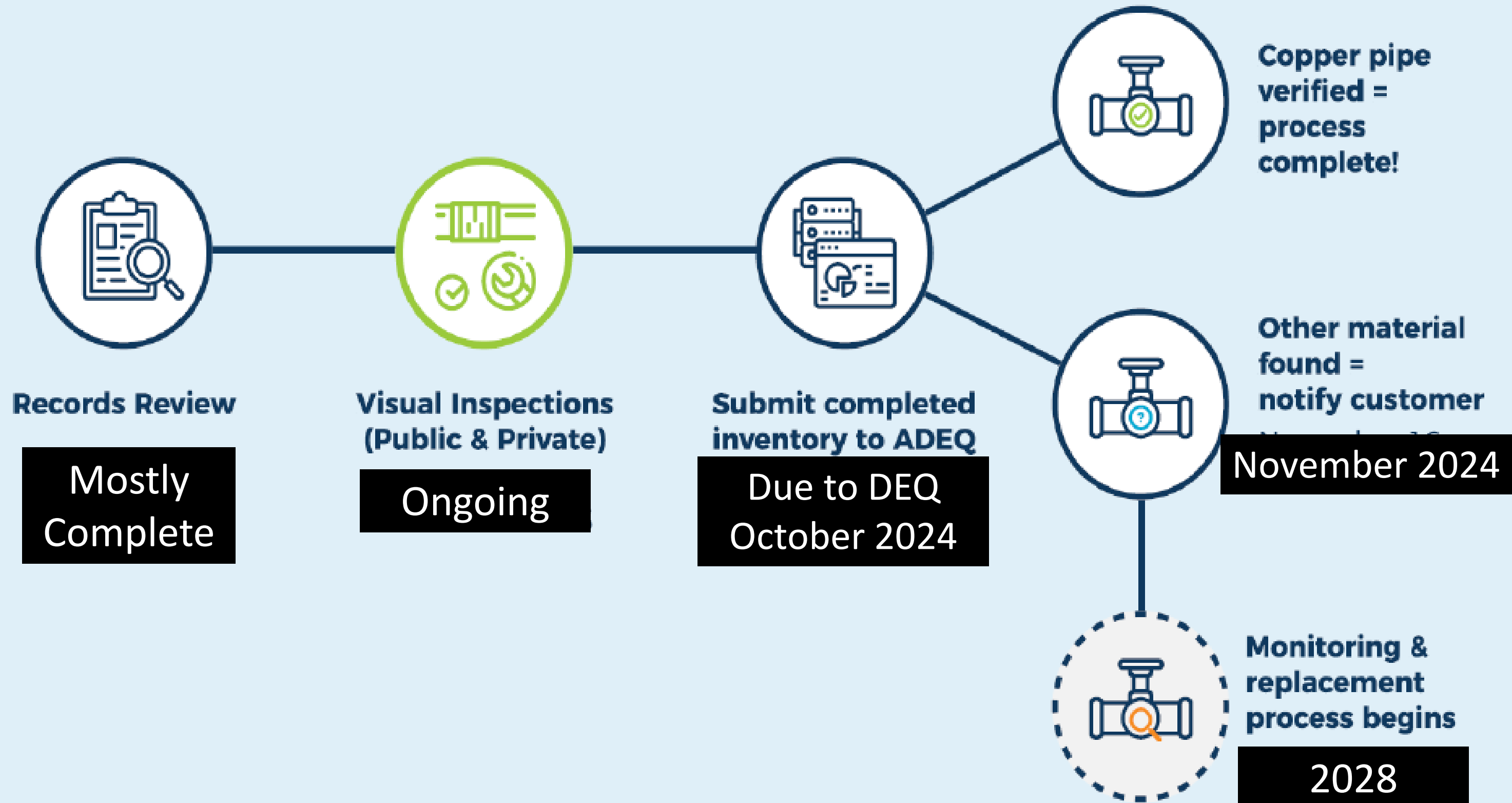
SIMPLE



MINOT



LCR TIMELINE



ACTION PLAN

- Continue Research and Monitoring
- Continue positive ID of service line materials
 - In-home inspections
 - Excavation

} Funding available for LSL identification
66% grant funds
- Switch Corrosion Control Treatment
 - Currently use TSPP (Tetrasodium Pyrophosphate)
 - Switch to blended product
 - Keep sample results below the Trigger Level to allow more measured response to replacement program



QUESTIONS?

City of Minot
North Dakota