



Regular City Council Meeting

Monday, April 21, 2025, at 5:30 PM

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

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MAYOR'S REPORT

3.1. PROCLAMATION

4. REPORTS

4.1. CITY MANAGER'S REPORT

5. PUBLIC HEARING

5.1. PUBLIC HEARING: FY2025 CDBG ENTITLEMENT PROCESS

RECOMMENDED ACTION

It is recommended City Council authorize staff to proceed with public meetings and the completion of the FY2025 Action Plan.

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the April 1, 2025, Special City Council meeting, the April 7, 2025, Regular City Council meeting, and the April 8, 2025, Board of Equalization meeting.

6.2. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 6073 - 2025 BA - Chlorine Analyzer**
- 2. Ordinance No 6074 - 2025 BA - Decision Blue Software**
- 3. Ordinance No 6075 - 2025 BA - Project Management Software**

4. Ordinance No 6076 - 2025 BA - FY23 Fire SHSG (2023300003)
5. Ordinance No 6077 - 2025 BA - ND Energy Conservation Grant Award
6. Ordinance No 6078 - 2025 BA - Administrative Hearing
7. Ordinance No 6079 - 2025 BA - Employment Investigation Services
8. Ordinance No 6080 - 2025 BA - Airport PFC Application
9. Ordinance No 6081 - 8th St SE at Riverside Dr
10. Ordinance No 6082 - 2025 BA - FY24 Fire SHSP

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

1. Trinity Health Foundation to conduct a raffle on June 9, 2025 at the Souris Valley Golf Course (2400 14th Ave SW).
2. MSU Staff Senate to conduct raffles from April 18th - May 23, 2025 at MSU (500 University Ave W).
3. Forgotten Warrior Foundation to conduct a raffle on June 28, 2025 at The "O"riginal (720 N Broadway).
4. Guns & Hoses Charity Hockey Game to conduct a raffle on April 19, 2025 at the Maysa Arena (2501 Burdick Exwy W).
5. Special Event Permit for Saul's (105 1st St SE).
6. Three Special Event Permits for Atypical Brewery (510 Central Ave).
7. Special Event Permit for Landing Bar and Bottleshop (2515 N Broadway).
8. Special Event Permit for Bones BBQ (437 N Broadway).
9. Special Event Permit for The Starving Rooster (30 1st St NE).

6.4. MAYORAL APPOINTMENTS

RECOMMENDED ACTION

It is recommended City Council confirm the following Mayoral Appointments to the Childcare in Minot Committee:

- Rianne Kuhn for a term to expire June 30, 2028.
- Alderman Samuelson for a term to expire June 30, 2028.

6.5. GAMING SITE AUTHORIZATION RENEWALS

RECOMMENDED ACTION

It is recommended City Council approve the following gaming site

authorizations for the following organizations to conduct games of chance during the license year of July 1, 2025, through June 30, 2026, at the following locations:

Prairie Grit Adaptive Sports

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

Aggie Foundation

- Arny's 2.0 (12 3rd St SE)
- Best Kept Secret (Sleep Inn) (2400 10th St SW)
- Off the Vine (15 S Main St)

6.6. STREET DEPT LARGE SNOW BLOWER ATTACHMENT (FRONT END LOADER) BID SELECTION APPROVAL

RECOMMENDED ACTION

It is recommended City Council approve the selection and award (Larue D50 Large Snow Blower attachment) to Swanston Equipment due to the submission of the best bid that adhered to the bid specifications.

6.7. RUNWAY 8/26 REHABILITATION AND TAXIWAY B DESIGN CONTRACTS (AIP 076-2025)

RECOMMENDED ACTION

1. It is recommended City Council approve the design proposals to be conducted by Short Elliot Hendrickson (SEH);
2. Approve the budget amendment on the first reading;
3. Allow City Staff to apply for Federal and State grants associated with this project; and
4. Authorize the Mayor, City Attorney, and Airport Director to sign the necessary documentation.

6.8. ADOPT THE BOND RESOLUTION AND APPROVE THE LOAN AGREEMENT FOR THE DWSRF WATERMAIN REPLACEMENT LOAN

RECOMMENDED ACTION

It is recommended City Council adopt the bond resolution and approve the loan agreement for the DWSRF \$3.704 million loan; and authorize the

Acting Mayor and Finance Director to sign any documentation.

- 6.9. BUDGET AMENDMENT FOR THE POLICE DEPARTMENT FY2023 SHSP GRANT TO TRANSFER FUNDS FROM EQUIPMENT TO TRAVEL, TRAINING & EDUCATION, AND MATERIALS & SUPPLIES

RECOMMENDED ACTION

It is recommended City Council pass an ordinance on first reading to amend the 2025 budget for the award.

- 6.10. FLEET 3/4 TON PICKUPS (X4) BID APPROVAL

RECOMMENDED ACTION

It is recommended City Council approve the bid from Minot Automotive for the four 3/4-ton pickups in the amounts of \$45,564 (Landfill), \$45,816 (Fire Dept), Storm Sewer and Water Plant (\$45,380 ea), totaling \$182,140.

- 6.11. STORM SEWER BOBCAT TOOLCAT SOLE SOURCE PROCUREMENT

RECOMMENDED ACTION

It is recommended City Council approve the sole source bid from Swanston Equipment for the Bobcat Toolcat in the amount of \$79,676.51.

- 6.12. AMEND THE 2025 DEPARTMENT MATERIALS AND SUPPLIES BUDGET FOR FIRE DEPARTMENT

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to amend the 2025 Fire Department Materials and Supplies budget to cover expenses for equipping approved fire trucks.

- 6.13. TRINITY HEALTH AND CARE RESOURCE CONNECTION BUSINESS ASSOCIATE AGREEMENTS (BAA)

RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the BAA documents for Trinity Health and Care Resource Connection.

- 6.14. APPROVAL OF SEIFERT AUCTION SERVICES PROPOSAL FOR CITY OF MINOT POLICE IMPOUND AUCTION

RECOMMENDED ACTION

It is recommended City Council approve the use of a city employee-owned business and accept the proposal of Seifert Auction Services; permit city staff to negotiate a services agreement with Seifert Auction Services; and authorize the Council President/Acting Mayor to sign the agreement.

6.15. AIRPORT PARKING LOT LIGHT POLE REPLACEMENT

RECOMMENDED ACTION

1. It is recommended City Council approve the purchase and installation of replacement light poles within the rental car parking lot area of the short-term parking lot;
2. Approve the purchase upon the first reading of the budget amendment;
3. Approve the budget amendment; and
4. Authorize the Mayor to sign any necessary documentation.

6.16. NDDOT BID CONCURRENCE - PUPPY DOG COULEE BROADWAY CULVERT REPLACEMENT

RECOMMENDED ACTION

It is recommended City Council concur with the low bid from Central Specialties.

6.17. ESTABLISHMENT OF NEW ACCOUNT AT DACOTAH BANK AND UPDATE RESOLUTION TO INCLUDE THE NEW BANKING ENTITY

RECOMMENDED ACTION

1. It is recommended City Council authorize the Finance Director, City Treasurer, and City Council President to sign any forms required to open the bank account, CD, and Insured Cash Sweep (ICS) account at Dacotah Bank; and
2. Update the resolution designating authorized signers on City bank accounts to include Dacotah Bank shown as a banking institution utilized by the City.

7. ACTION ITEMS

7.1. SHIRLEY COURT STREET LIGHTING DISCUSSION (4763)

RECOMMENDED ACTION

It is recommended City Council direct staff on how to proceed based upon the alternatives listed:

Alternative 1: Council can create a special assessment district to fund the project. Council can choose any percentage of city funds to help pay for the district.

Alternative 2: Council can fund the project from reserves and not special assess any of the cost.

Alternative 3: Council can choose not to move forward with any

construction project. Staff will continue to attempt to provide street lighting service for the Shirley Court neighborhood until it can no longer be maintained. From which, streetlight service may need to be turned off.

7.2. PROPERTY TAX EXEMPTION RESOLUTION FOR CHILDCARE CENTERS

RECOMMENDED ACTION

It is recommended City Council adopt the attached resolution related to property tax exemptions on Childcare Centers.

7.3. SPECIAL ELECTION FOR THE VACANCY OF THE MAYOR

RECOMMENDED ACTION

It is recommended City Council confirm a special election for either July 29, 2025 or August 5, 2025; and approve the resolution.

8. PERSONAL APPEARANCES

9. MISCELLANEOUS AND DISCUSSION ITEMS

9.1. ALCOHOL ORDINANCE REVIEW AND REWRITE COMMITTEE RECOMMENDATIONS

The recommendation included approving the committee changes and submitting to the City Council as well as four alternatives for removal of the cap:

- 1. Leave cap in place**
- 2. Remove cap with no compensation**
- 3. Kevin Black's proposal**
- 4. Paul Pitner's proposal, which comes with license holders signing a release of all claims and any other applicable terms within 90 days of second reading**

The committee also recommended the City Council create an Alcohol and Gaming Committee.

This is informational only for City Council.

10. LIAISON REPORTS

11. ADJOURNMENT

Proclamation

Mayor Proclaims April 25, 2025, as Arbor Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the world; and.

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Minot, N.D., has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW, THEREFORE, DO I, Mark Jantzer, Acting Mayor of Minot, North Dakota, hereby proclaim April 25, 2025, as “Arbor Day” in Minot and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and I further urge all citizens to plant trees to gladden the hearts and promote the well-being of this and future generations.

Mayor Proclaims April 25, 2025, as Arbor Day

Mark Jantzer, Acting Mayor, City of Minot

City of Minot City Clerk



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

FROM: Harold Stewart, City Manager

DATE: April 21, 2025

City Manager:

The city manager was out of the office for the majority of the last couple of weeks attending to family matters.

Interviews for the Human Resource Director finalists will be held Tuesday April 22nd. Four candidates were invited but one withdrew after accepting another position.

The Police Chief recruitment process continues. There has been a very small number of applicants for the position. The deadline for application was extended and the recruiter is aggressively attempting to encourage more applicants.

Meetings attended included: monthly communication meeting with Community Foundation Director; monthly community leader economic development communication meeting; interview on the Dakotan; Police department promotion ceremony; Council CIP budget meeting; and various internal communication and project meetings.

**Public Works
Operations Director, Bryan Banfill**

PUBLIC WORKS ADMINISTRATION: This month, the Operations department has shifted its focus to the development of the 2026 budget cycle. In an effort to maintain services while identifying creative cost-reducing techniques, the team has begun reviewing historical expenditures to pinpoint areas suitable for improvement. Each department is tasked with thoroughly analyzing service delivery models, equipment usage, and workflow processes to uncover potential inefficiencies. By fostering a culture of continuous improvement and innovation, the team aims to create more efficient and effective uses of city infrastructure and resources. Moreover, the department is considering collaborations with external partners to leverage expertise and funding opportunities, ensuring that the community continues to receive high-quality services without compromising on financial sustainability.

ROSEHILL CEMETERY:

Rosehill Cemetery is actively addressing the challenges posed by decreasing plot and columbarium niche availability, currently operating at 96.22% burial plot capacity with just 1,079 plots left in the developed

sections. In response to the growing demand, plans are underway to develop additional sections, which will add a substantial 15,283 plots for future needs. The columbarium, now at 85% capacity, has only 21 niches available, prompting efforts to integrate new columbaria sections in 2025. These initiatives have contributed to a notable March revenue of \$20,945.00, which includes sales from 8 plots, 1 niche, 13 burial fees, and 1 vault storage fees. Additionally, the LEO position has been filled with an internal hire from the Water Department accepting the job. Spring work is underway with some cleanup and markers being set. There will be an individual from previous years returning for part-time summer help.

PROPERTY MAINTENANCE DEPARTMENT:

In March, the Property Maintenance department completed 241 work orders, consisting of 32 preventative maintenance (PM) and 209 non-preventative maintenance (Non-PM) tasks. The PM work primarily involved critical tasks such as checking filters and cleaning equipment, while the Non-PM efforts still required snow and ice removal from sidewalks and parking lots, as well as responding to HVAC service requests. The team continues gearing up for the spring cooling season by preparing equipment for start-up. The new cooling tower for the Police Complex is scheduled for April delivery. The strategic placement of new security cameras at City-owned parking structures has been confirmed, along with the necessary electrical preparations. Furthermore, the team is committed to addressing the security deficiencies identified in the Department of Homeland Security's assessment reports, planning to tackle some issues with current funds while considering grants for more substantial improvements. Coordination with contractors regarding start dates and material staging for the grant-matched LED lighting upgrade for the 7 city facilities is underway. The Team has also been involved with the Broadway Circle complex regarding the department's role/responsibilities, site maintenance, HVAC service and facility maintenance prior to awarding a contract recipient to run the facility and after.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

In March, the Street Department was proactive in managing frozen catch basins with steamer trucks. Warmer weather activated our sweepers on Priority 1 & 2 routes, as well as hills, to remove unwanted sand on our roadways. We are in the process of finalizing our sweeping schedule and will release when complete. Numerous snow events kept our sanders busy as none of the events required road graders. The Patch crew assisted the Water Department in adding cold mix asphalt and recycled asphalt to some water break holes in high-traffic roadway areas. Once asphalt mix plants start their operations, a more permanent patch of the roadway will take place. Pothole pickups were out in full force as potholes started showing up after each melting event. Storm Sewer department took advantage of warmer weather and started cleaning storm drains and manholes in certain neighborhoods with their Vactor truck.

TRANSIT DEPARTMENT:

The recent implementation of the new ITS system to replace the previous RouteMatch system is proving to be a significant improvement for our transit operations. The development of the passenger web portal and app is approximately 80% complete. Due to unexpected delays with Apple and Google development licenses, the expected go-live date for this portion is now May 1st. March's ridership has seen an unprecedented 45% increase compared to March 2024, reaching a total of 9,158 passengers. The transit department has provided 26,754 rides in the first quarter of 2025, an impressive increase of over 25% compared to the first quarter of 2024. The steadily increasing ridership statistics over the last six to nine months highlight the impact of the two new routes established in 2024 as well as the opening of the downtown transfer center, confirming the growing demand for our services. On the legislative front, Senate Bill 2254 has been passed by the house and with the Governor's signature will provide 2 million dollars in state funding to the four urban cities. The bill was amended to limit the funds to be used for paratransit services only. We are currently working with the state DOT to work on the details of how the funds will be distributed over this biennium.

FLEET DEPARTMENT (CT SHOP):

In March, the maintenance team effectively addressed 140 work orders, with 60% designated for unscheduled repairs, reflecting the ongoing need to maintain an aging fleet. Impressively, 47% of these work orders were completed within 24 hours, and 54% within 72 hours, showcasing the team's efficiency. As we move forward, significant efforts will concentrate on finalizing a comprehensive fleet management plan, which includes refining the model for the vehicle and equipment replacement fund (VERF) to aid in future financial planning. Additionally, enhancements to the asset management software will improve data accuracy, while tracking factors and predictive algorithms will be refined to evaluate fleet status more effectively. The next steps involve finalizing these frameworks with the aim of city adoption by 2026, ensuring that our strategies for equipment replacement are proactive and aligned with the city's operational needs. Additionally, the shop is in the process of completing the shop floor/drain replacement project which is set to be completed in the next two weeks. This project reduces/eliminates safety concerns with degraded concrete posing safety hazards to the workforce.

**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.

	March			Year to Date 2025		
	Sales	Median	Average	Sales	Median	Average
Residential	47	\$ 244,450	\$ 261,550	137	\$ 237,000	\$ 250,823
Residential Vacant Land	2	\$ 6,000	\$ 6,000	14	\$ 19,750	\$ 33,928
Commercial	2	\$ 322,013	\$ 322,013	8	\$ 454,513	\$ 671,583
Commercial Vacant Land	1	\$ 2,000	\$ 2,000	2	\$ 132,000	\$ 132,000

**Community Development Department
Director, Brian Billingsley**

INSPECTIONS DIVISION:

March 2025 Permit Information (March 2024):

- Total Permits Issued: 164 (128)
- Single-Family Homes: 2 (2)
- Multi-Family Permits (Units): 0 (0)
- New Residential Permits: \$261,952 (\$347,000)
- Residential Remodels: \$453,644 (\$19,708)
- New Commercial: \$3,152,466 (\$5,864,000)
- Commercial Remodels: \$1,288,617 (\$2,600,000)
- Valuations of all Permits: \$5,156,679 (\$8,830,708)

Notable Building Permits:

- Sunrise Hospitality – 2301 Landmark Dr. – Renovations - \$269,393
- U-Haul Storage – 10 20th Ave. SW – Expansion - \$3,151,466
- The Pursuit – 515 20th Ave. SE – Renovations - \$450,000

Personnel Update:

We hired Gerald Heitzelman to the Commercial Plan Reviewer position in December. Although he is still undergoing training, Gerald's presence is improving our response time. As of March 31, 2025, the average time to review building plans and issue a permit during the first quarter of the year came out to 18 business days. Last year the average response time varied between 30 and 40 business days. We appreciate the City Council for supporting for this position. Gerald is also attending DRT meeting so he can be prepared for future projects.

PLANNING DIVISION:

Planning Commission:

The Planning Commission held a meeting on March 4th. They approved all cases. There will not be a meeting in April.

Development Review Team Meetings:

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

- Idlewild 3rd Addition – Taylor Picard
- Cornerstone Bank expansion – 20th Ave. SW
- Apple Grove Townhomes – Jack Barrett – Nedrose Twp.

Outdoor Dining Permits:

None.

Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director attended two Economic Development Plan Review Committee meetings.
- Director is attending weekly North Dakota League of Cities legislative update meetings.
- Director attended four neighborhood meetings and gave a presentation at the Code Enforcement meeting.
- Director attended a Monthly economic developer's meeting with the Chamber EDC.
- Director had meetings with a representative for a local land developer and the City Manager, City Engineer, and City Finance Director.
- Director and staff had a meeting with Amtrak to discuss ADA improvements at the Minot depot property.
- Director a staff met with engineering and surveying representatives for a commercial subdivision development in southwest Minot.

ECONOMIC DEVELOPMENT DIVISION:

Façade Improvement Program:

The Renaissance Zone Board held a meeting on March 27th. No applications were on the agenda. The Board reviewed the guidelines for the program and discussed possible improvements and changes. No action was taken.

Renaissance Zone Program:

The Renaissance Zone Review Board held a meeting on March 27th. No applications were on the agenda. The Board reviewed the Renaissance Zone Block Map and discussed possible changes. No action was taken.

**NDR Program Manager
Chris Plank**

Broadway Circle

The substantial completion date of the project was April 7, 2025. Inspections were scheduled and waiting for the Certificate of Occupancy to be issued. The following site work will be completed since the weather conditions have warmed up:

- Landscaping and gazebo in playground area
- Installation of Mailboxes
- Parking lot striping and aprons
- Sidewalk and walking path concrete poured

City staff met with two organizations who submitted bids to the RFP for managing the property. Follow-up questions were sent to HUD for clarification. HUD provided responses and staff will review them and proceed in selecting an organization.

New lease for the Hibachi Grill, LLC dba Oishii Ramen was approved at the April 7, 2025, council meeting. All required signatures have been gathered, and the new lease begins on May 1, 2025.

Acquisitions

MI-4 offers are being generated and will be presented to the residents. The environmental reviews have been completed and signed, allowing the process to proceed. The council recently approved staff to proceed with the acquisition of property on El Rio drive.

All residents have been relocated from Parkview Mobile Home Park. A date is still being negotiated as to when a hearing regarding Eminent Domain will be held. The city currently owns three mobile homes in the park. One of the mobile homes will be salvaged and demolished and the other two will be put up for auction.

CDBG Entitlement

Fiscal year 2025 allocations are scheduled to be released on April 25, 2025. A public hearing will be held at the Council meeting on April 21, 2025. Staff is recommending Council authorize staff to proceed with holding community meetings and to proceed with the development of the Annual Action Plan, as required. Minot's date for submission of the FY 2025 Annual Action Plan is June 24, 2025.

Meetings:

- **Minot Area Homeless Coalition**
- **Minot Housing Authority**
- **Minot Commission on Aging**
- **Bi-weekly NDR meetings**
- **Bi-weekly Acquisition meetings**
- **BI-weekly Entitlement Meetings**
- **Weekly Finance meetings**
- **City Council**
- **Department Head Meetings**
- **NCDA Region 8 meeting**
- **Weekly construction meetings at Broadway Circle**
- **Meeting with potential subrecipients for Broadway Circle**

**Library,
Library Director, Zhaina Moya**

MINOT PUBLIC LIBRARY

Director's Report



Building & Grounds

Moya has met with AE to discuss a plan to move forward. Moya will meet with City Manager and Finance to discuss final funding for the project.

Space Needs: EAPC will hold another stakeholder meeting in April to discuss the proposed plan and costs.



Personnel

- The Minot Public Library is fully staffed



Budget

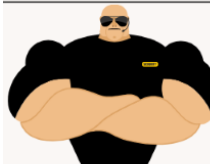
- Per the City Manager and Finance Department Moya will be working on creating nine different budgets representing various financial scenarios over the next three years.



Meetings & Events

Moya attended the following meetings throughout the month:

- 3/11- Management Communications Meeting
- 3/17- Regular City Council Meeting
- 3/20- Harron Palmer Meeting
- 3/20- EAPC Meeting
- 3/20- Library Board Meeting
- 3/25- First Amendment Auditor Training
- 3/26- 1:1 with CM
- 3/27- neighborhood Meeting
- 3/31- Department Head Meeting
- 4/1- Special City Council Meeting
- 4/2- 1:1 with Library Board President
- 4/7- Regular City Council Meeting (virtually attended)
- 4.15- Department Head Meeting



Behavior Concerns

- 3/14- Patron came up to the desk to report finding a pipe for illegal substances by the microfilm. The Adult Services Librarian collected the item, took it to the back office, and disposed of it, per the Library Director's instruction
- 3/27- Patron has been made aware several times that he has a large fine due to an overdue gaming console. Patron refuses to pay but frequently comes in to try and access the computer or check out materials, curses out staff. When he is reminded of the fine, he begins cursing out staff, and reiterates that he will not be paying the fine.
- 4/14- Library staff received a call from a parent stating that their child had ran away from the library because she saw a man in his underwear with his pants around his ankles. Staff went to investigate, there was a man sitting with his pants around his ankles however it was obvious he was wearing baggy gym shorts. Staff informed the man that they had received a complaint and asked if he would pull his pants up

Public Works
Utilities Director, Jason Sorenson

PUBLIC WORKS ADMIN:

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

Discussions continue on HB1020, which is the funding bill for DWR that contains the cost share for flood control. The bill out of the House provided \$125 million for MREFPP, but due to the lower oil revenue forecast the Senate version was reduced to \$65 million. The SRJB is working to educate legislators on some misunderstandings regarding contractor availability and carry over funds. The conference committee is gearing up to meet around April 17th to negotiate a final bill.

The two contractors for 2024 watermain replacement have resumed construction and the 2025 project has been awarded. The 2025 bids came in under estimate so staff is working to design and bid another smaller project. The 2025 sanitary sewer lining project is underway as well

Water Treatment Department:

 City of Minot Monthly Water Report	
MARCH 2025	
Water	
Raw Water Influent (gal)	179,571,000
Recycle Water (gal)	5,037,000
Facility Water (gal)	6,529,000
Total Water Treated (gal)	191,137,000
Distributed from City (gal)	56,765,000
Distributed from NAWS (gal)	123,555,000
Pumped Total (gal)	180,320,000
Chemical	
Ammonium Sulfate (lbs)	5,183
Carbon Dioxide (lbs)	59,706
Chlorine (lbs)	17,771
Coagulant (gal)	7,906
Fluoride (gal)	3,634
Lime (lbs)	695,995
Phosphate (lbs)	4,621
Waste Sludge to Landfill	
Truck Loads	146
Pounds	3,209,200
Safe Drinking Water Act	
Bacteria (# Samples)	50
Total Chlorine Avg (MRDL)	2.79 mg/l
Finished Water Turbidty (NTU)	0.057

Water & Sewer Department:

CITY OF MINOT

2025 Water & Sewer Monthly Report/Task vs. Objectives

TASK	OBJECTIVE	Jan-25	Feb-25	Mar-25	Apr-24	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	TOTALS
Meetings		25	22	19										66
Service Calls	6,750	237	220	271										728
Inspections	150	0	0											0
After hours Calls (Foremen)		5	11											16
Lab Tests	6,500	100	100	100										300
Meters														
Install New Meters	100	3	3	4										10
Meter Changes	100	22	16	17										55
Delinquent Water Accounts		89	22	100										211
MXU Installations	100	2	3	2										7
Locates: water/sewer/storm	4,000	40	42	167										249
Hydrants														
Hydrant Inspections	1,150	0	0	28										28
Flow Hydrants(for sewer lines)		40	11	51										102
Install Hydrants	15	0	0	0										0
Hydrant Repair	180	4	0	3										7
Hydrant Flow Testing		0	0	0										0
Hydrant Meter Set		0	0	0										0
Hydrants Painted		0	0	0										0
Water														
Curb Stop Maintenance	40	3	1	1										5
Curb Box (riser repair)	100	1	2											3
GV exercising/inspections	2,000	0	0	0										0
Gate Valve Maintenance	24	0	0	1										1
Gate Valve (riser repair)	50	0	1	1										2
Gate Valves ON/OFF		16	12	25										53
Repair Water Main Breaks	40	4	3	7										14
Service Taps		0	0	0										0
Service Leaks		0	0	0										0
Hydrastopping	1	0	0	0										0
Haul Clay/dirt/gravel/snow	Days	5	0	4										9
PRV Maintenance	5	0	0	0										0
Install Insta-Valve	1	0	0	0										0
Sewer														
Televising (feet)	60,500	6,788	0	317										7,105
Clean Sanitary Sewer (feet)	140,000	10,000	4,009	5,704										19,713
Check/Flush Manholes	5,000	301	72	651										1,024
Inspect Sewer Lift Stations	2,080	168	42											210
Sewer Calls			0											0
Manhole Repair	50	0	0	0										0
Repair Sewers (feet)	30		0											0
Mowing/Snow Removal Hours	6,000	42	42	42										126

Landfill/Sanitation/Recycling:

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

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

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

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



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

Views	Title
73	Projector
73	Christmas Tree (Natural)
72	Tablet
31	Printer
11	Antifreeze
11	Diesel Exhaust Fluid
9	Cardboard Can
9	Pizza Box (Greasy)
8	String and Twine
8	Metal Packaging

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

Single Stream Recycling – 88.20 Tons

MSW – 5,728.43 Tons

MSW City Collection – 912.32 Tons

Inert – 1,005.12 Tons

Lime – 1,604.60 Tons

Trees – 90.68 Tons

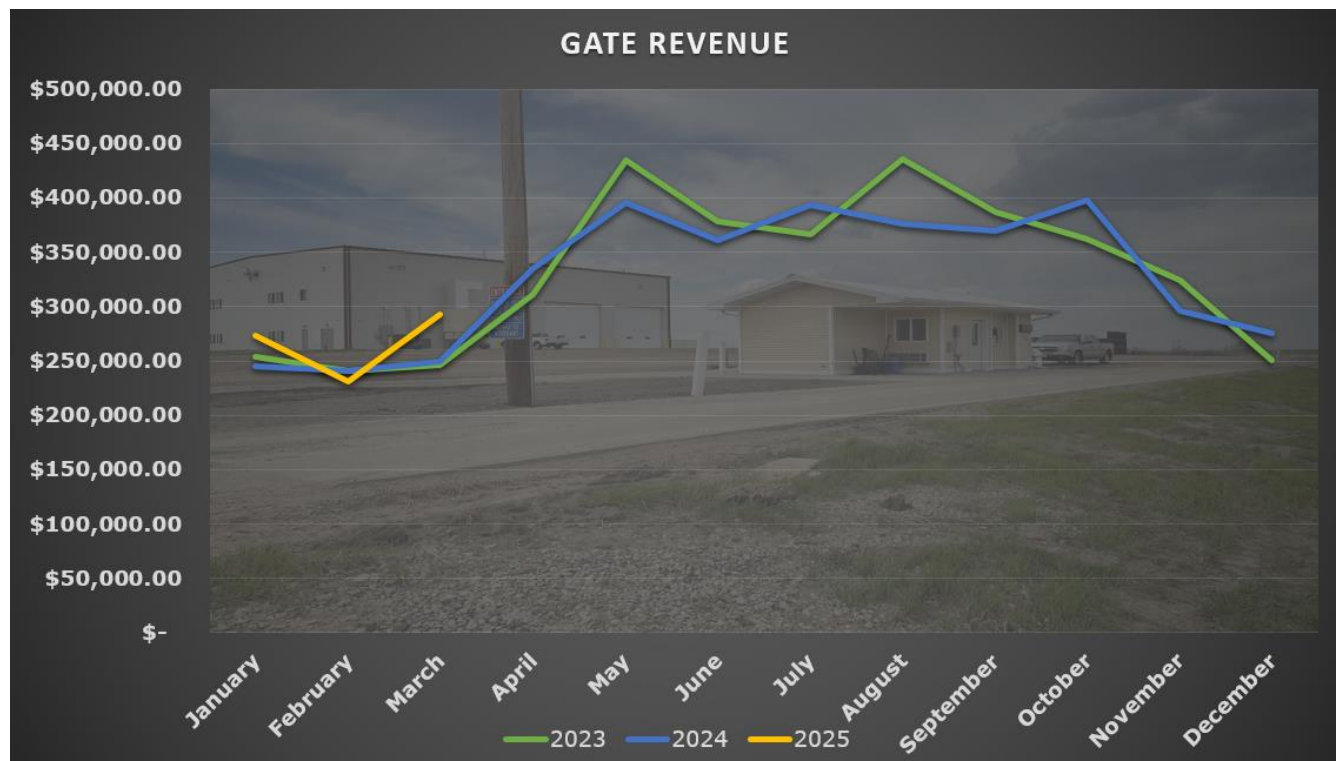
Trees Given Away for Firewood – 11.13 Tons

Recycled oil for use in Asphalt Plants – 1,000 Gallons

Total number of landfill tickets generated – 3,866 Tickets

March gate collections were \$293,324.77 compared to \$227,053.76 in 2024.

Year to date gate collections at the landfill is \$797,529.84 compared to \$667,141.28 from last year at this time.



MACEDC Board Meeting Attendance - 2025

Scheduled Meeting

JAN **FEB** **MAR** **MAR** **APR** **MAY** **JUNE** **JULY** **AUG** **SEPT** **OCT** **NOV** **DEC**
 8 12 12 24 9 14 11 9 13 10 8 12 10

EXECUTIVE COMMITTEE

Ryan Ackerman, Chair	X	X		A n n u a l M e e t i n g															
Jarid Lundeen, Chair-Elect	X	X																	
Missy Feist-Erickson, Treasurer	X	X																	
Cassidy Hjelmstad, Past Chair	X	X																	
Brekka Kramer, President CEO & Corp Secretary	X	X																	

ADDITIONAL VOTING MEMBERS

Kevin Black	X	X		M e e t i n g															
Beth Feldner	X	X																	
Peter Hankla	A	X																	
Jonn Knecht	X	X																	
John Kutch	X	A																	
Brent Lohnes	X	X																	
Jason Olson	A	X																	
Mayor Tom Ross	X	X																	
Dr. Steven Shirley	X	X																	
Jason Zimmerman	X	X																	

X = Present A = Not Present

**Minot Area Chamber EDC Board of Directors
Wednesday, March 12, 2025 @ 7:30 a.m. | Minot Area Chamber EDC
REGULAR MEETING AGENDA**

Call to Order

1. Executive Session
 - a. LPND Letter of Intent
2. Board Minutes (All Directors)
 - a. Approve February 12 Regular Board Meeting Minutes
3. Treasurer's Report
 - a. Approve February Financials
4. Chairperson's Report
 - a. Strategic Plan Discussion
 - b. CO.STARTERS Annual Report
 - c. U.S. Chamber Accreditation
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, April 9, 7:30 a.m.

**Minot Area Chamber EDC
Regular Board Meeting Minutes
Wednesday, February 12, 2025
Minot Area Chamber EDC Office**

Call to order

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

Attendance

PRESENT BOARD MEMBERS AND STAFF: Ryan Ackerman, Kevin Black, Missy Feist-Erickson, Beth Feldner (Teams), Pete Hankla, Cassidy Hjelmstad, Jonn Knecht (Teams), Brent Lohnes, Jarid Lundeen, Jason Olson, Mayor Tom Ross, Dr. Steven Shirley, Jason Zimmerman, Brekka Kramer, and Jaime Hauge.

ABSENT: John Kutch.

1. 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 January 8 regular board meeting minutes; Mr. Lundeen seconded the motion which carried unanimously.

2. Treasurer's Report

Ms. Feist-Erickson presented the January MACEDC financials. Mr. Lundeen made a motion to approve the January MACEDC financials. Mr. Zimmerman seconded the motion which carried unanimously.

3. Chairperson's Report

- a. **Strategic Plan Discussion:** The current five-year MACEDC strategic plan was included in the packet. Chair Ackerman is leading the review of the plan and is looking to the board to review and provide insights.
- b. **Souris Basin Planning Council MAGIC Fund Request:** The Souris Basin Planning Council MAGIC Fund application and attachments were included in the packet. The MACEDC team recommended moving forward with a request of \$250,000. Mayor Ross made a motion to approve the recommendation. Mr. Lundeen seconded the motion which carried unanimously.
- c. **Minot Area Top Employers List:** Ms. Kramer shared the top employer collection process and suggested changes moving forward. Currently MACEDC and City of Minot take turns collecting Minot area top employer data each year.
- d. **U.S. Chamber Accreditation:** The memo to the board on the U.S. Chamber Accreditation was included in the packet. The MACEDC team continues to move forward with the process.

4. Strategic Plan Key Pillar Report

- a. **Economic Development – Ryan Ackerman:** Chair Ackerman shared highlights on economic development work, including updates on two potential clients for the Logistics Park of North Dakota.
- b. **Community Development – Kevin Black:** None.
- c. **Workforce Development – Dr. Steven Shirley:** Dr. Shirley shared updates on partnerships with Trinity Health and legislative work.
- d. **Member Investor – Cassidy Hjelmstad:** Ms. Hjelmstad informed the board of new member investors and shared that the aging report will be shared with the board in the weekly summaries.

- e. **Military Support – Pete Hankla:** Mr. Hankla gave military updates which included legislative work on the base enhancement funding through the North Dakota Department of Commerce and a base encroachment bill, the first meeting of the Sentinel Working Group, the upcoming Minot Air Force Base economic impact analysis presentation, and Ms. Kramer's prestigious nomination to the Department of the Air Force Civic Leader Program.

5. President's Report

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

The State of the City will take place on February 20.

6. Other Business

The board discussed the work being done with the City of Minot's Economic Development Review Committee.

Chair Ryan Ackerman adjourned the meeting at 9:10 am.

Minutes submitted by: Jaime Hauge, Executive Assistant



Annual Report

for Minot Area Chamber EDC // Minot, ND

Year: 2024

■ EXECUTIVE SUMMARY

Minot Area Chamber EDC ran two CO.STARTERS Core cohorts in February and September of 2024.

By the end of the program, 85 percent of Minot Area Chamber EDC participants believed they knew how to start and lead a venture, and 85 percent of participants reported satisfaction with the resources available to them. Overall, Minot Area Chamber EDC participants reported 92 percent satisfaction with the CO.STARTERS Core program and 97 percent satisfaction with the facilitators in 2024.

OVERVIEW



2 Core Cohorts



15 Graduates

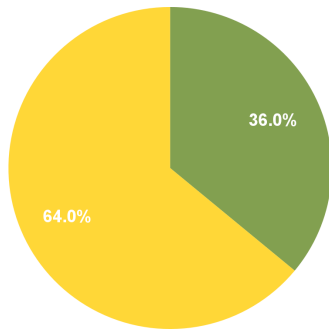


Pre-Survey: 93%
Post-Survey: 87%

STARTER DEMOGRAPHICS BREAKDOWN

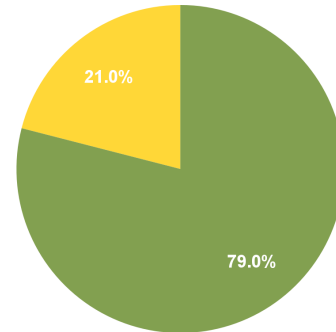
Gender

- Male
- Female



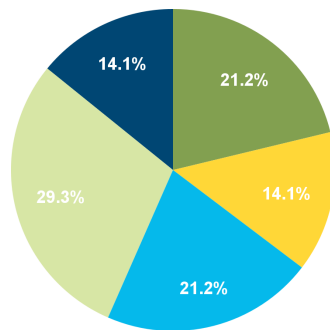
Age

- 25-44
- 45-64



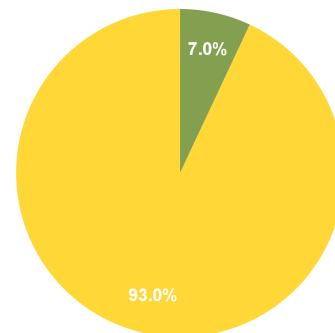
Income

- \$25k–\$50k
- \$50k–\$75k
- \$75k–\$100k
- More than \$100k
- Unknown



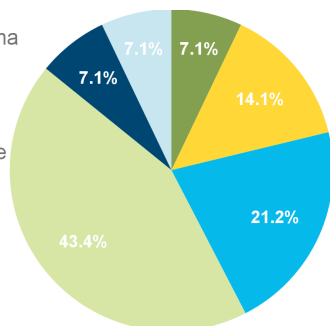
Race

- Asian
- White



Education

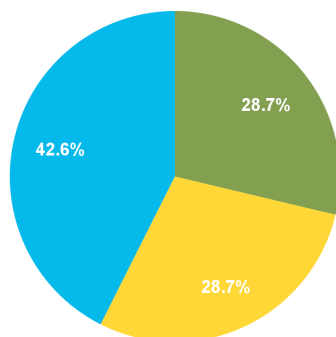
- High school diploma or GED
- Some college/ university
- Associate's degree
- Bachelor's degree
- Master's degree
- Research-based doctoral



■ VENTURE DEMOGRAPHICS BREAKDOWN

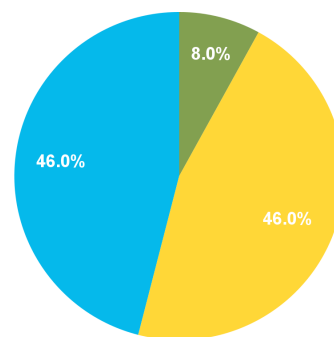
Venture Stage (Start of Program)

- Concept Stage
- Startup Stage
- Operating Stage



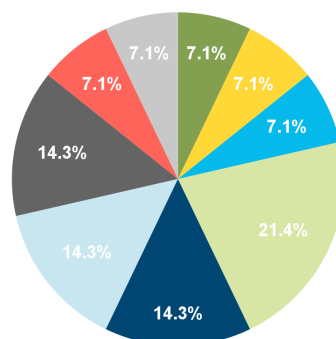
Venture Stage (End of Program)

- Concept Stage
- Startup Stage
- Operating Stage



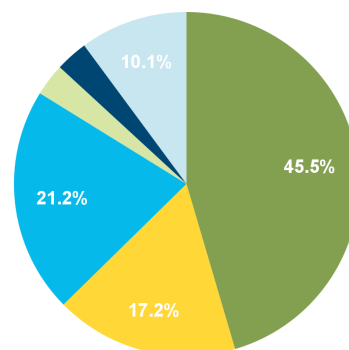
Industry

- Cause/ Nonprofit
- Consumer Services
- Education
- Food, Restaurant, and Beverage
- Health & Wellness
- Professional Services
- Products, Retail,
- Video, Film,
- Other



Where's The Money Coming From?

- Personal savings
- Personal credit
- Bank loans
- Formal equity
- Grants &
- Other



Average Gross Annual Sales

\$57,083

Gross Capital Investment

≥ \$289,340

■ PROGRESS REPORT

Percent of participants who agreed with the following statements, before and after the duration of the program:

I know how to start and lead a venture.

Before: 57%*

→ After: 85%**

→ Impact: +27%

I know how to market or sell my product(s) or service(s).

Before: 43%

→ After: 85%

→ Impact: +42%

I have people with whom I can discuss my ideas.

Before: 79%

→ After: 100%

→ Impact: +21%

I know how to evaluate my venture's potential.

Before: 14%

→ After: 92%

→ Impact: +78%

I have the resources I need to move my venture forward.

Before: 29%

→ After: 85%

→ Impact: +56%

I understand business financials.

Before: 36%

→ After: 77%

→ Impact: +41%

I have accountability to help me make progress.

Before: 36%

→ After: 77%

→ Impact: +41%

I know how to get and use customer feedback to improve my venture.

Before: 36%

→ After: 92%

→ Impact: +57%

* "Before" values are based on pre-program survey data

** "After" values are based on post-program survey data

I know how to turn my ideas into reality.

Before: 50%*

→ After: 92%**

→ Impact: +42%

I am confident in presenting or explaining my venture's potential to others.

Before: 50%

→ After: 92%

→ Impact: +42%

I am confident my venture will work.

Before: 86%

→ After: 100%

→ Impact: +14%

I feel connected and supported by the local community in launching my venture.

Before: 43%

→ After: 85%

→ Impact: +42%

I know my next steps.

Before: 43%

→ After: 100%

→ Impact: +57%

* "Before" values are based on pre-program survey data

** "After" values are based on post-program survey data

■ TESTIMONIALS

“Thank you. Thank you. Thank you. This is such an amazing thing provided to the community at an affordable price.”

“Mark Lyman was awesome at this last class, excellent teacher”

“Loved it!!”

“Mark was great and very helpful answering my questions. Thank you to him and all the sponsors of the program for holding this course.”

“I think the representatives producing the class did a nice job being inclusive to the class members. My process has been guided well and I am satisfied with my time spent here.”

“It is a terrific program...I have recommended it to others.”

“It was excellent training and good to help me get my business started.”

“I am so grateful for the knowledge and connections that this class has given me.”

■ DEEP DIVE

→ Want to conduct further analysis? View this year’s [raw survey data](#).

■ THANK YOU

→ Have questions? Contact us at impact@costarters.co.

With the 69th Legislative Assembly in session there is ongoing outreach, travel to Bismarck for meetings and testimony.

- Working Genius Session
- Task Force 21 monthly meeting
- Eagle Awards
- MACEDC Board meeting
- Community and Economic Development monthly meeting
- Start Up Minot Networking Event
- Military Affairs Committee meeting | MAFB Economic Impact Analysis Presentation
- New Air and Space Civic Leader Orientation
- City of Minot and MAGIC Fund recipient meeting
- Meeting with marketing member investor firm
- Business After Hours | Aspire Community Credit Union
- 91 Missile Wing Annual Awards Ceremony
- Infrastructure Committee meeting
- Economic Development Association of North Dakota Legislative weekly call
- Minot Air Force Base Public Affairs monthly meeting
- Legislative Forum
- Luncheon with Senator Hoeven, Vice Chief of Staff for the U.S. Air Force and other distinguished visitors
- Air Force Civic Leader Annual Conference – U.S. Air and Space Force Civic Leader (Washington DC)
- New U.S. Air and Space Force Civic Leader meeting (Washington DC)
- ND Petroleum Council legislative committee meeting
- MAGIC Fund Committee meeting | Souris Basin Planning Council request
- Strategic Deterrent Coalition bi-weekly call
- Economic Development Association of North Dakota legislative weekly call
- North Dakota Chamber Leaders legislative call
- O'Leary Ventures meeting
- Call with Logistics Park of North Dakota potential client investor
- Call with STEM Practice
- Logistics Park of North Dakota client discussion
- 2025 Norsk Høstfest Board meeting
- Meeting with Federal Aviation Administration
- Energy committee and Bakken API meeting
- Souris Basin Planning Council Board meeting
- Economic Development Association of North Dakota Board monthly meeting
- Federal Aviation Administration meeting with City of Minot
- Call with Logistics Park of North Dakota potential client
- Economic Development Association of North Dakota Legislative weekly call
- Logistics Park of North Dakota client discussion
- Regular City Council meeting
- Task Force 21 planning meeting
- Monthly one on one with Minot City Manager
- Logistics Park of North Dakota client discussion
- ND Legislature State of the Base Joint Session
- Call with The Watch crew
- Call with Fargo Moorhead West Fargo Chamber
- Economic Development Association of North Dakota Legislative weekly call

MINOT AREA CHAMBER EDC
PROGRAMMING COMMUNITY OUTREACH MONTHLY ACTIVITY REPORT | February 10 – March 7

COMMITTEE REPORTS

Adopt an Airman – There are 12 host applicants, six of those are actively matched with seven airmen. Efforts have been made to get more airmen involved through the First Term Enlisted Course (FTEC) program.

Agribusiness Committee – March 5, Agribusiness Committee met to discuss the upcoming August 5 Dinner on the Prairie event. The planning is on track and the group is focused on securing sponsors. This farm to table educational dinner is targeted at individuals not connected to the agriculture community. The committee is gathering names and contact information for the guest list for the invite only event. Target audiences include energy industry, military, healthcare, education, and young professionals. The committee is also asking its members about whether a plot of commodities will be needed as the cost has doubled. First International is the presenting sponsor.

Ambassadors Committee – Ambassadors led ribbon cuttings at the following businesses:

- February 14: Engage Chiropractic at 928 37th Avenue SW, Minot
Dr. Wyatt Grindy recently opened the business and offers chiropractic care for all ages.
- February 19: Amazon located at 220 644th Street SE, Minot
The 30,000 square foot building is located in the industrial park. Amazon contracts with delivery drivers who bring the packages to homes and businesses.
- February 25: Eyemart Express, 1511 24th Avenue SW, Minot
Near Dakota Square the new Eyemart Express prides themselves on providing affordable eye care with an emphasis on customer service.
- March 6: Prepped LLC., 111 West Central Avenue, Minot
This business is located downtown next to Whiskey Nine and has meals, protein shakes and other items that can be pre-ordered. The owner, Kayla Long, works out of Velva and expanded to Minot.

The committee also had their monthly meeting where they learned of upcoming events and signed up for Business After Hours March 20 at Bremer Bank. The committee chair has been providing additional support to the meetings with team building ice breakers.

Business Retention & Expansion – Interviews were held with Enerbase and Dakota Outerwear.

Business After Hours – February 13, Business After Hours took place at Aspire Community Federal Credit Union. The group of nearly 100 enjoyed delicious food from Starving Rooster and one lucky winner, Madison Britton, took home a Hotshot pizza oven from Aspire. The \$50 in Chamber EDC Bucks went to Katie Ressler. Everyone had a great time networking while listening to local artists Melissa Spelchen and Lia Bea.

Community Leadership Institute – Community Leadership Institute will begin planning for the fall 8-week course in April.

Eagle Awards – On February 11, nine Eagle Awards were given to the following:

Dr. Brian Tin-Maung, Trinity Health	Dr. Thomas Nordquist, Trinity Health
Dr. Matthew Khouri, Trinity Health	Joshua Garozzo, Schatz Crossroads
Cassie Loard, Aflac	Peter Meindl, Menards
Tyler Burt, Green Brothers Landscaping	Joshua Seaburg, Ideal Auto
Dr. Alex Ness, Ness Family Dentistry	

Energy Committee – February 26, a planning meeting was held with leadership from Minot Area Chamber EDC and Bakken API Chapter to talk about collaboration with Bakken API and our Energy Committee. The February joint meeting with Nathan Anderson, Director of the Department of Mineral Resources, went so well along with other past collaborations that we are hoping to work together on quarterly meetings.

Governmental Affairs Committee – February 15, local legislators took part in our third Saturday Legislative Forum. Eight area legislators were able to attend. The room inside the ND State Fair Center filled up again this week with around 100 attendees. Nearly 30 bills were covered (from 45 different questions) during the event. The next forum will be March 22.

Infrastructure Committee – February 11, the Infrastructure Committee heard from John Gruenberg from Burdick Job Corps Center (BJCC). John talked about preparing the young people from BJCC for the workforce and providing them with

internships at local businesses. Two of their welding students are now working on a ship for the Navy while two of their culinary students are up for jobs with Disney. Reports were given by the ND Department of Transportation, Ward County, City of Minot, Minot Parks, and the ND State Fair.

Military Affairs Committee – February 13, the Military Affairs Committee heard from Minot Air Force Base (MAFB) on the economic impact of the base for FY24 (fiscal year 2024). The total is \$651,609,473 which is up \$30 million from 2023. The 5th Bomb Wing Comptroller's office provided statistics on the number of personnel on MAFB with 12,825, yearly payroll of \$452 million, and construction of \$80.6 million. 85 people attended the meeting on the campus of Minot State University. March 6, the group learned about the military construction projects for this year. At both meeting military updates were provided by MAFB 5th Bomb Wing, MAFB 91st Missile Wing, ND Air National Guard, and ND Army National Guard. The next meeting will be April 3 at the Minot Area Workforce Academy and the program is the MAFB Open House.

National Civics Bee – Work continues to receive permission from the parent/guardian of the 20 contestants in the local competition for the National Civics Bee April 11. Once that is solidified, the participants will have time to study and prepare for the event. Because Minot is the only local competition in North Dakota, the top ten from our bee will go on to the State Bee July 11 in Bismarck, ND. With this new event there is a presenting sponsor slot available.

Prairie Warrior Auction – April 24, the 38th Prairie Warrior Auction will be held at the ND State Fair Center, Magic Place. MACEDC is now accepting donations. Tables are available with proceeds going to Home for the Holidays. Verendrye Electric Cooperative is the presenting sponsor.

Right Start Committee – February 26, the MACEDC Right Start team presented what there is to see and do in Minot and North Dakota to newcomers at MAFB. There were 140 airmen in attendance. The Right Start presentation at MAFB is a mandatory briefing for Airmen and anyone with Department of Defense affiliation and is considered the newcomers welcome to a new installation and community. MACEDC leads the community portion each month.

Showcase of Business – The 2025 event has been set for November 13 at the ND State Fair Center Magic Place with the theme Winter Wonderland. SRT is the presenting sponsor.

Start Up Minot Academy powered by CO.STARTERS - Seven students are actively taking the current SUM Academy, attending on Wednesday mornings at the Carnegie Center. We are through week four of the 10-week program. It is set to finish on April 16.

Start Up Minot – The February 13th SUM networking event featured the husband/wife team of Meagan and Shane Kunnanz, owners of Hot Switch Heating Systems and Fiberglass Specialties. Nearly 30 people attended the event! (The Magic City Networking group joined us in February. They plan on doing so approximately once a quarter.) The March 13th networking event will feature a non-profit startup, Mike Zimer with the Men's Winter Refuge. First Western is the presenting sponsor.

Task Force 21 – U.S. Senators Hoeven and Cramer hosted Air Force Vice Chief of Staff and Staff for Strategic Deterrence and Nuclear Integration for a 91st Missile Wing tour and followed this with time with Task Force 21 (TF21) to discuss Sentinel focused on acquisition decision and milestone B timelines and concurrently execution of Sentinel. Ms. Kramer received a Department of the Air Force nomination letter inviting her to serve as a member of the U.S. Air and Space Forces Civic Leader Program; she accepted the nomination and will begin work in that role right away. TF21 has stood up a Sentinel Working Group and multiple meetings have been held. The first State of the Base joint session was held with the ND Legislature. Col. Timothy A. Monroe Commander 319th Reconnaissance Wing, Grand Forks and Col. Jesse W. Lamarand, Commander 5th Bomb Wing and Col. Jimmy L. Schlabach, Commander 91st Missile Wing provided briefings. Planning continues for a legislative Sentinel briefing and work is underway for the 2025 nuclear triad symposium in Washington, D.C. The communities of Fargo, Minot and Grand Forks have been working diligently on the Base Enhancement Grant. The ND Military Commission is working key military legislative priorities.

Women Connect – March 3, Women Connect met to talk about a spring event. They want to have a panel to discuss overcoming imposter syndrome. The panel would be made up of women in male dominated fields. They are planning on May 13 at Minot State University Aleshire Theater.

UPCOMING MEETINGS AND EVENTS

Minot Area Chamber EDC Programming

March 13	Start Up Minot Networking Event, 7:30 am, Carnegie Center
March 14	Infrastructure Committee, 7:30 am, Homesteaders Restaurant
March 20	Business After Hours, 5:00 pm, Bremer Bank
March 22	Legislative Forum, 9:00 am, North Dakota State Fair Center
April 3	Military Affairs Committee, 12 pm, Minot Area Workforce Academy
April 5	Legislative Forum, 9:00 am, North Dakota State Fair Center

Minot Area Chamber EDC Signature Events

March 24	MACEDC Annual Meeting, 4:30 pm, The Regency Event Center
April 24	Prairie Warrior Auction, 5:30 pm, North Dakota State Fair Center
August 5	Dinner on the Prairie, invitation only – contact MACEDC for more information

Minot Area Chamber EDC Strategic Engagements | Stakeholder and Partner Events

March 19	U.S. Air Force Academy Stellar Brass, 7:30 pm, Ann Nicole Nelson Hall Minot State University
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DEMONSTRATING A NEW PROCESS TO DEVELOP A CITY BUDGET: AN INCLUSIVE AND EFFICIENT APPROACH

Fostering community
involvement in budget
planning





Agenda of the Presentation

- Introduction to City Budgeting
- Key Principles of the New Budgeting Process
- Step-by-Step Guide to the New Budgeting Process
- Implementation and Monitoring



INTRODUCTION TO CITY BUDGETING



Purpose and Importance of a City Budget

Financial Planning

A city budget is essential for effective financial planning, allowing for the allocation of resources to meet the city's needs.

Setting Service Priorities

The budget helps in prioritizing services and projects, ensuring that community needs are met efficiently.

Accountability to Taxpayers

A transparent budgeting process ensures accountability to taxpayers and builds trust within the community.



Challenges in Traditional Budgeting Methods

Lack of Transparency

Traditional budgeting methods often suffer from a lack of transparency, making it difficult for stakeholders to understand the budgeting process.

Limited Stakeholder Engagement

These methods typically involve limited engagement from stakeholders, which can lead to a disconnect between budget allocations and actual needs.

Reliance on Historical Data

Traditional budgeting relies heavily on historical data, often ignoring current needs and trends, resulting in inefficiencies.



Need for a New Budgeting Process

Inclusive Budgeting

An inclusive budgeting process engages various community stakeholders to ensure all voices are heard and considered.

Efficiency in Budgeting

Efficiency in budgeting helps streamline processes, reducing waste and improving resource allocation for city governance.

Responsive to Needs

A responsive budgeting process adapts to the changing socio-economic landscape, ensuring community needs are met effectively.





KEY PRINCIPLES OF THE NEW BUDGETING PROCESS



Transparency and Accountability

Accessible Budget Information

Making budgeting information accessible to the public empowers citizens to understand government spending.

Fostering Accountability

Transparency in budgeting fosters accountability among government officials, ensuring they are answerable for their financial decisions.

Building Trust with Residents

Clear communication about fund allocation builds trust between the city government and its residents, enhancing community engagement.



Stakeholder Engagement and Participation

Importance of Stakeholder Input

Involving stakeholders in the budgeting process is essential for gathering diverse perspectives and needs from the community.

Enhancing Budget Effectiveness

Stakeholder engagement improves budget effectiveness by aligning financial resources with community priorities and needs.

Building Community Trust

Engaging residents and local organizations fosters trust and transparency in the budgeting process and local governance.



Data-Driven Decision Making



Informed Decision-Making

Data utilization in budgeting enhances informed decision-making by providing valuable insights and trends.

Identifying Trends

Analyzing data helps identify trends that can guide resource allocation and budgeting priorities effectively.

Efficient Resource Allocation

Data-driven approaches enable efficient allocation of resources, ensuring that community needs are met.

Measuring Impact

Data allows for measuring the impact of budget decisions, helping assess their effectiveness in the community.

STEP-BY-STEP GUIDE TO THE NEW BUDGETING PROCESS

Construction of initial Budget Projection

Assumptions for salaries, benefits, insurance and utilities

Finance will populate these items with the following assumptions:

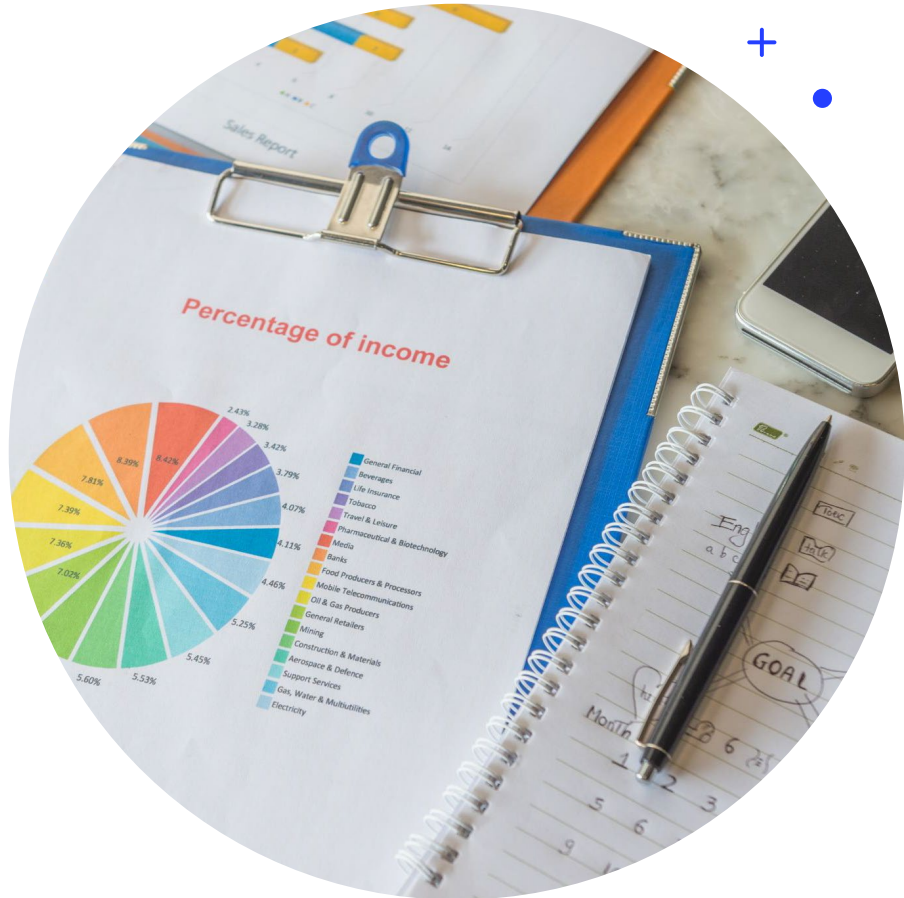
	2026	2027	2028
Salaries	5% increase	4% increase	4% increase
Health Benefit	8% increase	7% increase	7% increase
Short-Term Disability Benefit	15% increase	7% increase	7% increase
All other payroll benefits	5% increase	4% increase	4% increase
Utilities (natural gas, electricity, phone)	3% increase	3% increase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

Flat budget projection

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

Detail provided for each object code

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



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

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

Construction of initial Budget Projection

Additional budget projections

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

-3% budget projection

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

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

-3% budget projection

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

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



Construction of initial Budget Projection

Additional budget projections

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

+3% budget projection

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

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

+3% budget projection

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

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



Gathering and Analyzing Financial Data

Upload of budget projections

Finance will upload the spreadsheets into the Munis system.

Informed Decision-Making

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

Prioritizing Community Needs

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



Drafting and Revising the Budget Plan



Presentation of the Draft Budget

The Preliminary Budget will be presented to the Council.

Incorporating Stakeholder Feedback

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

Revisions of the Preliminary Budget

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

IMPLEMENTATION AND MONITORING

Approval and Adoption of the Budget

Formal Approval Process

The budget approval process is formal and requires a structured presentation to the city council.

Securing Votes

Securing the necessary votes from council members is essential for the budget's legitimacy.

Legitimizing the Budget

Formal approval legitimizes the budget, allowing funds to be allocated for various projects and services.



Allocating Resources and Executing the Budget

Budget Approval Process

After the budget is approved, it becomes essential to execute it as planned, ensuring that all departments follow the guidelines.

Resource Allocation

Allocating resources effectively across various departments is crucial for achieving financial goals and operational efficiency.

Adhering to Budget Constraints

It is vital for departments to adhere to budgetary constraints to manage expenses and ensure overall financial health.



Continuous Monitoring and Evaluation



Importance of Monitoring

Ongoing monitoring is essential for tracking the budget's performance and ensuring it aligns with organizational goals.

Identifying Deviations

Regular evaluation allows for the identification of deviations from the budget plan, enabling corrective actions to be taken.

Timely Adjustments

Timely adjustments based on monitoring results ensure accountability and optimal performance of the budget.

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Conclusion

Inclusive Budgeting

An inclusive budgeting process ensures that all community voices are heard, leading to better financial decisions.

Transparency and Accountability

Enhancing transparency in budgeting builds trust between city officials and the community, fostering accountability.

Meeting Community Needs

Addressing the specific needs of the community ensures that resources are allocated effectively and efficiently.

Trust in Financial Management

A new budgeting process can lead to improved trust in city financial management and governance.



TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: April 21, 2025

SUBJECT: PUBLIC HEARING: FY2025 CDBG ENTITLEMENT PROCESS

I. RECOMMENDED ACTION

It is recommended City Council authorize staff to proceed with public meetings and the completion of the FY2025 Action Plan.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553

III. DESCRIPTION

A. Background

The City of Minot has been designated as an Entitlement Community and receives an annual allocation from US Housing and Urban Development (HUD) to help fund projects/activities for individuals who are of low to moderate income (LMI) status. Allocations for FY 2025 have not been awarded yet. Allocation amounts are expected to be announced around April 25, 2025.

B. Proposed Project

Even though allocation awards have not been announced, work continues to meet the HUD guidelines in 24 CFR 540.431 (b)(3). The City has submitted a 5-year Consolidated Plan. However, the Annual Action Plan still needs to be created. Part of the process requires the City to host at least 2 community meetings to gather community feedback. These meetings have been scheduled along with an additional meeting with various organizations who provide services to LMI residents. This information will be gathered and put into the Annual Action Plan. Public hearings allow residents to voice their support or concerns regarding the program. A 30-day comment period will follow the completion of the Annual Action Plan, allowing residents to weigh in on the identified projects and any activities associated with them. The City of Minot has until June 24, 2025, to submit the Annual Action Plan.

C. Recommendation Detail

Public Hearings allow residents of the community to voice their support or concerns for the FY2025 Annual Action Plan. It is recommended that City staff

receive authorization from the Council to proceed with the public meetings and the development of the FY2025 Annual Action Plan.

IV. IMPACT

A. Aspirations

Resilient and Prepared - This Action Plan will allow LMI residents to receive services to assist in their daily lives.

Excellent and Connected - Public Hearings and meetings allow residents to voice their opinions on what type of services the community needs.

B. Service/Delivery Impact:

State how this project will impact (improve, augment, advance) the City, your Department, our services, quality, delivery, customer experience, etc.

C. Fiscal Impact

Besides staff time, there are no costs for hosting public meetings or the preparation of the Action Plan.

Project Costs

FY 2025 allocations have not been announced at this time. The expected date for the allocation announcement is April 25, 2025.

VI. ALTERNATIVES

The Council may not authorize the continuation of the Annual Action Plan. By doing so, the City of Minot will not be in compliance with Federal Regulations. The monies would be returned to the Federal Government and disbursed to other Entitlement Communities.

On April 1, 2025, a Special City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). President Mark Jantzer called the meeting to order at 04:27 PM.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

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

ACTION ITEMS

PRESENTATIONS AND DISCUSSION ON FINDINGS/RECOMMENDATIONS OF THE TOM ROSS INTERNAL INVESTIGATION FINAL REPORT

President Mark Jantzer publicly stated Mayor Ross has formally resigned from his position as Mayor. Assistant City Manager, Tom Joyce, presented the findings of the Tom Ross investigation report.

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

POTENTIAL NEXT STEPS

The motion to approve the resolution authorizing the President of the City Council as a signatory on the banking accounts was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The motion to signal to the public that the City Council will wait the 15 days and intend to appoint a Mayor from within City Council was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ADJOURNMENT

The motion to adjourn the meeting at 4:51 pm was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

On April 7, 2025, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Acting Mayor Jantzer called the meeting to order at 5:30 PM.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

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

MAYOR'S REPORT

Acting Mayor updated the citizens, council members, and city employees on the transition into the Mayor position.

PROCLAMATIONS

Acting Mayor Jantzer presented proclamations to the Bishop Ryan Basketball Team, for Leif Synder, and for the month of the military child.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

PUBLIC HEARING

PUBLIC HEARING: SPECIAL USE PERMIT FOR ADDITIONAL ANIMALS REQUESTED

The motion to close the public hearing and approve the Special Use Permit to allow one additional animal at 3100 11th Ave SE Lot A 47 was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CONSENT ITEMS

The motion to approve consent items 6.1-6.08, 6.10-6.15, 6.17-6.19, and 6.22-6.34 was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES - Approve the minutes of the March 17, 2025, Special City Council Meeting - Executive Session and the March 17, 2025, Regular City Council meeting.

ORDINANCES – Approve the following ordinances on second reading:

1. Ordinance No 6068 - 2025 - 07 - Annexation - Simplot
2. Ordinance No 6069 - Zoning Map Amendment - Lot b of Otlit 23
3. Ordinance No 6070 - Zoning Map Amendment - Dawn to Dusk Addition
4. Ordinance No 6071 - Zoning Map Amendment - St. Croix Addition
5. Ordinance No 6072 - 2025 BA - PD Donation

ADMINISTRATIVE APPROVALS – Ratify the following administratively approved requests:

1. Magic City Figure Skating Club to conduct a raffle on April 11, 2025 at The Armory (420 3rd Ave SW).
2. Minot Lions Club to conduct a raffle on June 10, 2025 at Oak Park Shelter #10 (1300 4th Ave NW).
3. Benefit for Howard Lemere to conduct a raffle on March 29, 2025 at The Drop Zone (101 S Main St).

4. Gymagic Gymnastics to conduct a raffle on April 5, 2025 at Gymagic Gymnastics (5645 18th Ave SE).
5. Kiddie Korral 2.0 Childcare Center to conduct a raffle on June 10, 2025 at Kiddie Korral 2.0 Childcare Center (3524 Burdick Exwy E).
6. Christ Lutheran Church Women to conduct a raffle on June 17, 2025 at Christ Lutheran Church (502 17th St NW).
7. Minot Downtown Beautification Association to conduct a bingo from May 5-30, 2025 at Trinity Gift Shop (2305 37th Ave SW).
8. F5 Project to conduct a raffle on April 5, 2025 at the Clarion Hotel (2200 E Burdick Exwy).
9. Special Event Permit for Saul's (105 1st St SE).
10. Special Event Permit for Nola's Lounge (919 Burdick Exwy W).
11. Special Event Permit for Sports on Tap (220 S Broadway).

BILLS, TRANSFERS, & PAYROLL – Approve the payroll for the period of February 23, 2025, through March 22, 2025, in the amount of \$2,711,078.21 and the bills and transfers for March in the amount of \$6,182,688.50.

WEX HEALTH, INC	\$6,342.11	1E+08	HIGH POINT NETWORKS, LLC	\$186,294.23	304400
ABSOLUTE COMFORT, INC.	\$95.00	304162	HOUSTON ENGINEERING, INC.	\$2,021.75	304401
ABU TRAILERS INC	\$19.20	304163	HP, INC.	\$8,620.00	304402
ACKERMAN SURVEYING	\$4,487.80	304164	INFORMATION TECHNOLOGY DEPARTMENT	\$3,263.30	304403
ADP SCREENING & SELECTION SERVICES	\$220.00	304165	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$647.02	304404
AMAZON	\$17.00	304166	JAYDE HAUGROSE	\$569.91	304405
APH/AUTO VALUE	\$414.26	304167	JET LINE SALES & SERVICE, LLC	\$3,300.41	304406
AUTO ZONE 6843	\$924.34	304168	JOHN CIMINO	\$147.00	304407
BAKER & TAYLOR BOOKS	\$992.38	304169	LANCE LENTON	\$5,500.00	304349
BALCO UNIFORM COMPANY, INC.	\$1,876.62	304170	LAVERNE MIKKELSON	\$5,000.00	304416
BANK OF NORTH DAKOTA	\$134,926.60	1E+08	MAD DOG BROKERAGE INC	\$12,953.70	304408
BERT'S TRUCK EQUIPMENT INC	\$392.90	304171	LINDE GAS & EQUIPMENT INC	\$166.29	304409
BORDER STATES INDUSTRIES, INC.	\$1,703.42	304172	LUCI AHMED & SULTAN AHMED & CASEY MEYERS	\$512.70	304410
BUTLER MACHINERY CO.	\$1,367.84	304173	MAD DOG BROKERAGE INC	\$3,623.13	304412
CDM SMITH	\$109,777.85	304174	MAIN ELECTRIC CONSTRUCTION	\$13,092.13	304413
CENTRAL NETWORK RETAIL GROUP LLC	\$1.20	304247	MATTSON CONSTRUCTION	\$94,963.23	304414
CENTRAL NETWORK RETAIL GROUP LLC	\$18.99	304248	MELISSA DEETS	\$95.00	304484
CITY OF MINOT	\$50.00	304258	MIDSTATES WIRELESS, INC.	\$2,336.00	304415
CLEAN TECH	\$4,425.00	304175	MILLER LAW OFFICE, P.C.	\$165.00	304417
CPS, LTD	\$8,493.75	304176	MINOT AREA CHAMBER EDC	\$46,637.50	304411
DACOTAH PAPER CO.	\$349.06	304177	MINOT AREA COUNCIL OF THE ARTS, INC	\$3,333.33	304418
DAKOTA FIRE EXTINGUISHER	\$147.98	304178	MINOT AUTO	\$1,412.22	304419
DAKOTA SUPPLY GROUP	\$31.89	304179	MINOT COMMISSION ON AGING	\$12,875.00	304420
DAKOTA TRUCK & FARM	\$407.04	304180	MINOT EMPLOYEE DONATIONS	\$835.22	304421
DIG IT UP BACKHOE SERVICE	\$3,025.00	304181	MINOT PARK DISTRICT	\$67,221.08	304422
EAPC	\$7,257.83	304182	MINOT PLUMBING & HEATING CO, INC.	\$95.00	304423
ECOLAB PEST ELIMINATION DIVISION	\$578.60	304183	MINOT RURAL FIRE DEPT	\$555.00	304424
ELM USA, INC.	\$940.00	304184	MOWBRAY & SONS	\$851.00	304426
Austin Bernston	\$326.40	304185	NAPA AUTO PARTS	\$3,767.65	304427
Brian Billingsley	\$340.40	304186	ND CHIEFS OF POLICE ASSOCIATION	\$400.00	304428
Brian Randash	\$461.39	304187	ND DEPT OF ENVIRONMENTAL QUALITY	\$20.39	304429
Chelsy Nelson	\$74.80	304188	ND DEPT OF TRANSPORTATION	\$3,507.00	304430
Cody Lockyer	\$68.00	304189	ND WATER COALITION	\$1,000.00	304431
Damon Druse	\$74.80	304190	ND WATER USERS ASSN.	\$1,200.00	304432
David Lakefield	\$355.60	304191	NDPOA	\$100.00	304433
Harold Stewart	\$147.00	304192	NEW VISION SECURITY, LLC	\$390.00	304434
Jacob Filkins	\$17.00	304193	NOREGON SYSTEMS, INC	\$1,500.00	304435
Jason Angelo	\$408.47	304194	NORTH COUNTRY SPORTSWEAR	\$97.92	304436
Jeffrey Behrens	\$154.80	304195	NORTH PRAIRIE RURAL WATER DISTRICT	\$339.36	304437
Jeremy Croxall	\$326.40	304196	NORTHWEST TIRE AND RETREAD	\$2,280.64	304438
Jesse Hoffart	\$68.00	304197	OLSON'S TOWING	\$2,180.75	304439
Kelly Brandt	\$351.20	304198	ONE CALL CONCEPTS, INC.	\$82.85	304440
Kyle Schill	\$326.40	304199	PAM'S UPHOLSTERY	\$300.00	304441
Michael Ross	\$326.40	304200	PDL CONNECT CONSULTING, LLC	\$5,750.00	304442
Peggy Pfeiffer	\$102.00	304201	PENCCO, INC.	\$16,642.00	304443
Rondel Roteliuk	\$38.19	304202	PREFERRED CONTROLS CORP	\$14,082.00	304445
Rondel Roteliuk	\$43.55	304203	PRO INDUSTRIAL LLC	\$5,499.31	304446
Shawn Reis	\$46.73	304204	PROCOLLECT	\$1,824.32	304447
Tatum Stebleton	\$102.00	304205	PROTECH INTEGRATIONS, LLC	\$100.00	304448
ENERBASE	\$18,553.93	304206	PROVIDENT LIFE & ACC INS CO	\$800.66	304449
FACTORY MOTOR PARTS	\$2,688.75	304207	RAE-DEAN & BREONNA WOLFE	\$943.09	304450
FASTENAL COMPANY	\$18.32	304208	RAYNE MARIE OLSON	\$784.50	304451
FEDEX	\$28.80	304209	RDO EQUIPMENT	\$6,115.76	304452
FEIST PLUMBING, LLC	\$50.00	304210	REDVECTOR.COM, LLC	\$2,499.21	304453
FIRST INTERNATIONAL BANK & TRUST	\$737.00	304211	GRAY, VIOLET	\$260.00	304454
FLASHPARKING, INC	\$1,650.00	304212	ROLLKALL TECHNOLOGIES LLC	\$16.00	304455
G & P COMMERCIAL SALES	\$3,788.78	304213	RUSSELL CANTRELL	\$518.82	304456
GALE	\$150.00	304214	SAFE SOFTWARE, INC.	\$450.00	304457
GEFROH ELECTRIC	\$7,647.50	304215	SANITATION PRODUCTS	\$6,015.53	304458
Ward County Clerk of Court	\$750.00	1037	SIGN SOLUTIONS USA	\$28,328.69	304459
Ward County Clerk Of Court	\$750.00	1038	SIGNS TODAY	\$1,224.70	304460

Brian Joseph Gartner	\$20.00	304216	SMART PLANET SOFTWARE, LLC	\$539.73	304461
Clayton Wesley Orr	\$500.00	304217	SOURIS RIVER JOINT WATER RESOURCE	\$728,962.02	304462
Jameson P Lesmann	\$25.00	304218	SRF CONSULTING GROUP	\$31,188.47	304463
Katelynn Bowen	\$25.00	304219	STEEN CONSTRUCTION & ASSOCIATES	\$1,250.00	304464
Marcos Pizza	\$25.91	304220	STRYKER SALES, LLC	\$661.50	304465
Maria Ann Zeitz	\$25.00	304221	SWANSON FLO CO	\$11,829.39	304466
Moose Lodge No. 822	\$13,211.77	304222	SWANSTON EQUIPMENT COMPANIES	\$352.55	304467
Patrick Schroeder	\$25.00	304223	TARA KENNER	\$848.25	304468
Peter Baars	\$25.00	304224	TED BOLTON	\$575.00	304336
Peter Baars	\$25.00	304225	THE PENWORTHY COMPANY, LLC	\$462.58	304444
Rodney Brian Neuhalfen	\$85.00	304226	THOMSON REUTERS-WEST PAYMENT CENTER	\$398.61	304469
Sandra Hill	\$670.00	304227	THORSRUD SUPPLY CO., INC.	\$141.00	304470
Sandra Hill	\$575.00	304228	TIM & GAYLENE RYAN	\$309.27	304471
Scheels	\$210.00	304229	TIMMONS GROUP	\$880.00	304472
Target	\$10.00	304230	TITAN MACHINERY	\$39.99	304473
GENERAL TRADING	\$172.78	304231	TRAFFIC CONTROL CORPORATION	\$9,714.00	304474
GERDAU RECYCLING	\$53.43	304232	TRINITY HEALTH	\$6,034.63	304475
GRAINGER	\$129.15	304233	TRINITY HEALTH	\$1,141.50	304476
GREAT LAKES CHAPTER AAAE	\$35.00	304235	TRINITY MEDICAL GROUP	\$692.00	304477
GREAT PLAINS TECHNICAL SERVICES	\$580.40	304236	TYLER TECHNOLOGIES, INC.	\$709.00	304478
GS SYSTEMS, INC AND AFFILIATES	\$12,136.00	304237	U.S. POST OFFICE	\$5,000.00	304479
H.A. THOMPSON & SONS, INC.	\$3,067.86	304238	UNITED MAILING SERVICE	\$5,250.65	304480
IACP	\$1,646.00	304239	UNITED QUALITY COOPERATIVE	\$25,853.83	304481
INFAX, INC.	\$10,515.00	304240	VESSCO, INC.	\$2,811.32	304482
INFORMATION TECHNOLOGY DEPARTMENT	\$3,470.20	304241	VESTIS GROUP, INC.	\$133.75	304483
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$640.18	304242	VISIT MINOT	\$32,151.79	304485
INTOXIMETERS, INC.	\$250.00	304243	W.S.DARLEY & CO	\$2,060.36	304486
JIMS WELDING, INC.	\$93.75	304244	WALLWORK TRUCK CENTER MINOT	\$2,293.95	304487
LOCATORS & SUPPLIES	\$155.24	304245	WARD COUNTY RECORDER	\$20.00	304488
LOWES PRINTING, INC.	\$362.00	304246	WESTLIE FORD	\$101.68	304489
MAD DOG BROKERAGE INC	\$10,640.42	304250	WESTLIE TRUCK CENTER	\$181,958.67	304490
MAIN ELECTRIC CONSTRUCTION	\$22,395.40	304251	WORTHY COMMUNICATION LLC	\$1,500.00	304491
MENARDS	\$89.90	304252	VERENDRYE ELECTRIC	\$66,050.24	1E+08
MICROMARKETING LLC	\$628.40	304253	Damon Vaughn Vega	\$225.00	1049
MINOT AREA CHAMBER EDC	\$46,637.50	304249	Daryl Ryan Lowell Kaul	\$40.00	1050
MINOT AREA COUNCIL OF THE ARTS, INC	\$3,333.33	304254	WEX HEALTH, INC	\$323.40	1E+08
MINOT AUTO	\$933.60	304255	Amy Jo Williams	\$225.00	1051
MINOT EMPLOYEE DONATIONS	\$816.32	304256	Dirk Harris Miller	\$725.00	1052
MINOT PLUMBING & HEATING CO, INC.	\$22,426.00	304257	George Bursau	\$300.00	1053
MOORE ENGINEERING, INC	\$6,336.58	304259	Kevin Gordon Overland	\$975.00	1054
MTI DISTRIBUTING CO.	\$1,081.13	304260	Mary Ellen Roloff	\$725.00	1055
NAPA AUTO PARTS	\$2,388.45	304261	Ward County Clerk of Court	\$750.00	1056
NATIONAL SAFETY APPAREL	\$890.43	304262	Ward County Clerk Of Court	\$750.00	1057
ND DEPT OF WATER RESOURCES	\$77,814.00	304263	3D SPECIALTIES, INC	\$1,985.00	304492
ND FRATERNAL ORDER OF POLICE	\$1,255.50	304264	AAAE	\$330.00	304493
ND LEAGUE OF CITIES	\$60.00	304265	AIR BURNERS, INC.	\$0.00	159
NDLTAP-UGPTI/ND SU	\$50.00	304266	AIR BURNERS, INC.	\$234,408.25	160
NEW VISION SECURITY, LLC	\$420.00	304267	ALL AMERICAN TROPHIES	\$9.00	304494
NORTHWEST TIRE AND RETREAD	\$2,389.19	304268	AMAZON	\$331.66	304495
O'REILLY AUTO PARTS	\$141.24	304269	AMERICAN TRUCK & TRAILER, LLC	\$197.86	304496
OLSON'S TOWING	\$121.00	304270	AMERICAN WELDING & GAS, INC.	\$3,602.57	304497
OSHKOSH AEROTECH, LLC	\$3,528.11	304271	APEX ENGINEERING GROUP	\$6,260.00	304498
PHIL SCHULTZ	\$400.00	304287	APH/AUTO VALUE	\$498.31	304499
PREFERRED CONTROLS CORP	\$1,280.00	304272	APPLE BOOKS, LLC	\$82.34	304500
PRINGLE & HERIGSTAD, P.C.	\$1,230.00	304273	AQUA-PURE, INC.	\$21,954.16	304501
PRIORITY DISPATCH	\$10,650.00	304274	AUTO ZONE 6843	\$157.49	304502
PROCOLLECT	\$589.63	304275	BAKER & TAYLOR BOOKS	\$1,259.18	304503
PROVIDENT LIFE & ACC INS CO	\$363.08	304276	BALCO UNIFORM COMPANY, INC.	\$428.42	304504
PROVIDENT LIFE & ACC INS CO	\$363.08	1E+08	BERT'S TRUCK EQUIPMENT INC	\$126.11	304505
BLACKMON, SHERRICA	\$70.30	304277	BORDER STATES INDUSTRIES, INC.	\$2,890.62	304506
GOBLE, WILLOW	\$5.54	304278	BUTLER MACHINERY CO.	\$4,566.46	304507
LACOSTE, CALVIN	\$15.87	304279	C & R RADIATOR	\$806.15	304508
SHORT, ROBERT	\$16.26	304280	CAL INTERPRETING & TRANSLATIONS, INC.	\$3,900.00	304509
VAN WINKLE, MAKAYLA	\$9.27	304281	CDM SMITH	\$110,256.60	304510
VERLINDE, ALEXIS	\$7.18	304282	CENTRAL NETWORK RETAIL GROUP LLC	\$1.90	304575
RHI SUPPLY	\$403.09	304283	CENTRAL NETWORK RETAIL GROUP LLC	\$9.25	304576
ROTARY CLUB OF MINOT	\$222.00	304284	CENTRAL NETWORK RETAIL GROUP LLC	\$39.99	304577
SANITATION PRODUCTS	\$3,874.33	304285	CIVICPLUS	\$12,383.61	304511
SCHOCKS SAFE AND LOCK SERVICE	\$120.00	304286	CURT'S STARTER & ALT. SERVICE	\$314.69	304512
SHARE CORPORATION	\$3,831.02	304288	DACOTA PAPER CO.	\$249.06	304513
SHORT ELLIOTT HENDRICKSON, INC	\$70,250.72	304289	DAKOTA FLUID POWER, INC.	\$871.24	304514
SHOWCASES	\$117.07	304290	DECOMM VENTURES, LP	\$2,400.00	304515
SMART PLANET SOFTWARE, LLC	\$1,079.46	304291	DIAMOND TRUCK EQUIPMENT	\$164.93	304516
SMITTY'S ALL SEASON	\$7,980.00	304292	DIG IT UP BACKHOE SERVICE	\$6,500.00	304517
SWANSTON EQUIPMENT COMPANIES	\$146.17	304293	EAPC	\$12,710.05	304518
TEAM ELECTRONICS, INC.	\$57.00	304294	ECOLAB PEST ELIMINATION DIVISION	\$231.49	304519
TEAM LABORATORY CHEMICAL, LLC	\$4,000.00	304295	ELDORADO NATIONAL - CALIFORNIA	\$140.29	304520
TIMMONS GROUP	\$1,600.00	304296	EMERGENCY AUTOMOTIVE TECHNOLOGIES	\$448.15	304521
TIMOTHY P BROOKS	\$4,845.00	304234	Ashleigh Lonis	\$20.40	304522
TOLLEFSON'S	\$712.00	304297	Brandon Davis	\$305.20	304523
TR WAIND INSURANCE	\$50.00	304298	Braydon Yost	\$20.40	304524

UNIFORM CENTER	\$2,244.99	304299	Chloe Meicher	\$20.40	304525
UNITED MAILING SERVICE	\$261.95	304300	Dave Rodman	\$74.80	304526
UNITED QUALITY COOPERATIVE	\$25,621.47	304301	Elizabeth Sorensen	\$20.40	304527
VISIT MINOT	\$2,163.07	304302	Emil Bradford	\$15.00	304528
WALLWORK TRUCK CENTER MINOT	\$337.04	304303	Gage Degroot	\$688.00	304529
WEB COMMERCE PARTNERS, INC.	\$420.88	304304	Harold Stewart	\$157.50	304530
WESTLIE TRUCK CENTER	\$1,792.62	304305	Jacob Filkins	\$729.00	304531
XCEL	\$3,051.46	1E+08	Jeff Behrens	\$74.80	304532
EMPOWER TRUST COMPANY, LLC	\$6,936.59	1E+08	Michael Bieger	\$74.80	304533
EMPOWER TRUST COMPANY, LLC	\$12,589.83	1E+08	Nathan Derr	\$74.80	304534
Andrea Marie Butler	\$725.00	1039	Seth LaBodda	\$430.00	304535
Renaldo Jeneil Dupree	\$725.00	1040	Stephen Joersz	\$142.80	304536
POSTMASTER	\$1,740.00	1E+08	Tom Ross	\$152.60	304537
AFLAC	\$16,039.67	1E+08	Tony Stewart	\$688.00	304538
Alexa Justine Hoffman	\$125.00	1041	ENERBASE	\$12,459.29	304539
Brandan Leroy Podruchny	\$475.00	1042	ENVIRONMENTAL PRODUCTS & ACCESS	\$379.62	304540
Nolan Dean Oaughlin	\$725.00	1043	ETSYSTEMS	\$977.50	304541
Raymond Douglas Flynn	\$475.00	1044	FACTORY MOTOR PARTS	\$660.38	304542
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$218.00	1E+08	FIRE EQUIPMENT CO.	\$108.00	304544
UNUM LIFE INSURANCE	\$4,796.38	1E+08	FIRST INTERNATIONAL BANK & TRUST	\$737.00	304545
Nathan Derr	\$178.97	304306	FLEET PRIDE	\$219.98	304546
Connor Garrett Koerbitz	\$25.00	304307	FLEETMIND SOLUTIONS, INC.	\$2,370.19	304547
Dan Lawson	\$75.00	304308	G & P COMMERCIAL SALES	\$67.76	304548
Italo Brandon Camacho	\$25.00	304309	GALLS, LLC	\$168.61	304549
Marketplace Liquor	\$20.00	304310	BreakTime	\$5.29	304550
ND Child Support	\$75.00	304311	California State Disbursement Unit	\$250.00	304551
Rodney Brian Neuhalfen	\$100.00	304312	Chloe Bakkum	\$10.00	304552
U.S. Postal Service	\$50.00	304313	Interlibrary Loan	\$16.99	304553
MGT IMPACT SOLUTIONS	\$16,400.00	304314	Jameson P Lesmann	\$25.00	304554
MILLER LAW OFFICE, P.C.	\$315.00	304315	Juan & Francisco Medina	\$1,350.00	304555
PRINGLE & HERIGSTAD, P.C.	\$240.00	304316	Marla Ann Zietz	\$25.00	304556
SOURIS VALLEY HUMANE SOCIETY, INC.	\$13,440.00	304317	Meaghan Marie Struckness	\$30.00	304557
WESTLIE FORD	\$44,111.92	304318	Melinda Salazar	\$1,150.00	304558
MINOT PARK DISTRICT	\$1,035.54	1E+08	Ron Cal Homes	\$9,570.00	304559
UNUM LIFE INSURANCE	\$914.15	1E+08	Spark by Hilton	\$58.16	304560
1 CALL SEPTIC SERVICES, INC	\$9,868.56	304319	ST & SH INC	\$30.00	304561
ADVANCED BUSINESS METHODS	\$2,733.91	304320	GENERAL TRADING	\$323.23	304562
AGNES BLUE	\$1,554.50	304321	GERDAU RECYCLING	\$62.40	304563
AIDEN WELLS & MICHELLE FJELDAHL	\$849.83	304322	GRAYMONT WESTERN US INC.	\$81,359.50	304564
AMANDA SOMERVILLE & BRENDEN MCCLOUD	\$2,384.55	304323	GUARDIAN FLEET SAFETY	\$35,577.73	304565
AMAZON	\$60.25	304324	HIGH POINT NETWORKS, LLC	\$3,110.30	304566
AMBER PERRY & NICHOLAS FLOWERS	\$294.00	304325	HOUSTON ENGINEERING, INC.	\$328.50	304567
AMBER PITTS	\$210.00	304326	INLAND TRUCK PARTS CO	\$268.89	304568
AMERICAN WELDING & GAS, INC.	\$8,013.55	304327	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$640.18	304569
APEX ENGINEERING GROUP	\$7,742.50	304328	JIMS WELDING, INC.	\$187.50	304570
APH/AUTO VALUE	\$953.28	304329	KLJ ENGINEERING, LLC	\$12,068.00	304571
APPLE BOOKS, LLC	\$839.12	304330	LANGUAGE LINE SERVICES	\$0.40	304572
AUTO ZONE 6843	\$952.36	304331	LARSON ELECTRIC, INC.	\$2,460.00	304573
BAKER & TAYLOR BOOKS	\$2,419.54	304332	MAGIC MILE WELDING	\$1,600.00	304578
BALCO UNIFORM COMPANY, INC.	\$3,533.00	304333	MAIN ELECTRIC CONSTRUCTION	\$6,627.10	304579
BARR ENGINEERING	\$879.00	304334	MARCO, INC.	\$423.50	304580
BOLTON & MENK, INC	\$31,570.39	304335	MATTHEW BENDER & COMPANY, INC.	\$58.10	304574
BORDER STATES INDUSTRIES, INC.	\$212.16	304337	MED-TECH RESOURCE, INC.	\$522.50	304581
BRAVERA BANK	\$58,975.72	304338	MEDALLUS & VACHAROTHONE LTD	\$8,375.00	304582
BRAVERA INSURANCE	\$1,250.00	304339	MELANIE MOORE	\$105.00	304592
BRITTINI MADSEN & LUCKY MADSEN JR.	\$1,019.45	304340	MENARDS	\$338.50	304583
BUTLER MACHINERY CO.	\$2,691.06	304341	MIDWEST TAPE	\$4,487.60	304584
CENTRAL TRENCHING, INC.	\$725.40	304342	MILLER LAW OFFICE, P.C.	\$442.50	304585
CITY OF MINOT	\$60.00	304425	MINITEX	\$2,832.00	304586
CLARK HILL PLC	\$7,065.00	304343	MINOT AUTO	\$1,175.36	304587
CURALINC, LLC	\$2,236.02	304344	MINOT EMPLOYEE DONATIONS	\$797.51	304588
DAKOTA FLUID POWER, INC.	\$150.00	304345	MINOT PARK DISTRICT	\$50,249.27	304589
DAN PASIVE & MADISON MCCLOUD	\$193.33	304346	MINOT VETERINARY CLINIC	\$206.29	304590
DECOMM VENTURES, LP	\$9,760.37	304347	MOORE ENGINEERING, INC	\$2,966.25	304591
DOMESTIC VIOLENCE CRISIS CENTER	\$914.37	304348	MOWBRAY & SONS	\$10,599.50	304593
EAPC	\$1,704.83	304350	NAPA AUTO PARTS	\$2,356.44	304594
ECOLAB PEST ELIMINATION DIVISION	\$704.06	304351	ND DEPT OF WATER RESOURCES	\$151,083.33	304595
EIDE BAILLY LLP	\$9,225.00	304352	ND FIREFIGHTER'S ASSOCIATION	\$10.00	304596
ELDORADO NATIONAL - CALIFORNIA	\$339.99	304353	ND FRATERNAL ORDER OF POLICE	\$1,269.00	304597
Andres Casarez	\$340.00	304354	NEPTUNE FLOOD INCORPORATED	\$9,210.41	304598
Ashleigh Lonis	\$68.00	304355	NEW VISION SECURITY, LLC	\$457.80	304599
Bill DeNovio	\$335.00	304356	NIESS IMPRESSIONS	\$495.46	304600
Caisee Sandusky	\$340.00	304357	NORTH DAKOTA FIREFIGHTER'S MUSEUM	\$25.00	304601
Duran Bischof	\$33.98	304358	NORTHWEST TIRE AND RETREAD	\$8,813.96	304602
Jacqueline Lausch	\$68.00	304359	NYBAKKEN BODY SHOP	\$5,146.78	304603
James Walker	\$272.00	304360	O'REILLY AUTO PARTS	\$104.04	304604
Jennifer Eckman	\$440.40	304361	PARKLAND USA CORPORATION	\$3,434.98	304543
Justice Brown	\$68.00	304362	PITNEY BOWES RESERVE ACCOUNT	\$3,000.00	304605
Krystle Foster	\$61.60	304363	PLASTICARDS, INC.	\$1,176.00	304606
Melissa Anderson	\$30.80	304364	PRAIRIE SUPPLY	\$400.00	304607
Minot Public Safety Cadets	\$8,500.00	304365	PRINGLE & HERIGSTAD, P.C.	\$1,785.00	304608

Ron Carter	\$340.00	304366	PRO INDUSTRIAL LLC	\$4,062.65	304609
Samantha Newman	\$68.00	304367	PROCOLLECT	\$1,096.85	304610
Savanah Buchweitz	\$68.00	304368	PSYCHOLOGICAL RESOURCES	\$300.00	304611
ENERBASE	\$25,263.70	304369	RAILROAD MANAGEMENT COMPANY III,LLC	\$417.05	304612
ETSYSTEMS	\$764.00	304370	RDO EQUIPMENT	\$4,563.52	304613
FACTORY MOTOR PARTS	\$1,178.77	304371	BARAJAS, SHELLEY	\$50.00	304614
FARGO GLASS & PAINT COMPANY	\$2,337.00	304372	DAKOTA DENTAL HEALTH	\$50.00	304615
FERGUSON ENTERPRISES, INC.	\$465.56	304373	DRILLING TOOLS INT'L	\$136.10	304616
FIRE EQUIPMENT CO.	\$322.00	304374	FELDNER, DAN	\$11.11	304617
FIRST DISTRICT HEALTH UNIT	\$26,500.00	304375	FOUR SEASONS CONSTRUCTION	\$55.87	304618
FIRST INTERNATIONAL BANK & TRUST	\$737.00	304376	KASTILLO, KELLY	\$5.51	304619
FLASHPARKING, INC	\$1,650.00	304377	KRAMER, PHILIP	\$14.86	304620
FRONTIER PRECISION	\$17,896.50	304378	MILLER, HUNTER	\$30.73	304621
GALLS, LLC	\$7,110.53	304379	MOCH, ISAIAH	\$24.78	304622
Jeffrey Allen Miller	\$975.00	1045	RAYEL, MICHAEL	\$9.02	304623
Thomas Haase	\$40.00	1046	SANDER, KASIE	\$50.00	304624
Ward County Clerk of Court	\$750.00	1047	VADNAIS, ZADE	\$8.09	304625
Ward County Clerk Of Courts	\$1,500.00	1048	ZINKE, PENNY	\$102.35	304626
Andrew Goter	\$225.00	304380	SANITATION PRODUCTS	\$6,556.91	304627
Hardin-Simmons University	\$60.00	304381	SHORT ELLIOTT HENDRICKSON, INC	\$62,716.72	304628
Jermey Alder Laber	\$50.00	304382	SIGNS TODAY	\$672.45	304629
Kaitlyn Holman	\$20.00	304383	SOLTIS BUSINESS FORMS CO.	\$1,518.00	304630
Lindsay Elizabeth Kreger	\$50.00	304384	SOURIS BASIN PLANNING COUNCIL	\$5,000.00	304631
BreakTime	(\$5.29)	304385	STATE HISTORICAL SOCIETY	\$307.00	304632
Minot Aviation	\$20.00	304386	STEIN'S, INC.	\$2,273.82	304633
Scheels	\$150.00	304387	SUNDRE SAND & GRAVEL, INC.	\$15,515.78	304634
Wal-Mart	\$10.00	304388	SWANSTON EQUIPMENT COMPANIES	\$2,183.10	304635
WDALA	\$50.00	304389	TERRACON CONSULTANTS, INC	\$8,482.75	304636
GENERAL TRADING	\$118.13	304390	UNITED MAILING SERVICE	\$449.34	304637
GERDAU RECYCLING	\$1,264.28	304391	UNITED QUALITY COOPERATIVE	\$18,571.36	304638
GILLIG, LLC	\$122.60	304392	UNUM LIFE INSURANCE	\$89,201.02	304639
GOETTLE LAW, PLLC	\$7,500.00	304393	VISIT MINOT	\$15,929.92	304640
GOOSENECK IMPLEMENT COMPANY	\$36.06	304394	VITALANT	\$300.00	304641
GRAINGER	\$126.98	304395	WALLWORK TRUCK CENTER MINOT	\$3,260.45	304642
H.A. THOMPSON & SONS, INC.	\$1,067.04	304396	WARD COUNTY AUDITOR	\$15,150.00	304643
HAWKINS, INC.	\$26,975.00	304397	WESTLIE FORD	\$545.08	304644
HEIDI SQUYRES & THOMAS CRAWFORD	\$970.20	304398	WESTLIE TRUCK CENTER	\$1,295.70	304645
HERC-U-LIFT	\$4,096.60	304399	WHITE CAP, LP	\$1,944.00	304646
				\$	
				4,027,987.21	

MAYORAL APPOINTMENTS - Confirm the following appointment:

- Christine Miller to fill a vacant position on the Minot Housing Authority Board of Commissioners with a term to expire in December 2029.

THOMPSON REUTERS ORDER AGREEMENT FOR CLEAR PROFELX ONLINE INVESTIGATION SOFTWARE – Approve the order agreement for Thompson Reuters CLEAR Proflex and authorize the Mayor to sign the agreement.

DISPOSAL OF EXCESS EQUIPMENT - FILE CABINETS - Approve the disposal of the identified excess equipment, so items can be sold through a local auction.

TRAFFIC SIGNAL INTERCONNECT AGREEMENT WITH SRT – Approve the 5-year contract, starting January 1, 2026, with SRT for increased fiber bandwidth to serve as the City of Minot's signal interconnect system; authorize the Mayor to sign the contract with SRT; and authorize the Traffic Engineer to sign future contract amendments to add new traffic signals, as they become compatible with the City's advanced traffic management system, to the SRT contract.

ADOPTION OF UPDATED FEDERAL PROCUREMENT POLICY - Adopt the updated federal procurement policy.

MINOT RURAL FIRE DEPARTMENT AUTO AID AGREEMENT – UPDATE – Authorize the Mayor to sign the updated Auto Aid agreement between the Minot Rural Fire Department and the Minot Fire Department.

CDBG WEB SITE POLICY AND PROCEDURES – Authorize the Mayor to sign the updated CDBG Website Policy and Procedures.

TREE REMOVAL FOR 16TH ST SW RECONSTRUCT - FINAL PAYMENT (4780) - Approve the final payment to DL Barkie Construction, Inc. in the amount of \$53,740.00.

JOINT POWERS AGREEMENT WITH MINOT PARK DISTRICT - Approve and authorize the Mayor to sign the attached joint powers agreement.

UPDATED CDBG POLICIES AND PROCEDURES – Approve the updated CDBG Policies and Procedures Manual.

CHLORINE ANALYZER REPLACEMENT - BUDGET AMENDMENT - Approve the purchase of replacement chlorine analyzers for the total cost of \$20,156.25 and approve a budget amendment on first reading to move funds from water treatment plant maintenance to the capital equipment line item.

SUBSCRIPTION TO DECISION BLUE WATER TREATMENT OPTIMIZATION PLATFORM - BUDGET AMENDMENT – Approve entering into a one-year service agreement with Fontus Blue for their Decision Blue® platform at the discounted first-year cost of \$24,000; approve a budget amendment on first reading to move funds to the appropriate line item; and authorize the Mayor to sign the agreement on behalf of the city.

FY2022 STATE HOMELAND SECURITY GRANT- ROUND 2 – Accept the FY2022 SHSP Grant to harden City Hall and authorize the Mayor sign the document.

WARD COUNTY ALL HAZARDS EMERGENCY OPERATIONS PLAN - Adopt the Ward County Emergency Operations Plan and authorize the Mayor and assigned department heads to sign.

PROJECT MANAGEMENT SOFTWARE PURCHASE - BUDGET AMENDMENT – Approve the purchase of Virtual Project Manager; authorize the Mayor to sign the service agreement on behalf of the City; and approve the budget amendment to move funds between line items in the Water Distribution budget.

CASE #2025-12 - CLAUSON ADDITION - MINOR PLAT - Approve the proposed minor subdivision plat as provided in Attachment A.

CITY TRANSIT RESOLUTION APPROVAL FOR FEDERAL FINANCIAL ASSISTANCE - Under 49 U.S.C. Chapter 53, title 23, United States Code, grant the Transit Superintendent the approval authority to file various applications with the Federal Transit Administration; authorize the Transit Superintendent to execute grant and cooperative agreements with the Federal Transportation Administration on behalf of the City; approve the Transit Superintendent to file the Annual Certifications and Assurances documentation along with other Federally required documentation; and authorize the Mayor and staff to sign all applicable documentation.

2025 WASHINGTON SRTS CONSULTANT SELECTION (4720) – Select Moore Engineering as the most qualified consultant; authorize the City Engineer to negotiate a scope and fee; and authorize the Mayor to sign the agreement.

2025 WASHINGTON SRTS - AWARD OF BID (4720) - Award the bid for the 2025 Washington SRTS project to the low bidder, Keller Paving & Landscaping Inc., in the amount of \$847,066.33, contingent upon the NDDOT's review of DBE requirements; and authorize the Council President to sign the agreement upon concurrence of award from the North Dakota Department of Transportation (NDDOT).

TRAFFIC CONTROL CHANGE AT THE INTERSECTION OF 8TH STREET SE AND RIVERSIDE DRIVE – Pass an ordinance to add stop control for 8th Street SE at its intersection with Riverside Drive.

NDDOT COST PARTICIPATION AND MAINTENANCE (CPM) AGREEMENT FOR PUPPY DOG COULEE BROADWAY CULVERT REPLACEMENT (4749) – Approve the CPM agreement with the NDDOT and authorize the Mayor to sign the agreement.

2024 BEL AIR & WASHINGTON SAFE ROUTES TO SCHOOL (SRTS) PROJECT - FINAL PAYMENT (4577) - Approvethe final payment of \$5,519.19 to be paid to the North Dakota Department of Transportation and authorize the Mayor and Finance Director to sign the final certification of local match.

US 2-42ND ST SE AND US 83 BYPASS CHIP SEAL FINAL PAYMENTS TO NDDOT (4724, 4725) – Approve the final pay applications for both projects and pay the NDDOT \$474.23 and authorize the acting Mayor and Finance Director to sign the final certification of local match.

CITY TRANSIT TITLE VI UPDATE APPROVAL - Approve the updates to MCT's Title VI program; authorize the Staff to make minor corrections as needed for state and federal submission requirements; approve Staff to submit the updated MCT Title VI program to appropriate state and federal entities; and authorize the Mayor and staff to sign applicable documentation.

BIDDING 2025 HIGH-SPEED PLOW ACQUISITION PROJECT (2025500000/ AIP 3-38-0037-076-2025) - Authorize City staff to advertise and solicit bids for the 2025 High-Speed Plow Acquisition project.

APPROVE A BUDGET AMENDMENT FOR THE FY2023 SHSG GRANT TO TRANSFER FUNDS BETWEEN CAPITAL AND OPERATING – Approve the proposed budget amendment on first reading for the FY2023 SHSG grant.

PERKETT DITCH IMPROVEMENTS AWARD OF BID

The motion to award Unit 1 of the Perkett Ditch Improvements to the low bidder, Hanson Excavating, Inc., in the amount of \$177,230.00 and authorize the Mayor to sign the agreement was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

HOME PURCHASE FOR FUTURE FLOOD CONTROL

The motion to authorize an appraisal of the property, and begin negotiations to purchase the property and authorize the Mayor to sign the contract amendment with CDM Smith to facilitate the acquisition was initiated by City Council Member Olson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PSAP ORGANIZATIONAL RESTRUCTURING AND PAY GRADE REALIGNMENT

The motion to approve the PSAP organizational restructuring and pay grade realignment was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

2025 WATERMAIN REPLACEMENT - AWARD OF BID (4877)

The motion to approve the bid from Wagner Construction in the amount of \$1,655,086.00 for the 2025 Watermain Replacement project and authorize the Mayor to sign the contract on behalf of the City of Minot was initiated by City Council Member Pitner, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The motion to direct city staff to draft language for a local bidder preference for procurement and bidding was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Scott Samuelson; nays: Lisa Olson, Paul Pitner.

ACTION ITEMS

LEASE AGREEMENT WITH OISHII RAMEN

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

MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR FLOCK SERVICES

The motion to approve the MSA with Flock Group Inc. and authorize the Mayor to sign as amended was initiated by City Council Member Olson and seconded by City Council Member Pitner.

The motion to amend the original motion to include a draft policy prior to approval was initiated by City Council Member Pitner, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: Mike Blessum, Rob Fuller.

The motion to table until policy is approved by City Council was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner; nays: Scott Samuelson.

APPROVAL OF 2026 BUDGET SCHEDULE

It is recommended City Council approve the 2026 budget schedule.

Priorities

- Staff present options of 3% increase to 3% decrease
- No new full-time positions
- Employees pay and benefits (merit pay)
- Possible consolidation of positions and current funded positions
- Current Police Station and possible necessary improvements
- Department tours are probably not necessary for this budget cycle (maybe tour the Police Station for the plan for improvements)
- Merit-based pay plan
- Finance reserve levels
- Reduce the dollar amount of the budget
- Present the budget without reductions first

The motion to approve the 2026 budget schedule with amendments was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The motion to amend to reduce tours week to necessary only & the last week of June for in-depth budget discussion was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ND ENERGY CONSERVATION GRANT (LED LIGHTING) APPROVAL WITH BUDGET AMENDMENT

The motion to ratify the acceptance of the ND Energy Conservation Grants; approve the budget amendment on 1st reading; and authorize staff and the Mayor to sign applicable documentation was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ORDINANCE AND BUDGET AMENDMENT - TOBACCO HEARINGS

The motion to approve the ordinance on 1st reading and authorize payment to be made prior to 2nd reading was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

APPROVE BUDGET AMENDMENT FOR EMPLOYMENT INVESTIGATION SERVICES

The motion to approve the budget amendment for employment investigation services on first reading and approve the payment for services rendered prior to second reading of the budget amendment was initiated by City Council Member Olson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PROPERTY TAX EXEMPTION RESOLUTION FOR CHILDCARE CENTERS

The motion to adopt the attached resolution related to property tax exemptions on Childcare Centers was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mark Jantzer, Lisa Olson; nays: Mike Blessum, Rob Fuller, Paul Pitner, Scott Samuelson. The motion failed.

2025 AIRPORT PASSENGER FACILITY CHARGE (PFC) APPLICATION

The motion to approve the 2025 Passenger Facility Charge (PFC) Application and SEH Proposal to be conducted by Short Elliott Hendrickson Inc. (SEH); approve the attached BA on the first reading; and authorize the Mayor to sign the agreement was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ALCOHOLIC BEVERAGE LICENSE

The motion to approve the Ironwood Hospitality, LLC dba the Beowulf Grill (1912 Valley Bluffs Dr Se) Private Golf Course license for April 7, 2025, to December 31, 2025, was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PERSONAL APPEARANCES

Travis Zablotney discussed the order of the agenda for the personal appearances portion, the need to publish the budget schedule that was approved at the meeting, commented on local preference for bidding and procurement and discussed the flock system item on the agenda.

Lisa Hermosillo wanted to thank Alderman Fuller for his participation in making the proclamation for Leif Snyder possible, along with thanking other members of the public and council. Josiah Roise spoke to the City Council about his experience with the Minot Police Department and the flock system item on the agenda.

Ron Locktowe asked Alderman Fuller to provide him with a video he had requested. Jeff McDougal spoke to the council about the flock system item on the agenda. Lianne Zeltinger discussed the upcoming possible special election for the Mayor position. Jedidiah Radar thanked Acting Mayor Jantzer and mentioned other possible issues with the flock system agenda item.

MISCELLANEOUS AND DISCUSSION ITEMS

Alderman Olson responded to the accusations presented to the City Council about the Minot Police Department.

Alderman Fuller discussed the storm sewer fees of a business within city limits. The motion to direct city staff to review instances where city services are being charged for, but not utilized by the property owner was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ADJOURNMENT

The motion to adjourn the meeting at 9:02 pm was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

On April 8, 2025, a Board of Equalization meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Acting Mayor Mark Jantzer called the meeting to order at 5:30 PM.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

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

REVIEW OF ANNUAL REPORT, ASSESSMENT PROCESS, AND ASSESSMENT TOTALS

CITY ASSESSOR'S ANNUAL REPORT

The Assessor's Annual Report was presented to the council. The report presented to the City Council informs that NDCC-57-02-11 requires that assessments reflect actual market value to include new construction, annexations, and properties coming on the tax roll from a prior exemption.

The city's residential assessments were 9.8% below the selling price last year and commercial properties were 9.9% below the selling price last year. The average commercial valuation increased by about 4.15% and the average residential valuation increased by roughly 4.59%. The 2025 True and Full Value as of April 1st, 2025, is estimated to be approximately \$5,453,707,000, or about a 4.42% increase from last year.

There were 743 residential sales that were qualified to be used in the 2024 state board residential sales ratio study. There were 80 commercial properties that were used in the 2024 state board commercial sales ratio study that would have included all types of commercial properties.

There was a 251% increase in the Homestead Credit in 2025. 298 properties will pay zero dollars in property tax while benefiting from the Homestead and/or the Disabled Veteran tax credits.

PROPERTY OWNER APPEALS AND ACTION BY BOARD

SUBMITTED APPEALS

Mr. Engh has filed an assessment appeal for the property located at 2744 White Pine Cir SE, Minot. Mr. Engh believes the increase of \$73,000 in the assessed value of his property is excessive. The City Assessor recommends denial of the request based on the renovations to the basement and garage, along with the current market trends and local market data to support the 2025 assessed value.

The motion to move the Board of Equalization to deny the appeal and approve the staff recommendation value of \$481,000 for 3744 White Pine Cir SE was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

DuCharme, McMillen & Associates, Inc, representing DAKOTA SQUARE MALL CMBS, LLC, has filed an assessment appeal for the property located at 2400 10th St SW (DBA: Dakota Square Mall). They

are requesting that the 2025 assessment be set at \$22,800,000. The City Assessor recommends denial of request based on current market trends and local market data to support the 2025 assessment of \$61,600,000. The information provided by the Assessor's office illustrates that the current assessment is well below the average sale price per square foot for retail property. The City Assessor's value considers all three approaches to value: Income, Cost, and Sales Comparison. Whereas the appellants' analysis relies solely on an Income Analysis using nationwide market information and not fully illustrating local market influences.

After a thorough review of the appellants information and the facts and findings provided by the City Assessor's office, the motion to move the Board of Equalization to deny the appeal and approve the staff recommended 2025 valuation of \$61,600,000 for 2400 10th St SW was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

NO ADDITIONAL APPEALS PRESENTED

RESOLUTION EQUALIZING 2025 ASSESSMENTS

The motion to adopt the resolution equalizing assessments for 2025 was initiated by City Council Member Olson, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ADJOURNMENT SINE DIE

The motion to adjourn the meeting at 6:18 pm was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

ORDINANCE NO: 6073

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE WATER PLANT CAPITAL EQUIPMENT EXPENDITURES AND DECREASE THE WATER PLANT VEHICLE AND EQUIPMENT REPAIR EXPENDITURES FOR THE PURCHASE OF A CHLORINE ANALYZER.

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

- §1: Amend the 2025 annual budget to increase the water plant capital equipment expenditures and decrease the water plant vehicle and equipment repair expenditures for the purchase of a chlorine analyzer:

14060000-57500		20,157
14060000-44330		(20,157)

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

PASSED FIRST READING: April 7, 2025

PASSED SECOND READING: April 21, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6074

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE WATER PLANT AND NAWS BIOTA PLANT IT MAINTENANCE AND REPAIR AGREEMENTS EXPENDITURES AND DECREASE THE WATER PLANT AND NAWS BIOTA PLANT WATER TREATMENT SUPPLIES EXPENDITURES FOR THE PURCHASE OF A DECISION BLUE SOFTWARE SUBSCRIPTION.

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

- §1: Amend the 2025 annual budget to increase the water plant and NAWS Biota plant IT maintenance and repair agreements expenditures and decrease the water plant and NAWS Biota plant water treatments supplies expenditures for the purchase of a Decision Blue software subscription:

14060000-44350		12,000
14060000-46110		(12,000)
22060100-44350		12,000
22060100-46110		(12,000)

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

PASSED FIRST READING: April 7, 2025

PASSED SECOND READING: April 21, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6075

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE WATER DISTRIBUTION IT MAINTENANCE AND REPAIR AGREEMENTS EXPENDITURES AND DECREASE THE WATER DISTRIBUTION WATERMAIN MAINTENANCE EXPENDITURES FOR THE PURCHASE OF PROJECT MANAGEMENT SOFTWARE.

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

- §1: Amend the 2025 annual budget to increase the water distribution IT maintenance and repair agreements expenditures and decrease the water distribution watermain maintenance expenditures for the purchase of project management software:

14061000-44350		20,000
14061000-44501		(20,000)

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

PASSED FIRST READING: April 7, 2025

PASSED SECOND READING: April 21, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6076

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE FIRE DEPARTMENT GENERAL FUND EXPENDITURES FOR MATERIALS AND SUPPLIES AND DECREASE THE CAPITAL EQUIPMENT EXPENDITURES FOR THE FY2023 STATE HOMELAND SECURITY GRANT PROGRAM REGIONAL RESPONSE AWARD.

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

- §1: Amend the 2025 annual budget to increase the Fire department general fund expenditures for Materials and Supplies and decrease the capital equipment expenditures for the FY2023 State Homeland Security Grant program regional response award:

10030000-46101	2023300003	\$21,103
42030000-57500	2023300003	(21,103)

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

PASSED FIRST READING: April 7, 2025

PASSED SECOND READING: April 21, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6077

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE
VARIOUS DEPARTMENT ELECTRICAL MAINTENANCE REVENUES AND
EXPENDITURES/EXPENSES AND APPROVE THE TRANSFER AND USE OF
SALES TAX IMPROVEMENTS CASH RESERVES.**

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

- §1: Amend the 2025 annual budget to increase various department electrical maintenance revenues and expenditures/expenses:

11050000-44323	2025500003	\$26,949
11050000-44323	2025500004	17,988
21067000-44323	2025670002	59,853
12054000-44323	2025540001	5,852
10030000-44323	2025300006	3,338
10039000-44323	2025390001	71,505
11050000-44323	2025500005	56,195
11000000-33400	2025500003	13,475
11000000-33400	2025500004	8,994
21000000-33400	2025670002	29,927
12000000-33400	2025540001	2,926
10000000-33400	2025300006	1,669
10000000-33400	2025390001	35,752
11000000-33400	2025500005	28,098
25250000-49102		50,566
25267000-49109		29,927
25254000-49103		2,926
25230000-49101		1,669
25239000-49101		35,752
11000000-39114	2025500003	13,475
11000000-39114	2025500004	8,994
21000000-39114	2025670002	29,927
12000000-39114	2025540001	2,926
10000000-39114	2025300006	1,669
10000000-39114	2025390001	35,752
11000000-39114	2025500005	28,098

- §2: Approve the transfer of funds:

25250000-49102		\$50,566.00
25267000-49109		29,926.50
25254000-49103		2,925.75
25230000-49101		1,668.75
25239000-49101		35,752.45
11000000-39114	2025500003	(13,474.50)
11000000-39114	2025500004	(8,994.00)
21000000-39114	2025670002	(29,926.50)
12000000-39114	2025540001	(2,925.75)
10000000-39114	2025300006	(1,668.75)

10000000-39114	2025390001	(35,752.45)
11000000-39114	2025500005	(28,097.50)

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

PASSED FIRST READING: April 7, 2025

PASSED SECOND READING: April 21, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

MiKayla McWilliams, City Clerk

ORDINANCE NO: 6078

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE CITY ATTORNEY PROFESSIONAL SERVICES EXPENDITURES FOR ADMINISTRATIVE HEARING 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 2025 annual budget to increase the City Attorney Professional Services expenditures:

10014000-43020		\$2,889
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§3: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: April 7, 2025

PASSED SECOND READING: April 21, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6079

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT PROFESSIONAL ATTORNEY SERVICES EXPENDITURES
AND DECREASE THE SALARY EXPENDITURES FOR AN EMPLOYMENT
INVESTIGATION.**

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

- §1: Amend the 2025 annual budget to increase the Police department professional attorney services expenditures and decrease the salary expenditures for an employment investigation:

10021000-43020		\$50,000
10021000-41100		(50,000)

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

PASSED FIRST READING: April 7, 2025

PASSED SECOND READING: April 21, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

MiKayla McWilliams, City Clerk

ORDINANCE NO: 6080

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
AIRPORT CONSULTANT EXPENDITURES AND DECREASE CAPITAL
EQUIPMENT EXPENDITURES FOR PASSENGER FACILITY CHARGE
APPLICATION NINE.**

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

§1: An ordinance amending the 2025 annual budget to increase the Airport consultant expenditures and decrease capital equipment expenditures for PFC application nine:

11050000-43040		\$27,300
11050000-57500		(\$27,300)

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

PASSED FIRST READING:

April 7, 2025

PASSED SECOND READING:

April 21, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO. 6081

AN ORDINANCE ADDING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES; STOP SIGNS AND YIELD SIGNS.

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

Section 1. The following described intersections are hereby added to the list of City Council created traffic restrictions provided for in Section 20-2 (a) (2-a) – Stop Signs:

STOP STREET

8th Street SE

AT ITS INTERSECTION WITH

Riverside Drive

Section 2. This ordinance shall be in full force and effect from and after its approval, passage and proper sign posting.

Section 3. Penalty Clause: The penalty for any violation of the provisions of the ordinance shall be in accordance with Section 1-8 of the City of Minot Code of Ordinances.

PASSED FIRST READING: April 7, 2025

PASSED SECOND READING: April 21, 2025

APPROVED:

Mark Jantzer, Acting Mayor

ATTEST:

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6082

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT GENERAL FUND FEDERAL REVENUE AND MATERIALS AND
SUPPLIES EXPENDITURES FOR THE FY24 STATE HOMELAND SECURITY
GRANT PROGRAM (SHSP) AWARD.**

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

- §1: Amend the 2025 annual budget to increase the fire department general fund federal revenue and materials and supplies expenditures for the FY24 State Homeland Security Grant Program (SHSP) grant award:

10030000-46101	2025300005	\$21,280
10000000-33100	2025300005	21,280

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

PASSED FIRST READING: April 7, 2025

PASSED SECOND READING: April 21, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: April 21, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. Trinity Health Foundation to conduct a raffle on June 9, 2025 at the Souris Valley Golf Course (2400 14th Ave SW).
2. MSU Staff Senate to conduct raffles from April 18th - May 23, 2025 at MSU (500 University Ave W).
3. Forgotten Warrior Foundation to conduct a raffle on June 28, 2025 at The "O"riginal (720 N Broadway).
4. Guns & Hoses Charity Hockey Game to conduct a raffle on April 19, 2025 at the Maysa Arena (2501 Burdick Exwy W).
5. Special Event Permit for Saul's (105 1st St SE).
6. Three Special Event Permits for Atypical Brewery (510 Central Ave).
7. Special Event Permit for Landing Bar and Bottleshop (2515 N Broadway).
8. Special Event Permit for Bones BBQ (437 N Broadway).
9. Special Event Permit for The Starving Rooster (30 1st St NE).

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

1. The payment by the applicant of a nonrefundable fee of twenty-five dollars

(\$25.00).

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

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

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

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding
N/A

VI. ALTERNATIVES

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



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: April 21, 2025

SUBJECT: GAMING SITE AUTHORIZATION RENEWALS

I. RECOMMENDED ACTION

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

Prairie Grit Adaptive Sports

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

Aggie Foundation

- **Arny's 2.0 (12 3rd St SE)**
- **Best Kept Secret (Sleep Inn) (2400 10th St SW)**
- **Off the Vine (15 S Main St)**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project

N/A

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: April 21, 2025

**SUBJECT: STREET DEPT LARGE SNOW BLOWER ATTACHMENT (FRONT END
LOADER) BID SELECTION APPROVAL**

I. RECOMMENDED ACTION

It is recommended City Council approve the selection and award (Larue D50 Large Snow Blower attachment) to Swanston Equipment due to the submission of the best bid that adhered to the bid specifications.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Street Department currently operates with two large snow blower attachments that have been in use for 14 and 25 years, respectively. The 2011 Sno-GO snow blower is being replaced due to its extensive maintenance history, which includes 25 non-preventative maintenance actions since 2021, totaling over 400 hours of work and \$41,000 in parts replacements. The other, a 2000 Wild Cat Snow Blower attachment, has required 14 non-preventative maintenance work orders, accounting for 245 work hours and \$16,000 worth of parts replacements since 2021. The Fleet Management and Street departments reviewed bids from Fair Manufacturing, Sawtooth Industrial LLC, RDO Equipment Co., and Swanston Equipment. After a comprehensive bid specification review, Swanston Equipment (priced at \$232,910) was chosen despite RDO (priced at \$213,750) and Fair Manufacturing (\$218,700) providing lower-cost options. This decision was due to RDO's RPM Tech and Fair Manufacturing's Snowcrete not fully adhering to the required specifications, which included features such as a heated fuel separator, LED work lights, a hydraulic tilting chute, and a shear pin system. These features are critical for effective operation and maintenance during harsh winter conditions.

B. Proposed Project

The proposed project involves purchasing the Larue D50 large snow blower attachment from Swanston Equipment. This decision follows a thorough review of bids from multiple vendors, ensuring the chosen equipment meets all

necessary specifications for effective winter operation. Swanston's Larue D-50 snow blower attachment stands out due to its compliance with the bid requirements and the advantage of avoiding tariffs, thus securing a cost-effective and reliable option for the city's fleet and street departments.

C. Recommendation Detail

The selection of Swanston Equipment's Larue D-50 large snow blower attachment is based on its full compliance with bid specifications and its proven reliability in harsh winter conditions. Despite higher initial costs compared to other bids, the features such as heated fuel separator, LED work lights, and hydraulic tilting chute ensure effective and efficient operation, reducing long-term maintenance and operational issues. Moreover, procuring through a local company mitigates tariff risks, securing a cost-effective solution for the city's fleet and street departments.

IV. IMPACT

A. Aspirations

Prepared and Resilient: Minot is prepared to take effective action when faced with challenges.

B. Service/Delivery Impact:

The replacement of the aging snow blower attachment with the Larue D-50 from Swanston Equipment is crucial for maintaining efficient winter road maintenance operations. This past winter, the city's hauling operations have successfully removed 2,576 loads of snow, totaling 757,344 cubic feet in both downtown and residential areas. Additionally, clearing cul-de-sacs led to 900 loads being removed, amounting to 264,600 cubic feet of snow.

The advanced features of the new Larue D-50 attachment, such as the heated fuel separator, LED work lights, and hydraulic tilting chute, will significantly reduce downtime and maintenance costs. This ensures that the city can maintain clear and safe roads more efficiently during severe winter conditions, ultimately enhancing service delivery to the community. The new equipment will replace the outdated attachment that has posed extensive maintenance challenges, thus improving reliability and operational efficiency.

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C. Fiscal Impact

Project Costs

Swanston Equipment - Larue D-50: \$232,910

Warranty Options:

- \$6,500 for 2 years / 2,000 hours
- \$8,500 for 3 years / 3,000 hours

Project Funding

42040000-57500: \$240,000 Budgeted

VI. ALTERNATIVES

The council could choose not to award the contract to Swanston and instead direct staff to select a lower-priced option. This decision might lead to potential price changes, requiring re-bidding due to tariff fluctuations. Furthermore, the loss of capability from not meeting the specifications could result in increased maintenance time.

SNOW BLOWER ATTACHMENT BID SPECIFICATION CHECKLIST

Bid Submission Requirements

- ☐ Accompanying bid must include: Made payable to the City of Minot (Amount of 5% of the total bid)
 - ☒ Bidder's bond
 - ☐ Certified check
 - ☐ Cashier's check

Envelope and Bid Opening

- ☒ Envelope must be sealed
- ☒ Marked plainly
- ☒ Sent to: City Clerk's Office - City Hall, 10 3rd ST S.W., Minot, North Dakota
- ☒ Received by 11:00 AM on March 26, 2025

Brochure and Unit Specifications

- ☒ Provide brochure of specifications with bid

Unit Requirements

- ☒ Manufacturer's newest and latest model
- ☒ Detachable snow blower for 950GC Caterpillar front-end loader
- ☒ Independent power unit, controls, and truck loading chute
- ☒ Identify any deviations from specifications on separate sheet

Capacity

- ☒ 2 Stage design
- ☒ Minimum of two horizontal augers 20" (minimum)
- ☒ 39" second stage impeller with replaceable blades
- ☒ Sheer pin protected augers and impeller
- ☒ 3000 Tons Per Hour (Minimum)
- ☒ 150' Casting Distance (Minimum)

Dimensions

- ☒ Overall Width 110" (minimum)
- ☒ Height 136" (Minimum)
- ☒ Working Height 52" (minimum)

Loading Chute

- ☒ 270 Degree Rotation
- ☒ Single Chute
- ☒ LED Work Lights on Chute and Body
- ☒ Telescopic and Adjustable From Cab
- ☒ Rotation and casting angle
- ☒ Ability to cast snow into truck directly beside the unit

NO ☒ Hydraulic Tilting Chute

NO ☒ Hard lining on chute and drum

☒ Bolt on Ice Breakers

☒ Carbide scraper Blade and Skid Shoes

Not a scraper
blade

RPM Tech \$213,750

SNOW BLOWER ATTACHMENT BID SPECIFICATION CHECKLIST

Power Unit

- ☒ Mounted on Vibration Supports
- ☒ Diesel Engine with a Minimum of 300 HP
- ☒ Engine Governor to Limit Engine Speed
- ☒ Residential Muffler
- ☒ Block Heater
- ~~NO - ☒~~ Heated Fuel Filter/Water Separator
- ☒ Fuel Capacity for Eight Hours of Operation (Minimum)

Loader Attachment

- ☒ Attachment to a 950GC Caterpillar Loader
- ☒ Balderson quick coupler

Electrical System

- ☒ Wireless Operation with LCD Color Screen
- ☒ Electrical cord backup with quick couplings
- ☒ Control panel in the cab of the loader, including:
 - ☒ Tachometer
 - ☒ Hour meter
 - ☒ Oil pressure
 - ☒ Coolant temperature
 - ☒ Fuel gauge
 - ☒ Toggle switch for clutch engagement and disengagement
 - ☒ Throttle control
 - ☒ Chute adjustment and operation (rotation and spout capper)
 - ☒ Ignition switch
 - ☒ Murphy safety shutdown system
- ☒ All gauges illuminated

Optional

- ☒ Extended Warranty Coverage Cost 2 year - \$5,345

Manuals

- 3 year - \$8,780

- ☒ One set of Operation, Parts, and Maintenance Manuals for Snow Blower and Engine

Additional Items Provided with Bid: (Non-Spec)

Fair Manufacturing \$218,700.00

SNOW BLOWER ATTACHMENT BID SPECIFICATION CHECKLIST

Bid Submission Requirements

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- ✓ Independent power unit, controls, and truck loading chute
- ✓ Identify any deviations from specifications on separate sheet

Capacity

- ~~✓~~ 2 Stage design
- ✓ Minimum of two horizontal augers 20" (minimum)
- ✓ 39" second stage impeller with replaceable blades
- ~~✓~~ Sheer pin protected augers and impeller
- ~~✓~~ 3000 Tons Per Hour (Minimum)
- ~~✓~~ 150' Casting Distance (Minimum)

Dimensions

- ✓ Overall Width 110" (minimum)
- ✓ Height 136" (Minimum)
- ✓ Working Height 52" (minimum)

Loading Chute

- ✓ 270 Degree Rotation
- ✓ Single Chute
- ~~✓~~ LED Work Lights on Chute and Body
- ✓ Telescopic and Adjustable From Cab
- ✓ Rotation and casting angle
- ✓ Ability to cast snow into truck directly beside the unit
- ✓ Hydraulic Tilting Chute
- ~~✓~~ Hard lining on chute and drum
- ~~✓~~ Bolt on Ice Breakers
- ~~✓~~ Carbide scraper Blade and Skid Shoes

Fair Manufacturing \$218,700.00

SNOW BLOWER ATTACHMENT BID SPECIFICATION CHECKLIST

Power Unit

- ☒ Mounted on Vibration Supports
- ☒ Diesel Engine with a Minimum of 300 HP
- ☒ Engine Governor to Limit Engine Speed
- ☒ Residential Muffler
- ☒ Block Heater
- ☒ Heated Fuel Filter/Water Separator
- ☒ Fuel Capacity for Eight Hours of Operation (Minimum)

Loader Attachment

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- ☒ Balderson quick coupler

Electrical System

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- ☒ Control panel in the cab of the loader, including:
 - ☒ Tachometer
 - ☒ Hour meter
 - ☒ Oil pressure
 - ☒ Coolant temperature
 - ☒ Fuel gauge
 - ☒ Toggle switch for clutch engagement and disengagement
 - ☒ Throttle control
 - ☒ Chute adjustment and operation (rotation and spout capper)
 - ☒ Ignition switch
 - ☒ Murphy safety shutdown system
- ☒ All gauges illuminated

Optional

- ☒ Extended Warranty Coverage Cost

Manuals

- ☒ One set of Operation, Parts, and Maintenance Manuals for Snow Blower and Engine

Additional Items Provided with Bid: (Non-Spec)

Larue D-50 \$232,910.00

SNOW BLOWER ATTACHMENT BID SPECIFICATION CHECKLIST

Bid Submission Requirements

- ✓ Accompanying bid must include: Made payable to the City of Minot (Amount of 5% of the total bid)
 - ✓ Bidder's bond
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Envelope and Bid Opening

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Brochure and Unit Specifications

- ✓ Provide brochure of specifications with bid

Unit Requirements

- ✓ Manufacturer's newest and latest model
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- ✓ Independent power unit, controls, and truck loading chute
- Identify any deviations from specifications on separate sheet

Capacity

- ✓ 2 Stage design
- ✓ Minimum of two horizontal augers 20" (minimum)
- ✓ 39" second stage impeller with replaceable blades
- ✓ Sheer pin protected augers and impeller
- ✓ 3000 Tons Per Hour (Minimum)
- ✓ 150' Casting Distance (Minimum)

Dimensions

- ✓ Overall Width 110" (minimum)
- ✓ Height 136" (Minimum)
- ✓ Working Height 52" (minimum)

Loading Chute

- ✓ 270 Degree Rotation
- ✓ Single Chute
- ✓ LED Work Lights on Chute and Body
- ✓ Telescopic and Adjustable From Cab
- ✓ Rotation and casting angle
- ✓ Ability to cast snow into truck directly beside the unit
- ✓ Hydraulic Tilting Chute
- ✓ Hard lining on chute and drum
- ✓ Bolt on Ice Breakers
- ✓ Carbide scraper Blade and Skid Shoes

Larue D-50 \$232,910

SNOW BLOWER ATTACHMENT BID SPECIFICATION CHECKLIST

Power Unit

- ☒ Mounted on Vibration Supports
- ☒ Diesel Engine with a Minimum of 300 HP
- ☒ Engine Governor to Limit Engine Speed
- ☒ Residential Muffler
- ☒ Block Heater
- ☒ Heated Fuel Filter/Water Separator
- ☒ Fuel Capacity for Eight Hours of Operation (Minimum)

Loader Attachment

- ☒ Attachment to a 950GC Caterpillar Loader
- ☒ Balderson quick coupler

Electrical System

- ☒ Wireless Operation with LCD Color Screen
- ☒ Electrical cord backup with quick couplings
- ☒ Control panel in the cab of the loader, including:
 - ☒ Tachometer
 - ☒ Hour meter
 - ☒ Oil pressure
 - ☒ Coolant temperature
 - ☒ Fuel gauge
 - ☒ Toggle switch for clutch engagement and disengagement
 - ☒ Throttle control
 - ☒ Chute adjustment and operation (rotation and spout capper)
 - ☒ Ignition switch
 - ☒ Murphy safety shutdown system
- ☒ All gauges illuminated

Optional

- ☒ Extended Warranty Coverage Cost *2 year - 2000 hrs \$6,500.00*

Manuals

- ☐ One set of Operation, Parts, and Maintenance Manuals for Snow Blower and Engine *3 year - 3000 hrs \$8,500.00*

Additional Items Provided with Bid: (Non-Spec)

Sawtooth Industrial \$236,923.00

SNOW BLOWER ATTACHMENT BID SPECIFICATION CHECKLIST

Bid Submission Requirements

- ✓ Accompanying bid must include: Made payable to the City of Minot (Amount of 5% of the total bid)
 - ✓ Bidder's bond
 - ✓ Certified check
 - ✓ Cashier's check

Envelope and Bid Opening

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Brochure and Unit Specifications

- ✓ Provide brochure of specifications with bid

Unit Requirements

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- ✓ Detachable snow blower for 950GC Caterpillar front-end loader
- ✓ Independent power unit, controls, and truck loading chute
- Identify any deviations from specifications on separate sheet

Capacity

- ✓ 2 Stage design
 - Minimum of two horizontal augers 20" (minimum) - Ribbons not augers
- ✓ 39" second stage impeller with replaceable blades
- ✓ Sheer pin protected augers and impeller
- ✓ 3000 Tons Per Hour (Minimum)
- ✓ 150' Casting Distance (Minimum)

Dimensions

- ✓ Overall Width 110" (minimum)
- ✓ Height 136" (Minimum)
- ✓ Working Height 52" (minimum)

Loading Chute

- ✓ 270 Degree Rotation
- ✓ Single Chute
- ✓ LED Work Lights on Chute and Body
- ✓ Telescopic and Adjustable From Cab
- ✓ Rotation and casting angle
- ✓ Ability to cast snow into truck directly beside the unit
- ✓ Hydraulic Tilting Chute
- ✓ Hard lining on chute and drum
 - Bolt on Ice Breakers
- ✓ Carbide scraper Blade and Skid Shoes

SNOW BLOWER ATTACHMENT BID SPECIFICATION CHECKLIST

Power Unit

- ✓ Mounted on Vibration Supports
- ✓ Diesel Engine with a Minimum of 300 HP
- ✓ Engine Governor to Limit Engine Speed
- ✓ Residential Muffler
- ✓ Block Heater
- ✓ Heated Fuel Filter/Water Separator
- ✓ Fuel Capacity for Eight Hours of Operation (Minimum)

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 - ✓ Hour meter
 - ✓ Oil pressure
 - ✓ Coolant temperature
 - ✓ Fuel gauge
 - ✓ Toggle switch for clutch engagement and disengagement
 - ✓ Throttle control
 - ✓ Chute adjustment and operation (rotation and spout capper)
 - ✓ Ignition switch
 - ✓ Murphy safety shutdown system
- ✓ All gauges illuminated

Optional

- Extended Warranty Coverage Cost - \$16,500. (~~no 270 days~~)

Manuals

- ✓ One set of Operation, Parts, and Maintenance Manuals for Snow Blower and Engine

Additional Items Provided with Bid: (Non-Spec)



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 21, 2025

**SUBJECT: RUNWAY 8/26 REHABILITATION AND TAXIWAY B DESIGN
CONTRACTS (AIP 076-2025)**

I. RECOMMENDED ACTION

1. It is recommended City Council approve the design proposals to be conducted by Short Elliot Hendrickson (SEH);
2. Approve the budget amendment on the first reading;
3. Allow City Staff to apply for Federal and State grants associated with this project; and
4. Authorize the Mayor, City Attorney, and Airport Director to sign the necessary documentation.

II. DEPARTMENT CONTACT PERSONS

Jessica Long, Business & Development Man., 701-857-4725

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

III. DESCRIPTION

A. Background

Runway 8/26 and Taxiway B are in need of rehabilitation and do not meet current FAA design guidelines. Since April 2022, the FAA, airport staff, and SEH have worked together on developing design alternatives to meet the FAA's current safety design requirements. The Part 77 airspace, taxiway geometry, easements, and runway pavement structures were all assessed as part of the preliminary study.

B. Proposed Project

The project will be split into two design phases: the rehabilitation of Runway 8-26 and its associated safety areas and Taxiway B realignment to meet FAA design standards including RPZ interim guidance. Additionally, there are two existing Hot Spots (areas of documented cases of or potential for runway incursions or loss of situational awareness) to crosswind Runway 8/26 at the airport. Improvements to these Hot Spots will be considered as part of the design efforts for the upcoming rehabilitation project. Hot Spot 1 is an in-line

taxiway to the Runway 8 end in addition to the intersection with Taxiway B not being at a 90-degree angle with the runway end, both non-standard conditions. Hot Spot 2 is the intersection of Runway 8/26 and Taxiway C, which will need to be addressed in a future project.

C. Recommendation Detail

The FAA has requested all FFY2025 AIP entitlement grant applications be submitted by April 28, 2025.

SEH is the Engineer of Record as approved at the City Council meeting on May 17, 2021.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

The repair of Runway 8/26 and the realignment of Taxiway B will allow the Minot International Airport to maintain federal safety regulations and continue safe and long-lasting operations at the commercial terminal.

C. Fiscal Impact

The anticipated cost of this project is outlined below. \$900,000 was in the approved budget for 2025 with a budget amendment request for the additional \$330,900. Additional funding will be received from federal, state, and local funding as outlined below.

Project Costs

Runway 8/26 Rehab Design	\$763,100.00
Taxiway B Reconstruct Design	\$451,000.00
IFE	\$3,000.00
Total	\$1,217,100.00

Project Funding

Federal Grants (95%)	\$1,156,245.00
State Grants (2.5%)	\$30,427.50
Local Funds (2.5%) 11050000-57200	\$30,427.50
Infrastructure	
Total	\$1,217,100.00

The local funding will come from items approved in the 2025 budget. \$22,500.00 was originally budgeted for the project and the additional \$7,928.00 will be reallocated from the Southside infrastructure project approved for 2025.

VI. ALTERNATIVES

1. City Council could recommend not completing the rehabilitation of Runway 8/26 and the reconstruction of Taxiway B. The result will be increased costs to

reconstruct Runway 8/26 in later years and violation of current FAA design standards. Additionally, if the pavement fails the City will need to temporarily close the surfaces until the appropriate repairs or reconstruction can be completed.

2. City Council could recommend other funding sources: sales tax, property tax levy, etc.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot, North Dakota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective August 31, 2021, this Supplemental Letter Agreement dated April 21, 2025, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Runway 8-26 Rehabilitation and Lighting Improvements - Design.

Client's Authorized Representative: Jennifer Eckman, Airport Director

Address: Minot International Airport (MOT), 305 Airport Road, Suite 216, Minot, North Dakota 58703

Telephone: 701.857.4724

email: Jennifer.eckman@minotnd.org

Project Manager: Adinda Van Espen

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

Telephone: 320.428.3654

email: avanespen@sehinc.com

Scope: The Services to be provided by Consultant are included in Attachment A.

Schedule: Services to be initiated at the direction of the City of Minot, with a service completion date no later than June 30, 2026. A schedule is included in Attachment A.

Payment: The lump sum fee is \$763,100.00 including expenses and equipment. See Attachment B reflecting a detailed estimate of labor, fees, and expenses.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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

Short Elliott Hendrickson Inc.

City of Minot, North Dakota

By:



By:

Full Name: Shawn McMahon

Full Name:

Title: Principal

Title:

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

ATTACHMENT A
Minot International Airport (MOT)
Minot, North Dakota
Runway 8-26 Rehabilitation and Lighting Improvements – Design
AIP 3-38-0037-077-2025
Scope of Work – Design

General:

This project includes the design for the rehabilitation of the bituminous portions of Runway 8-26 (6,348' x 100'), including Runway 26 turnaround, outside of the concrete intersection with Runway 13/31. The project also includes the taxiway connector pavement inside the Runway Safety Area (RSA). The runway pavement is in fair to poor condition based on the latest PCI numbers (2024 preliminary results). Pavement rehabilitation is the recommended course of action as analyzed in Chapter 1 of the 2024 Phase 1 Design Alternatives Study. It is anticipated to be rehabilitated via bituminous mill and overlay and bituminous crack repair. This project will also include the replacement of draitile along the edge of the runway to improve drainage. Following the bituminous overlay, new pavement markings and sawcut grooves will be installed.

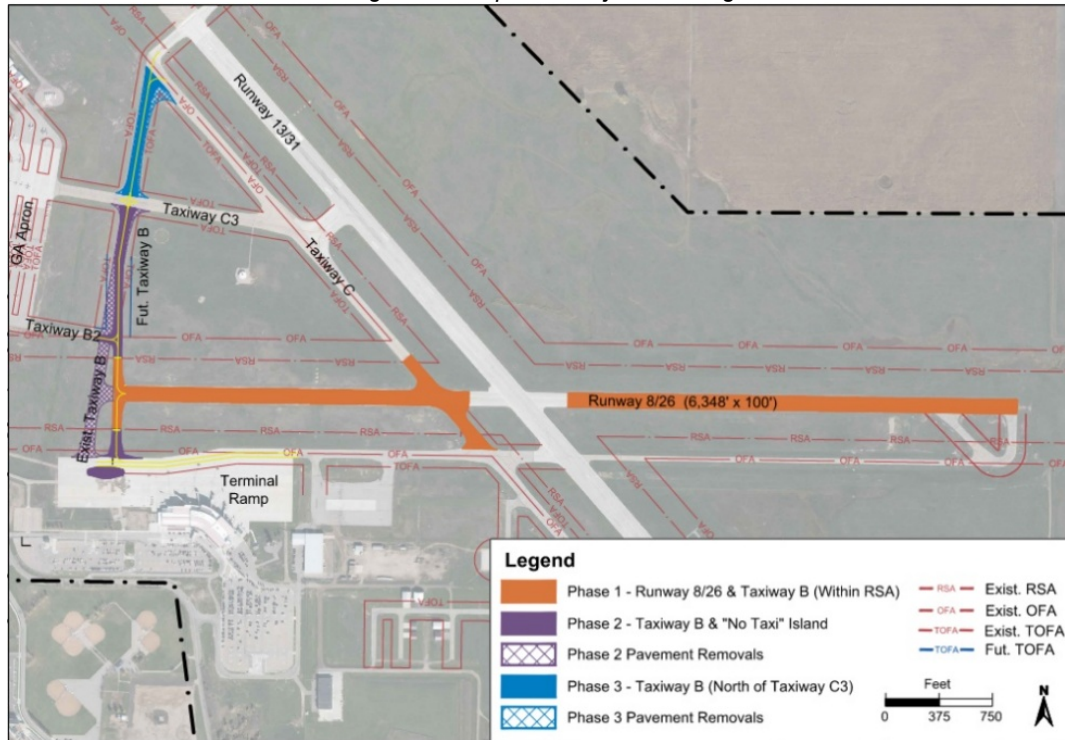
Additionally, this project will also include design for Runway 8-26 lighting improvements such as the installation of new medium intensity runway lights (MIRLs), new runway end identifier lights (REILs), and a new airfield lighting and control monitoring system (ALCMS) for the airfield. There may be some impacts to FAA infrastructure (i.e. Runway 8 PAPI, Runway 26 PAPI). This project includes a discovery meeting with affected agencies to review potential impacts.

This project will also evaluate non-standard RSA grades along Runway 8-26 and improve the transverse grades as practicable. SEH believes that the proposed work will not require a design AGIS survey, as the Runway 8-26 endpoints will remain the same. Additionally, SEH is aware of an oil pipeline off the approach end of Runway 26 within the existing RSA. Discussions with the pipeline company are ongoing, and at this time this scope of work does not contain any additional design efforts related to this pipeline.

A separate proposal will be prepared for the design of the realignment and reconstruction of Taxiway B. That project includes the design for the realignment and reconstruction of the taxiway which will resolve an existing Hot Spot to crosswind Runway 8-26. The realignment of Taxiway B will also include a “no-taxi” island that will be added to the Terminal Apron, which will include pavement modification, pavement markings, and in-pavement taxiway edge lighting design. Although these two projects will be scoped separately, it is our assumption that both will be designed and constructed concurrently, unless funding dictates otherwise.

Figure 1 below shows the proposed construction phasing of these projects.

Figure 1 - Proposed Project Phasing



The Runway 8-26 pavement is deteriorating and is in need of rehabilitation. The preliminary 2024 Pavement Condition Index (PCI) results for these pavement sections range from 48-62, warranting rehabilitation. The timeliness of this rehabilitation is critical, as the 2021 PCI report forecasted the Runway 8-26 condition to further deteriorate to "Very Poor" in the coming years. Pavement distresses noted in the last PCI inspection include alligator cracking, depressions, longitudinal and transverse cracking, raveling and weathering. The last major rehabilitation for the majority of Runway 8-26 was completed via bituminous overlay in 2000. Additionally, the runway was extended to the west by approximately 750' and narrowed to 100' from the originally constructed 150' width. It is believed that the runway narrowing impacted the RSA grading on all sides of the existing runway.

Included in the project would be milling of the surface of the existing pavement section and installation of a new section of FAA P-401 Asphalt Surface course pavement, to re-establish the pavement crown and facilitate drainage. Additionally, the runway lights, and circuitry, would be replaced with state-of-the-art LED lighting. The specific number of fixtures and existing suitability will be evaluated in the Engineer's Design Report. The existing circuitry and light fixtures have exceeded their useful life and continue to pose ongoing maintenance challenges to the airport.

SEH acknowledges that, per North Dakota Century Code (Section 48-01.2-06), the lighting improvement project may be required to be bid as a separate bid package, including stand-alone plans and specs. Based on previous bidding experience of similar projects, SEH anticipates this scope of work to be bid in (1) package.

Contractor access is anticipated to be provided via a temporary haul road southwest of the project area. Alternative taxi routes can be provided during construction. The phasing plan and schematics will be presented in the Engineer's Design Report. Specific safety and phasing details to be discussed and studied in the Engineer's Design Report include:

- Phasing and Sequencing
- Construction Limits

- Haul Routes
- Contractor Staging Areas
- Anticipated Impacts to Airport Users (Instrument Procedures, Closures, Etc.)

As this is intended to be a design only grant, an FAA closeout report will be prepared under this scope as part of these projects. Additionally, an FAA annual reporting document will be prepared and submitted. Construction administration services will be included in subsequent work orders.

Proposed project schedule:

April 21, 2025	City of Minot consideration of design contract
May 2025-May 2026	Design
➤ September 15, 2025	30% Design Submittal
➤ December 15, 2025	60% Design Submittal
➤ March 31, 2026	90% Design Submittal
September 15, 2025	Submit 30% CSPP to FAA (discuss project direction and need for SRM Panel)
December 15, 2025	Submit 60% Engineer's Design Report (EDR) and CSPP to FAA
March 31, 2026	Submit 90% Plans and Specifications, EDR, and CSPP to FAA
May 2026	Final plans and specifications posted for bidding (design contract complete)
June 2026	Bid opening
June 2026	City of Minot consider construction administration contract and contract award contingent upon grant reception
June 2026	Grant application submittal
June 2026	Start construction administration contract
Spring 2027	Construction

Project Deliverables:

The project deliverables include the following:

1. Final Scope
2. Environmental determination (Categorical Exclusion) – for construction efforts
3. Engineer's Design Report
 - a. Including Construction Safety and Phasing Plan (CSPP) and Construction Safety Plan Narrative (CSPN)
 - b. 7460/Airspace Submittal
4. Construction drawings
5. Bidding documents
6. FAA Plan and Specification review
7. Bidding and contract award recommendation

1. Project Formulation

- 1.1 Scoping, Review, and Coordination** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Minot International Airport (MOT) (Sponsor) to develop the appropriate scope of work approved by funding partners. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and NDAC for review and will be updated based on input received.

1.2 Project Formulation – SEH will complete the project and grant pre-application documentation, environmental review submittals, cost breakdowns, and eligibility determinations for the approved scope of work.

1.3 FAA Grant Initiation Documentation – SEH will complete the project and grant pre-application documentation and associated preliminary cost breakdowns.

2. Preliminary Design

2.1 Geotechnical Analysis – Additional geotechnical cores will be taken at various locations along Runway 8-26 by SEH's subconsultant. The subconsultant's proposal for this specific effort is attached. SEH will provide escorting and oversight during the coring operation. This is estimated to take two working days. SEH's scope of work also includes development and submittal of the FAA Form 7460 for completion of the geotechnical work and review of the final report. The core analysis and narrative report will be used to verify existing pavement conditions. Review of the report is included in this scope.

2.2 Topographic Survey – A topographic survey will be completed in the area of the proposed runway rehabilitation project by SEH's subconsultant. The subconsultant's proposal for this specific effort is attached. SEH will provide escorting and oversight during the survey operation. This is estimated to take 5 working days. The survey will include all RSA grades, pavement grades, pavement edges, drainage structures, utility information, airfield lighting, and other necessary features. Review of the survey data is included in this scope.

2.3 Existing Drainage Investigation – SEH will conduct an investigation to collect information on any existing drainage running alongside the Runway 8-26 pavement to determine its location and condition. SEH will use a subconsultant to perform the potholing work but will provide escorting and oversight during the investigation. The subconsultant's proposal for this specific effort is attached. This is estimated to take two working days.

2.4 Environmental Determination/CATEX – SEH will complete a request for environmental Categorical Exclusion (CATEX) for project. It is anticipated a documented CATEX will be required. This scope of work will include reviewing historical and previously completed data, preparing the CATEX form, coordinating with FAA, and responding to FAA comments as necessary.

3. Engineer's Design Report

3.1 Engineer's Design Report – SEH will prepare an Engineer's Design Report (EDR) according to FAA requirements. The EDR will be submitted to FAA for review at 60% and 90%. The report will be completed to include the following information:

3.1.1 Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project. Three meetings are estimated with sponsor and/or FAA to review the project.

3.1.2 Photographs – SEH will coordinate with MOT staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.

3.1.3 Applicable AIP Standards – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars.

- 3.1.4 Airport Operational Safety Considerations** – SEH will develop a Construction Safety and Phasing Plan (CSPP) and a Construction Safety Plan Narrative (CSPN), and confirm with sponsor and FAA, to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction. Special attention will be taken for the impacts at intersections. The CSPP and CSPN will be delivered to FAA for review and comment at the 30%, the 60%, and the 90% design stage. After the 30% submittal stage, it will be determined if a Safety Risk Management (SRM) Panel is required. An optional task is included in the scope if an SRM Panel is determined to be required (Task 10.1).
- As part of the EDR completion and CSPP submittal, a list of local, airport, and FDC NOTAMS will be drafted.
- 3.1.5 Pavement Design** – SEH will utilize previously obtained geotechnical information as well as the new information obtained during preliminary efforts, most recent PCI report date, and project as-built information to evaluate the current pavement condition and proposed design criteria. SEH will review past recommendations on pavement alternatives. It is anticipated that varying mill depths and overlay thicknesses may be required; this will be analyzed throughout design. Where applicable, FAARFIELD analysis will be completed to validate the pavement design. Pavement thickness will be verified with FAA and the airport based on current fleet mix.
- 3.1.6 Drainage Design** – Drainage away from runway pavement and intersections will be analyzed during design. Crowned slope improvements via profile milling or varying overlay thicknesses will be analyzed using the obtained survey data. Initial requirements for grading will be discussed in the EDR. SEH will inventory and evaluate the existing stormwater infrastructure throughout final design, and improvements will be implemented into the design where necessary. SEH will also perform an investigation to determine location, depth, and type of existing drain tile that may be running alongside the Runway 8-26 edge. New drain tile will likely need to be installed to address subsurface drainage.
- 3.1.7 Airfield Lighting and Signage** – Design of new medium intensity runway lights (MIRLs) will be included this project. Additionally impacted lights and signs will be identified for covering and/or deactivation during closures. There will also be an evaluation for a new airfield lighting and control monitoring system (ALCMS) for the airfield. SEH will submit the sign and marking plan to ACSI for review. This task includes one round of addressing ACSI comments.
- 3.1.8 Navigational Aids** – SEH design team will confirm information obtained during previous studies concerning the navigational aids associated with Runway 8-26. All affected navigational aids and ownership will be included in the report in table format. There are preliminary discussions taking place about the potential impacts to FAA owned equipment (RWY 08 PAPI, RWY 26 PAPI). A reimbursable agreement may be necessary for this project if it is determined that there will be impacts to this FAA owned infrastructure. This will be explored and confirmed as part of the design report.
- 3.1.9 Pavement Marking** – SEH will develop a pavement marking plan and details for affected work areas as part of reconstruction to be included as part of the report.
- 3.1.10 Environmental Considerations** – As scoped in Task 2.4, SEH will complete a request for environmental Categorical Exclusion (CATEX) for the project. It is anticipated a documented CATEX will be required. SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with erosion control plans, if required for contractor to procure. This task also includes Cultural Resource coordination efforts to evaluate potential cultural resource impacts as a result of the project.
- 3.1.11 Existing Utilities** – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the project area.

- 3.1.12 Miscellaneous Work Items** – SEH will provide a narrative to address other work components of the project, such as turf establishment, site access, and other related work items.
- 3.1.13 Benefit Cost Analysis** – The proposed pavement will be bituminous. A detailed benefit cost analysis (BCA) will not be required.
- 3.1.14 Modification to AIP Design Standards** – No modifications to design standards are anticipated, but this task will explore all preliminary design items to confirm that no modifications to design standards will be requested.
- 3.1.15 AIP Non-Eligible Work Items** – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.
- 3.1.16 Disadvantaged Business Enterprise (DBE)** – The current status of the Sponsor's DBE program and project requirements will be identified and included in the report. SEH will assist Sponsor in determining goal and good faith effort determinations, as well as including specification language in bidding documents.
- 3.1.17 Project Schedule** – SEH will develop a schedule and associated chart to identify the project schedule and milestones during the design and bidding process.
- 3.1.18 Engineer's Estimate of Probable Cost** – SEH to provide an itemized summary of the engineer's estimate of probable construction costs. Any ineligible work components will be called out separately. Local, state, and federal funding sources will be shown.
- 3.1.19 Preliminary Project Budget** – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

4. Construction Drawings

Final design and construction drawings will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan sets. Other applicable ACs, FAA Orders, Briefs, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

- 4.1 Environmental Coordination and Permits** – SEH will refine the Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer's Design Report. Additionally, the scope of work includes coordination of the following permits, but is not limited to:
- North Dakota Pollution Discharge Elimination System permit application
- 4.2 Construction Safety and Phasing Plan Development** – SEH will refine and update the Construction Safety and Phasing Plan (CSPP) that was developed as part of the Engineer's Design Report. SEH will meet with MOT staff, FAA staff (including ADO and Tech Ops), airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The EDR CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A review and coordination meeting will be held with MOT and FAA prior to the 7460 submittal to limit closure times and impact to IFR procedures. A figure will include points of interest requested by FAA, including RSA, OFZ, and TOFA. A final CSPP will be uploaded for FAA airspace review via the 7460 OE/AAA review process.
- 4.3 Construction Plan Sheets** – Specific plan sheets to be developed and included in the plan set are as follows:
- Title Sheet
 - Construction Safety Plan

- Construction Phasing Plan
- Terminal Access Route Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan (showing impacts to lights, sign, NAVAIDS, and markings)
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Topography/Grading Plan
- Plan/Profile Drawings for New Pavement
- Drainage Plan and Details
- Cross Sections
- Pavement Marking Plan and Details
- Electrical Removals Plan
- Electrical Plan & Details
- Vault & ATCT Plan (ALCMS & PLC work)

4.4 Quality Control Site Visit – SEH will conduct a quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents, and overall impacts to airport infrastructure. It is anticipated that the Project Manager and Project Engineer (Project Engineer III) attend.

5. Construction Bidding Documents

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

5.1 Construction Bidding Documents – A bid proposal project manual will be prepared which will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, bid alternatives (if applicable), State and Federal requirements, wage rates, required FAA standard contracts and clauses, DBE goals and GFE, and special provisions.

5.2 Construction Technical Specifications – This task includes creation of construction technical specifications for the project. These specifications will be created from the FAA Advisory Circular 150/5370-10H - Standard Specifications for Construction of Airports and modified for the project. Specifications will be edited individually to meet project requirements.

5.3 Construction Management Program (CMP) – A Construction Management Program (CMP) and reporting program will be prepared per FAA guidelines.

6. FAA Construction Plans and Specifications Review

6.1 FAA Submittal Coordination – SEH will coordinate with the FAA for submittal of the 60% and 90% EDR, a complete set of construction plans, and specifications for FAA review. This task includes preparation of these submittal packages.

6.2 FAA Comment Review Meeting – SEH will coordinate two one-hour virtual meetings to review all FAA comments on the design submittal documents. It is anticipated that there will be one meeting at 60% milestone and one meeting at the 90% milestone. This meeting is anticipated to be attended by the Project Manager, Project Engineer (Project Engineer III), and Project Planner (Project Planner III).

6.3 Address FAA Comments – SEH will prepare documentation to track any comments received and address comments as needed. There will be one one-hour virtual meeting planned to follow up on comments following SEH's responses.

7. Quality Control Review

7.1 Quality Control Review – This task includes quality control reviews of the project plans and specifications, quantity determinations, and construction cost estimates. An on-site plan review with MOT staff is included. It is anticipated that the Project Manager and Project Engineer (Project Engineer III) will be in attendance.

8. Bidding and Contract Award Recommendation

8.1 Bidding Services – SEH will assist the Sponsor with obtaining construction bids for the identified bid package. SEH will take questions from prospective bidders throughout the bidding process and if needed, will clarify questions with an addendum. This also includes an on-site pre-bid meeting, which will include a presentation, tour and meeting minutes that will be shared in an addendum. The meeting is anticipated to be attended by the Project Manager and Project Engineer (Project Engineer III).

8.2 Bid Opening – SEH will assist, virtually, with the electronic opening of contractor bids.

8.3 Bid Review, Recommendation, and Award – After bid opening, SEH will review for bid completion, develop a bid tab for bid comparison, and make a recommendation to the Sponsor on award of the construction contract. SEH will also assist the Sponsor with applying for a Federal Aviation Administration grant.

9. Project Management

This task includes the overall project management of Work Elements 1 through 8 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

9.1 Design Team Meetings – This task includes bi-weekly, internal meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that these will be one-hour meetings that will take place over a 12-month period.

9.2 Owner Meetings – This task includes monthly project coordination meetings between SEH and MOT airport staff to discuss project progress, schedule, updates, and foster collaboration. It is anticipated that 10 virtual (one-hour) meetings will take place throughout a 12-month period. It is anticipated that two of the meetings will take place onsite, with SEH staff traveling from St. Paul.

9.3 Agency Meetings – This task includes meetings between the design team, North Dakota Aeronautics Commission, FAA ADO, FAA Tech Ops, FAA ATC Tower manager, MOT staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. This also includes a one-hour discovery meeting with the FAA to discuss potential impacts to FAA infrastructure.

9.4 City of Minot Council Meetings – This task includes attendance at up to two City of Minot City Council meetings/workshops to provide project updates. Two, two-hour meetings are included requiring Principal, Project Manager, and Planner attendance.

9.5 FAA Annual Reporting – SEH will complete the required FAA annual report starting with grant acceptance through grant closeout. It is anticipated that 2 annual reports will need to be prepared and submitted.

9.6 FAA Closeout Report – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work.

9.7 General Project Management – This task includes general project coordination, documentation, and administration, including maintaining project documentation and administrative tasks related to invoicing.

10. Optional Tasks

The following tasks are included in the scope of work and fee but will be authorized individually by the Airport. If not authorized by the Airport in writing, work will not proceed, and the Airport will not be billed for these items.

10.1 Safety Risk Management (SRM) Panel – This task will be completed if the FAA ADO requires an SRM Panel. This task includes a meeting facilitated by the FAA to gather input from stakeholders on the upcoming project phasing before the 90% design submittal (anticipated at 45% design milestone). SEH will assist the Airport and FAA in developing a list of invitees including, but not limited to, relevant FAA lines of business, key users, commercial and regular general aviation users, etc. SEH will prepare meeting handouts, prepare a presentation, participate in the meeting, and produce meeting minutes. This meeting would be attended in-person by the Project Manager, Project Engineer (Project Engineer III), and Project Planner, and virtually by the Principal and Senior Engineer. The meeting is assumed to last up to 6 hours.

Subconsultants performing work under this proposal include the following:

1. **Braun Intertec.** All geotechnical engineering associated with the project will be performed by Braun Intertec out of Bismarck, North Dakota.
2. **Barr Engineering.** Airfield electrical design for the project will be performed by Barr Engineering out of Minneapolis, Minnesota.
3. **Ulteig.** All survey work associated with the project will be performed by Ulteig out of Bismark, North Dakota.
4. **Central Trenching.** All subsurface investigation work associated with the project will be performed by David's Hydro Excavation out of Minot, ND.

Clarifications:

- Flights for travel are between MSP and MOT using commercial service airlines
- SEH is assuming that the identified scope of work will be publicly bid as (1) package for all disciplines.

Exclusions:

- Construction inspections
- Construction administration
- Contractor coordination
- Post design services
- Project record drawings
- Design services for potential existing oil pipeline modifications
- Design services for potential FAA infrastructure impacts
- Major design changes as a result of the SRM Panel

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
RUNWAY 8-26 REHABILITATION AND LIGHTING IMPROVEMENTS - DESIGN
ENGINEER'S DESIGN REPORT, FINAL DESIGN, AND PLANS AND SPECIFICATIONS, BIDDING
MINOT INTERNATIONAL AIRPORT (MOT)
MINOT, NORTH DAKOTA

Task No.	Task Description	Principal	Project Manager	Senior Engineer VI	Project Engineer III	Project Engineer I	Senior Planner VI	Project Planner III	Natural Resource Scientist	Water Resources Engineer	Senior Technician IV	Senior Designer IV	Administrative Assistant
1. Project Formulation													
1.1	Scoping, Review, and Coordination	2	8	4	4		2	4					
1.2	Project Formulation	2	8	4	4		2	4					
1.3	FAA Grant Initiation Documentation	2	4		4	2		2					
2. Preliminary Design													
2.1	Geotechnical Analysis		4		32	2		2					
2.2	Topographic Survey		4		40	2							
2.3	Existing Drainitle Investigation		4		32								
2.4	Environmental Determination/CATEX		2					6	2				
3. Engineer's Design Report													
3.1	Engineer's Design Report	4	40	40	120	160	8	32	12	24	80	80	12
	Including:												
	3.1.1 Scope of Work												
	3.1.2 Photographs												
	3.1.3 Applicable AIP Standards												
	3.1.4 Airport Operational Safety Considerations												
	3.1.5 Pavement Design												
	3.1.6 Drainage Design												
	3.1.7 Airfield Lighting and Signage												
	3.1.8 Navigational Aids												
	3.1.9 Pavement Marking												
	3.1.10 Environmental Considerations												
	3.1.11 Existing Utilities												
	3.1.12 Miscellaneous Work Items												
	3.1.13 Benefit Cost Analysis												
	3.1.14 Modification to AIP Design Standards												
	3.1.15 AIP Non-Eligible Work Items												
	3.1.16 Disadvantaged Business Enterprise (DBE)												
	3.1.17 Project Schedule												
	3.1.18 Engineer's Estimate of Probable Cost												
	3.1.19 Preliminary Project Budget												
4. Construction Drawings													
4.1	Environmental Coordination and Permits		4			8				20	2		
4.2	Construction Safety and Phasing Plan Development		8			20	2	4			40		
4.3	Construction Plan Sheets		40	80	160	200		32		40	320	360	
	Including:												
	Title Sheet												
	Construction Safety Plan												
	Construction Phasing Plans												
	Terminal Access Route Plan												
	Statement of Estimated Quantities												
	Details and Construction Notes												
	Utility Locations Plan												
	Typical Section(s)												
	Removal Plan												
	Erosion Control Plan and Details												
	Topography/Grading Plan												
	Plan/Profile Drawings												
	Drainitle Plan and Details												
	Cross Sections												
	Pavement Marking Plans and Details												
	Electrical Removals Plan												
	Electrical Plan & Details												
	Vault and ATCT Plan (ALCMS & PLC)												
4.4	Quality Control Site Visit		12		12								2
5. Construction Bidding Documents													
5.1	Construction Bidding Documents		16		16								8
5.2	Construction Technical Specifications		8	16	16								4
5.3	Construction Management Program (CMP)		4			8							1
6. FAA Construction Plans and Specifications Review													
6.1	FAA Submittal Coordination		4	2	16								4
6.2	FAA Comment Review Meeting		2		2			2					
6.3	Address FAA Comments	2	8	2	2	16							
7. Quality Control Review													
7.1	Quality Control Review	16	24	16	16		4	4	4	16			
8. Bidding and Contract Award Recommendation													
8.1	Bidding Services		16		16	4					4	4	2
8.2	Bid Opening		2		1								2
8.3	Bid Review, Recommendation, and Award	1	4		4	4							4
9. Project Management													
9.1	Design Team Meetings	6	24	6	24	24	6	6	6	6	12	24	
9.2	Owner Meetings	5	26	5	26		5	5					
9.3	Agency Meetings	5	16	5	16	6	5	5			4	4	
9.4	City of Minot Council Meetings	20	20		20								
9.5	FAA Annual Reporting		2			2							2
9.6	FAA Closeout Report		8		8	16		4					4
9.7	General Project Management	8	40	16									40
10. Optional Tasks													
10.1	Safety Risk Management (SRM) Panel	6	18	6	18	8		18			4	4	4
	Total hours per labor category	73	362	196	591	474	34	112	24	106	462	472	85

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	73	\$ 92.45	\$ 6,748.85
Project Manager	362	\$ 74.28	\$ 26,889.36
Senior Engineer VI	196	\$ 87.91	\$ 17,230.36
Project Engineer III	591	\$ 58.73	\$ 34,709.43
Project Engineer I	474	\$ 47.39	\$ 22,462.86
Senior Planner VI	34	\$ 94.66	\$ 3,218.44
Project Planner III	112	\$ 55.67	\$ 6,235.04
Natural Resource Scientist	24	\$ 70.24	\$ 1,685.76
Water Resources Engineer	106	\$ 81.03	\$ 8,589.18
Senior Technician IV	462	\$ 51.98	\$ 24,014.76
Senior Designer IV	472	\$ 63.93	\$ 30,174.96
Administrative Assistant	85	\$ 48.72	\$ 4,141.20
Total Direct Labor Costs:	2,991		\$ 186,100.20
Direct Salary Costs plus Overhead			\$ 355,600.26
Total Labor Costs			\$ 541,700.46
Fixed Fee on Labor Costs (15%)			\$ 81,255.07

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Flight	21	\$ 1,000.00	\$ 21,000.00
Per Diem	14	\$ 200.00	\$ 2,800.00
Computer Charge	2,991	\$ 6.00	\$ 17,946.00
Reproductions / Miscellaneous	1	\$ 1,000.00	\$ 1,000.00
Subconsultant - Braun Intertec	1	\$ 11,940.00	\$ 11,940.00
Subconsultant - Barr Engineering	1	\$ 40,600.00	\$ 40,600.00
Subconsultant - Ulteig	1	\$ 38,900.00	\$ 38,900.00
Subconsultant - Central Trenching	1	\$ 6,000.00	\$ 6,000.00
Total Expenses			\$ 140,186.00

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$ 763,141.53
Estimated Total	\$763,100.00

April 10, 2025

Proposal QTB213627

Lindsay Reidt, PE
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed Runway 8-26 Rehabilitation & Taxiway B Reconstruction
Minot International Airport
305 Airport Road
Minot, North Dakota

Dear Ms. Reidt:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed rehabilitation of Runway 8-26 and realignment of Taxiway B at the referenced site.

Project Information

Per our correspondence and the provided site plan, we understand the project will include the rehabilitation of Runway 8-26 and reconstruction of Taxiway B at the Minot International Airport. We completed a Preliminary Geotechnical Evaluation Report for these projects under Braun Intertec Project Number B2211659, dated August 22, 2024.

Runway 8-26 is approximately 6,400 feet long, 100 feet wide, and is currently bituminous pavement. We understand the runway is planned to be rehabilitated by a mill and overlay and that lighting improvements will be included in the project. The portion of Taxiway B to be reconstructed is approximately 1,650 feet long, 75 feet wide, and is currently bituminous pavement. We understand Taxiway B is planned to be realigned to the east and the commercial ramp is planned to be expanded to the north. We anticipate the runway and taxiway will be designed in accordance with the Federal Aviation Association (FAA) design and construction standards for aircraft greater than 100,000 pounds. The locations of the pavement cores and soil borings will be surveyed and staked by Short Elliott Hendrickson, Inc. (SEH) prior to our drilling.

Purpose

The purpose of our geotechnical evaluation will be to characterize existing pavement and subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and rehabilitation of Runway 8-26 and reconstruction of Taxiway B.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs and previous site visits, it appears that the boring locations are accessible to a truck drill rig. SEH will coordinate with the airport to ensure any required Notice to Airmen (NOTAM) is in place while field work is conducted. Our drill crew will attach an orange and white checkered flag to the top of our mast and have beacons on top of support vehicles while on the airfield.

We assume there will be no cause for delays in accessing the exploration locations. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Pavement Coring

We will core pavements at 12 locations for the Runway 8-26 project and four locations for the Taxiway B project, for a total of 16 pavement cores. The cores will be extracted and visually evaluated. Thicknesses and pavement condition of the cores will be reported. Since water is required for our coring, this work will need to take place when temperatures are moderate (typically above freezing).

Penetration Test Borings

As requested, we will drill two standard penetration test (SPT) borings for the Runway 8-26 project and four SPT borings for the Taxiway B project, for a total of six SPT borings. The borings will be extended to a depth of 10 feet with standard penetration tests performed continuously in the upper 5 feet and at 2 1/2-foot vertical intervals at greater depths.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

We will backfill the soil boring exploration location immediately after completing the drilling. Upon backfilling the soil boring location and completing the pavement cores, we will fill holes in pavements with a temporary bituminous patch. Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing six moisture content tests, two Atterberg limits tests, two sieve hydrometer analyses, two modified Proctor tests, and two California Bearing Ratio tests. We will adjust the actual number and type of tests based on the results of our borings.

Addendum

We will prepare an Addendum to our Geotechnical Evaluation Report including:

- A sketch showing the pavement core and soil boring locations.
- A summary of the pavement core thicknesses and conditions.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Updates to the discussions and recommendations in our Geotechnical Evaluation Report.

We will only submit an electronic copy of our addendum to you unless you request otherwise. At your request, we can also send the addendum to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 5 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 3 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Final report submittal – within 4 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$22,515**. Table 1 provides a breakdown of the proposed fees for each project. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours discussed, we will request additional fees to cover our additional costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for the work we perform during each invoicing period.

Table 1. Project Fee Breakdown

Project	Fee
Runway 8-26 Rehabilitation	\$11,940
Taxiway B Reconstruction	\$10,575
Total	\$22,515

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Master Subcontract for Services, dated March 19, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Aaron M. Tast
Senior Manager, Aviation Services

c: Adinda Van Espen, PE, Short Elliot Hendrickson, Inc.
Kyle Nelson, PE, Short Elliot Hendrickson, Inc.

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

April 7, 2025

Mr. Kyle Nelson, PE
SHORT, ELLIOTT, HENDRICKSON, INC.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

**RE: MINOT INTERNATIONAL AIRPORT (MOT) – RUNWAY 8-26 & TAXIWAY B REHABILITATION
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear Kyle:

Thank you for contacting us regarding electrical engineering services for design of the MOT Airport Runway 8-26 and Taxiway B rehabilitation project, which includes implementation of a new Airfield Lighting Control and Monitoring System (ALCMS). We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

PROJECT DESCRIPTION

We understand from your email received March 31, 2025 and associated phone conversations that MOT airport would like to replace existing edge lighting and Runway End Identifier Lights (REILs) for Runway 8-26. This improvement will also include the design of a new ALCMS system to replace the existing aged system. Also edge lighting for Taxiway B will be replaced.

The new constant current regulators (CCRs) installed as part of the recent electrical vault improvements project will remain and be utilized to power the new edge lighting systems.

This proposal is intended to outline our scope of service pertaining to design and bid phase activities. However, we are not including construction phase services in this proposal. Such services may be provided in a separate, future proposal.

As requested, our services are separated into two tasks, one for Runway 8-26 and the other for Taxiway B. Design of the ALCMS is included in the task for Runway 8-26.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Review of existing record documents available.
2. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawings of the airfield electrical plans.
3. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawing of the vault plan and ATCT plan.
4. Provide electrical design redlines for detail sheets for SEH to incorporate in their AutoCAD drawings, as has been our usual method for airfield related plans (2 sheets anticipated).
5. Provide electrical design and AutoCAD drawing production for electrical schematics showing functionality of the proposed new ALCMS.
6. Provide technical specifications for the electrical work.
7. Attend the 60% Design Review Meeting in-person.
8. Attend the 90% Design Review Meeting virtually via Microsoft Teams.
9. Bid-phase assistance including addressing questions which may arise from bidders and addenda items as necessary.
10. Construction phase services are not included in the scope of this proposal.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to a maximum budget in accord with the following amounts:

TASK 1: Runway 8-23 Electrical Design/Bid.....	\$40,600
TASK 2: Taxiway B Electrical Design/Bid.....	\$ <u>4,000</u>
Total Budget.....	\$44,600

Services are billed monthly according to the work complete. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.

A handwritten signature in black ink, appearing to read 'Mark E. Ziemer', with a long, sweeping horizontal stroke extending to the right.

Mark E. Ziemer, P.E.

Senior Electrical Engineer



April 9, 2025

Kyle Nelson, PE
Engineer, Airport Planning and Design
Short Elliott Hendrickson Inc.

651.900.0016 mobile

RE: MOT Runway 8-26 & TW B Survey

Dear Kyle,

We would like to thank you for asking Ulteig Operations, LLC and our affiliates (collectively, "Ulteig", "we" or "us") to provide this agreement (the "Agreement") for Land Surveying Services (the "Services") in connection with the above-referenced project (the "Project") for Short Elliot Hendrickson Inc. (the "Client") (Ulteig and the Client are each a "Party" and together the "Parties"). We are pleased to have the opportunity to be of service to you with respect to the Project. We, like you, value clear and timely communication. In that spirit, the purpose of this Agreement is to memorialize our understanding of the Project, as well as the terms and conditions by which we will provide Services to you.

1. SERVICES

The scope of Services will be as set forth in "Exhibit A" to this Agreement (the "Scope of Services"). Any services not specifically set forth in the Scope of Services constitute "Additional Services," and, unless otherwise agreed, will entitle Ulteig to additional compensation calculated on an hourly basis under Ulteig's fee schedule currently in effect. The fees set forth below (the "Fees") are based on the Services set forth in the Scope of Services, and the assumption that you will authorize the Services within thirty (30) days of the date of this Agreement. The Fees are subject to increase if you do not authorize the Services within such time.

2. FEES

You agree to pay us our usual and customary hourly rates for providing the Services. A copy of our current rate sheet is attached as "Exhibit C." Ulteig's hourly rates are subject to adjustment from time to time and may be affected by factors such as unusual time constraints and overall value of the Services. You acknowledge and agree that any estimates set forth in the Scope of Work or otherwise provided by Ulteig to you are only estimates and that Ulteig will not be bound or limited by any such estimates.

3. REIMBURSABLE EXPENSES

Reimbursement for certain items, such as travel expenses, long distance calls, facsimile service, photocopying, and computerized research are not included in the Fees. These expenses, if incurred, will be advanced by us, and then billed to you.

4. SCHEDULE

Any milestones or specific dates for completion of the Services will be as set forth in "Exhibit A." The Fees assume that there will be no material delays that prevent the completion of the Services



according to the milestones or specific dates set forth in “Exhibit A.” The Fees are subject to modification in the event of any delays, except for any delays that are caused solely by Ulteig.

5. TERMS AND CONDITIONS

This Agreement includes and incorporates Ulteig’s current Standard Terms and Conditions for Professional Services (the “Terms and Conditions”) which are set forth in “Exhibit B” attached hereto and incorporated by reference herein. The Terms apply as if fully set forth in this Agreement. In the event of any conflict between the Terms and the contents of this letter (including, without limitation, a Scope of Services or the Schedule), the Terms will control. By your signature below you agree and consent to the Terms and acknowledge that you understand that the Terms are part of this Agreement.

We look forward to working with you on this matter. We appreciate your confidence in us and the opportunity to serve you. If you have questions, please feel free to call us. If this Agreement meets with your approval, please sign and date below. This Agreement will be effective as of the date of your execution (the “Effective Date”).

Sincerely,
ULTEIG OPERATIONS, LLC

APPROVED AND AGREED
Short Elliot Hendrickson Inc.

A handwritten signature in black ink, appearing to read "Kurt M. Kisch".

NAME: Kurt M. Kisch
TITLE: Senior Manager - Survey

NAME:
TITLE:
DATE:



EXHIBIT A SCOPE OF SERVICE TOPOGRAPHIC SURVEY

ULTEIG PROPOSAL NUMBER P#25.01296

PROJECT NAME MOT RW 8-26 & TW B FINAL DESIGN TOPO

SCOPE

Ulteig shall conduct and coordinate a topographic survey of the MOT RW 8-26 and TW B Final Design areas provided by SEH Engineering, Minot, North Dakota. The survey shall include the following information as outlined below.

1. The Topographical Survey will include the following items:
 - a. Establish two on-site benchmarks from a recognized vertical control datum.
 - b. Ground elevation contours at a one-foot interval.
 - c. Spots elevation at approximately 25-50-foot spacing along, edges of pavement and across the proposed survey area.
 - d. Visible improvements within those areas and within 25 feet of the survey area, such as structures, lights and pavement.
 - e. Location of visible utilities combined with results of private utility locating service as provided by FAA.
 - f. The survey will be based on North Dakota North NAD 83, International feet, grid.
2. The Certificate of Survey drawing will include the following items:
 - a. Results of survey and topographical information

SCHEDULE

Upon receipt of the written authorization to proceed, Ulteig will promptly schedule the work.

DELIVERABLES

1. Certificate of Survey drawing in PDF and DWG format..

FEES

1. **RW 8-26 Final Fee Estimate of \$38,900.00** (based on our current rate schedule)
2. **TW B Final Fee Estimate of \$29,900.00** (based on our current rate schedule)

CONDITIONS AND ASSUMPTIONS

The following conditions and assumptions are an integral part of the proposal:
The client will provide Ulteig with a copy of the latest ALP prior to commencing survey.

ADDITIONAL SERVICES

Meetings

All meetings to be attended by Ulteig at the request of the client will be invoiced on an hourly basis. This category relates to Client/Ulteig and Government/Ulteig meetings and hearings.



Exhibit B - Ulteig Standard Terms and Conditions for Professional Services

1. Ulteig will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services provided under similar conditions at the same time and in a similar locale. Ulteig will be responsible for the technical accuracy of the Services and related work-product. If notified of any deficiency within one (1) year after the Services are delivered, Ulteig will correct any material technical inaccuracies in its Services or related work-product without additional compensation, except to the extent such inaccuracies are attributable to deficiencies in Client-furnished information or otherwise the fault of Client. THE FOREGOING REMEDIES CONSTITUTE CLIENT'S EXCLUSIVE REMEDY AND ULTEIG'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS PARAGRAPH 1. ULTEIG MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
2. Ulteig will prepare invoices using Ulteig's standard invoicing practices to be submitted to Client monthly. Invoices are due and payable upon receipt. If Client fails to make such payment within thirty (30) days after receipt, Ulteig will charge interest at the lesser of 1.5% per month or the maximum rate of interest permitted by law beginning date the invoice was received. Any late payments will be credited first to interest and then to principal. Ulteig may, after giving seven (7) days' written notice to Client, suspend the Services until Client pays to Ulteig all amounts due in full. Additionally, Client will owe Ulteig any costs incurred to collect late payments from Client.
3. The obligation to provide further Services under the Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement through no fault of the terminating Party. However, the Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice. If either Party has terminated Services, the termination will not affect any rights or remedies of either Party against the other then existing or which may thereafter accrue.
4. The obligation to provide further Services under the Agreement may be terminated by Ulteig immediately upon written notice to Client if: (a) Ulteig believes that Client has requested Ulteig to furnish or perform Services contrary to Ulteig's responsibilities as a licensed professional; (b) Client files a voluntary petition seeking relief under the United States Bankruptcy Code or there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court; or (c) if Ulteig's ability to perform or provide the Services is delayed or suspended for more than sixty (60) days for any reason beyond Ulteig's control. Ulteig will have no liability to Client on account of a termination under this Paragraph 4.
5. In the event of any termination of this Agreement, Client will pay Ulteig for all Services performed and all Reimbursable Expenses incurred by Ulteig through the effective date of such termination.
6. Other than any cost, loss, or damages that is proven to have been caused by the sole negligence of Ulteig, Ulteig will not be liable to Client or anyone claiming by, through, or under Client for any cost, loss, or damages caused, in whole or in part, by the negligence of any entity or individual under the Agreement or in any way relating to the Services.
7. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement: (a) the Parties and their officers, directors, employees, agents, and consultants will not be liable to one another or any third party for any loss of use, revenue or profit, or for any special, incidental, indirect, consequential, exemplary or punitive damages whether arising out of breach of contract, tort (including negligence), professional errors or omissions, strict liability, any warranty express or implied, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any remedy of its essential purpose; and (b) the total liability, in the aggregate, of Ulteig and Ulteig's officers, directors, employees, agents, and consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages arising out of, resulting from, or in any way related to the Project, the Services or the Agreement from any cause or causes will not exceed the total compensation paid by Client to Ulteig under the Agreement. This limitation applies to all liability or causes of action unless otherwise prohibited by law.
8. The Agreement may only be amended, supplemented, modified, or canceled by a written instrument signed by the Parties. The Agreement is to be governed by North Dakota law. Any dispute between the Parties that cannot be resolved through alternative dispute resolution will be venued in a court of competent jurisdiction in Fargo, North Dakota. The Agreement constitutes the entire agreement between Client and Ulteig and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral. If any legal action or proceeding is brought by Ulteig to enforce the Agreement, Ulteig will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which Ulteig may be entitled.



EXHIBIT C **2025 Hourly Rate Schedule** **for Civil & Survey** **Effective January 1, 2025**

Engineer	2025	Survey	2025
Engineering Intern	\$100.00	Survey Technician Intern	\$90.00
Graduate Engineer	\$135.00	Survey Technician	\$115.00
Design Engineer	\$145.00	Lead Survey Technician	\$130.00
Engineer	\$175.00	Senior Survey Technician	\$145.00
Lead Engineer	\$195.00	Survey Crew Chief	\$145.00
Senior Engineer	\$225.00	Land Surveyor-in-Training	\$150.00
Principal Engineer	\$235.00	Land Surveyor	\$170.00
Drafter & Technician		Lead Land Surveyor	\$175.00
CADD Technician Intern	\$90.00	Senior Land Surveyor	\$220.00
CADD Technician I	\$115.00	Principal Land Surveyor	\$235.00
CADD Technician II	\$125.00	Construction Management	
CADD Lead	\$125.00	Construction Inspector I	\$125.00
Senior CADD Lead	\$135.00	Construction Inspector II	\$135.00
Engineering Technician	\$125.00	Construction Inspector IIII	\$155.00
Designer	\$145.00	Construction Manager	\$170.00
Lead Designer	\$155.00	Senior Construction Manager	\$215.00
Senior Designer	\$175.00	Planning & Environmental	
Project Management		Environmental Intern	\$85.00
Project Coordinator	\$125.00	Environmental Technician	\$100.00
Senior Project Coordinator	\$140.00	Environmental Specialist	\$125.00
Project Analyst	\$135.00	Lead Environmental Specialist	\$165.00
Senior Project Analyst	\$155.00	Senior Environmental Specialist	\$211.00
Project Controls Specialist	\$165.00	Principal Environmental Specialist	\$232.00
Senior Project Controls Specialist	\$210.00	Data Scientist	\$136.00
Associate Project Manager	\$150.00	Lead Data Scientist	\$186.00
Project Manager	\$195.00	Senior Data Scientist	\$204.00
Senior Project Manager	\$225.00	Planner	\$140.00
Program Manager	\$220.00	Lead Planner	\$160.00
Senior Program Manager	\$225.00	Senior Planner	\$220.00
GIS		Cultural Resource Intern	\$85.00
GIS Technician	\$120.00	Cultural Resource Technician	\$100.00
GIS Analyst	\$145.00	Cultural Resource Specialist	\$125.00
Lead GIS Analyst	\$170.00	Lead Cultural Resource Specialist	\$150.00
Senior GIS Analyst	\$180.00	Senior Cultural Resource Specialist	\$196.00
Right-of-Way		Principal Cultural Resource Specialist	\$220.00
Right-of-Way Document Specialist	\$105.00	Other Classifications	
Right-of-Way Specialist I	\$115.00	Clerical	\$65.00
Right-of-Way Specialist II	\$130.00	Staff Support	\$85.00
Lead Right-of-Way Specialist	\$150.00	Principal	\$250.00
Senior Right-of-Way Specialist	\$170.00	Mobilization	\$53.00
Right-of-Way Manager	\$225.00		

Reimbursable Expenses			
Subcontractors/Subconsultants	Cost	Staking:	
Survey Vehicle	\$0.75/mile	Hubs	\$0.95/each
Car/Pickup	IRS Rate/mile	Lath	\$1.40/each
Utility Vehicle	\$205.00/day	Posts	\$5.00/each
Drone, Scanning, Remote Sensing	\$80.00/hour	Rebar	\$1.50/each
Meals (Per Diem)	\$65.00/day	Rebar with Caps	\$2.00/each
Travel and Other Misc. Out-of-Pocket	Cost	Section Corner Monuments	\$6.00/each
GPS Rover (1 unit & controller)	\$28.00/hour		
GPS Rover (2 units & controller)	\$49.00/hour		
Robotic Total Station	\$39.00/hour		



Central Trenching Inc
5200 7th Ave SW
Minot, ND 58701-2800

PROPOSAL

April 7th, 2025

Adinda Van Espen

PROJECT: Hydrovac at the Minot International Airport

Estimated Pricing: \$375/hr approx. 16 hrs = \$6,000

PRICE INCLUDES:

- Hydrovac truck (2) 8 hr days

PRICE DOES NOT INCLUDE:

- Anything outside of the above proposed scope of project

Authorized Signature

William Houim - President
Central Trenching Inc

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance _____

Signature _____

Title _____

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot, North Dakota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective August 31, 2021, this Supplemental Letter Agreement dated April 11, 2025, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Taxiway B Realignment and Reconstruction - Design.

Client's Authorized Representative: Jennifer Eckman, Airport Director

Address: Minot International Airport (MOT), 305 Airport Road, Suite 216, Minot, North Dakota 58703

Telephone: 701.857.4724

email: Jennifer.eckman@minotnd.org

Project Manager: Adinda Van Espen

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

Telephone: 320.428.3654

email: avanespen@sehinc.com

Scope: The Services to be provided by Consultant are included in Attachment A.

Schedule: Services to be initiated at the direction of the City of Minot, with a service completion date no later than June 30, 2026. A schedule is included in Attachment A.

Payment: The lump sum fee is \$451,000.00 including expenses and equipment. See Attachment B reflecting a detailed estimate of labor, fees, and expenses.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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

Short Elliott Hendrickson Inc.

City of Minot

By: 

Full Name: Shawn McMahon

Title: Principal

By: _____

Full Name: _____

Title: _____

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

ATTACHMENT A
Minot International Airport (MOT)
Minot, North Dakota
Taxiway B Realignment and Reconstruction – Design
AIP 3-38-0037-077-2025
Scope of Work – Design

General:

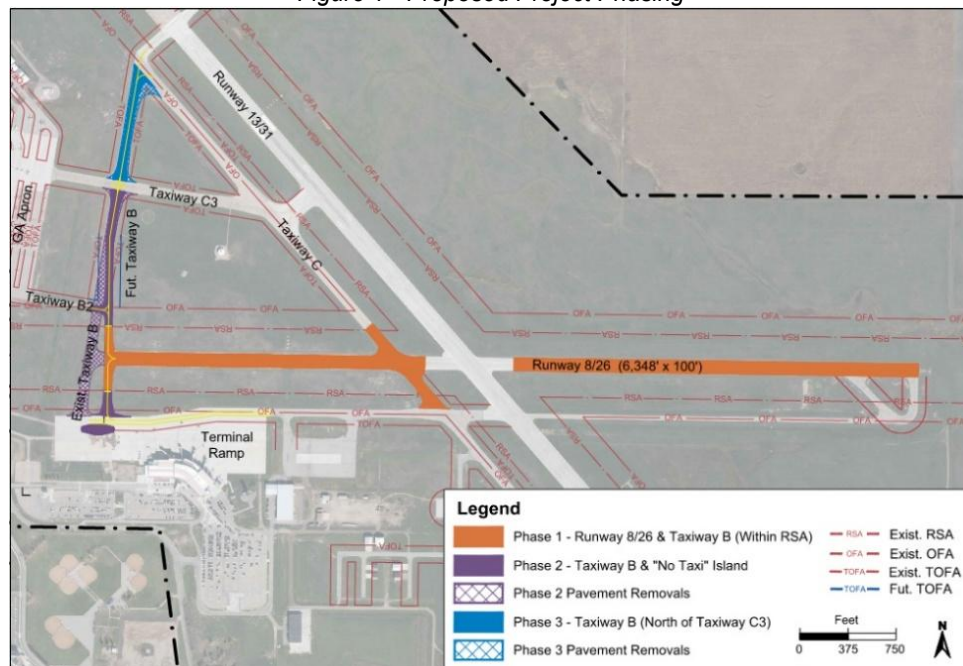
This project includes the design of the realignment and reconstruction of Taxiway B. This project will resolve an existing Hot Spot (Hot Spot 1) to crosswind Runway 8/26. Hot Spot 1 is an in-line taxiway to the Runway 8 end, in addition to the intersection with Taxiway B not being at a 90-degree angle with the runway end. Alternatives for the removal of Hot Spot 1 and the ultimate alignment of Taxiway B were studied in the recent 2024 Phase 1 Design Alternatives Study planning project

The project will include the removal of the existing bituminous pavement section and lighting infrastructure, and the reconstruction of a new bituminous taxiway at the proposed alignment that was determined in the Ph.1 Design Alternatives Study. This project will also include the installation of draitile along the edge of the taxiway to improve drainage and installation of new taxiway edge lighting (along the new taxiway and around the new “no taxi” island). There may be some impacts to FAA infrastructure (i.e. existing wind sensing equipment). This project includes a discovery meeting with affected agencies to review potential impacts.

A separate proposal will be prepared for the design of the Runway 8-26 rehabilitation project which includes rehabilitation of the runway in the form of a mill and overlay. Although these two projects will be scoped separately, it is our assumption that both will be designed and constructed concurrently, unless funding dictates otherwise.

Figure 1 below shows the proposed construction phasing of these projects. It is assumed that this scope of work includes all the Phase 2 & 3 items.

Figure 1 - Proposed Project Phasing



The Taxiway B pavement is deteriorating and is in need of reconstruction. The 2021 Pavement Condition Index (PCI) report for these sections range from 38-53. Pavement distresses noted in the last PCI inspection include alligator cracking, depressions, longitudinal and transverse cracking, raveling and weathering. The construction of the last major pavement project on Taxiway B occurred in 1990 (5" overlay), with the only documented rehabilitation since then consisting of regular crack sealing.

Included in the project would be the complete removal of the existing pavement section of the existing Taxiway B corridor, along with associated circuitry, lighting, signage, and drain tile. A new bituminous pavement section, meeting FAA requirements, will be designed and constructed. Based on the 2024 Phase 1 Design Alternatives Study, it is anticipated that the proposed pavement section will need to accommodate aircraft exceeding 100,000 lbs (TDG 3) to match the critical aircraft for Runway 13/31 (i.e. B737, A320). Pavement design will include fillets to the Terminal Ramp to allow aircraft to efficiently turn onto the Terminal Ramp.

Along with the full section reconstruction of Taxiway B, installation of new taxiway edge lights, signage, conduit/circuitry, and drain tile will also be included. SEH will also evaluate and include an alternate phase for the removal of the Taxiway B pavement and electrical infrastructure between Taxiway C3 and Taxiway C (blue phase depicted in Figure 1). Finally, the project includes modifications to the Terminal Ramp to install the proposed "No Taxi" island to limit direct access to Runway 8-26. These modifications will include pavement markings and in-pavement taxiway edge lights denoting the no-taxi pavement. Conductors for the proposed in-pavement lights would likely be installed via the "saw-kerf" method to limit pavement removals on the Terminal Ramp.

SEH acknowledges that, per North Dakota Century Code (Section 48-01.2-06), the taxiway lighting project may be required to be bid as a separate bid package, including stand-alone plans and specs. Based on previous bidding experience of similar projects, SEH anticipates this scope of work to be bid in (1) package.

Contractor access is anticipated to be provided via construction access gates on the west side of the airfield. The phasing plan and schematics will be presented in the Engineer's Design Report. Specific safety and phasing details to be discussed and studied in the Engineer's Design Report include:

- Phasing and Sequencing
- Construction Limits
- Haul Routes
- Contractor Staging Areas
- Anticipated Impacts to Airport Users (Instrument Procedures, Closures, Etc.)

As this is intended to be a design only grant, an FAA closeout report will be prepared under this scope as part of these projects. Additionally, an FAA annual reporting document will be prepared and submitted. Construction administration services will be included in subsequent work orders.

Proposed project schedule:

April 21, 2025	City of Minot consideration of design contract
May 2025-May 2026	Design
➤ September 15, 2025	30% Design Submittal
➤ December 15, 2025	60% Design Submittal
➤ March 31, 2026	90% Design Submittal
September 15, 2025	Submit 30% CSPP to FAA (discuss project direction and need for SRM Panel)
December 15, 2025	Submit 60% Engineer's Design Report (EDR) and CSPP to FAA
March 31, 2026	Submit 90% Plans and Specifications, EDR, and CSPP to FAA
May 2026	Final plans and specifications posted for bidding (design contract complete)
June 2026	Bid opening
June 2026	City of Minot consider construction administration contract and contract award contingent upon grant reception
June 2026	Grant application submittal
June 2026	Start construction administration contract
Spring 2027	Construction

Project Deliverables:

The project deliverables include the following:

1. Final Scope
2. Environmental determination (Categorical Exclusion) – for construction efforts
3. Engineer's Design Report
 - a. Including Construction Safety and Phasing Plan (CSPP) and Construction Safety Plan Narrative (CSPN)
 - b. 7460/Airspace Submittal
4. Construction drawings
5. Bidding documents
6. FAA Plan and Specification review
7. Bidding and contract award recommendation

1. Project Formulation

- 1.1 Scoping, Review, and Coordination** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Minot International Airport (MOT) (Sponsor) to develop the appropriate scope of work approved by funding partners. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and NDAC for review and will be updated based on input received.
- 1.2 Project Formulation** – SEH will complete the project and grant pre-application documentation, environmental review submittals, cost breakdowns, and eligibility determinations for the approved scope of work.
- 1.3 FAA Grant Initiation Documentation** – SEH will complete the project and grant pre-application documentation and associated preliminary cost breakdowns.

2. Preliminary Design

- 2.1 Geotechnical Analysis** – Additional geotechnical borings and cores will be taken at various locations along Taxiway B by SEH's subconsultant. The subconsultant's proposal for this specific effort is attached. SEH will provide escorting and oversight during the boring and coring operation. This is estimated to take two working days. SEH's scope of work also includes development and submittal of the FAA Form 7460 for completion of the geotechnical work and review of the final report. The boring logs, core analysis, and narrative report will be used to verify existing pavement conditions and future pavement design. Review of the report is included in this scope.
- 2.2 Topographic Survey** – A topographic survey will be completed in the area of the proposed taxiway realignment configuration by SEH's subconsultant. The subconsultant's proposal for this specific effort is attached. SEH will provide escorting and oversight during the survey operation. This is estimated to take 5 working days. The survey will include all future TSA grades, pavement grades, pavement edges, drainage structures, utility information, airfield lighting, and other necessary features. Review of the survey data is included in this scope.
- 2.3 Environmental Determination/CATEX** – SEH will complete a request for environmental Categorical Exclusion (CATEX) for project. It is anticipated a documented CATEX will be required. This scope of work will include reviewing historical and previously completed data, preparing the CATEX form, coordinating with FAA, and responding to FAA comments as necessary.
- 2.4 Airport Layout Plan (ALP) Update – Pen & Ink** – SEH will coordinate a Pen & Ink ALP sheet update for submission to the FAA. SEH will prepare a draft sheet update for agency review and coordinate one 1-hour virtual review meeting with the FAA, airport staff, and NDAC.

3. Engineer's Design Report

- 3.1 Engineer's Design Report** – SEH will prepare an Engineer's Design Report (EDR) according to FAA requirements. The EDR will be submitted to FAA for review at 60% and 90%. The report will be completed to include the following information:
- 3.1.1 Scope of Work** – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project. Three meetings are estimated with sponsor and/or FAA to review the project.
- 3.1.2 Photographs** – SEH will coordinate with MOT staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.
- 3.1.3 Applicable AIP Standards** – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars.
- 3.1.4 Airport Operational Safety Considerations** – SEH will develop a Construction Safety and Phasing Plan (CSPP) and a Construction Safety Plan Narrative (CSPN), and confirm with sponsor and FAA, to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction. Special attention will be taken for the impacts at intersections. The CSPP and CSPN will be delivered to FAA for review and comment at the 60% and 90% design stage. After the 30% submittal stage, it will be determined if a Safety Risk Management (SRM) Panel is required. An optional task is included in the scope if an SRM Panel is determined to be required (Task 10.1).
- As part of the EDR completion and CSPP submittal, a list of local, airport, and FDC NOTAMS will be drafted.

- 3.1.5 Pavement Design** – SEH will utilize previously obtained geotechnical information as well as the new information obtained during preliminary efforts, most recent PCI report date, and project as-built information to evaluate the current pavement condition and proposed design criteria. FAARFIELD analysis will be completed to validate the new pavement design. Pavement thickness will be verified with FAA and the airport based on current fleet mix.
- 3.1.6 Drainage Design** – Drainage away from taxiway pavement and intersections will be analyzed during design. Crowned slopes are anticipated across the taxiway alignment. Initial requirements for grading will be discussed in the EDR. New draitile will be installed to improve subsurface drainage. The existing stormwater infrastructure will be inventoried and evaluated throughout final design, and improvements will be implemented into the design where necessary.
- 3.1.7 Airfield Lighting and Signage** – Design of new elevated Medium Intensity Taxiway Lighting (MITLs) will be included in this project as well as in-pavement lighting around the proposed taxiway island. Additionally impacted lights and signs will be identified for covering and/or deactivation during closures.
- 3.1.8 Navigational Aids** –SEH design team will confirm information obtained during previous studies concerning the navigational aids associated with Runway 8-26 that would be impacted during closures. All affected navigational aids and ownership will be included in the report in table format. There are preliminary discussions taking place about the potential impacts to FAA owned equipment. A reimbursable agreement may be necessary for this project. This will be explored and confirmed as part of the design report.
- 3.1.9 Pavement Marking** – SEH will develop a pavement marking plan and details for affected work areas as part of reconstruction to be included as part of the report. SEH will submit the sign and marking plan to ACSI for review. This task includes one round of addressing ACSI comments."
- 3.1.10 Environmental Considerations** – As scoped in Task 2.3, SEH will complete a request for environmental Categorical Exclusion (CATEX) for the project. It is anticipated a documented CATEX will be required. SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with erosion control plans, if required for contractor to procure. This task also includes Cultural Resource coordination efforts to evaluate potential cultural resource impacts as a result of the project.
- 3.1.11 Existing Utilities** – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the project area.
- 3.1.12 Miscellaneous Work Items** – SEH will provide a narrative to address other work components of the project, such as turf establishment, site access, and other related work items.
- 3.1.13 Benefit Cost Analysis** – The proposed pavement will be bituminous. A detailed benefit cost analysis (BCA) will not be required.
- 3.1.14 Modification to AIP Design Standards** – No modifications to design standards are anticipated, but this task will explore all preliminary design items to confirm that no modifications to design standards will be requested.
- 3.1.15 AIP Non-Eligible Work Items** – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.

- 3.1.16 Disadvantaged Business Enterprise (DBE)** – The current status of the Sponsor's DBE program and project requirements will be identified and included in the report. SEH will assist Sponsor in determining goal and good faith effort determinations, as well as including specification language in bidding documents.
- 3.1.17 Project Schedule** – SEH will develop a schedule and associated chart to identify the project schedule and milestones during the design and bidding process.
- 3.1.18 Engineer's Estimate of Probable Cost** – SEH to provide an itemized summary of the engineer's estimate of probable construction costs. Any ineligible work components will be called out separately. Local, state, and federal funding sources will be shown.
- 3.1.19 Preliminary Project Budget** – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

4. Construction Drawings

Final design and construction drawings will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Briefs, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

- 4.1 Environmental Coordination and Permits** – SEH will refine the Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer's Design Report. Additionally, the scope of work includes coordination of the following permits, but is not limited to:
- North Dakota Pollution Discharge Elimination System permit application
- 4.2 Construction Safety and Phasing Plan Development** – SEH will refine and update the Construction Safety and Phasing Plan (CSPP) that was developed as part of the Engineer's Design Report. SEH will meet with MOT staff, FAA staff (including ADO and Tech Ops), airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The EDR CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A review and coordination meeting will be held with MOT and FAA prior to the 7460 submittal to limit closure times and impact to IFR procedures. A figure will include points of interest requested by FAA, including RSA, OFZ, and TOFA. A final CSPP will be uploaded for FAA airspace review via the 7460 OE/AAA review process.
- 4.3 Construction Plan Sheets** – Specific plan sheets to be developed and included in the plan set are as follows:
- Title Sheet
 - Construction Safety Plan
 - Construction Phasing Plan
 - Terminal Access Route Plan
 - Statement of Estimated Quantities
 - Details and Construction Notes
 - Utility Locations Plan (showing impacts to lights, sign, NAVAIDS, and markings)
 - Typical Section(s)
 - Removal Plan
 - SWPPP
 - Erosion Control Plan and Details
 - Topography/Grading Plan
 - Plan/Profile drawings for new pavement
 - Storm Sewer Plan and Details
 - Drainage Plan and Details

- Cross Sections
- Pavement Jointing Plan and Details
- Pavement Marking Plan and Details
- Electrical Removal Plan
- Electrical Plan – Taxiway B
- Electrical Plan – Terminal Apron No Taxi Island
- Electrical Details

4.4 Quality Control Site Visit – SEH will conduct a quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents, and overall impacts to airport infrastructure. It is anticipated that the Project Manager and Project Engineer (Project Engineer III) attend.

5. Construction Bidding Documents

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

5.1 Construction Bidding Documents – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, bid alternatives (if applicable), State and Federal requirements, wage rates, required FAA standard contracts and clauses, DBE goals and GFE, and special provisions.

5.2 Construction Technical Specifications – This task includes creation of construction technical specifications for the project. These specifications will be created from the FAA Advisory Circular 150/5370-10H - Standard Specifications for Construction of Airports and modified for the project. Specifications will be edited individually to meet project requirements.

5.3 Construction Management Plan (CMP) – A Construction Management Plan (CMP) and reporting program will be prepared per FAA guidelines.

6. FAA Construction Plans and Specifications Review

6.1 FAA Submittal Coordination – SEH will coordinate with the FAA for submittal of the 60% and 90% EDR, a complete set of construction plans, and specifications for FAA review. This task includes preparation of these submittal packages.

6.2 FAA Comment Review Meeting – SEH will coordinate two one-hour virtual meetings to review all FAA comments on the design submittal documents. It is anticipated that there will be one meeting at 60% milestone and one meeting at the 90% milestone. This meeting is anticipated to be attended by the Project Manager, Project Engineer (Project Engineer III), and Project Planner (Project Planner III).

6.3 Address FAA Comments – SEH will prepare documentation to track any comments received and address comments as needed. There will be (1) 1-hour virtual meeting planned to follow up on comments following SEH's responses.

7. Quality Control Review

7.1 Quality Control Review – This task includes quality control reviews of the project plans and specifications, quantity determinations, and construction cost estimates. An on-site plan review with MOT staff is included. It is anticipated that the Project Manager and Project Engineer (Project Engineer III) will be in attendance.

8. Bidding and Contract Award Recommendation

- 8.1 Bidding Services** – SEH will assist the Sponsor with obtaining construction bids for the identified bid package. SEH will take questions from prospective bidders throughout the bidding process and if needed, will clarify questions with an addendum. This also includes an on-site pre-bid meeting, which will include a presentation, tour and meeting minutes that will be shared in an addendum. The meeting is anticipated to be attended by the Project Manager and Project Engineer (Project Engineer III).
- 8.2 Bid Opening** – SEH will assist, virtually, with the electronic opening of contractor bids.
- 8.3 Bid Review, Recommendation, and Award** – After bid opening, SEH will review for bid completion, develop a bid tab for bid comparison, and make a recommendation to the Sponsor on award of the construction contract for. SEH will also assist the Sponsor with applying for a grant from the Federal Aviation Administration.

9. Project Management

This task includes the overall project management of Work Elements 1 through 8 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

- 9.1 Design Team Meetings** – This task includes bi-weekly, internal meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that these will be one-hour meetings that will take place over a 12-month period.
- 9.2 Owner Meetings** – This task includes monthly project coordination meetings between SEH and MOT airport staff to discuss project progress, schedule, updates, and foster collaboration. It is anticipated that 10 virtual (one-hour) meetings will take place throughout a 12-month period. It is anticipated that two of the meetings will take place onsite, with SEH staff traveling from St. Paul.
- 9.3 Agency Meetings** – This task includes meetings between the design team, North Dakota Aeronautics Commission, FAA ADO, FAA Tech Ops, FAA ATC Tower manager, MOT staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. This also includes a one-hour discovery meeting with the FAA to discuss potential impacts to FAA infrastructure.
- 9.4 City of Minot Council Meetings** – This task includes attendance at up to two City of Minot City Council meetings/workshops to provide project updates. Two, two-hour meetings are included requiring Principal, Project Manager, and Planner attendance.
- 9.5 FAA Annual Reporting** – SEH will complete the required FAA annual report starting with grant acceptance through grant closeout. It is anticipated that 2 annual reports will need to be prepared and submitted.
- 9.6 FAA Closeout Report** – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work.
- 9.7 General Project Management** – This task includes general project coordination, documentation, and administration, including maintaining project documentation and administrative tasks related to invoicing.

10. Optional Tasks

The following tasks are included in the scope of work but will be authorized individually by the Airport. If not authorized by the Airport in writing, work will not proceed, and the Airport will not be billed for these items.

10.1 Safety Risk Management (SRM) Panel – This task will be completed if the FAA ADO requires an SRM Panel. This task includes a meeting facilitated by the FAA to gather input from stakeholders on the upcoming project phasing before the 90% design submittal (anticipated at 45% design milestone). SEH's effort to prepare for this meeting, as described in the Runway 8-26 scope of work, is included in the Runway 8-26 fee.

Subconsultants performing work under this proposal include the following:

1. **Braun Intertec.** All geotechnical engineering associated with the project will be performed by Braun Intertec out of Bismarck, North Dakota.
2. **Barr Engineering.** Airfield electrical design for the project will be performed by Barr Engineering out of Minneapolis, Minnesota.
3. **Ulteig.** All survey work associated with the project will be performed by Ulteig out of Bismarck, North Dakota.

Clarifications:

- Flights for travel are between MSP and MOT using commercial service airlines
- SEH is assuming that the identified scope of work will be publicly bid as (1) package for all disciplines.

Exclusions:

- Construction inspections
- Construction administration
- Contractor coordination
- Post design services
- Project record drawings
- Design services for potential FAA infrastructure impacts

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
TAXIWAY B REALIGNMENT AND RECONSTRUCTION - DESIGN
ENGINEER'S DESIGN REPORT, FINAL DESIGN, AND PLANS AND SPECIFICATIONS, BIDDING
MINOT INTERNATIONAL AIRPORT (MOT)
MINOT, NORTH DAKOTA

Task No.	Task Description	Principal	Project Manager	Senior Engineer VI	Project Engineer III	Project Engineer I	Senior Planner VI	Project Planner III	Natural Resource Scientist	Water Resources Engineer	Senior Technician IV	Senior Designer IV	Administrative Assistant
1. Project Formulation													
1.1	Scoping, Review, and Coordination	1	4	2	2		1	2					
1.2	Project Formulation	1	4	2	2		1	2					
1.3	FAA Grant Initiation Documentation		4		4	2		1					
2. Preliminary Design													
2.1	Geotechnical Analysis		2		32	2		2					
2.2	Topographic Survey		2		40	2							
2.3	Environmental Determination/CATEX		1					8	2				
2.4	Airport Layout Plan (ALP) Update - Pen & Ink		1		4		4	8					
3. Engineer's Design Report													
3.1	Engineer's Design Report	2	20	8	40	80	8	20	8	16	60	60	6
	Including:												
	3.1.1 Scope of Work												
	3.1.2 Photographs												
	3.1.3 Applicable AIP Standards												
	3.1.4 Airport Operational Safety Considerations												
	3.1.5 Pavement Design												
	3.1.6 Drainage Design												
	3.1.7 Airfield Lighting and Signage												
	3.1.8 Navigational Aids												
	3.1.9 Pavement Marking												
	3.1.10 Environmental Considerations												
	3.1.11 Existing Utilities												
	3.1.12 Miscellaneous Work Items												
	3.1.13 Benefit Cost Analysis												
	3.1.14 Modification to AIP Design Standards												
	3.1.15 AIP Non-Eligible Work Items												
	3.1.16 Disadvantaged Business Enterprise (DBE)												
	3.1.17 Project Schedule												
	3.1.18 Engineer's Estimate of Probable Cost												
	3.1.19 Preliminary Project Budget												
4. Construction Drawings													
4.1	Environmental Coordination and Permits		2			4				12	1		
4.2	Construction Safety and Phasing Plan Development		4			10	2	4			24		
4.3	Construction Plan Sheets		20	60	80	120		40		20	120	200	
	Including:												
	Title Sheet												
	Construction Safety Plan												
	Construction Phasing Plans												
	Terminal Access Route Plan												
	Statement of Estimated Quantities												
	Details and Construction Notes												
	Utility Locations Plan												
	Typical Section(s)												
	Removal Plan												
	SWPPP												
	Erosion Control Plan and Details												
	Topography/Grading Plan												
	Plan/Profile Drawings												
	Storm Sewer Plans and Details												
	Draintile Plan and Details												
	Cross Sections												
	Pavement Jointing Plan and Details												
	Pavement Marking Plans and Details												
	Electrical Removal Plan												
	Electrical Plan - Taxiway B												
	Electrical Plan - Terminal Apron No Taxi Island												
	Electrical Details												
4.3	Quality Control Site Visit		12		12								2
5. Construction Bidding Documents													
5.1	Construction Bidding Documents		16		16								8
5.2	Construction Technical Specifications		8	16	16								4
5.3	Construction Management Program (CMP)		4			8							1
6. FAA Construction Plans and Specifications Review													
6.1	FAA Submittal Coordination		4	2	16			2					4
6.2	FAA Comment Review Meeting		2		2			2					
6.3	Address FAA Comments	2	8	2	2	16							
7. Quality Control Review													
7.1	Quality Control Review	8	20	8	12		2	4	2	12			
8. Bidding and Contract Award Recommendation													
8.1	Bidding Services		20		20	4					4		2
8.2	Bid Opening		4		4								2
8.3	Bid Review, Recommendation, and Award	1	4		4	4							2
9. Project Management													
9.1	Design Team Meetings		12		12	12		12	6	6	12	12	
9.2	Owner Meetings	5	10	5	10		5	5					
9.3	Agency Meetings	2	8	2	8	2	8	8			2	2	
9.4	City of Minot Council Meetings	4	4		4								
9.5	FAA Annual Reporting		2			2							
9.6	FAA Closeout Report		4		4	8		2					2
9.7	General Project Management	4	32	6									32
	Total hours per labor category	30	238	113	346	276	31	122	18	66	223	274	65

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	30	\$ 92.45	\$ 2,773.50
Project Manager	238	\$ 74.28	\$ 17,678.64
Senior Engineer VI	113	\$ 87.91	\$ 9,933.83
Project Engineer III	346	\$ 58.73	\$ 20,320.58
Project Engineer I	276	\$ 47.39	\$ 13,079.64
Senior Planner VI	31	\$ 94.66	\$ 2,934.46
Project Planner III	122	\$ 55.67	\$ 6,791.74
Natural Resource Scientist	18	\$ 70.24	\$ 1,264.32
Water Resources Engineer	66	\$ 81.03	\$ 5,347.98
Senior Technician IV	223	\$ 51.98	\$ 11,591.54
Senior Designer IV	274	\$ 63.93	\$ 17,516.82
Administrative Assistant	65	\$ 48.72	\$ 3,166.80
Total Direct Labor Costs:	1,802		\$ 112,399.85
Direct Salary Costs plus Overhead			\$ 214,773.63
Total Labor Costs			\$ 327,173.48
Fixed Fee on Labor Costs (15%)			\$ 49,076.02

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Flight	18	\$ 1,000.00	\$ 18,000.00
Per Diem	5	\$ 200.00	\$ 1,000.00
Computer Charge	1,802	\$ 6.00	\$ 10,812.00
Reproductions / Miscellaneous	1	\$ 500.00	\$ 500.00
Subconsultant - Braun Intertec	1	\$ 10,575.00	\$ 10,575.00
Subconsultant - Barr Engineering	1	\$ 4,000.00	\$ 4,000.00
Subconsultant - Ulteig	1	\$ 29,900.00	\$ 29,900.00
Total Expenses			\$ 74,787.00

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$ 451,036.50
Estimated Total	\$ 451,000.00

April 10, 2025

Proposal QTB213627

Lindsay Reidt, PE
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed Runway 8-26 Rehabilitation & Taxiway B Reconstruction
Minot International Airport
305 Airport Road
Minot, North Dakota

Dear Ms. Reidt:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed rehabilitation of Runway 8-26 and realignment of Taxiway B at the referenced site.

Project Information

Per our correspondence and the provided site plan, we understand the project will include the rehabilitation of Runway 8-26 and reconstruction of Taxiway B at the Minot International Airport. We completed a Preliminary Geotechnical Evaluation Report for these projects under Braun Intertec Project Number B2211659, dated August 22, 2024.

Runway 8-26 is approximately 6,400 feet long, 100 feet wide, and is currently bituminous pavement. We understand the runway is planned to be rehabilitated by a mill and overlay and that lighting improvements will be included in the project. The portion of Taxiway B to be reconstructed is approximately 1,650 feet long, 75 feet wide, and is currently bituminous pavement. We understand Taxiway B is planned to be realigned to the east and the commercial ramp is planned to be expanded to the north. We anticipate the runway and taxiway will be designed in accordance with the Federal Aviation Association (FAA) design and construction standards for aircraft greater than 100,000 pounds. The locations of the pavement cores and soil borings will be surveyed and staked by Short Elliott Hendrickson, Inc. (SEH) prior to our drilling.

Purpose

The purpose of our geotechnical evaluation will be to characterize existing pavement and subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and rehabilitation of Runway 8-26 and reconstruction of Taxiway B.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs and previous site visits, it appears that the boring locations are accessible to a truck drill rig. SEH will coordinate with the airport to ensure any required Notice to Airmen (NOTAM) is in place while field work is conducted. Our drill crew will attach an orange and white checkered flag to the top of our mast and have beacons on top of support vehicles while on the airfield.

We assume there will be no cause for delays in accessing the exploration locations. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Pavement Coring

We will core pavements at 12 locations for the Runway 8-26 project and four locations for the Taxiway B project, for a total of 16 pavement cores. The cores will be extracted and visually evaluated. Thicknesses and pavement condition of the cores will be reported. Since water is required for our coring, this work will need to take place when temperatures are moderate (typically above freezing).

Penetration Test Borings

As requested, we will drill two standard penetration test (SPT) borings for the Runway 8-26 project and four SPT borings for the Taxiway B project, for a total of six SPT borings. The borings will be extended to a depth of 10 feet with standard penetration tests performed continuously in the upper 5 feet and at 2 1/2-foot vertical intervals at greater depths.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

We will backfill the soil boring exploration location immediately after completing the drilling. Upon backfilling the soil boring location and completing the pavement cores, we will fill holes in pavements with a temporary bituminous patch. Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing six moisture content tests, two Atterberg limits tests, two sieve hydrometer analyses, two modified Proctor tests, and two California Bearing Ratio tests. We will adjust the actual number and type of tests based on the results of our borings.

Addendum

We will prepare an Addendum to our Geotechnical Evaluation Report including:

- A sketch showing the pavement core and soil boring locations.
- A summary of the pavement core thicknesses and conditions.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Updates to the discussions and recommendations in our Geotechnical Evaluation Report.

We will only submit an electronic copy of our addendum to you unless you request otherwise. At your request, we can also send the addendum to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 5 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 3 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Final report submittal – within 4 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$22,515**. Table 1 provides a breakdown of the proposed fees for each project. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours discussed, we will request additional fees to cover our additional costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for the work we perform during each invoicing period.

Table 1. Project Fee Breakdown

Project	Fee
Runway 8-26 Rehabilitation	\$11,940
Taxiway B Reconstruction	\$10,575
Total	\$22,515

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Master Subcontract for Services, dated March 19, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Aaron M. Tast
Senior Manager, Aviation Services

c: Adinda Van Espen, PE, Short Elliot Hendrickson, Inc.
Kyle Nelson, PE, Short Elliot Hendrickson, Inc.

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

April 7, 2025

Mr. Kyle Nelson, PE
SHORT, ELLIOTT, HENDRICKSON, INC.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

**RE: MINOT INTERNATIONAL AIRPORT (MOT) – RUNWAY 8-26 & TAXIWAY B REHABILITATION
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear Kyle:

Thank you for contacting us regarding electrical engineering services for design of the MOT Airport Runway 8-26 and Taxiway B rehabilitation project, which includes implementation of a new Airfield Lighting Control and Monitoring System (ALCMS). We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

PROJECT DESCRIPTION

We understand from your email received March 31, 2025 and associated phone conversations that MOT airport would like to replace existing edge lighting and Runway End Identifier Lights (REILs) for Runway 8-26. This improvement will also include the design of a new ALCMS system to replace the existing aged system. Also edge lighting for Taxiway B will be replaced.

The new constant current regulators (CCRs) installed as part of the recent electrical vault improvements project will remain and be utilized to power the new edge lighting systems.

This proposal is intended to outline our scope of service pertaining to design and bid phase activities. However, we are not including construction phase services in this proposal. Such services may be provided in a separate, future proposal.

As requested, our services are separated into two tasks, one for Runway 8-26 and the other for Taxiway B. Design of the ALCMS is included in the task for Runway 8-26.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Review of existing record documents available.
2. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawings of the airfield electrical plans.
3. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawing of the vault plan and ATCT plan.
4. Provide electrical design redlines for detail sheets for SEH to incorporate in their AutoCAD drawings, as has been our usual method for airfield related plans (2 sheets anticipated).
5. Provide electrical design and AutoCAD drawing production for electrical schematics showing functionality of the proposed new ALCMS.
6. Provide technical specifications for the electrical work.
7. Attend the 60% Design Review Meeting in-person.
8. Attend the 90% Design Review Meeting virtually via Microsoft Teams.
9. Bid-phase assistance including addressing questions which may arise from bidders and addenda items as necessary.
10. Construction phase services are not included in the scope of this proposal.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to a maximum budget in accord with the following amounts:

TASK 1: Runway 8-23 Electrical Design/Bid.....	\$40,600
TASK 2: Taxiway B Electrical Design/Bid.....	\$ <u>4,000</u>
Total Budget.....	\$44,600

Services are billed monthly according to the work complete. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.

A handwritten signature in black ink, appearing to read 'Mark E. Ziemer', with a long, sweeping horizontal stroke extending to the right.

Mark E. Ziemer, P.E.

Senior Electrical Engineer



April 9, 2025

Kyle Nelson, PE
Engineer, Airport Planning and Design
Short Elliott Hendrickson Inc.

651.900.0016 mobile

RE: MOT Runway 8-26 & TW B Survey

Dear Kyle,

We would like to thank you for asking Ulteig Operations, LLC and our affiliates (collectively, "Ulteig", "we" or "us") to provide this agreement (the "Agreement") for Land Surveying Services (the "Services") in connection with the above-referenced project (the "Project") for Short Elliot Hendrickson Inc. (the "Client") (Ulteig and the Client are each a "Party" and together the "Parties"). We are pleased to have the opportunity to be of service to you with respect to the Project. We, like you, value clear and timely communication. In that spirit, the purpose of this Agreement is to memorialize our understanding of the Project, as well as the terms and conditions by which we will provide Services to you.

1. SERVICES

The scope of Services will be as set forth in "Exhibit A" to this Agreement (the "Scope of Services"). Any services not specifically set forth in the Scope of Services constitute "Additional Services," and, unless otherwise agreed, will entitle Ulteig to additional compensation calculated on an hourly basis under Ulteig's fee schedule currently in effect. The fees set forth below (the "Fees") are based on the Services set forth in the Scope of Services, and the assumption that you will authorize the Services within thirty (30) days of the date of this Agreement. The Fees are subject to increase if you do not authorize the Services within such time.

2. FEES

You agree to pay us our usual and customary hourly rates for providing the Services. A copy of our current rate sheet is attached as "Exhibit C." Ulteig's hourly rates are subject to adjustment from time to time and may be affected by factors such as unusual time constraints and overall value of the Services. You acknowledge and agree that any estimates set forth in the Scope of Work or otherwise provided by Ulteig to you are only estimates and that Ulteig will not be bound or limited by any such estimates.

3. REIMBURSABLE EXPENSES

Reimbursement for certain items, such as travel expenses, long distance calls, facsimile service, photocopying, and computerized research are not included in the Fees. These expenses, if incurred, will be advanced by us, and then billed to you.

4. SCHEDULE

Any milestones or specific dates for completion of the Services will be as set forth in "Exhibit A." The Fees assume that there will be no material delays that prevent the completion of the Services



according to the milestones or specific dates set forth in “Exhibit A.” The Fees are subject to modification in the event of any delays, except for any delays that are caused solely by Ulteig.

5. TERMS AND CONDITIONS

This Agreement includes and incorporates Ulteig’s current Standard Terms and Conditions for Professional Services (the “Terms and Conditions”) which are set forth in “Exhibit B” attached hereto and incorporated by reference herein. The Terms apply as if fully set forth in this Agreement. In the event of any conflict between the Terms and the contents of this letter (including, without limitation, a Scope of Services or the Schedule), the Terms will control. By your signature below you agree and consent to the Terms and acknowledge that you understand that the Terms are part of this Agreement.

We look forward to working with you on this matter. We appreciate your confidence in us and the opportunity to serve you. If you have questions, please feel free to call us. If this Agreement meets with your approval, please sign and date below. This Agreement will be effective as of the date of your execution (the “Effective Date”).

Sincerely,
ULTEIG OPERATIONS, LLC

APPROVED AND AGREED
Short Elliot Hendrickson Inc.

A handwritten signature in black ink, appearing to read "Kurt M. Kisch".

NAME: Kurt M. Kisch
TITLE: Senior Manager - Survey

NAME:
TITLE:
DATE:



EXHIBIT A SCOPE OF SERVICE TOPOGRAPHIC SURVEY

ULTEIG PROPOSAL NUMBER P#25.01296

PROJECT NAME MOT RW 8-26 & TW B FINAL DESIGN TOPO

SCOPE

Ulteig shall conduct and coordinate a topographic survey of the MOT RW 8-26 and TW B Final Design areas provided by SEH Engineering, Minot, North Dakota. The survey shall include the following information as outlined below.

1. The Topographical Survey will include the following items:
 - a. Establish two on-site benchmarks from a recognized vertical control datum.
 - b. Ground elevation contours at a one-foot interval.
 - c. Spots elevation at approximately 25-50-foot spacing along, edges of pavement and across the proposed survey area.
 - d. Visible improvements within those areas and within 25 feet of the survey area, such as structures, lights and pavement.
 - e. Location of visible utilities combined with results of private utility locating service as provided by FAA.
 - f. The survey will be based on North Dakota North NAD 83, International feet, grid.
2. The Certificate of Survey drawing will include the following items:
 - a. Results of survey and topographical information

SCHEDULE

Upon receipt of the written authorization to proceed, Ulteig will promptly schedule the work.

DELIVERABLES

1. Certificate of Survey drawing in PDF and DWG format..

FEES

1. **RW 8-26 Final Fee Estimate of \$38,900.00** (based on our current rate schedule)
2. **TW B Final Fee Estimate of \$29,900.00** (based on our current rate schedule)

CONDITIONS AND ASSUMPTIONS

The following conditions and assumptions are an integral part of the proposal:
The client will provide Ulteig with a copy of the latest ALP prior to commencing survey.

ADDITIONAL SERVICES

Meetings

All meetings to be attended by Ulteig at the request of the client will be invoiced on an hourly basis. This category relates to Client/Ulteig and Government/Ulteig meetings and hearings.



Exhibit B - Ulteig Standard Terms and Conditions for Professional Services

1. Ulteig will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services provided under similar conditions at the same time and in a similar locale. Ulteig will be responsible for the technical accuracy of the Services and related work-product. If notified of any deficiency within one (1) year after the Services are delivered, Ulteig will correct any material technical inaccuracies in its Services or related work-product without additional compensation, except to the extent such inaccuracies are attributable to deficiencies in Client-furnished information or otherwise the fault of Client. THE FOREGOING REMEDIES CONSTITUTE CLIENT'S EXCLUSIVE REMEDY AND ULTEIG'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS PARAGRAPH 1. ULTEIG MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
2. Ulteig will prepare invoices using Ulteig's standard invoicing practices to be submitted to Client monthly. Invoices are due and payable upon receipt. If Client fails to make such payment within thirty (30) days after receipt, Ulteig will charge interest at the lesser of 1.5% per month or the maximum rate of interest permitted by law beginning date the invoice was received. Any late payments will be credited first to interest and then to principal. Ulteig may, after giving seven (7) days' written notice to Client, suspend the Services until Client pays to Ulteig all amounts due in full. Additionally, Client will owe Ulteig any costs incurred to collect late payments from Client.
3. The obligation to provide further Services under the Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement through no fault of the terminating Party. However, the Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice. If either Party has terminated Services, the termination will not affect any rights or remedies of either Party against the other then existing or which may thereafter accrue.
4. The obligation to provide further Services under the Agreement may be terminated by Ulteig immediately upon written notice to Client if: (a) Ulteig believes that Client has requested Ulteig to furnish or perform Services contrary to Ulteig's responsibilities as a licensed professional; (b) Client files a voluntary petition seeking relief under the United States Bankruptcy Code or there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court; or (c) if Ulteig's ability to perform or provide the Services is delayed or suspended for more than sixty (60) days for any reason beyond Ulteig's control. Ulteig will have no liability to Client on account of a termination under this Paragraph 4.
5. In the event of any termination of this Agreement, Client will pay Ulteig for all Services performed and all Reimbursable Expenses incurred by Ulteig through the effective date of such termination.
6. Other than any cost, loss, or damages that is proven to have been caused by the sole negligence of Ulteig, Ulteig will not be liable to Client or anyone claiming by, through, or under Client for any cost, loss, or damages caused, in whole or in part, by the negligence of any entity or individual under the Agreement or in any way relating to the Services.
7. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement: (a) the Parties and their officers, directors, employees, agents, and consultants will not be liable to one another or any third party for any loss of use, revenue or profit, or for any special, incidental, indirect, consequential, exemplary or punitive damages whether arising out of breach of contract, tort (including negligence), professional errors or omissions, strict liability, any warranty express or implied, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any remedy of its essential purpose; and (b) the total liability, in the aggregate, of Ulteig and Ulteig's officers, directors, employees, agents, and consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages arising out of, resulting from, or in any way related to the Project, the Services or the Agreement from any cause or causes will not exceed the total compensation paid by Client to Ulteig under the Agreement. This limitation applies to all liability or causes of action unless otherwise prohibited by law.
8. The Agreement may only be amended, supplemented, modified, or canceled by a written instrument signed by the Parties. The Agreement is to be governed by North Dakota law. Any dispute between the Parties that cannot be resolved through alternative dispute resolution will be venued in a court of competent jurisdiction in Fargo, North Dakota. The Agreement constitutes the entire agreement between Client and Ulteig and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral. If any legal action or proceeding is brought by Ulteig to enforce the Agreement, Ulteig will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which Ulteig may be entitled.



EXHIBIT C **2025 Hourly Rate Schedule** **for Civil & Survey** **Effective January 1, 2025**

Engineer	2025	Survey	2025
Engineering Intern	\$100.00	Survey Technician Intern	\$90.00
Graduate Engineer	\$135.00	Survey Technician	\$115.00
Design Engineer	\$145.00	Lead Survey Technician	\$130.00
Engineer	\$175.00	Senior Survey Technician	\$145.00
Lead Engineer	\$195.00	Survey Crew Chief	\$145.00
Senior Engineer	\$225.00	Land Surveyor-in-Training	\$150.00
Principal Engineer	\$235.00	Land Surveyor	\$170.00
Drafter & Technician		Lead Land Surveyor	\$175.00
CADD Technician Intern	\$90.00	Senior Land Surveyor	\$220.00
CADD Technician I	\$115.00	Principal Land Surveyor	\$235.00
CADD Technician II	\$125.00	Construction Management	
CADD Lead	\$125.00	Construction Inspector I	\$125.00
Senior CADD Lead	\$135.00	Construction Inspector II	\$135.00
Engineering Technician	\$125.00	Construction Inspector IIII	\$155.00
Designer	\$145.00	Construction Manager	\$170.00
Lead Designer	\$155.00	Senior Construction Manager	\$215.00
Senior Designer	\$175.00	Planning & Environmental	
Project Management		Environmental Intern	\$85.00
Project Coordinator	\$125.00	Environmental Technician	\$100.00
Senior Project Coordinator	\$140.00	Environmental Specialist	\$125.00
Project Analyst	\$135.00	Lead Environmental Specialist	\$165.00
Senior Project Analyst	\$155.00	Senior Environmental Specialist	\$211.00
Project Controls Specialist	\$165.00	Principal Environmental Specialist	\$232.00
Senior Project Controls Specialist	\$210.00	Data Scientist	\$136.00
Associate Project Manager	\$150.00	Lead Data Scientist	\$186.00
Project Manager	\$195.00	Senior Data Scientist	\$204.00
Senior Project Manager	\$225.00	Planner	\$140.00
Program Manager	\$220.00	Lead Planner	\$160.00
Senior Program Manager	\$225.00	Senior Planner	\$220.00
GIS		Cultural Resource Intern	\$85.00
GIS Technician	\$120.00	Cultural Resource Technician	\$100.00
GIS Analyst	\$145.00	Cultural Resource Specialist	\$125.00
Lead GIS Analyst	\$170.00	Lead Cultural Resource Specialist	\$150.00
Senior GIS Analyst	\$180.00	Senior Cultural Resource Specialist	\$196.00
Right-of-Way		Principal Cultural Resource Specialist	\$220.00
Right-of-Way Document Specialist	\$105.00	Other Classifications	
Right-of-Way Specialist I	\$115.00	Clerical	\$65.00
Right-of-Way Specialist II	\$130.00	Staff Support	\$85.00
Lead Right-of-Way Specialist	\$150.00	Principal	\$250.00
Senior Right-of-Way Specialist	\$170.00	Mobilization	\$53.00
Right-of-Way Manager	\$225.00		

Reimbursable Expenses			
Subcontractors/Subconsultants	Cost	Staking:	
Survey Vehicle	\$0.75/mile	Hubs	\$0.95/each
Car/Pickup	IRS Rate/mile	Lath	\$1.40/each
Utility Vehicle	\$205.00/day	Posts	\$5.00/each
Drone, Scanning, Remote Sensing	\$80.00/hour	Rebar	\$1.50/each
Meals (Per Diem)	\$65.00/day	Rebar with Caps	\$2.00/each
Travel and Other Misc. Out-of-Pocket	Cost	Section Corner Monuments	\$6.00/each
GPS Rover (1 unit & controller)	\$28.00/hour		
GPS Rover (2 units & controller)	\$49.00/hour		
Robotic Total Station	\$39.00/hour		

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
AIRPORT CAPITAL REVENUES AND CAPITAL INFRASTRUCTURE
EXPENDITURES FOR THE RUNWAY 8/26 AND TAXIWAY B
REHABILITATION DESIGN PROJECT.**

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

§1: An ordinance amending the 2025 annual budget to increase the airport capital revenues and capital infrastructure expenditures for the runway 8/26 and taxiway B rehabilitation design project:

11000000-33200	2025500006	\$301,245
11000000-33500	2025500006	7,928
11050000-57200	2025500006	317,100

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, City Council President

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: April 21, 2025

SUBJECT: ADOPT THE BOND RESOLUTION AND APPROVE THE LOAN AGREEMENT FOR THE DWSRF WATERMAIN REPLACEMENT LOAN

I. RECOMMENDED ACTION

It is recommended City Council adopt the bond resolution and approve the loan agreement for the DWSRF \$3.704 million loan; and authorize the Acting Mayor and Finance Director to sign any documentation.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The City Council approved the loan application for \$3.704M to cover the local cost-share of construction for the University and Westfield Watermain Replacement projects in March 2024. The loan has been approved by the State, and we are now ready to adopt the bond resolution and final approval of the loan agreement for these projects in order to draw funds against the loan.

B. Proposed Project
N/A

C. Recommendation Detail

Staff recommends City Council adopt the attached bond resolution and approve the loan agreement for the DWSRF \$3.704 million loan. These funds will be utilized as the local cost-share of construction on the two watermain replacement projects. The attachments to the memo are in draft form and final documents will be provided by the City's bond counsel, Dorsey & Whitney, on April 21st for full execution.

IV. IMPACT

A. Aspirations

Excellent & Connected: The City is being fiscally responsible by utilizing a low-interest loan program through the State of North Dakota to fund the local share of large watermain replacement projects moving forward.

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

The debt service related to this loan will be budgeted annually in the Water-Sewer-Storm Sewer fund. The term of the debt issuance is 20 years at 1.5% interest and includes a 0.5% administration fee. The first principal payment of the loan will become due in September 2025.

VI. ALTERNATIVES

Final closing on the loan needs to be completed by May 28, 2025, or the City will need to re-apply for the loan with no guarantee of securing the funding. This would delay debt proceeds to be received requiring the City to cash flow the project until final approval of the loan.

RESOLUTION AUTHORIZING THE ISSUANCE OF TAXABLE WATER AND
SEWER UTILITY RESERVE REVENUE BONDS TO FINANCE THE
UNDERTAKING OF IMPROVEMENTS TO THE MUNICIPAL WATER AND
SEWER UTILITY

BE IT RESOLVED by the City Council of the City of Minot, North Dakota (the “City”) as follows:

Section 1. Authorization and Sale.

1.01. Authority for Bond Issuance. In accordance with the provisions of Article 3 of the Home Rule Charter of the City and Section 2-130 of the City of Minot Code of Ordinances (the “Code”) previously adopted by the City Council, the City is empowered to issue revenue bonds for the expansion and improvement of its municipal water and sewer utility (the “Utility”). The bonds are to be issued in general accordance with the provisions of Chapter 40-35, North Dakota Century Code, but may be additionally secured by a) a reserve created and maintained in accordance with Section 2-130 of the Code and / or b) other funds and revenues of the City which are available for the purpose.

1.02. Additional Bonds. Pursuant to Section 2-130 of the Code, there have been issued and are now outstanding (the “Outstanding Bonds”):

<u>Title</u>	<u>Amount Outstanding</u>	<u>Dated Date</u>	<u>Date of Resolution</u>
Water and Sewer Utility Reserve Revenue Bonds, Series 2013C (the “2013C Bonds”)	\$1,650,000	November 26, 2013	November 4, 2013
Water and Sewer Utility Reserve Revenue Bonds, Series 2014C (the “2014C Bonds”)	\$1,585,000	November 25, 2014	November 3, 2014
Water and Sewer Utility Reserve Revenue Bonds, Series 2015D (the “2015D Bonds”)	\$765,000	November 24, 2015	November 2, 2015
Water and Sewer Utility Reserve Revenue Bonds, Series 2016C (the “2016C Bonds”)	\$2,550,000	November 29, 2016	November 7, 2016

<u>Title</u>	<u>Amount Outstanding</u>	<u>Dated Date</u>	<u>Date of Resolution</u>
Water and Sewer Utility Reserve Revenue Bonds, Series 2018A (the “Series 2018A Bonds”)	\$4,760,000	October 24, 2018	May 7, 2018
Sales Tax and Water and Sewer Utility Reserve Revenue Bonds, Series 2018B (the “Series 2018B Bonds”)	\$7,719,288	October 24, 2018	May 7, 2018
Sales Tax and Water and Sewer Utility Reserve Revenue Bonds, Series 2018C (the “Series 2018C Bonds”)	\$1,013,372	October 24, 2018	May 7, 2018

Pursuant to the applicable bond resolutions authorizing the issuance of the Outstanding Bonds, additional revenue bonds may be issued and made payable, in whole or in part, from the net revenues of the Utility, on a parity with said Outstanding Bonds, if (a) no default exists under the terms of said resolutions, or the terms of any other resolution authorizing the issuance of the bonds payable from the net revenues of the Utility; (b) the resolution authorizing the issuance of such additional bonds contains the covenant as to rates and charges required by Section 2-130 of the Code and provides for the funding of the debt service reserve account required by Section 2-130 of the Code; (c) the City Council reasonably determines that the rates and charges then in effect, or to be in effect prior to the issuance of said additional bonds, together with any other revenues, including sales tax collections, then or theretofore pledged to the payment of such bonds or additional bonds, will produce revenues sufficient to comply with the provisions of Section 2-130 of the Code and the resolution authorizing the issuance of said additional bonds; and (d) the full faith and credit of the City is pledged to maintain the debt service reserve account balance for the additional bonds as required by Section 2-130 of the Code. It is hereby determined that all of the foregoing conditions will be met as of the date of issuance of the Bonds and, therefore, the Bonds presently authorized will and shall be entitled to the equal and proportionate benefit and security of the pledge of the revenue and income derived and to be derived from the operation of the Utility, on a parity with said Outstanding Bonds without preference.

The City will undertake improvements to the Utility, including the University Avenue Watermain Replacement and Westfield Watermain Replacement (the “Project”). Pursuant to the requirements of the Code, the City has published notice of the proposed Project, has allowed for the filing of written protests and hereby finds the protests insufficient to bar the Project. The City hereby finds it to be necessary and desirable to provide permanent financing for the Project by the issuance of its Taxable Water and Sewer Utility Reserve Revenue Bond, in one or more series, in the principal amount of \$3,704,000 (the “Bonds”).

1.03. Sale. The City, in response to its application for financial assistance from the State Department of Health, has received an offer from the Industrial Commission of North Dakota-North Dakota Public Finance Authority to purchase the Bonds at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a loan agreement (the “Loan Agreement”) to be entered into between the City and the North Dakota Public Finance Authority (the “PFA”), a copy of which has been made available to members of the City Council for review. It is hereby found and determined that the offer of the PFA to purchase the Bonds is reasonable and advantageous to the City and is hereby accepted, and the Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by the Mayor or Council President and the City Clerk, with such modifications as may be approved by said officers. The Mayor or Council President and the City Clerk are authorized and directed to execute the Loan Agreement and to deliver it to the PFA, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

1.04. Performance Requirements. Pursuant to Ordinance No. 659 of the City, the City has established on its books a “Water and Sewer Utility Fund” and has provided for the allocation of revenues of the Utility to accounts for operation and maintenance, replacement and depreciation and surplus, provided that the City has reserved the right in Ordinance No. 659 to establish separate and additional accounts within the Water and Sewer Utility Fund for the purpose of segregating and applying revenues to the payment of bonds issued to finance improvements to the Utility. If so established, such accounts shall be credited with such portions of the revenues of the Utility as may be contracted under the terms of the resolutions authorizing the issuance of bonds, such credits to be made after crediting the operation and maintenance account to the extent required by Ordinance No. 659, but before crediting any amounts to the accounts for replacement and depreciation and surplus. For the purpose of providing for the payment of the Bonds herein authorized, the City does hereby covenant and agree that from and after the completion and acceptance of the Project, it will operate the same as a part of the Utility, and will at all times continue to impose, maintain and collect rates, charges and rentals for the services, facilities and benefits provided by the Utility (including all additions and betterments thereof) to its inhabitants and industries and all others, such as will make the revenues of the Utility sufficient, together with any other funds appropriated to the Water and Sewer Utility Fund or an account within in, to meet all of the requirements of the Water and Sewer Utility Fund as outlined in Ordinance No. 659, including the payment of all current, reasonable and necessary costs of operation and maintenance, and the maintenance of a reasonable reserve for contingencies, and the production of revenues, in excess of the foregoing requirements (“net revenues”) at least sufficient for the payment of principal and interest currently due, and the maintenance of any required debt service reserve accounts, with respect to all bonds payable from accounts established within said Fund, including the Bonds herein authorized, and to provide an additional depreciation allowance as stated in Ordinance No. 659.

Section 2. Form. The Bonds shall initially be issued to the PFA in the form of a single registered Bond, in one or more series, with annual installments of principal in substantially the form attached as Exhibit A hereto. At the request of the PFA, the City will deliver, in exchange for the Bonds initially issued, registered Bonds in the same aggregate outstanding principal

amount, bearing interest at the same rate, in denomination of \$5,000 or any integral multiple thereof, not exceeding the amount of principal payable on any single principal payment date.

Section 3. Bond Terms; Registration; Redemption.

3.01. Date, Maturities, Denomination and Payment. For the purposes specified in Section 1, the City authorizes the issuance of the Bonds, in one or more series, in the aggregate principal amount of \$3,704,000, dated, as originally issued, as of the date of issuance thereof. The Bonds shall be issued as a single registered bond of each series or in denominations of \$5,000 or any integral multiple thereof, and shall be payable in annual installments of principal on September 1 in the years and amounts set forth below, as follows, subject to adjustment or re-amortization in accordance with the provisions of the Loan Agreement:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$154,000	2035	\$185,000
2026	155,000	2036	190,000
2027	160,000	2037	195,000
2028	160,000	2038	195,000
2029	165,000	2039	200,000
2030	170,000	2040	205,000
2031	170,000	2041	210,000
2032	175,000	2042	215,000
2033	180,000	2043	220,000
2034	180,000	2044	220,000

The principal balance of the Bonds shall bear interest, from its date of issue until paid or duly called for redemption, at the rate of 1.50% per annum.

3.02. Interest Payment Dates. Interest on the Bonds shall be payable on March 1 and September 1 to the owner of record thereof at the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

3.03. Redemption. The Bonds shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the PFA, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

3.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the Registrar). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Bond similar in form to the Bonds initially issued, of a like aggregate principal amount, as requested by the transferor.

(c) Exchange of Bonds. Whenever any Bonds are surrendered for exchange the Registrar shall authenticate and deliver the Bonds which the owner making the exchange is entitled to receive.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

3.05. Appointment of Initial Registrar. The City hereby appoints The Bank of North Dakota, in Bismarck, North Dakota, as the initial Registrar. The City reserves the right to remove the Registrar upon thirty (30) days notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. So long as the Bonds are registered in the name of the PFA, the City shall obtain the prior written approval of the PFA to the removal of the Registrar and appointment of a successor. The City shall pay the reasonable and customary charges of the Registrar from the Operation and Maintenance Account of its Fund.

3.06. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor or Council President and the City Clerk, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security hereunder until the certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

Section 4. Water and Sewer Utility Fund.

4.01. Water and Sewer Utility Fund. Pursuant to Ordinance No. 659 of the City, the City Auditor has established and will maintain the Water and Sewer Utility Fund (the "Fund") as a separate and special fund in the financial records of the City until all bonds issued and made payable therefrom, and interest and redemption premiums due thereon, have been duly paid or discharged. Within the Fund are various separate accounts to be maintained by the City.

4.02. Operation and Maintenance Account. To the Operation and Maintenance Account there shall be credited upon each monthly apportionment, as a first lien and charge on the gross revenues, such sum as shall be needed, over and above any credit balance then held in the Operation and Maintenance Account, to pay all claims then due and allowed which by accepted accounting practices constitute normal, reasonable and current expenses of the operation and maintenance of the Utility, and to pay all such expenses estimated to accrue for a period of one month thereafter, and to maintain a reasonable reserve for contingencies. Money in the Operation and Maintenance Account shall be used only to pay expenses of this type, and not for major repairs, replacements or capital improvements which are properly chargeable to replacement and depreciation reserves or surplus funds. The net revenues of the Utility, which are herein pledged and appropriated to the extent required for the payment of the Bonds herein authorized and interest thereon, are hereby defined as the aggregate of all sums on hand in the Fund from time to time in excess of the current requirements of the Operation and Maintenance Account as described herein.

4.03 Construction Account. A Construction Account has been established within the Fund, which shall be used only to pay, as incurred and allowed, costs which under accepted accounting practices are capital costs of the Project, including, but not limited to, payments due

for work and materials performed and delivered under construction contracts, architectural, engineering, inspection, supervision, fiscal and legal expenses, the cost of necessary lands and easements, interest accruing on the Bonds during the period of construction of the Project and for six months thereafter, if and to the extent that the Reserve Revenue Bond Account is not sufficient for payment of such interest, reimbursement of any advances made from other City funds, and all other expenses incurred in connection with the construction and financing of the Project. To the Construction Account there shall be credited all proceeds of the Bonds, except accrued interest, if any, which shall be credited to the Reserve Revenue Bond Account and the sums, if any, appropriated to the Reserve Revenue Bond Reserve Account referred to in Section 4.05, and all other funds appropriated by the City for the purposes referred to in this paragraph, when needed for such purposes, and all income received from the investment of the Construction Account.

4.04. Reserve Revenue Bond Account. A Reserve Revenue Bond Account has been established within the Fund, to which there shall be set aside and credited an amount equal to not less than the sum of one-sixth of the interest due within the next six months plus one-twelfth of the principal to become due within the next twelve months with respect to all reserve revenue bonds heretofore or herein issued or issued in the future and made payable from the Reserve Revenue Bond Account, which amounts, with respect to the Bonds, are to be derived from the net revenues of the Utility at each monthly apportionment, to the extent not already on deposit and paid from other sources described herein. This requirement is cumulative, and if the net revenues are not sufficient to credit the sum required in any month, an amount equal to the deficiency shall be transferred from the Reserve Revenue Bond Reserve Account, Replacement and Depreciation Accounts or Surplus Account of the Fund, or shall be credited from the next net revenues thereafter received in excess of current requirements. Money from time to time held in the Reserve Revenue Bond Account shall be disbursed only to meet payments of principal, premium, if any, and interest due on obligations issued and made payable from the Reserve Revenue Bond Account.

4.05. Reserve Revenue Bond Reserve Account. A Reserve Revenue Bond Reserve Account has been established within the Fund. Upon the issuance of any series of definitive reserve revenue bonds, the balance in the Reserve Revenue Bond Reserve Account shall be increased, if necessary, either from the proceeds of such bonds or from funds on hand and available for the purpose, to an amount equal to the lesser of (i) maximum annual debt service on, (ii) 125% of the average annual debt service on, or (iii) ten percent of the proceeds of, the Bonds. Funds will be transferred from the Reserve Revenue Bond Reserve Account to the Reserve Revenue Bond Account at any time the balance on hand in the Reserve Revenue Bond Account is insufficient to meet current requirements for payment of principal and interest on the Bonds payable therefrom. In the event of such transfer, and if the then-existing deficiency in the Reserve Revenue Bond Reserve Account cannot be restored from available funds in the Replacement and Depreciation Accounts or Surplus Account of the Fund, the City shall levy a tax upon all taxable property within the corporate limits of the City sufficient to restore the balance in the Reserve Revenue Bond Reserve Account to the amount required pursuant to Section 2-130 of the Code, which tax shall be subject to no limitation as to rate or amount. In the event a tax is levied for such purpose, the amount of such tax shall be reimbursed to the general fund of the City out of the first available revenues in the Replacement and Depreciation Accounts or Surplus Account of the Fund.

4.06. Replacement and Depreciation Accounts. Accounts for replacement and depreciation (collectively, the “Replacement and Depreciation Accounts”) have been established

within the Fund. To the Replacement and Depreciation Accounts there shall be credited from the net revenues remaining after allocations to the Operation and Maintenance Account, the Reserve Revenue Bond Account and the Reserve Revenue Bond Reserve Account such sum as shall be needed, over and above any credit balances then held in the Replacement and Depreciation Accounts, to pay such disbursements as may from time to time be found necessary or desirable for replacement of worn-out or obsolete Utility property or for extensions, enlargements or improvements of the Utility which are not directed by the City Council to be financed by special assessments or the issuance of water and sewer utility reserve revenue bonds.

4.07. Surplus Account. To the Surplus Account shall be credited all net revenues from time to time received in excess of the current requirements of the Replacement and Depreciation Accounts, Reserve Revenue Bond Account and the Reserve Revenue Bond Reserve Account; except that in the event of the future pledge and appropriation of surplus net revenues for the payment and security of additional obligations subordinate to the pledge and appropriation of net revenues to the Reserve Revenue Bond Account and the Reserve Revenue Bond Reserve Account, the City reserves the right to create one or more additional accounts within the Fund for the segregation of surplus net revenues available for the payment of any such obligations. The balance on hand from time to time in the Surplus Account shall be available and shall be used to the full extent necessary to restore any deficiency in the Operation and Maintenance Account, the Reserve Revenue Bond Account and the Reserve Revenue Bond Reserve Account, but when not so needed, may be used to pay for replacements, repairs or capital improvements of the Utility, or to pay principal and interest on subordinate obligations hereafter issued for such purposes, or to redeem and pay before maturity bonds payable from the Reserve Revenue Bond Account, when and as such bonds become redeemable according to their terms, or for any other proper purpose of the City authorized in accordance with resolutions of the City Council.

4.08. Costs of Issuance Account. A Costs of Issuance Account (the “Costs of Issuance Account”) has been created within the Fund. The proceeds of the Bonds, if any, deposited in the Costs of Issuance Account shall be used only to pay costs of issuance of the Bonds. There shall be credited to the Costs of Issuance Account, from the proceeds of the Bonds, an amount equal to the estimated costs of issuance to be paid therefrom.

Section 5. Priorities and Additional Bonds.

5.01. Priorities. Each and all of the Bonds issued pursuant to this resolution shall be equally and ratably secured by and payable from the net revenues of the Utility on a parity with the Outstanding Bonds described in Section 1.02 without preference or priority of any one bond of any issue over any other, provided that if at any time the net revenues or other funds pledged thereto are insufficient to pay principal and interest then due on all such bonds payable from said net revenues, the net revenues available therefore shall be first used to pay the interest accrued on all such bonds which are then outstanding, and the balance shall be applied toward payment of the maturing principal of such bonds in order of their maturities, the earliest maturing bonds to be paid first, and pro rata in payment of bonds maturing on the same date.

5.02. Refunding Bonds. The City reserves the right and privilege of refunding any or all of the Bonds herein authorized, subject to the following terms and conditions:

Any matured Bonds, or principal installment thereof, may be refunded if money available for the payment thereof at maturity or on a principal installment date should at any time be insufficient to make such payment in full, and may be made payable from the Reserve Revenue Bond Account on a parity as to interest with all then outstanding bonds issued hereunder, provided that (1) the maturity of each such Bond shall be subsequent to the last maturity or principal installment of any then outstanding bonds issued hereunder which are not refunded, and (2) no Bondholder shall be required to accept a refunding Bond in exchange for any Bond owned.

5.03. Additional Reserve Revenue Bonds. The City reserves the right to issue additional Reserve Revenue Bonds pursuant to Section 2-130 of the Code for the purpose of (i) paying any additional cost of completing the Project in excess of the cost now estimated, (ii) refunding Bonds payable from the Fund under circumstances other than those contemplated in Section 5.02, or (iii) paying the cost of additional improvements to the Utility, which additional revenue bonds shall be payable on a parity with the Bonds now authorized as to the net revenues of the Utility, provided that the test set forth in Section 1.02 is met and, subsequent to said date: (a) no default exists under the terms of this resolution, or the terms of any other resolution authorizing the issuance of bonds payable from the net revenues of the Utility; (b) the resolution authorizing the issuance of such bonds contains the covenant as to rates and charges required by Section 2-130 of the Code and provides for the funding of the debt service reserve account required by Section 2-130 of the Code; (c) the City Council reasonably determines that the rates and charges then in effect, or to be in effect prior to the issuance of said additional bonds, together with any other revenues, including sales tax collections, then or theretofore pledged to the payment of such bonds or additional bonds, will produce net revenues of the Utility sufficient to comply with the provisions of Section 2-130 of the Code and the resolution authorizing the issuance of said additional bonds; and (d) the full faith and credit of the City is pledged to maintain the debt service reserve account balance for the additional bonds as required by Section 2-130 of the Code.

Nothing in this resolution shall preclude the City from issuing additional bonds which are expressly made a charge on only the surplus net revenues of the Utility as set forth in Ordinance No. 659, subordinate to the pledge of net revenues to the Bonds described in Section 1.02 and the Bonds authorized hereunder.

Section 6. Defeasance. When the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution shall cease. The City may discharge its obligations with respect to the Bonds on any date by depositing with the paying agent on or before that date a sum sufficient for the payment thereof in full; or, if the Bonds should not be paid when due, the same may nevertheless be discharged by depositing with the paying agent a sum sufficient for the payment thereof in full with interest accrued from the due date of such deposit. The City may also discharge its obligations with respect to the Bonds according to its terms by depositing with the paying agent on or before that date an amount equal to the principal and interest which are then due, provided that notice of such redemption has been duly given as provided herein. The City may also discharge its obligations with respect to the Bonds by irrevocably depositing in escrow with a bank or trust company qualified by law to act as an escrow agent, for the purpose of paying all principal and interest due on the Bonds prior to a date upon which all of the same will be prepayable according to their terms and paying all remaining bonds of the series on that date, a sum of cash and securities of the types authorized by North Dakota

law, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose.

Section 7. Covenants. The City hereby covenants and agrees with the PFA and registered owners from time to time of the Bonds that from and after the completion of the Project, it will operate the same as a part of the Utility, and will at all times continue to impose, maintain and collect rates, charges and rentals for the services, facilities and benefits provided by the Utility (including all additions and betterments thereof) to its inhabitants and industries and all others, such as will make the revenues of the Utility sufficient to meet all of the requirements of the Fund as outlined in Ordinance No. 659, including the payment of all current, reasonable and necessary costs of operation and maintenance, and the maintenance of a reasonable reserve for contingencies, and the production of net revenues, in excess of the foregoing requirements, at least equal to 120% of principal and interest currently due, and the maintenance of any reserves required, with respect to all bonds payable therefrom, including the Bonds, provided that in the event other funds are pledged to a series of reserve revenue bonds, such funds may be accounted for in establishing rates sufficient to provide such coverage. The City will at all times keep the Utility and the various parts thereof insured against loss or damage by causes customarily insured against for like properties, and in amounts customarily maintained by prudent owners of like properties, and will use the proceeds of any and all such insurance to repair or restore the damage compensated thereby, or to pay and retire outstanding bonds payable from the net revenues of the Utility. The City will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the Utility, the monthly revenues derived from its operation, and the segregation and application of the revenues in accordance with this resolution and the Ordinance No. 659, in such reasonable detail as may be determined by the City in accordance with generally accepted accounting practices and principles. The City will not mortgage, lease, sell, or otherwise dispose of any real or personal properties of the Utility, unless:

- (a) Prior to or simultaneous with such mortgage, lease, sale or other disposition, the Bonds shall be discharged as provided in Section 6; or
- (b) The properties to be mortgaged, leased, sold or otherwise disposed of are unserviceable, inadequate, obsolete or no longer required for use in connection with the Utility; or
- (c) The mortgage, lease, sale or other disposition will not prevent the City from complying with the provisions of this resolution and the PFA has given its consent thereto; or
- (d) In any event referred to in clause (b) or (c), all proceeds of the mortgage, lease, sale or other disposition of such properties are deposited into the Fund.

In the event of a default in the payment of any Bond, the registered owner thereof shall have all rights, remedies, powers and privileges granted by law for the enforcement of the registered owner's rights and the collection of the Bonds, including all rights and remedies of registered owners of revenue bonds under the provisions of Chapter 40-35, North Dakota Century Code, as

amended. The City represents and covenants that the City is or will be the owner of all facilities financed by the Bonds.

Section 8. Authentication of Transcript. The officers of the City are hereby authorized and directed to prepare and furnish to the PFA and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

Adopted this 21st day of April, 2025.

Council President

Attest: _____
City Clerk

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

The undersigned, being the duly appointed, qualified and acting City Clerk of the City of Minot, North Dakota, hereby certifies that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City at its meeting duly called and held April 21st, 2025, by the following roll call vote:

Ayes:

Nays:

Absent:

and that the resolution has been duly presented to and approved and signed by the Council President, and has not subsequently been amended and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Minot, North Dakota.

Dated: April 21, 2025.

City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF WARD

CITY OF MINOT

TAXABLE WATER AND SEWER UTILITY RESERVE REVENUE BOND,
SERIES 2025[]

No. R-1 \$3,704,000

<u>Rate</u>	<u>Final Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
1.50%	September 1, 2044	[], 2025	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: THREE MILLION SEVEN HUNDRED FOUR THOUSAND
DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Minot, North Dakota, acknowledges itself specially indebted and for value received hereby promises to pay to the registered owner designated above, or registered assigns, solely out of its Water and Sewer Utility Bond Fund (the "Fund"), the principal sum specified above, in installments in the amounts and on the dates set forth on Schedule B hereto, with interest on the outstanding principal balance from the date hereof at the annual rate of one and one half percent (1.50%) per annum, payable on March 1 and September 1 in each year, commencing [] 1, 20[], to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Payments shall be made by check or draft, or other agreed means of payment, by The Bank of North Dakota, in Bismarck, North Dakota, as Bond Registrar and Paying Agent, or its successor designated under the Resolution described herein. Upon each disbursement of loan amounts to the Borrower pursuant to the Loan Agreement described below, the North Dakota Public Finance Authority (the "PFA") shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Loan Agreement, including such disbursement under "Total Amount Advanced." In the event that the Total Amount Advanced is less than the principal amount of this Bond, the PFA shall prepare a revised Schedule B, or cause a revised Schedule B to be prepared, as provided in the Loan Agreement described below.

This Bond is issued pursuant to a resolution adopted by the City Council on April 21, 2025 (the "Resolution"), for the purpose of financing improvements to the City's Water and Sewer Utility (the "Utility"), pursuant to and in full conformity with the Constitution and laws of the State of North Dakota and the charter and ordinances of the City of Minot thereunto enabling, including Title 40, Chapter 35, North Dakota Century Code, as amended, Sections 2-130, and

28.5-101 through 28.5-108 of the City of Minot Code of Ordinances (the “Code”) and Ordinance No. 659 of the City. Reference is made to the Resolution for a description of the nature and extent of the security for the Bonds, the rights thereunder of the City and the bondholders and the terms upon which the Bonds and any additional bond maybe issued and secured. This Bond, including interest, is payable from the net revenues of the Utility pledged to the payment hereof, as described in the Resolution.

Bonds of this series are issued in evidence of a loan made to the City pursuant to the terms of Loan Agreement, dated on or about [_____ 1, 2025], between the City and the PFA, and reference is made to the terms of said Loan Agreement for further provisions relating to the terms upon which the Bonds are issued and secured.

This Bond is subject to prepayment and redemption prior to its stated maturity date on any date, with the written consent of the PFA, and reamortization of installments in the event of partial prepayment.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and payable as to principal and interest on the same date or dates, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and any Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor any Bond Registrar shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that under the law, ordinances and Resolution referred to above, the City has duly created said Reserve Revenue Bond Account (the “Bond Account”) in its Fund and has appropriated thereto an amount of net revenues from its Fund which, together with other funds pledged hereto, are sufficient to pay all principal of, premium, if any, and interest on this Bond as such becomes due; that rates will be charged for the use and service of the Utility sufficient at all times to produce net revenues which, together with other revenues pledged thereto, will produce the amounts necessary to pay all bonds payable from the Fund, including the Bonds; that a Reserve Revenue Bond Reserve Account (the “Reserve Account”), has been created in the Fund in an amount equal to the lesser of maximum annual debt service on, 125% of the average annual debt service on, or 10% of the proceeds of the Bonds, and, in the event that there shall be at any time a deficiency in the Reserve Account, the City is required

by Section 2-130 of the Code to levy a tax upon all taxable property in the City for restoration of such deficiency, which deficiency levy is not subject to any limitation as to rate or amount; and that all acts, conditions and things required by the Constitution and laws of the State of North Dakota and the City Charter to be done precedent to and in the issuance of this Bond, in order to make it a valid and binding special obligation of the City in accordance with its terms, have been done, have happened and have been performed in regular and due time, form and manner as so required.

IN WITNESS WHEREOF, the City of Minot, North Dakota, by its City Council, has caused this Bond to be executed on its behalf by the signatures of the Council President and the City Clerk.

CITY OF MINOT, NORTH DAKOTA

(Facsimile Signature – City Clerk)

(Facsimile Signature – Council President)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

THE BANK OF NORTH DAKOTA,
Bismarck, North Dakota, as Bond Registrar

By _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

PLEASE INSERT SOCIAL SECURITY
NUMBER OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE:

Signature Guaranteed:

Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other “signature guaranty program” as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE A
TOTAL AMOUNT ADVANCED

<u>Year</u>	<u>Amount Advanced</u>	<u>Cumulative Amount Advanced</u>	<u>Year</u>	<u>Amount Advanced</u>	<u>Cumulative Amount Advanced</u>
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SCHEDULE B
TOTAL LOAN PAYMENT

NORTH DAKOTA
STATE REVOLVING FUND PROGRAM

LOAN AGREEMENT

NORTH DAKOTA PUBLIC FINANCE AUTHORITY
(Lender)

and

CITY OF MINOT, NORTH DAKOTA
(Municipality)

(To be completed by Authority)

Dated Date of Loan Agreement: [____], 2025

SRF Program (circle one): Clean Water SRF
Drinking Water SRF

State Act (circle one): N.D.C.C. ch. 61-28.2 (Clean Water)
N.D.C.C. ch. 61-28.1 (Drinking Water)

Summary Description of Project: Construction of improvements to the Municipality's
water and sewer utility

Approved Loan amount: \$3,704,000

Construction period: [____]

Form of municipal securities: Taxable Water and Sewer Reserve Revenue Bonds,
Series 2025[____]

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- EXHIBIT A: Description of Project
- EXHIBIT B: Municipal Securities Payment Schedule
- EXHIBIT C: Form of North Dakota State Revolving Fund Program Certificate Relating to
Lobbying and Litigation

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of [____], 2025, by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the “Public Finance Authority”), an agency and instrumentality of the State of North Dakota (the “State”), and the CITY OF GRAND FORKS, NORTH DAKOTA (the “Municipality”), a political subdivision of the State.

ARTICLE I DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Administrative Fee” means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Public Finance Authority may approve from time to time.

“Code” means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

“Costs” means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Public Finance Authority.

“Department” means the North Dakota Department of Environmental Quality, Division of Municipal Facilities.

“EPA” means the United States Environmental Protection Agency.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

“Financial Obligation” means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or derivative instrument. Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board (MSRB) consistent with the Rule.

“General Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Gross Revenues” means (a) all fees and charges collected for use of the Water and Sewer Utility, and (b) solely with respect to the Water and Sewer Utility (i) revenues from other activities furnished by the Municipality, (ii) revenues from product sales, and (iii) other revenues collected by the Municipality; however, Gross Revenues does not include: (a) collection of ad valorem taxes; (b) payments of assessments levied or to be levied against benefitted properties; (c) the proceeds

of grants; (d) the proceeds of borrowing for capital improvements; (e) the proceeds of liability insurance; and (f) the proceeds of casualty insurance which the Municipality intends to utilize for repair or replacement of the Water and Sewer Utility.

“Loan” means the loan evidenced by the Municipal Securities, made by the Public Finance Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

“Loan Agreement” means this Loan Agreement, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Closing” means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.05 and shall be eligible to receive the Loan.

“Loan Commitment” means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to approval by the Public Finance Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a “binding commitment” within the meaning of that term in the SRF Act.

“Municipal Bond Resolution” means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

“Municipality” means the borrower under this Loan Agreement, which must be a “political subdivision,” as defined in section 6-09.4-03(5) of the Public Finance Authority Act.

“Municipal Securities” means municipal securities, as such term is defined in the Public Finance Authority Act, executed and delivered by the Municipality to the Public Finance Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

“Net Revenues” means Gross Revenues less Operating Expenses.

“Operating Expenses” means all normal, reasonable and current expenses incurred for operation, maintenance and repair of the Water and Sewer Utility, including but not limited to administrative expenses, financial and auditing expenses, insurance premiums, claims (to the extent moneys are not available from proceeds of insurance), taxes, legal and engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, payments to reserve funds, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Water and Sewer Utility, but excluding depreciation, debt service, amortization and capital expenditures.

“Project” means the improvement or undertaking of the Municipality described in Exhibit A attached hereto, for purposes of the State Water Pollution Control Revolving Loan Fund and the Federal Clean Water Act, or to the public water system of the Municipality for purposes of the State Safe Drinking Water Act and the Federal Safe Drinking Water Act, all or a portion of the Costs of which are financed or refinanced by the Public Finance Authority from the SRF through the making of the Loan under this Loan Agreement.

“Public Finance Authority Act” means N.D.C.C. ch. 6-09.4.

“Public Finance Authority Bonds” or “Bonds” mean bonds of the Public Finance Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Public Finance Authority, to draw EPA capitalization grant funds for deposit in the SRF.

“SRF” means the revolving loan fund(s) created by the State Act.

“SRF Act” means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

“State Act” means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

“System Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Trustee” means the Trustee appointed by the Public Finance Authority pursuant to the State Revolving Fund Program Master Trust Indenture and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

“Water and Sewer Utility” means the Municipality’s drinking water system, including water treatment, distribution and any improvements, betterments, additions, renewals and replacements thereto.

SECTION 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

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ARTICLE II LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

SECTION 2.01. The Loan. The Public Finance Authority hereby agrees to loan and disburse to the Municipality, and the Municipality agrees to borrow and accept from the Public Finance Authority, the Loan, in the principal amount not to exceed the Loan Commitment; provided that the Public Finance Authority shall be under no obligation to make the Loan if the Municipality does not deliver the documents listed in Section 2.06 to the Public Finance Authority on the Loan Closing in forms acceptable to the Public Finance Authority and its counsel or if an Event of Default under this Loan Agreement has occurred and is continuing.

SECTION 2.02. Disbursement of Loan Proceeds. The Public Finance Authority will disburse the Loan upon (a) execution and delivery by the Municipality of this Loan Agreement and the documents described in Section 2.06; (b) issuance and delivery by the Municipality of the Municipal Securities to the Public Finance Authority and (c) submission to and approval by the Department and the Public Finance Authority of Requisitions for Payment in the form approved by the Department.

SECTION 2.03. Draws of Municipal Securities Proceeds. The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and the issuance of the Municipal Securities. Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority and the Trustee for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement, and shall also be adjusted upon any loan forgiveness provided by the Public Finance Authority.

SECTION 2.04. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Public Finance Authority from the SRF.

SECTION 2.05. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Public Finance Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Public Finance Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.

SECTION 2.06. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Public Finance Authority in a form acceptable to the Public Finance Authority and its counsel:

- (a) Executed counterparts of this Loan Agreement.
- (b) An executed lobbying and litigation certificate covering certain restrictions pertaining to the use of grant or loan funds awarded in connection with the Loan.
- (c) Copies of the form of Municipal Securities and Municipal Bond Resolution adopted April 21, 2025 by the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.
- (d) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Public Finance Authority.
- (e) An opinion or opinions of the Municipality's counsel, which may be given by one or more counsel, covering such matters concerning the validity of the Municipal Securities as may be agreed upon by the Municipality and the Public Finance Authority.
- (f) An additional bond certificate (or parity bond certificate) in a form satisfactory to the Public Finance Authority certifying Net Revenues (as defined in the Municipal Bond Resolution) received by the Municipality during the most recent fiscal year-end were more than 1.10 times the average annual amount of principal and interest to become due each year on all outstanding municipal securities, including the Municipal Securities during the remaining term of the outstanding municipal securities.
- (g) Such other certificates, documents, opinions and information as the Public Finance Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Public Finance Authority prior to the Loan Closing for review and approval.

SECTION 2.07. Coverage Requirement for Prior Obligations. The Public Finance Authority recently revised its State Revolving Fund Program Loan Application Credit Review and Analysis and Loan Approval and Funding Policy to reduce the net operating revenue coverage requirement for revenue supported obligations from 120% to 110% (the "Policy").

The Municipality has outstanding parity obligations payable from Net Revenues for which the Public Finance Authority is the registered holder. The resolutions authorizing the issuance of the outstanding parity obligations contain a covenant that the Municipality will charge fees to generate Net Revenues at least equal to 1.20 times the annual debt service on all outstanding bonds. The Public Finance Authority agrees that the coverage requirement applicable to the outstanding parity obligations shall be as provided by the Policy.

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ARTICLE III COVENANTS AND REPRESENTATIONS

SECTION 3.01. Covenants and Representations of Municipality.

- (a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project and the Water and Sewer Utility in good repair and operating condition and (ii) to cooperate with the Public Finance Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Public Finance Authority under this Loan Agreement.
- (b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.
- (c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Water and Sewer Utility or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days prior written notice to the Public Finance Authority and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Municipality, with the approval of the Public Finance Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project, which must be a political subdivision as defined in the Public Finance Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Public Finance Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Public Finance Authority Bonds and interest thereon, (C) the eligibility of interest on Public Finance Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation, or (D) any agreement entered into by the Public Finance Authority or the State through the Department with, or any condition of any grant received by the Public Finance Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Public Finance Authority or the State through the Department.
- (d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent wastewater or drinking water treatment utility practice, as the case may be, (i) at all times operate the Water and Sewer Utility,

including the Project and the properties associated with and operated in conjunction with the Project and any business in connection therewith in an efficient manner, (ii) maintain the Water and Sewer Utility and the Project in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Water and Sewer Utility and Project so that at all times the enterprise or business carried on in connection therewith shall be properly and advantageously conducted; provided that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Water and Sewer Utility and Project or other receipts of such Water and Sewer Utility and Project which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

- (e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement.
- (f) Records; Accounts.
 - (i) The Municipality shall keep accurate records and accounts for the Project (the "System Records") separate from its other records and accounts (the "General Records"). Such System Records shall be maintained in accordance with generally accepted government accounting principles and generally accepted government auditing standards and, in accordance with state law, shall be audited annually or biennially, or as otherwise required by law, by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. Such System Records and General Records shall be made available for inspection by the Public Finance Authority and the Department at any reasonable time. The auditing requirements of this subsection do not apply to cities with populations of less than three hundred or to other political subdivisions with less than one hundred thousand dollars of annual receipt which, by law, are not required to have annual or biennial audits.
 - (ii) The Municipality agrees that its financial reports for the year or years which it receives draws under Section 2.03 shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Guidance 2 CFR Part 200, Subpart F. A copy of the Municipality's independent annual or biennial audit, or annual report, as required by law, including all written comments and recommendations, shall be furnished to the Public Finance Authority within 150 days of the close of the fiscal year(s) being so audited. A copy of the annual financial statement shall be submitted to the Public Finance Authority on or before February first each year.

- (iii) The Municipality will keep, or cause to be kept, accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Public Finance Authority Bonds. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the “rebate amount”) that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Public Finance Authority) remit the following to the Public Finance Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Public Finance Authority’s rebate requirement allocable to the Municipal Securities, such amounts will be promptly returned by the Public Finance Authority to the Municipality.
- (g) Inspections; Information. The Municipality will permit the Public Finance Authority, the Department, and the Trustee, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property constituting the Project and the Water and Sewer Utility generally, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Public Finance Authority, the Department and the Trustee may reasonably require in connection therewith.
- (h) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs covering risk of direct physical loss, damage or destruction of the Project, at least to the extent of similar insurance usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, but in no case less than will satisfy all applicable regulatory requirements. The Public Finance Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.
- (i) Costs of Project. The Municipality certifies that the Costs of the Project provided to the Public Finance Authority are a reasonable and accurate estimation, and upon direction of the Public Finance Authority will provide a certificate from its engineer stating that such Costs are a reasonable and accurate estimation.

(j) Continuing Disclosure.

- (i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Public Finance Authority any such information it requires in order to comply with the provisions of the Rule, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Public Finance Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Public Finance Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality.
- (ii) The Municipality shall provide notice to the North Dakota Public Finance Authority of the occurrence of any of the following events with respect to the Municipal Securities in a timely manner not in excess of ten business days after the occurrence of the event:
 - (A) Principal and interest payment delinquencies;
 - (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (C) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (D) Substitution of credit or liquidity providers, if any, or their failure to perform;
 - (E) Adverse tax opinions or the issuance by the Internal revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
 - (F) Tender offers;
 - (G) Defeasances;
 - (H) Rating changes;
 - (I) Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - (J) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

- (iii) The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Municipal Securities, if material, in a timely manner not in excess of ten business days after the occurrence of the event:
 - (A) Non-payment related defaults;
 - (B) Unless described in (ii)(E) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Municipal Securities, or other events affecting the tax-exempt status of the Municipal Securities;
 - (C) Modifications to rights of holders of the Municipal Securities;
 - (D) Bond Calls;
 - (E) Release, substitution or sale of property securing repayment of the Municipal Securities;
 - (F) The consummation of a merger, consolidation or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
 - (G) Appointment of a successor or additional trustee or the change of name of a trustee; or
 - (H) Incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders.
- (iv) For the purposes of the event identified in subsection (ii)(I), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

- (v) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Public Finance Authority.
- (vi) The Municipality agrees that from time to time it will also provide notice to the Public Finance Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.
- (vii) The Municipality will provide, in a timely manner, to the Public Finance Authority, notice of a failure to satisfy the requirements of this Section.
- (viii) At the request of the Public Finance Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Public Finance Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Public Finance Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.
- (ix) If at any time during the period ending 90 days after the date the Municipality provides information to the Public Finance Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Public Finance Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Public Finance Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.
- (k) No Free Service. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Water and Sewer Utility or Project free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.
- (l) Commencement of Construction. The Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.

- (m) Archeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Public Finance Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such occurrence.
- (n) Additional Covenants and Requirements. If necessary in connection with the Public Finance Authority's issuance of the Public Finance Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms as may be agreed upon by the Municipality and the Public Finance Authority.
- (o) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.
- (p) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation, including but not limited to Section 2 of such certificate, which is attached as Exhibit C to this Loan Agreement and shall be executed by the Municipality as a condition to closing pursuant to Section 2.06 of this Loan Agreement.
- (q) Compliance with Federal Laws; Buy American Requirements. The Municipality covenants and agrees that it will comply with all federal law and requirements applicable to the Loan including, among others, those imposed by the 2014 Appropriations Act, Public Law No: 113-76, related SRF regulations and policy guidelines; (ii) requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirements") unless (a) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (b) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project; and (iii) requirements imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58, which the Municipality understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (a) the Municipality has requested and obtained a waiver from the Department and the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (b) the Department or Authority and the cognizant agency pertaining to the Project have otherwise advised the Municipality in writing that the Build America, Buy America Requirements are not applicable to the Project.

In addition, the Municipality shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, the Public Finance Authority or any funding authority (such as the Environmental Protection Agency), such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Loan Agreement is a default hereunder.

- (r) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.
- (s) Compliance with Davis Bacon Act. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.

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ARTICLE IV ASSIGNMENT

SECTION 4.01. Assignment and Transfer by Public Finance Authority.

- (a) The Municipality acknowledges that, other than the Administrative Fee payable pursuant to the Municipal Bond Resolution and this Loan Agreement, all interests of the Public Finance Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Public Finance Authority Bonds, and that if any Event of Default shall occur, the Public Finance Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Public Finance Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.
- (b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Public Finance Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fee.

SECTION 4.02. Assignment by Municipality.

- (a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Public Finance Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code, shall be a political subdivision as defined in the Public Finance Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) the Public Finance Authority shall have received an opinion of bond counsel to the effect that the assignment will not adversely affect the exclusion of interest on the Public Finance Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code; and (v) the Public Finance Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Public Finance Authority or the State through the Department with, or any condition of any grant received by the Public Finance Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Public Finance Authority or the State through the Department.

- (b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

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ARTICLE V DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

- (a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.
- (b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities and after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Water and Sewer Utility.
- (c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Public Finance Authority, unless the Public Finance Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Public Finance Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.
- (d) Default in the performance or breach of any covenant, warranty, or any representation made by or on behalf of the Municipality contained in this Loan Agreement, the Municipal Bond Resolution, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.
- (e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order or take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 5.02. Notice of Default. The Municipality shall give the Public Finance Authority prompt telephonic notice of the occurrence of any Event of Default at such time as the Municipality becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Public Finance Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required to be taken under the Municipal Bond Resolution or this Loan Agreement or to exercise whatever other remedy at law or in equity available to the Public Finance Authority to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder. The Public Finance Authority may also exercise one or more of the following remedies: (i) withhold approval of any disbursement request, (ii) reject any pending application by the Municipality for financial assistance, and (iii) to the extent permitted by law, demand immediate payment of the Loan in full and, upon such demand, the outstanding principal amount of the Loan will be immediately due and payable, with interest accrued thereon to the date of payment.

SECTION 5.04. Application of Moneys. Any moneys collected by the Public Finance Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

SECTION 5.05. No Remedy Exclusive; Waiver: Notice. No remedy herein conferred upon or reserved to the Public Finance Authority or the Trustee, is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Public Finance Authority or the Trustee, of any, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.06. Retention of Public Finance Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Public Finance Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Public Finance Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Public Finance Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

SECTION 5.07. Default by Public Finance Authority. In the event of any default by the Public Finance Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other

available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Public Finance Authority hereunder as may be necessary or appropriate.

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ARTICLE VI MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Public Finance Authority and the Department at the following addresses:

(a) Public Finance Authority:

North Dakota Public Finance Authority
1200 Memorial Highway
P.O. Box 5509
Bismarck, ND 58506-5509
Attention: Executive Director

(b) Department:

North Dakota State Department of Environmental Quality
Division of Municipal Facilities
4201 Normandy Street
Bismarck, ND 58503

(c) Municipality:

City of Grand Forks
255 North Fourth Street
P.O. Box 5200
Grand Forks, ND 58206-5200

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Public Finance Authority and the Municipality and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Public Finance Authority and the Municipality.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Public Finance Authority is required under the provisions of this Loan Agreement, such consent or approval may only be given by the Public Finance Authority unless otherwise provided by law or by rules, regulations or resolutions of the Public Finance Authority or unless expressly delegated to the Public Finance Authority's agent.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Municipality will, at the request of the Public Finance Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

SECTION 6.10. Entire Agreement. This Loan Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the specific matters herein are hereby superseded, revoked and rendered ineffective for any purpose.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)

NORTH DAKOTA PUBLIC FINANCE
AUTHORITY

By: _____
DeAnn Ament, Executive Director

[Signature Page – Loan Agreement (Series 2025[___])]

CITY OF MINOT, NORTH DAKOTA

By: _____
Mark Jantzer, Council President

ATTEST:

Mikayla McWilliams, City Clerk

[Signature Page – Loan Agreement (Series 2025[___])]

EXHIBIT A

DESCRIPTION OF PROJECT

Construct improvements to the Municipality's water and sewer utility, including University Avenue Watermain Replacement and Westfield Watermain Replacement.

EXHIBIT B

MUNICIPAL SECURITIES PAYMENT SCHEDULE

[to come]

EXHIBIT C

NORTH DAKOTA STATE REVOLVING FUND PROGRAM
CERTIFICATE RELATING TO LOBBYING AND LITIGATION

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Council President and City Clerk of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the "Loan Agreement")), and as such officials, they are familiar with the Municipality's property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.

3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated: [____], 2025.

CITY OF MINOT, NORTH DAKOTA

By _____
Council President

By _____
City Clerk



TO: Mayor and Members of the City Council

FROM: Justin Sundheim, Police Captain

DATE: April 21, 2025

**SUBJECT: BUDGET AMENDMENT FOR THE POLICE DEPARTMENT FY2023
SHSP GRANT TO TRANSFER FUNDS FROM EQUIPMENT TO
TRAVEL, TRAINING & EDUCATION, AND MATERIALS & SUPPLIES**

I. RECOMMENDED ACTION

It is recommended City Council pass an ordinance on first reading to amend the 2025 budget for the award.

II. DEPARTMENT CONTACT PERSONS

Justin Sundheim, Police Captain, 701-857-9800

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

A change in scope of original grant award was granted by the state. Originally FY23 SHSG was approved for tactical vests for the SWAT team. The team was able to fully fund tactical vest from the prior FY22 grant, leaving the award to be reallocated by the department.

The State Homeland Security Grant Program is an annual program which reimburses 100% of qualified and approved training and equipment purchases for a subrecipient team, such as the Minot Police Department SWAT Team. The intent of this program is to enhance the capabilities of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

B. Proposed Project

The department intends to use award funds to send multiple officers to leadership and supervision training, specific to tactical operations. The grant award will cover travel and training costs that are associated.

C. Recommendation Detail

The Minot Police Department SWAT Team provides emergency response to a variety of hazardous situations in the Minot region. Strategically placed SWAT Teams such as the Minot Police Department SWAT Team are a critical

component of the nation's homeland security plan. The State Homeland Security Grant Program provides funding for training to ensure regional teams preparedness.

IV. IMPACT

A. Aspirations

Safe and Welcoming
Resilient and Prepared

B. Service/Delivery Impact:

Continuing education and leadership training for specialized enforcement tactical units provides preparation and constant reevaluation of best practices as it relates to high risk operations.

C. Fiscal Impact

Funded 100% through FY23 SHSG, administer by NDDDES.

Project Costs

\$8,842.38

Project Funding

2023200009.10020000.45800 (Travel)

2023200009.10020000.45900 (Training)

VI. ALTERNATIVES

1. Council can reject budget amendment and direct staff to fund training from FY25 Police Department budget.
2. Council can reject budget amendment and direct staff to explore other equipment/training priorities within the scope of approved SHSG funding.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT GENERAL FUND EXPENDITURES FOR TRAVEL, EDUCATION & TRAINING, AND MATERIALS & SUPPLIES AND DECREASE THE CAPITAL EQUIPMENT EXPENDITURES FOR THE FY2023 STATE HOMELAND SECURITY PROGRAM GRANT.

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

- §1: Amend the 2025 annual budget to increase the Police department general fund expenditures for Travel, Education & Training, and Materials & Supplies and decrease the capital equipment expenditures for the FY2023 State Homeland Security program grant:

10020000-45800	2023200009	5,952
10020000-45900	2023200009	3,116
10020000-46101	2023200009	54,182
42020000-57500	2023200009	(63,250)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, City Council President

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: April 21, 2025

SUBJECT: FLEET 3/4 TON PICKUPS (X4) BID APPROVAL

I. RECOMMENDED ACTION

It is recommended City Council approve the bid from Minot Automotive for the four 3/4-ton pickups in the amounts of \$45,564 (Landfill), \$45,816 (Fire Dept), Storm Sewer and Water Plant (\$45,380 ea), totaling \$182,140.

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112
Jason Sorenson, Utilities Director, 701-857-4768
Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

The Fleet department is actively developing a centralized fleet management strategy to systematically review all City Fleet vehicles. This strategy includes assessing each department's unique needs, performing detailed analyses of current fleet vehicles, and considering the repurposing of vehicles from other departments before exploring new procurement options. Additionally, it examines alternative vehicle options that could serve the same purpose at a lower cost. According to the current procurement policy, acquisitions over \$50,000 must be advertised for two consecutive weeks, with a formal bid opening occurring 10 days after the last advertisement. For acquisitions between \$25,000 and \$50,000, advertisements are not required, but the purchasing agent must collect three written quotes that meet the specifications for the acquisition.

In this case, four separate departments sought to acquire different 3/4 ton pickups. To find efficiencies, the Fleet department decided to consolidate the acquisition of these vehicles (each requiring different upfits or colors) to reduce the workload for each department. This consolidation raised the procurement threshold, necessitating a higher level of procurement. Due to each department's unique upfitting requirements, multiple advertisements for each variation were deemed inefficient and not cost-effective.

Collaborating with Finance, the Fleet department solicited three written quotes

that captured the various options desired by each department. This approach streamlined the procurement process while adhering to the acquisition policy's intent—to collect bids, drive down acquisition costs, and ensure fiscally responsible selections.

The requirement for four (4) $\frac{3}{4}$ ton pickups for Storm Sewer, Landfill, Water Plant, and Fire Station #1 has been identified, driven by both the increasing fleet demands and the necessity to replace aging vehicles. This comprehensive approach underscores the department's commitment to optimizing fleet efficiency and ensuring the city's operational readiness.

B. Proposed Project

The proposed project aims to enhance operational efficiency and safety across multiple departments by upgrading their existing vehicle fleets. For the Water Plant, a 24-year-old Dodge Ram will be replaced to ensure reliable transportation. At the Landfill, the current 1999 Dodge half-ton pickup, plagued with numerous mechanical issues and safety concerns, will be substituted with a more efficient vehicle. Additionally, the Storm Sewer Department, which received an increase in an FTE position (approved in 2024), will acquire a new vehicle to better accommodate equipment transport for storm water conveyance operations with increased personnel. The increase in O&M requirements for Flood Control is another driving factor for the increase in Fleet requirements for this department. The Fire Department received a State HAZMAT grant for a Quick Response vehicle ($\frac{3}{4}$ ton pickup), replacing the previous Quick Response Command vehicle. This vehicle will be used to tow response trailers and utilized as a backup Battalion Chief command vehicle. This comprehensive upgrade will significantly enhance the functionality and safety of each department's daily tasks.

C. Recommendation Detail

The recommended action was based on the lowest bid that met the minimum vehicle specifications outlined in the advertisement.

IV. IMPACT

A. Aspirations

Prepared and Resilient / Excellent and Connected

B. Service/Delivery Impact:

The addition of four (4) $\frac{3}{4}$ ton pickup trucks will significantly enhance the Fleet department's operational efficiency by accommodating the transportation of heavy and bulky items essential for daily activities. This upgrade ensures safety and reliability while also providing adequate transport capabilities for personnel and important equipment. The replacement of aged fleet vehicles will lessen maintenance costs long-term while also providing increased salvage value for each vehicle being replaced.

C. Fiscal Impact

Project Costs

Bids were received from:

1. Minot Automotive (\$45,564 (Landfill), \$45,816 (Fire Dept), Storm Sewer and Water Plant (\$45,380 ea)
2. Ryan Chevrolet (\$51,950 with various additional unfitting cost options)
3. Westlie Motors - No Bid

Project Funding

Landfill: 13057000-57500 (Budgeted: \$60,000)

Fire Department: 42030000-57500 (Grant Item - 2024 SHSP 2024300003-10030000) (Budgeted: \$80,000)

Storm Sewer: 14059000-57500 (Budgeted: \$55,000)

Water Plant: 14060000-57500 (Budgeted: \$55,000)

VI. ALTERNATIVES

Council could elect not to accept the bid from Minot Automotive. This would drive the continued utilization of aged fleet vehicles, leading to increased maintenance costs and decreased salvage value due to standard straight-line depreciation.

MINOT AUTOMOTIVE
3615 S BROADWAY
MINOT, ND 587017455

Configuration Preview

Date Printed: 2025-03-20 10:26 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 027LS City of Minot
FAN 2:
Client Code:
Bid Number: TB5077
PO Number:

Sold to:
MINOT AUTOMOTIVE (45908)
3615 S BROADWAY
MINOT, ND 587017455

Ship to:
MINOT AUTOMOTIVE (45908)
3615 S BROADWAY
MINOT, ND 587017455

Vehicle: 2025 2500 TRADESMAN CREW CAB 4X4 (149 in WB 6 ft 4 in Box) (DJ7L91)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DJ7L91	2500 TRADESMAN CREW CAB 4X4 (149 in WB 6 ft 4 in Box)	52,115	49,222
Package:	2UA	Customer Preferred Package 2UA	0	0
	ESL	6.4L V8 HEMI HD Engine	0	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X9	Black	0	0
Options:	4ES	Delivery Allowance Credit	0	-521
	MAF	Fleet Purchase Incentive	0	0
	YEP	Manuf Statement of Origin	0	0
	NHK	Engine Block Heater	95	88
	MDA	Front License Plate Bracket	0	0
	A7B	Tradesman Level 1 Equipment Group	2,295	2,112
	4DH	Prepaid Holdback	0	-1,635
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	171	Zone 71-Los Angeles	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB5077	Government Incentives	0	-7,000
Discounts:	YG2	5.2 Additional Gallons of Gas	0	19
Destination Fees:			1,995	1,995

Total Price: 56,500 44,280

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address: USA

PSP Month/Week:
Build Priority: 99

250
profit - 850

Bid Price - \$45,380

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

The City of Minot is a municipal government and is tax exempt. Bids shall not include sales tax or other applicable taxes. The tax-exempt number is E4351.

Make/model	<u>Chevrolet Silverado 2500 HD</u>	Price	<u>\$51,950.00</u>
Options	<u>WT</u>	Price	<u>\$190</u>
8 Foot Box		Price	<u>\$0 Additional</u>
Red Paint - RED HOT		Price	<u>\$150.00</u>
Upfitter Switches			

The bidder hereby certifies: a) that this quote is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; b) that he has not directly or indirectly induced or solicited any other bidder to put in false or sham bid; c) that he has not solicited or induced any person, firm or corporation to refrain from bidding; and d) that he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the owner.

Delivery Date
L WOULD BE ORDERED

MINOT AUTOMOTIVE
3615 S BROADWAY
MINOT, ND 587017455

Configuration Preview

Date Printed: 2025-03-21 1:26 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 027LS City of Minot
FAN 2:
Client Code:
Bid Number: TB5077
PO Number:

Sold to:
MINOT AUTOMOTIVE (45908)
3615 S BROADWAY
MINOT, ND 587017455

Ship to:
MINOT AUTOMOTIVE (45908)
3615 S BROADWAY
MINOT, ND 587017455

Vehicle: 2025 2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box) (DJ7L92)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DJ7L92	2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)	52,315	49,411
Package:	2UA	Customer Preferred Package 2UA	0	0
	ESL	6.4L V8 HEMI HD Engine	0	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X9	Black	0	0
Options:	4DH	Prepaid Holdback	0	-1,638
	4ES	Delivery Allowance Credit	0	-523
	MAF	Fleet Purchase Incentive	0	0
	MDA	Front License Plate Bracket	0	0
	A7B	Tradesman Level 1 Equipment Group	2,295	2,112
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	171	Zone 71-Los Angeles	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB5077	Government Incentives	0	-7,000
Discounts:	YG2	5.2 Additional Gallons of Gas	0	19
Destination Fees:			1,995	1,995

Total Price: 56,605 44,376

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

Block H 88
250
850

Instructions: USA

Bid price \$45,504

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

**ONE OR MORE 4 X 4 PICKUPS
PROJECT
FEBRUARY 2025**

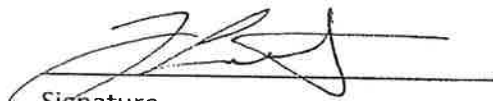
The City of Minot is a municipal government and is tax exempt. Bids shall not include sales tax or other applicable taxes. The tax-exempt number is E4351.

Bid for 3/4 ton 4x4 crew cab in white with 6' box

Make/model	<u>Chevrolet Silverado 2500 HD</u>	Price	<u>\$51,950.00</u>
Options	<u>WT</u>	Price	<u>\$190</u>
8 Foot Box		Price	<u>\$0 Additional</u>
Red Paint - <u>RED HOT</u>		Price	<u>\$150.00</u>
Upfitter Switches			

In submitting this quote, it is understood that the contract will be awarded based on lowest and best bid, that the right to reject any and all quotes reserved by the owner, and it is agreed that this quote may not be withdrawn 60 days after actual date of the opening. Payment will be made within 30 days after acceptance of the unit.

The bidder hereby certifies: a) that this quote is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; b) that he has not directly or indirectly induced or solicited any other bidder to put in false or sham bid; c) that he has not solicited or induced any person, firm or corporation to refrain from bidding; and d) that he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the owner.


Signature

Bryan Chevrolet
Company Name

1800 S BROADWAY, MINOT ND
Address

58701

2/11/25
Date

701-858-8571
Phone

DELIVERY DATE
WOULD BE ORDERED

MINOT AUTOMOTIVE
3615 S BROADWAY
MINOT, ND 587017455

Configuration Preview

Date Printed: 2025-03-20 10:16 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 027LS City of Minot
FAN 2:
Client Code:
Bid Number: TB5077
PO Number:

Sold to:
MINOT AUTOMOTIVE (45908)
3615 S BROADWAY
MINOT, ND 587017455

Ship to:
MINOT AUTOMOTIVE (45908)
3615 S BROADWAY
MINOT, ND 587017455

Vehicle: 2025 2500 TRADESMAN CREW CAB 4X4 (149 in WB 6 ft 4 in Box) (DJ7L91)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DJ7L91	2500 TRADESMAN CREW CAB 4X4 (149 in WB 6 ft 4 in Box)	52,115	49,222
Package:	2UA	Customer Preferred Package 2UA	0	0
	ESL	6.4L V8 HEMI HD Engine	0	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0	0
Paint/Seat/Trim:	PXJ	Diamond Black Crystal P/C	245	225
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X9	Black	0	0
Options:	MAF	Fleet Purchase Incentive	0	0
	YEP	Manuf Statement of Origin	0	0
	NHK	Engine Block Heater	95	88
	MDA	Front License Plate Bracket	0	0
	LHL	Auxiliary Switches - I/P Mounted	245	225
	A7B	Tradesman Level 1 Equipment Group	2,295	2,112
	4DH	Prepaid Holdback	0	-1,649
	4ES	Delivery Allowance Credit	0	-521
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	171	Zone 71-Los Angeles	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB5077	Government Incentives	0	-7,000
Discounts:	YG2	5.2 Additional Gallons of Gas	0	19
Destination Fees:			1,995	1,995

Total Price: 56,990 44,716

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

250
850

Bid Price = 45816

Instructions: USA

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

The City of Minot is a municipal government and is tax exempt. Bids shall not include sales tax, or other applicable taxes. The tax-exempt number is E4351.

Make/model	<u>Chevrolet Silverado 2500 HD</u>	Price	<u>\$51,950.00</u>
Options	<u>WT</u>	Price	<u>\$190</u>
8 Foot Box		Price	<u>\$0 Additional</u>
Red Paint - <u>RED HOT</u>		Price	<u>\$150.00</u>
Upfitter Switches			

The bidder hereby certifies: a) that this quote is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; b) that he has not directly or indirectly induced or solicited any other bidder to put in false or sham bid; c) that he has not solicited or induced any person, firm or corporation to refrain from bidding; and d) that he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the owner.

Delivery Date
L WOULD BE ORDERED



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: April 21, 2025

**SUBJECT: STORM SEWER BOBCAT TOOLCAT SOLE SOURCE
PROCUREMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the sole source bid from Swanston Equipment for the Bobcat Toolcat in the amount of \$79,676.51.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Storm Sewer currently utilizes equipment from other departments to perform maintenance functions for snow removal on sidewalks, as well as the operation and maintenance (O&M) of flood control areas and levees. This practice often necessitates the use of multiple pieces of equipment to achieve the same functions, leading to inefficiencies and increased operational costs. By integrating a Bobcat Toolcat into the Storm Sewer equipment fleet, the team aims to streamline operations, reduce reliance on external resources, and enhance overall productivity. Additionally, due to the current fleet of Bobcat Toolcats and Swanston Equipment being the exclusive dealership representing all Bobcat products in Ward County, Council's approval for Sole Source procurement will be required. The pricing of the equipment was identified as a Sourcwell contract bid item which received a significant price reduction.

B. Proposed Project

The sole source procurement of the Bobcat Toolcat from Swanston Equipment ensures we receive high-quality, reliable machinery tailored to our specific needs. As the exclusive dealership for all Bobcat products in Ward County, Swanston Equipment guarantees seamless integration with our existing fleet. This approach not only maximizes compatibility and operational efficiency but also simplifies the procurement process, reducing administrative burdens.

C. Recommendation Detail

This recommendation is based on the exclusive dealership agreements in Ward

County and the City's current fleet composition. Adding this equipment standardizes Toolcat attachments, expanding city services at minimal cost by reducing attachment variations from non-standardized fleets.

IV. IMPACT

A. Aspirations

Prepared and Resilient / Excellent and Connected

B. Service/Delivery Impact:

Integrating the Bobcat Toolcat into the Storm Sewer fleet will minimize reliance on multiple equipment from various departments, streamline operations, and reduce costs. This strategic move ensures high-quality, reliable machinery tailored to specific needs, enhancing compatibility and efficiency. Standardizing Toolcat attachments will expand services at minimal cost and simplify procurement, lowering administrative burdens. Overall, this initiative will speed up maintenance improvements, providing better services to the community with improved resource management.

C. Fiscal Impact

Project Costs

Swanston Equipment - Bobcat Toolcat: \$79,676.51

Project Funding

14059000-57500 (Budgeted line item: \$95,000)

VI. ALTERNATIVES

Council could elect not to approve the sole source selection of Swanston Equipment Bobcat Toolcat and direct staff to pursue other procurement options per City policy.



Sole Source Checklist over \$50,000

Item to be purchased: Bobcat Toolcat

Account Number: 14059000-57500

City of Minot Project #: 4932

Purchasing Agent

Check which instance is applicable for the sole source purchase:

Material, product, or item is regarded as one-of-a-kind. ☒

The item or product is a manufacturer direct sale with no distributors. ☐

The item or product is a patented or proprietary item. ☐

The purchase is necessary for repairing or replacing parts or components of existing City assets or equipment. ☐

Explanation for why the goods are the only goods that meet the department needs:

N/A - Swanston Equipment has exclusive dealership agreement representing all Bobcat products in Ward County.

Why is the vendor the only practicable source available from which to obtain the required goods?

Swanston Equipment is the exclusive dealership representing all Bobcat Company products in Ward County.

Explanation as to whether the proposed price is fair and reasonable:

The pricing was based on Sourcewell contract bid pricing.

Explanation that a particular supplier or service is required to standardize or maintain standardization with the department for purposes or reducing financial expenses or simplifying administration:

Integrating the Bobcat Toolcat into the Storm Sewer fleet will minimize reliance on multiple equipment from various departments, streamline operations, and reduce costs. This strategic move ensures high-quality, reliable machinery tailored to specific needs, enhancing compatibility and efficiency. Standardizing Toolcat attachments will expand services at minimal cost and simplify procurement, lowering administrative burdens.

Explanation that a particular supplier or vendor is required to be used to match equipment, materials, or supplies currently in use:

Swanston Equipment is the exclusive dealership representing all Bobcat Company products in Ward County.

Explanation of whether the vendor possesses exclusive and/or predominant capabilities or the items contained a patented feature providing superior utility not obtainable from similar products: Swanston Equipment is the exclusive dealership representing all Bobcat Company products in Ward County.	
Department Head Approval: Bryan Banfill	
Purchasing agent will consult with Purchasing Office and City Manager or Finance Director. Then purchasing agent will submit a memo for City Council.	
City Council	
Date of Council Meeting:	Approval: Yes ☐ No ☐
If approved, Purchasing Agent complete purchase. Include copy of City Council approval with invoice for payment.	

Sales Quote



Swanston Equipment

3450 W. Main Ave, Fargo, ND 58103
Phone 701-293-7325 Fax 701-293-9468
www.swanston.com

TO Minot Public Works
PO Box 5006
900 13 St SE
Minot, ND 58702-5006

DATE: MARCH 6, 2025

EXPIRATION DATE: MARCH 31, 2025

Bobcat UW56 Toolcat

SALESPERSON		PAYMENT TERMS	DUE DATE	
Randy Hoovestol		Due on receipt		
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL	
1 each	Bobcat UW56 Toolcat *See attached quote for build options.	\$79,676.51	\$79,676.51	
	2025 Exchange Cost Hours Cost 0-200 \$6000 201-400 \$7000 401-600 \$8500 601-1000 \$10,000			
	Delivery to Minot, included.			
TOTAL			\$79,676.51	

Quotation prepared by: Randy Hoovestol, phone 701-426-0070

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



250 East Beaton Drive
West Fargo ND 58078
T 701-241-8700

March 7th, 2025

To: Chuck Schmidt
City of Minot, ND,
701-720-8024

Good Morning Chuck,

This letter is confirmation that Swanston Equipment (Bobcat of Minot) is Bobcat Company's authorized and exclusive dealership representing all Bobcat Company products in Ward County, North Dakota. Swanston Equipment (Bobcat of Minot) has full authority to quote government discounted contract pricing to the City of Minot on all Bobcat Toolcat, SSL & CTL Loaders, Excavators, Telehandlers, Small Articulated Loader, Tractors, Utility Vehicles and Mowers.

We would also like to Thank You for all the business we have received from the City of Minot over the years and look forward to a continued relationship.

If you do have any questions or would like to discuss further, please contact myself anytime.

Sincerely,

Tim Krahn
Senior District Sales Manager
Bobcat Company
701-212-0776



DOOSAN



TO: Mayor and Members of the City Council

FROM: Brent Weber, Fire Battalion Chief

DATE: April 21, 2025

**SUBJECT: AMEND THE 2025 DEPARTMENT MATERIALS AND SUPPLIES
BUDGET FOR FIRE DEPARTMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to amend the 2025 Fire Department Materials and Supplies budget to cover expenses for equipping approved fire trucks.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

At the October 7th, 2024 Council Meeting, it was approved to purchase two used trucks and upfit them with equipment for response. After the purchase price of the engines, \$70,000 was approved for the purchase of equipment not to exceed the \$400,000 limit. Due to an error in the procurement process, funding was not encumbered into the 2025 budget. This funding is needed to cover expenses for the required equipment to upfit these units for response.

B. Proposed Project

Approved BA will replace the funding allowing for the purchase of equipment that is on order or already arrived. Most equipment has been on order or purchased and current FY2025 funding will not cover the expenses. An approved BA amount will cover the expenses incurred in 2025 and the expected expenses that will be needed once the new apparatus arrives. Expenses will not exceed the amount that was approved at the October Council meeting.

C. Recommendation Detail

Approve the BA to cover expenses in the purchase and upfitting of the new engines.

IV. IMPACT

A. Aspirations

Safe and Welcoming: Minot Fire Department motto is "Trained, Maintained and Ready".

B. Service/Delivery Impact:

Funding is needed to equip these fire engines and ensure Minot Fire Departments' state of readiness.

C. Fiscal Impact

Briefly state how this project is being funded. Add written context in the paragraph so the dollar amounts, sources of funding, and expenses are made clear and document whether the project was included in the approved budget

Project Costs

List the cost components and dollar amounts

Project Funding

10031000-46101	\$43,137
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VI. **ALTERNATIVES**

1. Deny BA and the Fire Department will have to find funding for expenses incurred.
2. Return purchased equipment and leave apparatus in a state of non-readiness.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
FIRE OPERATION SUPPLIES EXPENDITURES FOR THE PURCHASE OF THE
NECESSARY LOOSE EQUIPMENT TO UPFIT THE USED ENGINES.**

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

- §1: Amend the 2025 annual budget to increase the fire operation supplies expenditures for the purchase of the necessary loose equipment to upfit the used engines:

10031000-46101		43,137
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, City Council President

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Brent Weber, Fire Battalion Chief

DATE: April 21, 2025

SUBJECT: TRINITY HEALTH AND CARE RESOURCE CONNECTION BUSINESS ASSOCIATE AGREEMENTS (BAA)

I. RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the BAA documents for Trinity Health and Care Resource Connection.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

City Council approved a contract with Care Resource Connections at the December 16, 2024 Council meeting. These BAA documents place an agreement for the sharing of private health information between both Trinity Health, Care Resource Connection and the City of Minot. This agreement provides a flow of information to drive the activities of all agencies to provide the best care and direction for the residents that are asking for assistance within the program.

B. Proposed Project

Signing of the BAA's allow the agencies involved with the care of our residents to provide medical and treatment information for them. Minot Fire Department shares information with Trinity Ground, the transport agency under the emergency response side. These agreements would extend this information sharing to agencies during and after the initial transport of the resident. To be successful in the Community Outreach Program that started with the original contract with Care Resources, this agreement is necessary to meet the goals of the Outreach program.

C. Recommendation Detail

Without these Business Associate agreements, the function of the Community Outreach program is limited and will not succeed as intended.

IV. IMPACT

A. Aspirations

Safe and Welcoming: This program works with Community members to identify individual needs to improve their quality of life.

Excellent and Connected: This program shows that Minot Community agencies care about the citizens and are connected to their needs.

B. Service/Delivery Impact:

These BAAs work in conjunction with the contract that was signed with Care Resource Connection joining the MFD Community Outreach Program.

Sharing of information is necessary for the success of the program.

C. Fiscal Impact

N/A

Project Costs

No cost tied to this agreement.

Project Funding

None

VI. ALTERNATIVES

1. Do not sign the BAAs. This would stall the program and possible contract termination.

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the “**Addendum**”) to the underlying agreement (the “**Underlying Agreement**”) between the covered entity listed on the signature page (“**Covered Entity**” or “**CE**”) and **City of Minot (Business Associate** or “**BA**”), located at **10 3rd Ave SW, Minot, ND 58701**, is effective as of the last date set forth on the signature page (the “**Effective Date**”). This Addendum supplements and is made a part of any agreements between CE and BA involving the use or disclosure of Protected Health Information (“**PHI**”).

WITNESSETH:

WHEREAS, BA wishes to or has entered into the Underlying Agreement whereby BA shall provide to CE case management and/or care coordination software services; and

WHEREAS, CE wishes to disclose certain information to BA pursuant to the terms of the Underlying Agreement, some of which may constitute PHI;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. DEFINITIONS

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, required by Law, Secretary, Security Incident, Security Rule; Subcontractor, Unsecured Protected Health Information, and Use. Any other undefined term with a capital letter shall have the same meaning as such term in the HIPAA Rules.

1.1. “**Breach**” shall mean any unauthorized acquisition, access, use or disclosure of PHI/ePHI that does not meet one of the three exceptions. Exceptions provided in the Final Rule are (a) Unintentional acquisition, access or use of PHI by a workforce member in the scope of duties and no further access or disclosure, (b) Inadvertent disclosure from one authorized person to another within the same CE/BA and no further access or disclosure, or (3) Disclosure of PHI where CE/BA has good faith belief that the recipient cannot retain the information.

1.2. “**Business Associate**” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean City of Minot.

1.3. “**HIPAA Rules**” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 including the Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”) codified at 42 U.S.C. §§17921-7954 and the Final Omnibus Rule (78 Fed. Reg. 5566) (Final Rule) as in effect or as amended from time to time.

1.4. “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term in 45 CFR §160.103 and shall include, without limitation, any information, whether oral or recorded in any form or medium, created or received by Business Associate from or on behalf of Covered Entity: (a) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual, and (b) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

2. PURPOSE. The Parties hereby agree that except as otherwise limited in this Addendum, BA shall be permitted to use or disclose PHI provided or made available from CE to perform any function, activity or service for, or on behalf of, CE as specified in the Underlying Agreement.

3. OBLIGATIONS OF BUSINESS ASSOCIATE. BA covenants and agrees that it shall:

- 3.1. Not use or further disclose PHI other than as permitted or required under this Addendum or as required by law;
- 3.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Addendum;
- 3.3. Maintain a written information security program consistent with HIPAA standards that include administrative, technical, and physical safeguards to maintain the security of and prevent unauthorized access to Covered Entity's PHI;
- 3.4. Conduct a security risk assessment in compliance with HIPAA and the HITECH Act;
- 3.5. Report to CE any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware as soon as possible and no later than within three business days of becoming aware of such Breach. Subsequent investigation shall include to the extent feasible, a prompt report to CE of the identification of each individual whose unsecured PHI has been, or is reasonably believed by BA to have been accessed, acquired, or disclosed during such Breach, and any other information that CE deems necessary to meet its breach notification obligations under HIPAA;
- 3.6. In the event of a Breach, BA shall in consultation with CE, mitigate to the extent practical any harmful effect of such Breach that is known to BA;
- 3.7. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of BA agree to the same restrictions, conditions, and requirements that apply to it with respect to such information;
- 3.8. Make available PHI in a designated record set to CE or to an individual patient as necessary to satisfy CE's obligations under 45 CFR 164.524;
- 3.9. Make any amendment(s) to PHI in a designated record set as directed or agreed to by CE pursuant to 45 CFR 164.526, or to an individual patient as necessary or take other measures as necessary to satisfy its obligations under 45 CFR 164.526;
- 3.10. Maintain and make available the information required to provide an accounting of disclosures to CE or to an individual patient as necessary to satisfy its obligations under 45 CFR 164.528;
- 3.11. To the extent BA is to carry out one or more of CE's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to its performance of such obligation(s);
- 3.12. Adopt and implement a policy and procedure for adhering to the HIPAA rules, if BA performs marketing or fundraising services on behalf of CE and uses or discloses PHI in furtherance of those services, and shall remove the names of all Individuals who have expressly opted out of receiving future marketing or fundraising materials from BA on CE's behalf. If CE receives information of an Individual's request to opt

out of future mailings, CE agrees to notify BA of such request as soon as reasonably practicable;

3.13. Make its internal practices, books, records and policies and procedures and documentation requirements relating to the use and disclosure of PHI received from, or created by, BA on behalf of CE available to the Secretary for purposes of determining compliance with the HIPAA Rules; and

3.14. In the event BA receives a valid order issued by a judicial, governmental or regulatory entity or mandate for release of PHI, BA shall be permitted to disclose such PHI after notifying CE of the request as soon as commercially practicable. At the sole cost of CE, BA provide reasonable assistance to CE in seeking a protective order or. BA shall, to the extent reasonably practicable, consult with CE prior to responding and shall advise CE of how it intends to respond as soon as such determination is made.

4. PERMITTED USES AND DISCLOSURES BY BA.

4.1. BA may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement, including for reporting on and evaluating the network or as required by law.

4.2. BA may use or disclose PHI as required by law.

4.3. BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.

4.4. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE.

4.5. BA may use PHI in its possession to provide data aggregation services relating to the health care operations of CE, as provided for in 45 C.F.R. § 164.501.

4.6. BA may disclose PHI in its possession to third parties (subcontractors) for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that the disclosures are required by law or BA has entered into an agreement with subcontractor for the protection and use of PHI with substantially similar terms to this one.

4.7. BA may disclose PHI to other health care providers for the treatment purposes of such provider.

5. NOTIFICATION OF PRIVACY PRACTICES AND RESTRICTIONS.

5.1. CE shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his/her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

5.2. CE shall notify BA of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

6. UNILATERAL TERMINATION.

6.1. Notwithstanding any other provision under this Addendum and pursuant to federal law, BA agrees that this Addendum and the Underlying Agreement may be terminated by CE without penalty should CE, in its sole discretion, determine that BA has violated a material obligation under this Addendum, provided that, CE provides BA with adequate prior notice for BA to remedy the violation.

6.6.2. Notwithstanding any other provision under this Addendum and pursuant to applicable law, CE agrees that this Addendum and the Underlying Agreement may be terminated by BA without penalty should BA, in its sole discretion, determine that CE has violated a material obligation under this Addendum, provided that, BA provides CE with adequate prior notice for CE to remedy the violation.

7. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS. CE may terminate this Addendum and the Underlying Agreement, effective immediately, if (a) BA is named as a defendant in a criminal proceeding for a violation of HIPAA or (b) a finding or stipulation that BA has violated any standard or requirement of HIPAA or other security or privacy

laws is made in any administrative or civil proceeding in which BA has been named.

8. RETURN OR DESTRUCTION OF PHI. Upon termination, cancellation, or expiration of the Underlying Agreement, it will be infeasible to return or destroy any and all PHI which has been stored via Unite Us system as it is needed to provide consumer care and services; the terms of this Addendum shall extend to all such PHI and any further use or disclosure of the PHI by BA shall be limited to that purpose which renders the return or destruction of the PHI infeasible, namely providing consumer care and services. If returning the PHI to CE is not feasible, BA shall destroy any and all PHI maintained by BA in any form whatsoever, including any copies thereof, with the exception of historical data which must be maintained in order to provide continuity of service to consumers. Should the return or destruction of the PHI be determined by BA to not be feasible, the terms of this Addendum shall extend to the PHI until otherwise indicated by CE, and any further use or disclosure of the PHI by BA shall be limited to that purpose which renders the return or destruction of the PHI infeasible. Destruction of PHI must be in accordance with HHS standards and processes for rendering PHI unusable, unreadable, or indecipherable to unauthorized individuals so that it is no longer Unsecured PHI. BA shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of termination, cancellation, or expiration of the Underlying Agreement. Within such thirty (30) days, BA shall certify in writing to CE that such return or destruction has been completed, will deliver to CE identification of PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

9. INDEMNIFICATION. Each Party agrees to indemnify to the extent allowed by North Dakota law, defend and hold harmless the other Party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all other actions, causes of action, claims, suits and demands whatsoever, and from all damages, liabilities, costs, charges, debts, and expenses whatsoever (including costs associated with providing required notifications in the event of BA's breach of Unsecured PHI, and reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted, up to the amount of payment made to BA from CE, or for which they may now or hereafter become subject arising in connection with (a) any misrepresentation, breach of warranty or non- fulfillment of any undertaking on the part of the Party under this Addendum; and (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the Party's performance under this Addendum. Notwithstanding the foregoing, neither Party shall be required indemnify to the extent allowed by North Dakota law the other Party for any action, claim, suit, or demand that arises from the gross negligence or willful or intentional misconduct of the other Party.

10. LIMITATION OF LIABILITY. Except for liability arising as a result of a Party's gross negligence or willful or intentional misconduct, in no other event either Party's aggregate liability under this Addendum exceed two times the aggregate fees for services under the Underlying Agreement to the extent allowed by North Dakota Law

11. NO THIRD-PARTY BENEFICIARIES. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

12. TERM. This Addendum shall become effective on the Effective Date and shall expire when the entire PHI provided by CE to BA is destroyed or returned to CE pursuant to Section 8 above. The Parties agree that Sections 2, 3, 4, 10 and 11 of this Addendum shall survive the termination or expiration of this Addendum. Either Party may terminate this Addendum immediately in the event of (a) a material breach that cannot reasonably be cured within fourteen days, (b) repeated breaches of the same material obligation or (c) a breach that would expose the non-breaching Party to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to the non-breaching Party.

[remainder of this page intentionally left blank]

IN WITNESS THEREOF, the parties have caused this Addendum to be duly executed by their duly authorized representatives as of the Effective Date.

Covered Entity (CE):

Business Associate (BA):

Care Resource Connection

Signature: Amy Lucht
Name: Amy Lucht
Title: CEO
Date: 3.17.2025

Signature: _____
Name: _____
Title: _____
Date: _____

CE Address for Notices:

Care Resource Connection
15571 96th St NE
Otsego, MN 55330
Amy@careresourceconnections.org

BA Address for Notices:

City of Minot
10 3rd Ave SW
Minot, ND 58701

BUSINESS ASSOCIATE AGREEMENT

EFFECTIVE DATE: February 1, 2025

PARTIES:

Trinity Health	Covered Entity
City of Minot	Business Associate

RECITALS:

A. Covered Entity and Business Associate have entered into one or more agreements (collectively, the “Agreement”) in which Business Associate agreed to provide certain services to Covered Entity, which services may involve Business Associate’s receipt, use, disclosure or creation of Protected Health Information on behalf of Covered Entity.

B. The parties desire to enter into this Business Associate Agreement (the “BAA”) to reflect their understandings and obligations with regard to Protected Health Information.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by and between the parties, the receipt and adequacy of which is acknowledged, the parties agree as follows:

AGREEMENTS:

ARTICLE 1. DEFINITIONS

1.1) Catch-All Definition. Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the Privacy Rule and Security Rule.

1.2) Specific Definitions.

(a) Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR 164.402.

(b) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR 164.501.

(c) Electronic Protected Health Information. “Electronic Protected Health Information” shall mean individually identifiable health information that is transmitted in or maintained by electronic media.

(d) Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A, D and E.

(f) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.

(h) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

(i) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(j) Security Rule. “Security Rule” shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.

ARTICLE 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1) Regulatory Compliance. Business Associate agrees that it shall comply with the provisions of the Privacy Rule and Security Rule to the extent such regulations apply directly to Business Associate.

2.2) General. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

2.3) Safeguards. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BAA. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity.

2.4) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA including any Breach.

2.5) Reporting Disclosures and Breaches. Business Associate agrees to report to Covered Entity:

(a) any improper use or disclosure of the Protected Health Information within 10 days of discovery of such improper use or disclosure;

(b) any Security Incident of which it becomes aware, within 5 days of discovery;
and

(c) any Breach or probable Breach, within one day of becoming aware of the Breach or probable Breach. Business Associate may make the initial report orally, but shall provide a full written report to Covered Entity within five days of providing oral notice. Each report (oral or written) shall include, to the extent available at the time of the report, a description of the breach, the Protected Health Information disclosed (including names and contact information), and a description of any remedial action(s) taken by Business Associate.

2.6) Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information or Electronic Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. Business Associate agrees to ensure that any such agent or subcontractor to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information.

2.7) Access to Protected Health Information. In the event Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner determined by Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.8) Amendment of Protected Health Information. In the event Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner determined by Covered Entity.

2.9) Access and Inspection. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.10) Accounting of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, the information

collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

ARTICLE 3.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1) General Use and Disclosure. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

3.2) Use for Business Purposes. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.3) Disclosure for Business Purposes. Except as otherwise limited in this BAA, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that such disclosures are (a) Required By Law; or (b) Business Associate obtains reasonable assurances, prior to disclosure, from the person to whom the information will be disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4) Data Aggregation. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B) and if so requested by Covered Entity.

ARTICLE 4.

OBLIGATIONS OF COVERED ENTITY

4.1) Notification to Business Associate. Covered Entity shall notify Business Associate of: (i) any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information; (ii) any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information; and (iii) any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.2) Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

ARTICLE 5.
TERM AND TERMINATION

5.1) Term. This BAA shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Article 5.

5.2) Termination for Cause. Upon a Party's knowledge of a material breach by the other Party, the aggrieved Party shall either:

(a) Provide an opportunity for the breaching Party to cure the breach or end the violation and terminate the Agreement if the breaching Party does not cure the breach or end the violation within the time specified by the aggrieved Party

(b) Immediately terminate the Agreement if the breaching Party has breached a material term of this BAA and cure is not possible; or

(c) If neither termination nor cure are feasible, report the violation to the Secretary.

5.3) Effect of Termination.

(a) Except as provided in paragraph (b) of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

ARTICLE 6.
INJUNCTIVE RELIEF

6.1) Injunctive Relief. The parties acknowledge that the remedy at law for any breach of the terms of this BAA are inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened

breach by Business Associate or any of its subcontractors of the terms of this BAA, Covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

ARTICLE 7.
MISCELLANEOUS

7.1) Regulatory References. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

7.2) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and Security Rule.

7.3) Survival. Sections 5.3, 6.1 and 6.2 of this BAA shall survive the termination of the Agreement.

7.4) Interpretation. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy Rule or Security Rule.

IN WITNESS WHEREOF, the parties hereto have executed this BAA in the manner appropriate to each.

COVERED ENTITY
TRINITY HELTH

By: _____

Its: _____

BUSINESS ASSOCIATE
City of Minot

By: _____

Name: _____

Its: _____

Date: _____

Company: _____

Address: _____

Phone: _____



TO: Mayor and Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: April 21, 2025

SUBJECT: APPROVAL OF SEIFERT AUCTION SERVICES PROPOSAL FOR CITY OF MINOT POLICE IMPOUND AUCTION

I. RECOMMENDED ACTION

It is recommended City Council approve the use of a city employee-owned business and accept the proposal of Seifert Auction Services; permit city staff to negotiate a services agreement with Seifert Auction Services; and authorize the Council President/Acting Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

The City of Minot submitted a request for proposals (RFP) for an auctioneer for the City of Minot Police Impound Auction. Two bids were received on or before the RFP deadline. In accordance with City policy, the two proposals were reviewed by a board made up of two members of the finance department and two members of the police department. The selection process chose Seifert Auction Services, due in part to the services' ability to conduct an in-person auction. The other service proposal was an online service which would not fit the current impound auction format. Seifert Auction Services is owned and operated by Justin Seifert, who is an employee of the City of Minot. As per city policy, the city council must approve the use of a city employee-owned business.

B. Proposed Project

It is recommended that the city accept the proposal from Seifert Auction Services, a city employee-owned business, for auctioneer services for the City of Minot Police Impound Auction. This auction is necessary to free up storage space within the City of Minot Police Impound lot to ensure the continued function and order of the impoundment process.

C. Recommendation Detail

The City of Minot Police Impound Auction is scheduled for May 10, 2025, and is an in-person auction. As a result, the City selected Seifert Auction Services, a

city employee-owned business, that submitted a proposal in line with the City of Minot Police Departments' current process for auction services.

IV. IMPACT

A. Aspirations

Safe and Welcoming, Excellent and Connected

B. Service/Delivery Impact:

The Minot Police Department Impound Auction permits the police department to maintain the impound lot while recouping impoundment expenses that were levied on taxpayers.

C. Fiscal Impact

The auction proposal is a 15% commission based on gross sales and a \$500.00 advertising fee.

Project Costs

List the cost components and dollar amounts

Project Funding

Place the name of the account or line item

VI. ALTERNATIVES

Alternative 1 - Decline to use Seifert Auction Service, a city employee-owned business, and require the Police Department to re-issue the request for proposal. This would result in a delay in the auction date as it would not be possible to complete this process before the scheduled auction.

Alternative 2 - Decline to use Seifert Auction Service, a city employee-owned business, and require the city to work with an online auction service. This would be a departure from our current process and would result in considerable additional staff hours to transition and work within an online auction format. This would likely cause storage issues for the impound lot until the logistics of this process are complete.

REQUEST FOR PROPOSAL

AUCTIONEER FOR THE CITY OF MINOT POLICE IMPOUND AUCTION

The City of Minot, hereafter referred to as “the City”, is requesting proposals from qualified Auctioneers to provide services for the 2025 Police Impound Auction. The successful service provider will work closely with the Minot Police Department Property and Evidence Division, to meet the City’s needs.

The request for proposals (RFP) does not commit the City to award a contract or contracts and is a proprietary document issued solely for the benefit of the City of Minot. Any response, including written documents and verbal communications, by any service provider to this RFP shall become the property of the City and may be subject to disclosure pursuant to state law.

Service providers responding to the RFP must submit two (2) hard copies of their proposal, signed by a representative authorized to bind the services of the company, in a sealed envelope by:

4:00 PM on APRIL 4, 2025

City of Minot
Attn: Minot Police Department, Clerk
PO Box 5006
10 3rd Ave SW Minot, ND 58702-5006

Incomplete proposals or proposals submitted after the above specified date and time will be rejected. Oral, facsimile, telegraphic, electronic, or mailgram proposals will not be accepted as fulfilling the requirements. No proposal shall be accepted from, or contract awarded to, a firm in which any City of Minot employee, director, or official has a direct or indirect financial interest, in violation of applicable City rules. Entities that are legally related to each other or to a common entity which seek to submit separate and competing proposals, must disclose the nature of their relatedness.

The City shall not be liable for any cost associated with the development, transmittal, or presentation of any proposals submitted in response to this RFP. It shall be the service provider’s responsibility to review and verify the completeness of its proposal.

Any questions pertaining to the RFP should be directed to the Minot Police Department representative via email by March 28, 2025.

Sgt. Jared Foley
jared.foley@minotnd.gov

The City assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during the procurement process.

In addition, the City will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by the City other than those provided by the City through the issuance of addenda. In no event may a service provider rely on any oral statement by the City or its agents, advisers, or consultants. Should a service provider find discrepancies or omissions in this or any other documents proceeded by the City, the service provider should immediately notify the City of such potential discrepancy in writing, and if the City determines clarification to be necessary, a written addendum will be posted to the City website.

Each service provider requesting an interpretation will be responsible for delivering such request to the City’s designated representative as indicated.

BACKGROUND AND INTRODUCTION

It is the intent of the RFP to establish a Professional Services Agreement with one service provider for the Auction services for the City of Minot, Police Department Impound Auction. The agreement will begin at 12:01 A.M., the day after the service provider has been notified that the agreement has been fully executed, and it will expire at 11:59 P.M. on the date two (2) years after commencing the agreement. It is the intent of the City to develop a two (2) year agreement, but the City reserves the right to negotiate a different length of the agreement for a sole option.

THE CITY'S RIGHTS AND OPTIONS

The City, at its' sole discretion, reserves the following rights:

1. To cancel the RFP with or without the substitution of another RFP.
2. To take any action affecting this RFP, this RFP process, or the service of facilities subject to this RFP that would be in the best interest of the City.
3. To issue additional requests for information.
4. To require one or more service providers to supplement, clarify, or provide additional information for the City to evaluate the proposals submitted.
5. To conduct investigations with respect to the qualifications and experience of each service provider.
6. To waive any defect, formality, or irregularity in any proposal received.
7. To reject any or all proposals received.
8. To award all, none, or any part of the services that are in the best interest of the City, with one or more of the service providers responding, which may be done without re- solicitation.
9. To discuss and negotiate with the selected service provider(s), any terms and conditions in the proposals including, but not limited to, financial terms.
10. To enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the service providers responding.

PROPOSAL CONTENT AND FORMAT

A. General Information

The proposal should contain the following items and information:

- Cover Letter – This should be signed by the officers of the company. The letter should indicate that the service provider agrees to and is bound by the proposal as submitted unless modifications are mutually agreed to by the City and the service provider.
- Executive Summary that contains a summary of the proposal.
- Proposed Rate Schedule showing fees for conducting the auction to be performed in accordance with the RFP to include costs of advertising, preparation and mobilization, auctioneer and clerking fees, any other fees associated with conducting an auction.

B. Qualification of Service Providers

- Each service provider must submit a Statement of Qualifications.
- The proposal shall provide general background information about the service provider, including a brief history, incorporation information or legal status, nature of the service provider's business, and a general description of experience and qualifications.
- The proposal shall describe prior experiences like the services required under this RFP.
- Service provider shall indicate all or part of the identified work tasks that qualifies it to do the work requested in the RFP. Current clients for which the similar services are provided should be identified by

name, address, telephone number, and contact person. By submitting this information, the service provider understands and hereby agrees that such persons or entities may be contacted by the City for references. In addition, by submitting the proposal, the service provider agrees that the City may, as part of the background investigation of the service provider, contact any other client or jurisdiction for whom the service provider has done a similar service. The service provider likewise understands that such references may be used by the City in evaluating the proposals submitted.

- The service provider should describe any experience or background in conducting auction services for any other municipality, government agency, or private entity.
- The service provider should describe its Affirmative Action policies.
- The service provider shall furnish any other information which may support and document its experience and qualifications to perform this project, including published articles and anecdotal documentation from companies who have utilized the services described in the proposal submitted.

C. Subcontractors

If the service provider proposes to utilize subcontractors in its performance of the contract, the service provider must explain in detail the portion of the work to be performed by the subcontractor. The subcontractor must be identified in writing in the proposal, together with all information including the qualification, organizational structure, and other background material necessary for the City to determine whether the subcontractor is qualified to assist the service provider with Impound Auction Services.

D. Scope of Work

The recommended minimum requirements for work required by the service provider are as follows:

A clerk or similar position will be available to collect fees from purchasers and issue receipts for purchased items. The clerk or similar position will also be responsible for preparing a report to the Minot Police Department outlining the Auctioneers service statement, copy of the clerking sheets, buyer registrations, itemized statement and a spreadsheet that were used for the City of Minot impound sale

Insurance requirements:

At its sole cost, the proposer shall secure and keep in force from an insurance company authorized to do business in the state of North Dakota, the following insurance coverage: commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence.”



Seifert Auction Services, LLC
780 100th Ave NE,
Minot ND 58703
701-833-4450
seifertauction@yahoo.com

March 24, 2025

City of Minot
Attn: Minot Police Department, Clerk
PO Box 5006
10 3rd Ave SW Minot, ND 58702-5006

Dear Minot Police Department Clerk,

This letter is to express interest in Seifert Auction Services LLC submitting a proposal for the Auctioneer for the City of Minot Police Impound Auction.

Seifert Auction is licensed and insured to provide both auction and clerking services in North Dakota. Seifert Auction offers live and online auctions, contract auctioneering, clerking services and enjoys assisting local organizations by performing at many fundraising auctions.

Seifert Auction Services has previously provided live and online auction services for the City of Minot and is excited at the prospect of providing those services in the future.

This proposal, if accepted, will be the first step in the legally required contract that must be signed by both parties.

Thank you for your consideration,

Justin Seifert

Seifert Auction Services

SEIFERT AUCTION SERVICES

Auctioneer: Justin Seifert, License 2090

Phone: (701)833-4450

seifertauction@yahoo.com

Auctioneer for the City of Minot Police Impound Auction Proposal

City of Minot
Attn: Minot Police Department, Clerk
PO Box 5006
10 3rd Ave SW Minot, ND 58702-5006

Seifert Auction Services, LLC
780 100th Ave NE,
Minot, ND 58703
701-833-4450
seifertauction@yahoo.com

Job name: Auctioneer for the City of Minot Police Impound Auction

Job summary: Seifert Auction will provide professional services including: consulting, advertising, clerking, auctioneering and end of sale settlement details packet.

Proposed project qualifications: Seifert Auction is licensed and insured in the state of North Dakota to perform both auction and clerking services. After completing training with the Western College of Auctioneering and many years of auction experience, Seifert Auction Services was created to offer auction services in the Minot and surrounding area. Seifert Auction offers live and online auctions, contract auctioneering, clerking services and has also performed many fundraising auctions for local organizations.

In 2024, Seifert Auction Services conducted auction sales to include: estate, business inventory reduction, antique and collectables, along with the live City of Minot Impound and online City of Minot Surplus Equipment auction.

Seifert Auction does not discriminate based on age, race, creed, color, sex, or disability.

Proposed Rate Schedule: Flat 15% commission based off of gross sale amount.
Commission includes all Seifert Auction supplied equipment, auctioneering, clerking, additional labor and miscellaneous expenses.

Advertising: \$500 - Standard package includes: Written publications, Auction Zip, BisMan Online, Seifert Auction Services Website and Facebook page

-Increased advertisement exposure is available at an increased cost dependent on client choices.

Seifert Auction Services, LLC
780 100th Ave NE
Minot, ND 58703
701-833-4450
seifertauction@yahoo.com

Introduction

Seifert Auction Services, LLC is seeking the opportunity to provide auctioneer services for the City of Minot Impound Auction.

Seifert Auction is a small, locally owned auction company that was created out of a love of the auction industry and a desire to provide exceptional service.

Opportunity

Seifert Auction is a single company that can provide all auction services needed for the City of Minot Impound Auction.

Solution

When contracting with Seifert Auction, the commission fee includes all Seifert Auction supplied equipment, auctioneering, clerking, additional labor and miscellaneous expenses.

Proposal

Seifert Auction can provide auction services at a flat rate of 15% commission with an additional advertising package for \$500.

Conclusion

This proposal is to provide a competitive, professional auction service to assist the City of Minot Police Department liquidate impounded vehicles and miscellaneous items.

Terms and Conditions: This proposal shall be binding as written and serves as the first step in the creation of the legally required contract that must be signed by both parties.

Client signature: _____

Printed name: _____

Date: _____

Contractor signature: _____

Printed name: _____

Date: _____

References:

Kevin Huston, Huston Auction Service

Minot, ND

701-720-3470

Seifert Auction has worked with Huston Auction Service in multiple capacities

Ben Stiegelmeier, Integrity Auctioneers

Harvey, ND

605-850-1330

Seifert Auction performed contract auctioneer services

Steve Burton, Outfitters

Minot, ND

701-720-9354

Seifert Auction conducted a business inventory reduction sale

City of Minot Police Department Representative

Minot, ND

701-852-0111

Seifert Auction provided auction services for 2024 impound auction



TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY TO ALL BIDDING AT AUCTIONS SALES CONDUCTED BY OR IN CONJUNCTION WITH SEIFERT AUCTION SERVICES, LLC. BY REGISTERING TO PARTICIPATE IN A SEIFERT AUCTION SERVICES, LLC AUCTION SALE, YOU EXPRESSLY AGREE TO THESE TERMS AND CONDITIONS.

- BY REGISTERING FOR A BID NUMBER AND BIDDING AT AN AUCTION YOU AGREE TO THESE TERMS AND CONDITIONS.
- ALL ITEMS SOLD "AS IS, WHERE IS". ALL SALES ARE FINAL. NO RETURNS OR REFUNDS.
- ALL GUARANTEES ARE BETWEEN BUYER AND SELLER. SEIFERT AUCTION SERVICES, LLC CAN'T BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE DESCRIPTION OF THE MERCHANDISE.
- ALL PURCHASES MUST BE SETTLED FOR DAY OF SALE. NO ITEMS WILL BE REMOVED UNTIL PAID FOR.
- BUYER IS RESPONSIBLE FOR THEIR PURCHASES, BOTH PAYMENT AND REMOVAL FROM THE PREMISES. SEIFERT AUCTION SERVICES, LLC IS NOT RESPONSIBLE FOR ITEMS LOST OR STOLEN AT A SALE.
- ALL STATEMENTS MADE AT THE TIME OF SALE TAKE PRECEDENCE OVER ANY ADVERTISING MATERIAL.
- BUYERS ARE RESPONSIBLE FOR COORDINATING PICKUP WITH THE APPROPRIATE PERSON IF NOT TAKEN DAY OF SALE.
- SEIFERT AUCTION SERVICES, LLC CANNOT BE HELD RESPONSIBLE FOR ANY ACCIDENTS ON OR NEAR THE SALE PREMISES.
- THIS IS A PUBLIC AUCTION AND AS SUCH, ALL QUALIFIED BIDDERS MAY BID, INCLUDING SEIFERT AUCTION SERVICES, LLC OWNERS, EMPLOYEES, FAMILY AND FRIENDS. ABSENTEE BIDS ACCEPTED, BOTH WRITTEN AND PHONE-IN (ABILITY TO TAKE PHONE-IN BIDS AT TIME OF SALE VARIES ON STAFFING AT SALE).
- SEIFERT AUCTION SERVICES, LLC RESERVES THE RIGHT TO REFUSE BID NUMBERS TO ANYONE FOR ANY REASON.
- SEIFERT AUCTION SERVICES, LLC RESERVES THE RIGHT TO POSTPONE, EXTEND, OR CANCEL ANY AUCTION, BID, OR ITEMS IN ANY AUCTION AT ANY TIME WITHOUT PRIOR NOTICE. BY PARTICIPATING IN AN AUCTION, YOU AGREE THAT IN ANY DISPUTE ON ANY AUCTION, ITEM OR BID, SEIFERT AUCTION SERVICES HAS THE EXCLUSIVE AUTHORITY TO MAKE BINDING AND NON-APPEALABLE DECISION(S) REGARDING ANY SUCH DISPUTE.
- ANY ITEMS LEFT ON THE PREMISES FOR OVER 30 DAYS WILL BE CONSIDERED FORFEITED BY THE BUYER AND OWNERSHIP WILL REVERT BACK TO THE SELLER.
- UNLESS OTHERWISE STATED, SEIFERT AUCTION SERVICES, LLC RESERVES THE RIGHT TO CHANGE AND AMEND THESE TERMS AND CONDITIONS FROM TIME TO TIME.

COMMON POLICY DECLARATIONS

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY A Stock Company
40 Wantage Avenue, Branchville, NJ 07890

Policy Number: MP0043001009781

Previous Policy Number: _____

No Flat Cancellation

☒ New ☐ Renewal ☐ Rewrite

Policy Period: From 04/29/2024 To 04/29/2025 at **12:01 A.M.** Standard Time at your mailing address shown below.

Named Insured:
Justin Seifert

DBA:
Seifert Auction Service

Mailing Address:
780 100th Ave NE

Minot ND 58703

Agent and Mailing Address: Agent Number: 43001

Risk Placement Services - Salt Lake
10855 S. River Front Pkway #200
South Jordan UT 84095

Tax State: ND State Control Number (NJ & PA):

Surplus Lines Broker Name: Surplus Lines Broker Number:

Form of Business

☒ Individual ☐ Joint Venture ☐ Partnership ☐ Limited Liability Company ☐ Corporation
☐ Organization (other): _____

Business Description:

Auctioneers

Select Coverage Part (for which insurance is being afforded)

☒ Commercial General Liability	\$	500.00
☐ Liquor Liability	\$	
☐ Owners & Contractors Protective	\$	
☐ Commercial Property	\$	
☐ Commercial Inland Marine	\$	
☐ Commercial Crime	\$	
☐ Farm & Ranch	\$	
☐ Auto Dealers	\$	
☐ Other (Describe)	\$	
☐ TRIA	\$	
Policy Taxes and Fees		
Broker Fee - RPS	\$200.00	
ND Surplus Lines Tax	\$12.25	
Total Advance Premium		\$ 500.00
Total Other Charges		\$ 212.25
Total		\$ 712.25

Premiums Shown are payable at inception or as indicated on the individual Coverage Declarations.

Form(s) and Endorsement(s), including edition dates, made a part of this policy at the time of issue: See Schedule of Forms

IP SR 05/08/2024
Date

By: 
Authorized Agent

MUS 01 01 10002 1122

Insured Copy

To Report a Loss
• Dial toll-free #1 (844)777-8323 or visit our
• Website: <https://my.rpsins.com/claimsfnol>
• Contact Insurer directly (see policy section)



Justin Seifert
780 100th Ave NE
Minot, ND 58703
PH: (701) 833-4450
seifertauction@yahoo.com
seifertauction.com
ND License # 2090

Auction Contract

This agreement entered into this date: _____

Seller, City of Minot grants Seifert Auction Services LLC the exclusive right to sell at auction the following property listed and located at the following address 1025 31st AVE SE Minot ND.

Auction Item(s): Impound

Auction Date: 5-10-25 Time: 10:00 am

Auction format: Traditional / Online

Auctioneer's Commission 15 % on Personal Property or \$ _____ minimum, whichever is more

Clerk's Commission — %

Auction will be ABSOLUTE / RESERVE

Buy Backs or No Sales: Yes / No

Buy Backs will be charged full commission Yes / No

Mortgages on any or all properties Yes/No: _____

Toilet ✓ paid by Seller Labor/rate _____ Other Expense _____

Advertising costs paid by seller: package \$500

Terms Seller Agrees:

- A. To furnish all proper deeds, titles, and abstracts to any items listed.
- B. Agrees seller is said owner of any and all property listed.
- C. To prepare all items for sale unless otherwise noted in contract
- D. Agrees to let auctioneers bid for seller and/or auctioneers.
- E. To pay all expenses from the proceeds unless otherwise noted.
- F. To pay all expenses accrued if sale is canceled for any reason.
- G. Help load items when buyer picks them up, if item(s) are at seller's location.
- H. Abide by Seifert Auction Services, LLC Terms and Conditions.

Terms Auctioneers agree:

- A. All proceeds are deposited in custodial account.
- B. To deliver closing within a reasonable time following the sale including a print out or electronic copy of all items sold, price, commission, etc.

ANY ITEMS WITH NO BUYER OR ANY ABBANDONED ITEMS (AFTER 30 DAYS) BECOME THE PROPERTY OF THE LAND OWNER.

SEIFERT AUCTION SERVICES LLC OR ANY AFFILIATES OR EMPLOYEES SHALL NOT BE HELD RESPONSIBLE FOR ANY FIRE, THEFT, ACCIDENTAL DAMAGE AND/OR BREAKAGE TO PROPERTY UNDER THIS AGREEMENT NOR PERSONAL INJURY OR ACCIDENT. INSURANCE COVERAGE SHOULD BE MAINTAINED BY THE SELLER UNTIL ITEMS ARE SOLD.

THIS CONTRACT IS ENFORCEABLE WITHOUT RELIEF FROM VALUATION, APPRAISMENT LAWS AND WITH ATTORNEY FEES. SELLERS AGREE TO THE ABOVE CONDITIONS SET FORTH AND THOROUGHLY UNDERSTAND ALL CONDITIONS AND CONTENT.

☐ I HAVE RECEIVED A COPY, READ AND AGREE TO SEIFERT AUCTION SERVICES, LLC TERMS AND CONDITIONS.

I/WE REPRESENT THAT ALL STATEMENTS MADE ARE TRUE TO THE BEST OF MY/OUR ABILITIES. AS THIS CONTRACT'S HEIRS, ADMINISTRATORS, EXECUTORS, ASSIGNS, AND SUCCESSORS IN TRUST, WE, THE UNDERSIGNED, AGREE TO THE TERMS SET FORTH AND ACCEPT THIS CONTRACT

Seller: _____

Date: _____

Spouse: _____

Date: _____

Representative: _____

Date: _____

Auctioneer: _____

Date: _____

Name on check: _____

Address to send check: _____

Phone: () -



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 21, 2025

SUBJECT: AIRPORT PARKING LOT LIGHT POLE REPLACEMENT

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the purchase and installation of replacement light poles within the rental car parking lot area of the short-term parking lot;**
- 2. Approve the purchase upon the first reading of the budget amendment;**
- 3. Approve the budget amendment; and**
- 4. Authorize the Mayor to sign any necessary documentation.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The existing lighting infrastructure located within a portion of the short term parking lot, currently used for rental car operations, was installed when the original commercial terminal was built in the early 1990's. The infrastructure, equipment, and components of the lighting fixtures have aged to the point of requiring replacement.

B. Proposed Project

The project consists of updating the existing lighting fixtures to match what is in place in the remaining parking lot spaces, all of which were installed during the construction of the new commercial terminal in 2015. Since the construction, there remains additional attic stock of matching fixture heads which will be incorporated into the installation of the new light poles. This will provide cost savings of approximately \$1,500 per fixture, or approximately \$19,500.

C. Recommendation Detail

This project will allow for well-lit open space areas of the airport parking operations providing an increased sense of security and decreased potential for

any security concerns while utilizing existing materials and funds dedicated for such needs.

IV. IMPACT

A. Aspirations

Safe and welcoming

B. Service/Delivery Impact:

This project will allow for well-lit open space areas of the airport parking operations providing an increased sense of security and decreased potential for any security concerns.

C. Fiscal Impact

The anticipated cost of this project is outlined below:

Project Costs

Labor and Materials	\$32,941.00
TOTAL	\$32,941.00

The project was not included in the 2025 budget. Because the project directly supports rental car operations, the use of Customer Facility Charges (CFCs), will be used to fund the project. CFCs may be used for projects and expenses that support rental car operations in a variety of ways including, but not limited to maintenance, infrastructure improvements, and more.

VI. ALTERNATIVES

1. An alternate the City Council could consider is that this project be postponed or denied, resulting in failing lighting, resulting in increased concern for the safety and security of patrons.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
AIRPORT CUSTOMER FACILITY CHARGE REVENUE AND STREET
MAINTENANCE EXPENDITURES FOR PARKING LOT POLE REPLACEMENT.**

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

§1: An ordinance amending the 2025 annual budget to increase the Airport CFC revenue and street maintenance expenditures for parking lot pole replacement:

11000000-36919		\$32,941
11050000-44504		\$32,941

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

PASSED FIRST READING:

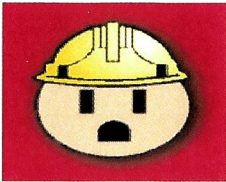
PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk



MAIN ELECTRIC CONSTRUCTION INC.
2626 VALLEY ST.
MINOT, NORTH DAKOTA 58701
PHONE (701)852-3315



PROPOSAL SUBMITTED TO Minot Intl Airport		PHONE	DATE 3/28/25
STREET		JOB NAME Parking Lot Lighting Retro	
CITY, STATE AND ZIP CODE Minot ND 58701		JOB LOCATION	
ARCHITECT	DATE OF PLANS		PROPOSAL NO.

We hereby submit specifications and estimates for:

We propose the following:

- 1) Demo all old light fixtures. Take down and remove from site.
- 2) Set new light poles on existing bases. Pull wire and terminate.
- 3) Put up LED light heads, supplied by owner, on new poles.
- 4) Work as per drawing that is attached to this quote sent by Alex Choi.

The light poles on the north side of the parking lot will be single heads.
The light poles in the middle of the parking lot will be double heads.

email: alex.choi@minotnd.gov

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: Thirty-two thousand nine hundred forty-one dollars (\$ \$32,941.00). Payment to be made as follows: NET 30 DAYS All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Authorized Signature:  Boyd Rakness, Project Manager Note: This proposal may be withdrawn by us if not accepted within 30 days.	
Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	SIGNATURE
DATE OF ACCEPTANCE:	SIGNATURE



MOT - Short

Airport Rd



TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: April 21, 2025

**SUBJECT: NDDOT BID CONCURRENCE - PUPPY DOG COULEE BROADWAY
CULVERT REPLACEMENT**

I. RECOMMENDED ACTION

It is recommended City Council concur with the low bid from Central Specialties.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

The NDDOT is replacing the metal culvert under Broadway that conveys Puppy Dog Coulee at the US 83 Interchange. Last month, Council approved the CPM agreement with the NDDOT. The City's cost share is only tied to the signal painting on this project. The rest of the project is funded by the State.

B. Proposed Project

On Friday, April 11th, bids were taken on this project with the lowest bid coming from Central Specialties Inc. of Alexandria MN. The bid for the project was higher than estimated. The City's cost share was anticipated to be \$16,500 for the signal painting, but the cost of those items was bid at \$38,830.01, which includes engineering. Due to this cost, staff will ask that the signal painting be removed from the project via change order after NDDOT awards the project. Staff will look for other opportunities to paint the signal at a future date.

C. Recommendation Detail

Due to the City's portion of the project coming in over double the estimate, staff will work with the NDDOT to have the work removed from the contract.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

The existing culvert will be replaced with a concrete box culvert which has a 50-year or greater service life. This will allow safe movement of traffic above the culvert while being able to convey the 100-year storm event.

C. Fiscal Impact

The NDDOT has now bid the project with costs allocated per the CPM agreement with the NDDOT. The City's cost share is solely related to the signal painting. Since the cost is double the estimate, staff will attempt to remove the work from the project. If the work cannot be removed from the project, staff will manage the signal maintenance budget accordingly to stay within the division budget.

Project Costs

\$38,830.01

Project Funding

Traffic Division Signals and Lighting

VI. ALTERNATIVES

Alternative 1: N/A

April 11, 2025

Lance Meyer
City Engineer
PO Box 5006
Minot, ND 58702

**PROJECTS: NH-CPU-4-083(142)198, PCN 22048 – WARD CO; US 83, NEAR JCT OF US 83 AND
US 2 - MINOT**

Bids for the construction on the above noted project were taken at our bid opening of April 11, 2025. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for STRUCTURE REPLACEMENT, SURFACING, SIGNAL, AND INCIDENTALS was submitted by Central Specialties Inc of Alexandria, MN in the amount of \$4,223,499.72. According to the agreement with the City of Minot, the City's share of project **NH-CPU-4-083(142)198** is estimated to be \$38,830.01. See contract detail estimates for cost breakdown and limits.

Before we can award to the low bidder, we need the City of Minot to **concur**, in writing, in the estimated amount before April 21, 2025, if possible.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,



Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Project Number: **NH-CPU-4-083(142)198**

PCN: **22048**

Job Number: **22048**

Bid Opening Date: **4/11/2025**

English/Metric: **ENGLISH**

Signed Date:

Contract with **CENTRAL SPECIALTIES INC ALEXANDRIA, MN**

County(s): **WARD**

Location: **US 83, NEAR JCT OF US 83 AND US 2 - MINOT**

North Dakota **FEDERAL AID**Bid Opening Date: **4/11/2025**Project Number: **NH-CPU-4-083(142)198**PCN: **22048**Job Number: **22048**English/Metric: **ENGLISH**Roadway: **URBAN****LRS_ID U83N000M MEASURE 171.9981**
CURRENT NBI #0083-198.473
NEW NBI #0083-198.488Type: **STRUCTURE REPLACEMENT, SURFACING, SIGNAL, AND INCIDENTALS**Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	\$6,500.00	\$6,500.00
202	0105	REMOVAL OF STRUCTURE	1.000	L SUM	\$75,000.00	\$75,000.00
202	0130	REMOVAL OF CURB & GUTTER	1,524.000	LF	\$20.00	\$30,480.00
202	0136	REMOVAL OF PAVEMENT	3,470.000	TON	\$35.00	\$121,450.00
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	32.000	LF	\$75.00	\$2,400.00
202	0230	REMOVAL OF INLETS	1.000	EA	\$1,080.00	\$1,080.00
202	0350	REMOVAL OF TEMPORARY BYPASS	1.000	EA	\$110,000.00	\$110,000.00
203	0101	COMMON EXCAVATION-TYPE A	10,801.000	CY	\$50.00	\$540,050.00
203	0109	TOPSOIL	716.000	CY	\$15.00	\$10,740.00
203	0113	COMMON EXCAVATION-WASTE	3,297.000	CY	\$20.00	\$65,940.00
203	0140	BORROW-EXCAVATION	1,212.000	CY	\$55.00	\$66,660.00
210	0050	BOX CULVERT EXCAVATION	1.000	EA	\$130,000.00	\$130,000.00
210	0210	FOUNDATION FILL	2,008.000	CY	\$60.00	\$120,480.00
210	0250	BOX CULVERT FOUNDATION AGGREGATE	246.000	CY	\$130.00	\$31,980.00
210	0405	FOUNDATION PREPARATION-BOX CULVERT	1.000	EA	\$39,000.00	\$39,000.00
216	0100	WATER	170.000	M GAL	\$50.00	\$8,500.00
251	0200	SEEDING CLASS II	1.070	ACRE	\$1,680.00	\$1,797.60
251	2000	TEMPORARY COVER CROP	1.040	ACRE	\$75.00	\$78.00
253	0201	HYDRAULIC MULCH	2.110	ACRE	\$1,790.00	\$3,776.90
255	0102	ECB TYPE 2	273.000	SY	\$3.85	\$1,051.05
256	0201	RIPRAP GRADE II	1,405.500	TON	\$110.00	\$154,605.00
260	0200	SILT FENCE SUPPORTED	635.000	LF	\$3.30	\$2,095.50
260	0201	REMOVE SILT FENCE SUPPORTED	635.000	LF	\$0.52	\$330.20
261	0112	FIBER ROLLS 12IN	620.000	LF	\$3.20	\$1,984.00
261	0113	REMOVE FIBER ROLLS 12IN	20.000	LF	\$0.55	\$11.00
262	0100	FLOTATION SILT CURTAIN	100.000	LF	\$10.20	\$1,020.00
262	0101	REMOVE FLOTATION SILT CURTAIN	100.000	LF	\$1.85	\$185.00
302	0120	AGGREGATE BASE COURSE CL 5	4,846.000	TON	\$32.00	\$155,072.00
401	0050	TACK COAT	285.800	GAL	\$4.00	\$1,143.20
401	0060	PRIME COAT	999.100	GAL	\$6.00	\$5,994.60
401	0160	BLOTTER MATERIAL CL 44	21.500	TON	\$118.00	\$2,537.00
430	0045	SUPERPAVE FAA 45	1,113.000	TON	\$89.00	\$99,057.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	430.000	TON	\$119.00	\$51,170.00
430	1000	CORED SAMPLE	12.000	EA	\$100.00	\$1,200.00
430	5821	PG 58V-34 ASPHALT CEMENT	66.800	TON	\$727.00	\$48,563.60
550	3005	CONCRETE MEDIAN PAVEMENT	521.000	SY	\$125.86	\$65,573.06
606	1010	10FT X 10FT PRECAST RCB CULVERT	228.000	LF	\$2,515.00	\$573,420.00
606	5010	10FT X 10FT PRECAST RCB END SECTION	2.000	EA	\$67,000.00	\$134,000.00
702	0100	MOBILIZATION	1.000	L SUM	\$405,000.00	\$405,000.00
704	0100	FLAGGING	96.000	MHR	\$65.00	\$6,240.00
704	1000	TRAFFIC CONTROL SIGNS	3,492.000	UNIT	\$3.50	\$12,222.00
704	1038	ATTENUATION DEVICE-TYPE B-40	2.000	EA	\$4,675.00	\$9,350.00
704	1052	TYPE III BARRICADE	17.000	EA	\$90.00	\$1,530.00

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Bid Opening Date: **4/11/2025**

Project Number: **NH-CPU-4-083(142)198**

PCN: **22048**

Job Number: **22048**

English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
704	1060	DELINEATOR DRUMS	242.000	EA	\$25.00	\$6,050.00
704	1067	TUBULAR MARKERS	43.000	EA	\$8.00	\$344.00
704	1087	SEQUENCING ARROW PANEL-TYPE C	2.000	EA	\$1,200.00	\$2,400.00
704	1500	OBLITERATION OF PAVEMENT MARKING	5,627.000	SF	\$3.25	\$18,287.75
704	3511	STATE FURNISHED MEDIAN BARRIER	250.000	LF	\$120.00	\$30,000.00
708	1540	INLET PROTECTION-SPECIAL	1.000	EA	\$185.00	\$185.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	1.000	EA	\$30.00	\$30.00
709	0100	GEOSYNTHETIC MATERIAL TYPE G	4,265.000	SY	\$5.00	\$21,325.00
709	0155	GEOSYNTHETIC MATERIAL TYPE RR	1,125.000	SY	\$5.00	\$5,625.00
714	4100	PIPE CONDUIT 18IN	100.000	LF	\$100.00	\$10,000.00
714	4101	PIPE CONDUIT 18IN-STORM DRAIN	36.000	LF	\$135.00	\$4,860.00
722	3510	INLET-TYPE 2	1.000	EA	\$7,675.00	\$7,675.00
748	0140	CURB & GUTTER-TYPE I	1,632.000	LF	\$72.16	\$117,765.12
754	0162	REMOVE & RESET DELINEATORS	13.000	EA	\$124.00	\$1,612.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	164.000	LF	\$24.00	\$3,936.00
754	0592	RESET SIGN PANEL	10.000	EA	\$60.00	\$600.00
754	0806	OBJECT MARKERS - TYPE III (BACK TO BACK)	2.000	EA	\$218.00	\$436.00
762	0110	EPOXY PVMT MK 4IN LINE-GROOVED	4,725.000	LF	\$1.95	\$9,213.75
762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	1,665.000	LF	\$3.90	\$6,493.50
762	0135	EPOXY PVMT MK 24IN LINE-GROOVED	72.000	LF	\$32.44	\$2,335.68
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	128.000	SF	\$22.55	\$2,886.40
762	0420	SHORT TERM 4IN LINE-TYPE R	18,364.000	LF	\$1.70	\$31,218.80
762	0426	SHORT TERM 24IN LINE-TYPE R	52.000	LF	\$15.75	\$819.00
762	1140	PVMT MK PAINTED CURB TOP & FACE	1,580.000	LF	\$3.10	\$4,898.00
764	0145	W-BEAM GUARDRAIL END TERMINAL	1.000	EA	\$3,595.00	\$3,595.00
764	2081	REMOVE END TREATMENT & TRANSITION	1.000	EA	\$250.00	\$250.00
772	2810	TEMPORARY TRAFFIC SIGNALS	2.000	EA	\$6,731.00	\$13,462.00
772	2904	REVISE TRAFFIC SIGNAL SYSTEM	1.000	EA	\$126,950.00	\$126,950.00
900	1000	TEMPORARY STREAM DIVERSION	1.000	EA	\$5,000.00	\$5,000.00
930	8230	SHORING	1.000	EA	\$650,680.00	\$650,680.00

Subtotal

\$4,188,199.71

Eng and Contg

\$418,819.97

Total

\$4,607,019.68

Length

0.1090 Miles

Construction		
Estimated Cost		\$4,607,019.68
NH FEDERAL FUNDS	80.93%	\$3,728,461.03
NH STATE FUNDS	19.07%	\$878,558.65

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Project Number: **NH-CPU-4-083(142)198**

PCN: **22048**

Job Number: **22048**

Bid Opening Date: **4/11/2025**

English/Metric: **ENGLISH**

Roadway: **URBAN**

US 83, LRS_ID U83N000M RP 198.3821 (171.9029) TO RP 198.4911 (172.0121)

Type: **TRAFFIC SIGNAL PAINTING**

Participating: N						
Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
772	8000	PAINT SIGNAL STANDARD	3.000	EA	\$6,600.00	\$19,800.00
772	8001	PAINT SIGNAL STANDARD MA	3.000	EA	\$5,166.67	\$15,500.01
Subtotal						\$35,300.01
Eng and Contg						\$3,530.00
Total						\$38,830.01

Length **0.0000 Miles**

		Construction
Estimated Cost		\$38,830.01
CPU MINOT CITY FUNDS	100.00%	\$38,830.01

Type: **SPECIAL ITEMS**

Item Description			Amount
PRELIMINARY ENGINEERING			\$393,027.47
Funding Splits:			
	NH FEDERAL FUNDS	80.93%	\$318,077.13
	NH STATE FUNDS	19.07%	\$74,950.34

Summary for Project

Length	0.1090 Miles	WARD	0.1090 Miles
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Estimated Total Construction Cost:	\$4,223,499.72
Estimated Total Eng and Contg:	\$422,349.97

	Construction	Special Items	Total
Estimated Cost	\$4,645,849.69	\$393,027.47	\$5,038,877.16
NH FEDERAL FUNDS	\$3,728,461.03	\$318,077.13	\$4,046,538.16
NH STATE FUNDS	\$878,558.65	\$74,950.34	\$953,508.99
CPU MINOT CITY FUNDS	\$38,830.01	\$0.00	\$38,830.01

NDDOT TO MAKE CONTRACTOR PAYMENTS. THIS PROJECT IS PRIMARY REGIONAL, SO THE FUNDING SPLIT WILL BE 80.93% FEDERAL AND 19.07% STATE. THERE ARE ALSO A COUPLE INELIGIBLE ITEMS BEING PAID 100% BY CITY OF MINOT.

THIS PROJECT USES BRIDGE OA NOT URBAN.

ND DEPARTMENT OF TRANSPORTATION				SHEET NO 1 OF 4		ABSTRACT OF BIDS RECEIVED				
PROJECT NO. NH-CPU-4-083(142)198				NO. 22048	BIDDER ENGINEERS ESTIMATE		BIDDER CENTRAL SPECIALTIES INC		BIDDER KNIFE RIVER MATERIAL S	
COUNTY & DATE WARD (101) APR 11, 2025 09:30AM							ALEXANDRIA, MN		BEMIDJI, MN	
LENGTH & TYPE 0.109 US 83, SOUTH OF US 2 - MINOT										
COMPLETION TIME 10/25/25 STRUCTURE REPLACEMENT, SURFACING, SIGN					C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	
103	CONTRACT BOND	L SUM	1000	20000000	20000000	6500000	6500000	16500000	16500000	
202	REMOVAL OF STRUCTURE	L SUM	1000	30000000	30000000	75000000	75000000	35000000	35000000	
202	REMOVAL OF CURB & GUTTER	LF	1524000	10000	1524000	20000	3048000	10000	1524000	
202	REMOVAL OF PAVEMENT	TON	3470000	20000	6940000	35000	12145000	20000	6940000	
202	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	32000	55000	1760000	75000	2400000	50000	1600000	
202	REMOVAL OF INLETS	EA	1000	700000	700000	1080000	1080000	650000	650000	
202	REMOVAL OF TEMPORARY BYPASS	EA	1000	35000000	35000000	110000000	110000000	50000000	50000000	
203	COMMON EXCAVATION-TYPE A	CY	10801000	11000	11881100	50000	54005000	15000	16201500	
203	TOPSOIL	CY	716000	6500	4654000	15000	10740000	15000	10740000	
203	COMMON EXCAVATION-WASTE	CY	3297000	16000	52752000	20000	65940000	20000	65940000	
203	BORROW-EXCAVATION	CY	1212000	14000	16968000	55000	66660000	40000	48480000	
210	BOX CULVERT EXCAVATION	EA	1000	30000000	30000000	130000000	130000000	100000000	100000000	
210	FOUNDATION FILL	CY	2008000	55000	11044000	60000	12048000	50000	10040000	
210	BOX CULVERT FOUNDATION AGGREGATE	CY	246000	70000	17220000	130000	31980000	175000	43050000	
210	FOUNDATION PREPARATION-BOX CULVERT	EA	1000	20000000	20000000	390000000	390000000	1100000000	1100000000	
216	WATER	M GAL	170000	26000	4420000	50000	8500000	15000	2550000	
251	SEEDING CLASS II	ACRE	10070	1300000	1391000	1680000	1797600	1850000	1979500	
251	TEMPORARY COVER CROP	ACRE	1040	230000	239200	75000	78000	750000	780000	
253	HYDRAULIC MULCH	ACRE	2110	3350000	706850	1790000	377690	2950000	622450	
255	ECB TYPE 2	SY	273000	6000	1638000	3850	105105	6250	170625	
256	RIPRAP GRADE II	TON	1405500	95000	133522500	110000	15460500	100000	14055000	
260	SILT FENCE SUPPORTED	LF	635000	3000	1905000	3300	2095500	4850	307975	
260	REMOVE SILT FENCE SUPPORTED	LF	635000	1000	635000	520	330200	1000	635000	
261	FIBER ROLLS 12IN	LF	620000	3000	1860000	3200	198400	5450	337900	
261	REMOVE FIBER ROLLS 12IN	LF	20000	1000	20000	550	1100	1000	2000	
262	FLOTATION SILT CURTAIN	LF	100000	12000	1200000	10200	1020000	22000	2200000	
262	REMOVE FLOTATION SILT CURTAIN	LF	100000	3000	300000	1850	185000	6000	600000	
302	AGGREGATE BASE COURSE CL 5	TON	4846000	35000	16961000	32000	15507200	35000	16961000	
401	TACK COAT	GAL	285800	2500	714500	4000	1143200	3000	857400	
401	PRIME COAT	GAL	999100	3000	2997300	6000	5994600	5000	4995500	
401	BLOTTER MATERIAL CL 44	TON	21500	20000	430000	118000	2537000	75000	1612500	
430	SUPERPAVE FAA 45	TON	1113000	65000	72345000	89000	99057000	125000	139125000	
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	430000	155000	66650000	119000	51170000	200000	86000000	
430	CORED SAMPLE	EA	12000	15000	180000	100000	1200000	15000	180000	
430	PG 58V-34 ASPHALT CEMENT	TON	66800	625000	41750000	727000	48563600	650000	43420000	
550	CONCRETE MEDIAN PAVEMENT	SY	521000	150000	78150000	125860	65573060	138000	71898000	
606	10FT X 10FT PRECAST RCB CULVERT	LF	228000	2000000	456000000	2515000	573420000	3000000	684000000	
606	10FT X 10FT PRECAST RCB END SECTION	EA	2000	400000000	80000000	67000000	134000000	70000000	140000000	
702	MOBILIZATION	L SUM	1000	385000000	385000000	405000000	405000000	1200000000	1200000000	
704	FLAGGING	MHR	96000	58000	5568000	65000	6240000	85000	8160000	
704	TRAFFIC CONTROL SIGNS	UNIT	3492000	2250	7857000	3500	12222000	3500	12222000	
704	ATTENUATION DEVICE-TYPE B-40	EA	2000	5300000	10600000	4675000	9350000	4675000	9350000	
704	TYPE III BARRICADE	EA	17000	125000	2125000	90000	1530000	90000	1530000	
704	DELINEATOR DRUMS	EA	242000	25000	6050000	25000	6050000	25000	6050000	
704	TUBULAR MARKERS	EA	43000	5000	2150000	8000	3440000	8000	3440000	
704	SEQUENCING ARROW PANEL-TYPE C	EA	2000	850000	1700000	1200000	2400000	1200000	2400000	
704	OBLITERATION OF PAVEMENT MARKING	SF	5627000	2000	11254000	3250	1828775	3250	1828775	
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION				AWARD TO: CENTRAL SPECIALTIES INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.				
Deputy Director For Engineering:				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering				
1										

ND DEPARTMENT OF TRANSPORTATION					SHEET NO. 2 OF 4		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. NH-CPU-4-083(142)198			NO. 22048		BIDDER ENGINEERS ESTIMATE		BIDDER CENTRAL SPECIALTIES INC		BIDDER KNIFE RIVER MATERIAL S	
COUNTY & DATE WARD (101) APR 11, 2025 09:30AM							ALEXANDRIA, MN		BEMIDJI, MN	
LENGTH & TYPE US 83, SOUTH OF US 2 - MINOT							C.C. BOND RANK 01		C.C. BOND RANK 02	
COMPLETION TIME 10/25/25 STRUCTURE REPLACEMENT, SURFACING, SIGN					C.C. CHECK RANK 00					
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	
704	STATE FURNISHED MEDIAN BARRIER	LF	250000	60000	15000000	120000	30000000	197500	4937500	
708	INLET PROTECTION-SPECIAL	EA	1000	300000	300000	185000	185000	550000	550000	
708	REMOVE INLET PROTECTION-SPECIAL	EA	1000	65000	65000	30000	30000	100000	100000	
709	GEOSYNTHETIC MATERIAL TYPE G	SY	4265000	2000	8530000	5000	21325000	5000	21325000	
709	GEOSYNTHETIC MATERIAL TYPE RR	SY	1125000	5000	5625000	5000	5625000	5000	5625000	
714	PIPE CONDUIT 18IN	LF	100000	110000	11000000	100000	10000000	150000	15000000	
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	36000	110000	3960000	135000	4860000	175000	6300000	
722	INLET-TYPE 2	EA	1000	5500000	5500000	7675000	7675000	7500000	7500000	
748	CURB & GUTTER-TYPE I	LF	1632000	90000	146880000	72160	11776512	68000	11097600	
754	REMOVE & RESET DELINEATORS	EA	13000	140000	1820000	124000	1612000	124000	1612000	
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	164000	25000	4100000	24000	3936000	24000	3936000	
754	RESET SIGN PANEL	EA	10000	200000	2000000	60000	600000	60000	600000	
754	OBJECT MARKERS - TYPE III (BACK TO BACK)	EA	2000	300000	600000	218000	436000	218000	436000	
762	EPOXY PVMT MK 4IN LINE-GROOVED	LF	4725000	5500	25987500	1950	9213750	1950	9213750	
762	EPOXY PVMT MK 8IN LINE-GROOVED	LF	1665000	12000	19980000	3900	6493500	3900	6493500	
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	72000	40000	2880000	32440	2335680	32440	2335680	
762	EPOXY PVMT MK MESSAGE-GROOVED	SF	128000	66000	8448000	22550	2886400	22550	2886400	
762	SHORT TERM 4IN LINE-TYPE R	LF	18364000	1000	18364000	1700	31218800	1700	31218800	
762	SHORT TERM 24IN LINE-TYPE R	LF	52000	10000	520000	15750	819000	15750	819000	
762	PVMT MK PAINTED CURB TOP & FACE	LF	1580000	10000	15800000	3100	4898000	3100	4898000	
764	W-BEAM GUARDRAIL END TERMINAL	EA	1000	3500000	3500000	3595000	3595000	3595000	3595000	
764	REMOVE END TREATMENT & TRANSITION	EA	1000	350000	350000	250000	250000	250000	250000	
772	TEMPORARY TRAFFIC SIGNALS	EA	2000	20000000	40000000	6731000	13462000	6731000	13462000	
772	REVISE TRAFFIC SIGNAL SYSTEM	EA	1000	150000000	150000000	126950000	126950000	126950000	126950000	
772	PAINT SIGNAL STANDARD	EA	3000	2500000	7500000	6600000	19800000	6600000	19800000	
772	PAINT SIGNAL STANDARD MA	EA	3000	2500000	7500000	5166670	15500010	5166670	15500010	
900	TEMPORARY STREAM DIVERSION	EA	1000	30000000	30000000	5000000	50000000	50000000	50000000	
930	SHORING	EA	1000	70000000	70000000	650680000	650680000	760000000	760000000	
TOTAL					270254950		422349972		486351829	
						NO LIMIT		NO LIMIT		
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:			AWARD TO: CENTRAL SPECIALTIES INC			WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.				
2			DATE OF AWARD			DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering				

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 3 OF 4		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. NH-CPU-4-083(142)198				NO. 22048		BIDDER MARTIN CONSTRUCTION INC		BIDDER	
COUNTY & DATE WARD (101) APR 11, 2025 09:30AM						DICKINSON, ND			
LENGTH & TYPE 0.109 US 83, SOUTH OF US 2 - MINOT						C.C. BOND RANK 03		C.C.	
COMPLETION TIME 10/25/25 STRUCTURE REPLACEMENT, SURFACING, SIGN									
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	21216170	2121617				
202	REMOVAL OF STRUCTURE	L SUM	1000	122464000	12246400				
202	REMOVAL OF CURB & GUTTER	LF	1524000	33070	5039868				
202	REMOVAL OF PAVEMENT	TON	3470000	14830	5146010				
202	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	32000	63060	201792				
202	REMOVAL OF INLETS	EA	1000	2017950	201795				
202	REMOVAL OF TEMPORARY BYPASS	EA	1000	80794800	8079480				
203	COMMON EXCAVATION-TYPE A	CY	10801000	19690	21267169				
203	TOPSOIL	CY	716000	27760	1987616				
203	COMMON EXCAVATION-WASTE	CY	3297000	32330	10659201				
203	BORROW-EXCAVATION	CY	1212000	39510	4788612				
210	BOX CULVERT EXCAVATION	EA	1000	97456750	9745675				
210	FOUNDATION FILL	CY	2008000	72130	14483704				
210	BOX CULVERT FOUNDATION AGGREGATE	CY	246000	113390	2789394				
210	FOUNDATION PREPARATION-BOX CULVERT	EA	1000	42070800	4207080				
216	WATER	M GAL	170000	92930	1579810				
251	SEEDING CLASS II	ACRE	1070	2035000	217745				
251	TEMPORARY COVER CROP	ACRE	1040	825000	85800				
253	HYDRAULIC MULCH	ACRE	2110	3245000	684695				
255	ECB TYPE 2	SY	273000	6880	187824				
256	RIPRAP GRADE II	TON	1405500	105650	14849108				
260	SILT FENCE SUPPORTED	LF	635000	5340	339090				
260	REMOVE SILT FENCE SUPPORTED	LF	635000	1100	69850				
261	FIBER ROLLS 12IN	LF	620000	6000	372000				
261	REMOVE FIBER ROLLS 12IN	LF	20000	1100	2200				
262	FLOTATION SILT CURTAIN	LF	100000	24200	242000				
262	REMOVE FLOTATION SILT CURTAIN	LF	100000	6600	66000				
302	AGGREGATE BASE COURSE CL 5	TON	4846000	29460	14276316				
401	TACK COAT	GAL	285800	4400	125752				
401	PRIME COAT	GAL	999100	6490	648416				
401	BLOTTER MATERIAL CL 44	TON	21500	129800	279070				
430	SUPERPAVE FAA 45	TON	1113000	97900	10896270				
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	430000	130900	5628700				
430	CORED SAMPLE	EA	12000	803000	963600				
430	PG 58V-34 ASPHALT CEMENT	TON	66800	803000	5364040				
550	CONCRETE MEDIAN PAVEMENT	SY	521000	123200	6418720				
606	10FT X 10FT PRECAST RCB CULVERT	LF	228000	2892850	65956980				
606	10FT X 10FT PRECAST RCB END SECTION	EA	2000	79344390	15868878				
702	MOBILIZATION	L SUM	1000	904803000	90480300				
704	FLAGGING	MHR	96000	66250	636000				
704	TRAFFIC CONTROL SIGNS	UNIT	3492000	3850	1344420				
704	ATTENUATION DEVICE-TYPE B-40	EA	2000	5142500	1028500				
704	TYPE III BARRICADE	EA	17000	99000	168300				
704	DELINEATOR DRUMS	EA	242000	27500	665500				
704	TUBULAR MARKERS	EA	43000	8800	37840				
704	SEQUENCING ARROW PANEL-TYPE C	EA	2000	1320000	264000				
704	OBLITERATION OF PAVEMENT MARKING	SF	5627000	3580	2014466				
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:				AWARD TO: CENTRAL SPECIALTIES INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.			
3				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering			

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. <u>4</u> OF <u>4</u>		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. NH-CPU-4-083(142)198				NO. 22048		BIDDER MARTIN CONSTRUCTION INC		BIDDER	
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COMPLETION TIME 10/25/25 STRUCTURE REPLACEMENT, SURFACING, SIGN									
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
704	STATE FURNISHED MEDIAN BARRIER	LF	250000	338840	8471000				
708	INLET PROTECTION-SPECIAL	EA	1000	605000	60500				
708	REMOVE INLET PROTECTION-SPECIAL	EA	1000	110000	11000				
709	GEOSYNTHETIC MATERIAL TYPE G	SY	4265000	4980	2123970				
709	GEOSYNTHETIC MATERIAL TYPE RR	SY	1125000	5450	613125				
714	PIPE CONDUIT 18IN	LF	100000	191050	1910500				
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	36000	452760	1629936				
722	INLET-TYPE 2	EA	1000	12000000	1200000				
748	CURB & GUTTER-TYPE I	LF	1632000	81400	13284480				
754	REMOVE & RESET DELINEATORS	EA	13000	136400	177320				
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	164000	26400	432960				
754	RESET SIGN PANEL	EA	10000	66000	66000				
754	OBJECT MARKERS - TYPE III (BACK TO BACK)	EA	2000	239800	47960				
762	EPOXY PVMT MK 4IN LINE-GROOVED	LF	4725000	2150	1015875				
762	EPOXY PVMT MK 8IN LINE-GROOVED	LF	1665000	4290	714285				
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	72000	35680	256896				
762	EPOXY PVMT MK MESSAGE-GROOVED	SF	128000	24810	317568				
762	SHORT TERM 4IN LINE-TYPE R	LF	18364000	1870	3434068				
762	SHORT TERM 24IN LINE-TYPE R	LF	52000	17330	90116				
762	PVMT MK PAINTED CURB TOP & FACE	LF	1580000	3410	538780				
764	W-BEAM GUARDRAIL END TERMINAL	EA	1000	3954500	395450				
764	REMOVE END TREATMENT & TRANSITION	EA	1000	275000	27500				
772	TEMPORARY TRAFFIC SIGNALS	EA	2000	7404100	1480820				
772	REVISE TRAFFIC SIGNAL SYSTEM	EA	1000	139645000	13964500				
772	PAINT SIGNAL STANDARD	EA	3000	21780000	6534000				
772	PAINT SIGNAL STANDARD MA	EA	3000	17050000	5115000				
900	TEMPORARY STREAM DIVERSION	EA	1000	6064000	606400				
930	SHORING	EA	1000	889515000	88951500				
TOTAL						498199112			
					NO LIMIT				
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:				AWARD TO: CENTRAL SPECIALTIES INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.			
4				DATE OF AWARD _____		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering _____			



TO: Mayor and Members of the City Council

FROM: David Lakefield, Finance Director

DATE: April 21, 2025

**SUBJECT: ESTABLISHMENT OF NEW ACCOUNT AT DACOTAH BANK AND
UPDATE RESOLUTION TO INCLUDE THE NEW BANKING ENTITY**

I. RECOMMENDED ACTION

1. It is recommended City Council authorize the Finance Director, City Treasurer, and City Council President to sign any forms required to open the bank account, CD, and Insured Cash Sweep (ICS) account at Dacotah Bank; and
2. Update the resolution designating authorized signers on City bank accounts to include Dacotah Bank shown as a banking institution utilized by the City.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Melody Shelkey, Treasurer, 701-857-4771

III. DESCRIPTION

A. Background

The City has traditionally maintained relationships with a number of financial institutions in the community. In an effort to maximize interest revenue, the City seeks to invest funds in a CD held at Dacotah Bank.

B. Proposed Project

The City will open account(s) for the purpose of holding a CD at Dacotah Bank.

C. Recommendation Detail

The City frequently places requests for quotes on CD's in order to invest in to maximize the rate of return, on City funds.

IV. IMPACT

A. Aspirations

These agreements achieve all the City Council Aspirations: Resilient and Prepared. It provides a smooth transition of power and will allow business to continue with no interruptions.

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

Project Costs

Purchasing the CD will allow the City to lock in a higher interest rate for a year to help maximize higher interest revenues.

Project Funding

N/A, existing City funds will be invested in the new CD.

VI. ALTERNATIVES

The Council could deny the request for opening the new bank account, funds would remain where they're at and the City would forego the additional interest revenue.



RESOLUTION NO. _____

A RESOLUTION DESIGNATING AUTHORIZED SIGNERS ON CITY BANK ACCOUNTS

WHEREAS , in the course of the City of Minot's ("City") business it establishes relationships with various banks for purposes including, but not limited to depository of City funds, borrowing money, or making payments on bonds issued by the City; and

WHEREAS, banks with whom the City does business normally require a City resolution designating which City officials are authorized to open bank accounts and to execute checks and other orders for payment of City funds; and

WHEREAS, the City desires to designate certain City officials to execute checks and other orders for payment of City funds;

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

1. As used in this Resolution, the term "Bank" shall mean any financial institution with whom, pursuant to this Resolution, the City establishes a banking relations. A list of accounts active as of the date of this resolution is attached as Appendix A.
2. That checks, drafts, or other orders for the payment, transfer, or withdrawal of any of the funds or other property of the City on deposit with a Bank shall be binding on the City when signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, by any one of the individuals listed below as Authorized Signers, and the Bank is hereby authorized to pay and charge to the account of the City any such checks, drafts or other orders so signed or otherwise authorized, including those payable to the individual order of the same person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any such indebtedness owing the Bank from the person or persons who signed such checks, drafts, or other withdrawal orders or otherwise authorized such withdrawals. In particular, and not in limitation of foregoing, such persons may authorize payment, transfer, or withdrawal by oral or telephonic directions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the City from time to time.
3. That City's Finance Director or Treasurer will certify to a Bank the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the Authorized Signers listed below and

shall notify the Bank of any change of the persons then authorized to sign or to act.

4. That the holders of the following positions with the City are authorized to sign or act on behalf of the City ("Authorized Signers"):

Finance Director

Treasurer

City Council President

5. That this Resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by a Bank.

Passed and adopted this _____ day of _____, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, City Council

Appendix A

BANK	Pooled Cash Name	Name
1st Western	10010 FW Deposit	General
1st Western	10011 FW PD Bonds	Bond Fund
1st Western	10070 FW Disbursement	Disbursement
1st Western	10052 FW Money Market	MM Savings
1st International	10051 FIRST INTERNATIONAL BANK	MM Savings
Wells Fargo	10075 WELLS FARGO DISBURSEMENT	Pcards
Town & Country Credit Union	10080 TCCU Savings account to hold CD's	CD
Bravera	10050 Bravera	MM Savings
Dacotah Bank	10081 Dacotah Bank account to hold CD's	CD
Bremer	10020 Bremer Deposit	Deposit Account
Bremer	10021 Bremer PD Bonds	Bond Fund
Bremer	10022 Bremer NAWS Money Market	NAWS
Bremer	10023 - Bremer Pension	Pension
Bremer	10024 - Bremer Payroll	Payroll
Bremer	10025 - CDBG	CDBG
Bremer	10026 - Bremer Money Market	MM Savings
Bremer	10027 - Bremer Disbursement	Disbursement

INVESTMENTS

1st Western	10300/15100 SECURITIES FOR LESS THAN OR MORE THAN A YEAR
Stifel	10300/15100 SECURITIES FOR LESS THAN OR MORE THAN A YEAR
Bremer	Agency
Bremer	15101 PENSION TRUST
Bremer	15102 OPEB TRUST
Bremer	NAWS



TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: April 21, 2025

SUBJECT: SHIRLEY COURT STREET LIGHTING DISCUSSION (4763)

I. RECOMMENDED ACTION

It is recommended City Council direct staff on how to proceed based upon the alternatives listed:

Alternative 1: Council can create a special assessment district to fund the project. Council can choose any percentage of city funds to help pay for the district.

Alternative 2: Council can fund the project from reserves and not special assess any of the cost.

Alternative 3: Council can choose not to move forward with any construction project. Staff will continue to attempt to provide street lighting service for the Shirley Court neighborhood until it can no longer be maintained. From which, streetlight service may need to be turned off.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

The six decorative streetlights that appear on the median of Shirley Court have been in service well past their intended lifespan. While the exact age of the Shirley Court streetlights is unknown, staff were able to find information relating to similar streetlights from the 1920's and 1930's, leading staff to believe that the streetlights on Shirley Court are from this era.

Maintenance of the Shirley Court streetlights has been difficult for city staff. Portions of the existing streetlights have completely rusted through and deteriorated. City staff has been required to fabricate material to keep the streetlights in operation as replacement parts have been discontinued for decades and are impossible to obtain.

B. Proposed Project

Action is needed in order to maintain quality streetlight service to the Shirley

Court neighborhood. City staff are proposing a project to fully replace the Shirley Court street lighting system. This would include a new streetlight feed point, six (6) new streetlight poles and LED luminaires.

C. Recommendation Detail

The streetlight project will be designed in-house with assistance from Prairie Engineering.

IV. IMPACT

A. Aspirations

Safe and Welcoming; Resilient and Prepared

B. Service/Delivery Impact:

Replacement of the streetlight system will ensure that the City is able to provide efficient street lighting for the Shirley Court neighborhood for years to come. If a new system is installed, it will meet current lumen standards for residential areas. Adequately maintained roadway lighting can improve nighttime roadway visibility and reduce the risk of crashes by increasing visibility for drivers and other roadway users.

C. Fiscal Impact

New street lighting is typically funded in two ways: developer installed or special assessment.

Council has the option to pay anywhere between 0% to 100% of the cost to replace the system. The City's special assessment policy is silent on any required contribution for street lighting districts, so council has authority to decide how much, if any, the City will contribute. The special assessment cost would be spread over a 10-year period.

\$110,000 is included in the 2025 Budget under Capital Infrastructure Fund for the Shirley Court Streetlight improvement. The \$110,000 is split up with \$71,500 being from special assessments with \$38,500 stemming from Sales Tax second penny funds.

For reference, for Street Light District 65, created in 2023 and completed in 2024, City Council elected to contribute 35% of the project cost to offset the special assessment cost to property owners. Staff has assumed this amount of city contribution in the 2025 budget as that is the precedent council has currently set.

Funding Scenarios

City Cost Share (%)	City Contribution Amount	Assessed Cost per Linear Foot	Average Assessment
0	\$ -	\$ 99.39	\$ 5,919.74
35	\$ 39,366.25	\$ 64.60	\$ 3,847.83

100 \$112,475.00 \$ - \$ -

Project Costs

Estimated Construction Cost	\$ 81,800.00
Contingency, 10%	\$ 8,180.00
Total of All Construction	\$ 89,980.00
Engineering, 10%	\$ 8,998.00
City Administration, 8%	\$ 7,198.40
City Finance, 6%	\$ 5,398.80
Miscellaneous, 1%	\$ 899.80
Right-of-Way and Easement Acquisition	\$ -
Total Costs	\$112,475.00

Project Funding

City funding would come from Sales Tax Infrastructure Reserves at an amount determined by the city's contribution and by special assessment revenue.

VI. ALTERNATIVES

Alternative 1: Council can create a special assessment district to fund the project. Council can choose any percentage of city funds to help pay for the district.

Alternative 2: Council can fund the project from reserves and not special assess any of the cost.

Alternative 3: Council can choose not to move forward with any construction project. Staff will continue to attempt to provide street lighting service for the Shirley Court neighborhood until it can no longer be maintained. From which, streetlight service may need to be turned off.

Shirley Court Street Light Photos





TO: Mayor and Members of the City Council

FROM: Paul Pitner, City Council Member

DATE: April 21, 2025

SUBJECT: PROPERTY TAX EXEMPTION RESOLUTION FOR CHILDCARE CENTERS

I. RECOMMENDED ACTION

It is recommended City Council adopt the attached resolution related to property tax exemptions on Childcare Centers.

II. DEPARTMENT CONTACT PERSONS

Paul Pitner, City Council Member

III. DESCRIPTION

A. Background

The Committee on Childcare met on March 31, 2025, and reviewed information presented by the City of Minot Assessor, Ryan Kamrowski. The information pertained to childcare centers located within the city of Minot. At present, there are some for-profit childcare centers which are not levied a property tax because they are located within a building that is otherwise tax-exempt. There are currently for-profit childcare centers that are levied a property tax because they are located within a commercial building.

On April 7, 2025, the City Council motioned to approve the resolution. The motion failed by a 4-2 vote. Alderman Pitner directed staff to draft a new resolution that affords an exemption for childcare centers until February 1, 2029, or until repealed by the Minot City Council, or in the event the authority to allow this tax exemption is repealed from state law.

B. Proposed Project

N/A

C. Recommendation Detail

The change to the resolution will allow for an exemption to be in place for a set period of time. This will allow for data to be collected on if the exemption is necessary for growth of new centers and will have an impact on retaining the current status of the centers already open in Minot.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Property taxes have not been collected from childcare centers that are located in buildings that are considered tax exempt. If the resolution is adopted, there is not a loss or gain in property tax dollars collected from childcare centers located in tax exempt buildings, but if the resolution is not adopted there would be an estimated gain of approximately \$133,000. If the resolution is adopted there would be an estimated loss of approximately \$44,000 that is currently collected from childcare centers operating in a commercial building.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could chose to not approve the resolution.

Childcare Centers to be added to the 2025 assessments *Valuations and Tax amounts are estimated*										
Parcel	Address	Property Owner	DBA	Sqft	Valuation	Asmt/Sqft	Estimated Tax	Prop Tax/Sqft	Stats	
MI14.C79.000.0010	800 University Ave W	CHURCH OF ST THERESE THE LITTLE FLOWER - MINOT TRUSTEE, INC	The Learning Tree	16026	\$1,740,000	\$108.57	\$ 29,667.00	\$ 1.85		
MI02.876.010.0000	3705 11th St SW	OUR SAVIOR LUTHERAN CHURCH	Little Hands Loving Hearts CDC	6840	\$635,000	\$92.84	\$ 10,826.75	\$ 1.58	Mean	\$1.85
MI25.991.010.0010	1800 Hiawatha St	ZION LUTHERAN CHURCH	Childrens Garden Preschool						Median	\$1.85
MI24.121.001.0000	1024 2nd St SE	VINCENT METHODIST EPISCOPAL CHURCH	Little Legends	9661	\$1,000,000	\$103.51	\$ 17,050.00	\$ 1.76	Range	\$1.39
MI13.288.253.0092	1000 3rd St NE	MINOT COMMUNITY PRESBYTERIAN CHURCH	Escuela	6200	\$780,000	\$125.81	\$ 13,299.00	\$ 2.15	Minimum	\$1.09
MI13.315.000.0071	120 5th Ave NW	FIRST LUTHERAN CHURCH OF MINOT	Acorn Hollow	26132	\$1,670,000	\$63.91	\$ 28,473.50	\$ 1.09	Maximum	\$2.48
MI15.E06.000.0010	502 17th St NW	CHRIST LUTHERAN CHURCH	Magic City Daycare	10644	\$1,550,000	\$145.62	\$ 26,427.50	\$ 2.48		
MI15.113.000.0070	1105 16th St NW	WEST SIDE CHURCH OF GOD	ABC Childcare Center	3995	475000	\$118.90	\$ 8,098.75	\$ 2.03		
MI24.102.280.0060	215 3rd Ave SE	BETHANIA SKANDINAVIAN EVANGELICAL LUTHERAN CHURCH	Bountiful Preschool	TBD	TBD	TBD	TBD	TBD		
MI11.953.040.0120	400 22nd Ave NW	MINOT RIVER OF LIFE ASSEMBLY OF GOD, INC	Little River Childcare	TBD	TBD	TBD	TBD	TBD		
Childcare Centers Currently Assessed										
Parcel	Address	Property Owner	DBA	Sqft	Valuation	Asmt/Sqft	Estimated Tax	Prop Tax/Sqft		
MI02.218.000.0030	3001 N Broadway	MINOT BUILDING, LLC	Destiny Childcare	3000	\$171,000.0	\$57.00	\$ 2,915.55	\$ 0.97		
MI25.781.000.0020	601 18th Ave SE	MAGIC CITY FINANCIAL GROUP LP	Creative Beginnings Day Care	3200	\$465,000.0	\$145.31	\$ 7,928.25	\$ 2.48		
MI02.G27.000.0010	401 40th Ave SW	TIMBER MINOT PROPERTIES, LP	Li'l Acorns	8618	\$1,229,000.0	\$142.61	\$ 20,954.45	\$ 2.43		
MI24.397.020.0020	1016 Burdick Expy E	WALLEYE SLAYER LLC	Tadpole Childcare	3652	\$494,000.0	\$135.27	\$ 8,422.70	\$ 2.31		
MI11.133.010.0041	2121 N Broadway	WATTS, ROOSEVELT W	Watts Little Totts Daycare	2158	\$175,000.0	\$81.09	\$ 2,983.75	\$ 1.38		



RESOLUTION NO. 3856

PROPERTY TAX EXEMPTION FOR EARLY CHILDHOOD OR ADULT DAY CARE SERVICE PROVIDERS.

WHEREAS, the City of Minot is a home rule city, has adopted a home rule charter in accordance with chapter 40-05.1 of the North Dakota Century Code (N.D.C.C.), and has the authority to adopt resolutions and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, N.D.C.C. § 57-02-08(36) permits the governing body of a city, for property within city limits, or of the county, for property outside city limits, may grant a property tax exemption for the portion of fixtures, buildings, and improvements, used primarily to provide early childhood services by a corporation, limited liability company, or organization licensed under chapter 50-11.1 or used primarily as an adult day care center with conditions; and

WHEREAS, the Minot City Council in passing this resolution desires to grant the property tax exemption as contemplated in N.D.C.C. § 57-02-08(36); and

THEREFORE, BE IT HEREBY RESOLVED, by the Minot City Council that a property tax exemption is hereby approved for property within city limits for the portion of fixtures, buildings, and improvements, used primarily to provide early childhood services by a corporation, limited liability company, or organization licensed under N.D.C.C. chapter 50-11.1 or used primarily as an adult day care center, provided that all of the following conditions are met:

- a) Special assessments and taxes on the property are not delinquent; and
- b) The property is not used as a residence.

This exemption shall apply regardless of whether the early childhood or adult day care service provider owns the property; and

BE IT FURTHER RESOLVED that no exemption shall be granted by the City of Minot until the person seeking the tax exemption files the application for such exemption with the City Assessor's office on a form to be supplied by the City Assessor's office, and a complete interior and exterior inspection along with an appraisal has been completed by the City Assessor's office. The application for this tax exemption must be filed with the City Assessor's office and the inspection completed by February 1 of each year in order to qualify for this exemption. Failure to file the application and complete the inspection each year will result in ineligibility for the tax exemption; and

BE IT FURTHER RESOLVED that the tax exemption granted by this resolution is effective for exemptions approved by the city after formal adoption of this resolution and cannot be combined with any other exemption; and

BE IT FURTHER RESOLVED that this tax exemption shall remain effective until repealed by the Minot City Council, or the authority to allow this tax exemption is repealed from state law,

or until February 1, 2029.

Adopted this ____ day of _____, 20__.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor

July 1 – December 31, 2024 Business Retention & Expansion Report

Minot's thriving business climate speaks volumes to the success and dedication of Minot's existing business base. The Minot Area Chamber EDC works to preserve and strengthen Minot's existing primary and key sector businesses through the Business Retention & Expansion (BR&E) Program. The BR&E Program enables MACEDC to actively engage with the region's existing businesses to ensure stability and long-term success. MACEDC serves as a resource for existing businesses by facilitating local, regional, state, and federal resources as well as connecting businesses with the right tools to address their needs. The BR&E Program also serves as an opportunity for leaders and stakeholders to better understand the viewpoints, needs and challenges that existing businesses have within the Minot area. We hope that the data provided will prove helpful in growing our economy and strengthening the businesses within our region.

Throughout the fourth quarter of 2024, 16 businesses participated in site visits for MACEDC's BR&E Program. A summary of the data gathered is below.

- Seven of the businesses are from the energy sector, four are from the construction sector, and the remaining five businesses are from other sectors.
 - The Minot sites visited are headquarters for ten of the businesses, divisions for six of the businesses and an office operation for one.
 - Thirteen of the businesses primarily provide a component, while two provide a finished product and one business did not provide a response.
 - Ten of the businesses serve a regional market, four have a national market and two serve the local market.
 - Their reported market coverage ranged from 5% to 80%, with an average of 34% and a median of 24%.
 - Twelve of the businesses are current members/investors.
- A total of 1,626 people are employed by the businesses, including 1,617 full-time, non-seasonal positions.
 - Current employees were rated as meeting the businesses' expectations in terms of availability, quality and, especially, stability. (Figure 1)
 - Over the last three years, four of the businesses have added jobs (63 jobs added total) and six of the businesses have cut jobs (135 jobs lost total).
 - Six of the businesses noted there as been a change in the makeup of their workforce, primarily from retirements leading to younger employees being hired.
- Annual sales figures, among those willing to divulge that information, ranged from \$2M to \$93M, with a median of \$12.5M and an average of \$30.6M.
 - Capital investments over the past two years ranged from zero to \$1.6B, with a median of \$1.5M and an average of \$3M when controlling for outliers.
- Eleven of the businesses reported they are growing and the other five said they are maturing.
 - Similarly, company sales are increasing for eleven businesses, stable for four and are decreasing for one business.

- Within the next five years, eleven of the businesses have plans to expand. Those expansion plans include more employees for six businesses, more locations for three, adding services for three, increased market share for three and acquisitions for two.
 - The biggest barriers to growth in Minot were the cost of living and labor costs. (Figure 2)
- Regarding legislative changes over the next two years, seven businesses said some changes could adversely affect them and ten felt some legislative changes could benefit them. The potential changes most often mentioned a change in regulations.
- Suppliers or customers relocating hasn't been an issue for the businesses.
- The biggest challenge facing businesses in Minot continues to be related to recruiting and retaining employees, followed by business consolidations.
 - Ten of the businesses reported experiencing recruitment issues, which are said to be both a community and industrywide issue.
 - The biggest need continues to be for those in the trades and skilled laborers.
 - The businesses had an average of six unfilled positions. Fourteen said the number of unfilled positions is stable and two said the number is increasing.
- The biggest advantages to being located in Minot is the people, the quality of life and the location.
 - Minot's business climate was assigned an average rating of 3.75 on a scale of one to five, with one being low and five being high.
 - The biggest disadvantages to being in Minot are the location (distance from the Bakken and supplies) and difficulty finding/attracting qualified employees.
- The highest rated aspects of life in Minot are the airport, police and fire departments, highways and parks/recreation. (Figure 3)
 - The lowest rated aspects of life in Minot are public transportation, childcare services and housing. (Figure 3)

Figure 1
Mean Rating: Workforce
(1=Greatly Needs Help, 5=Exceeds Expectations)

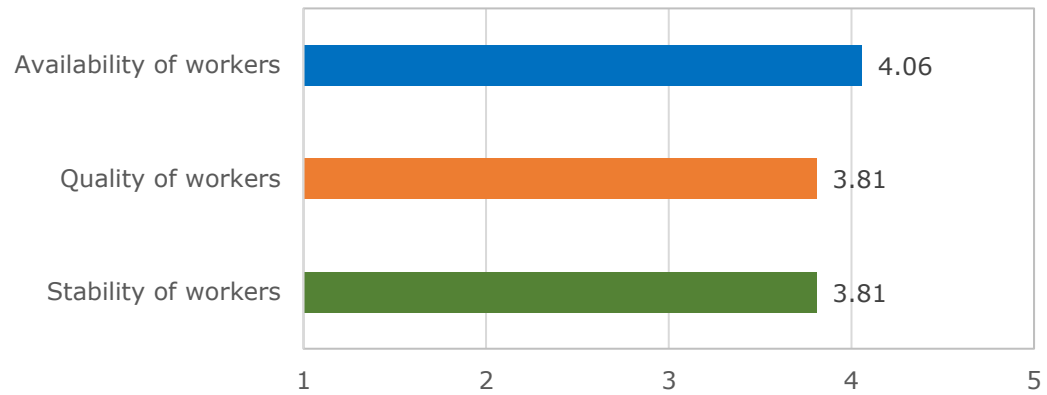


Figure 2
Mean Rating: Barriers to Growth in Minot
(1=Low, 5=High)

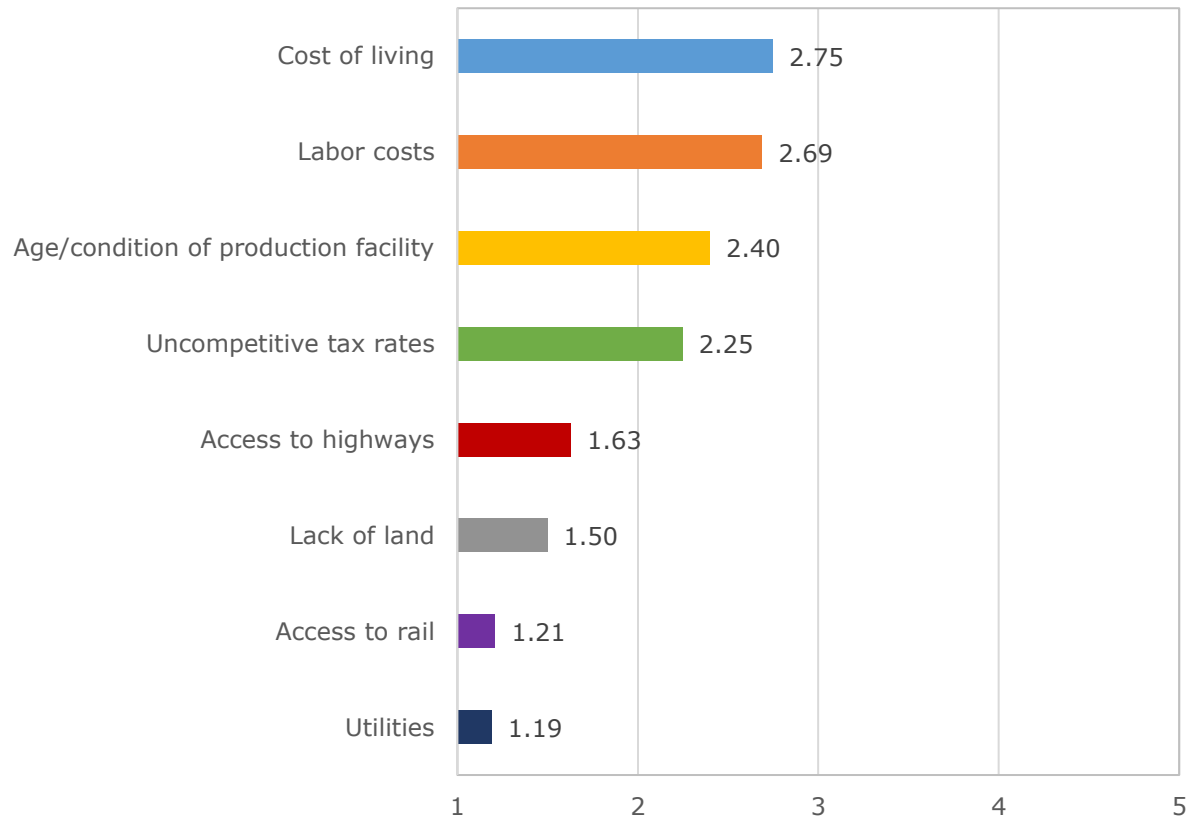
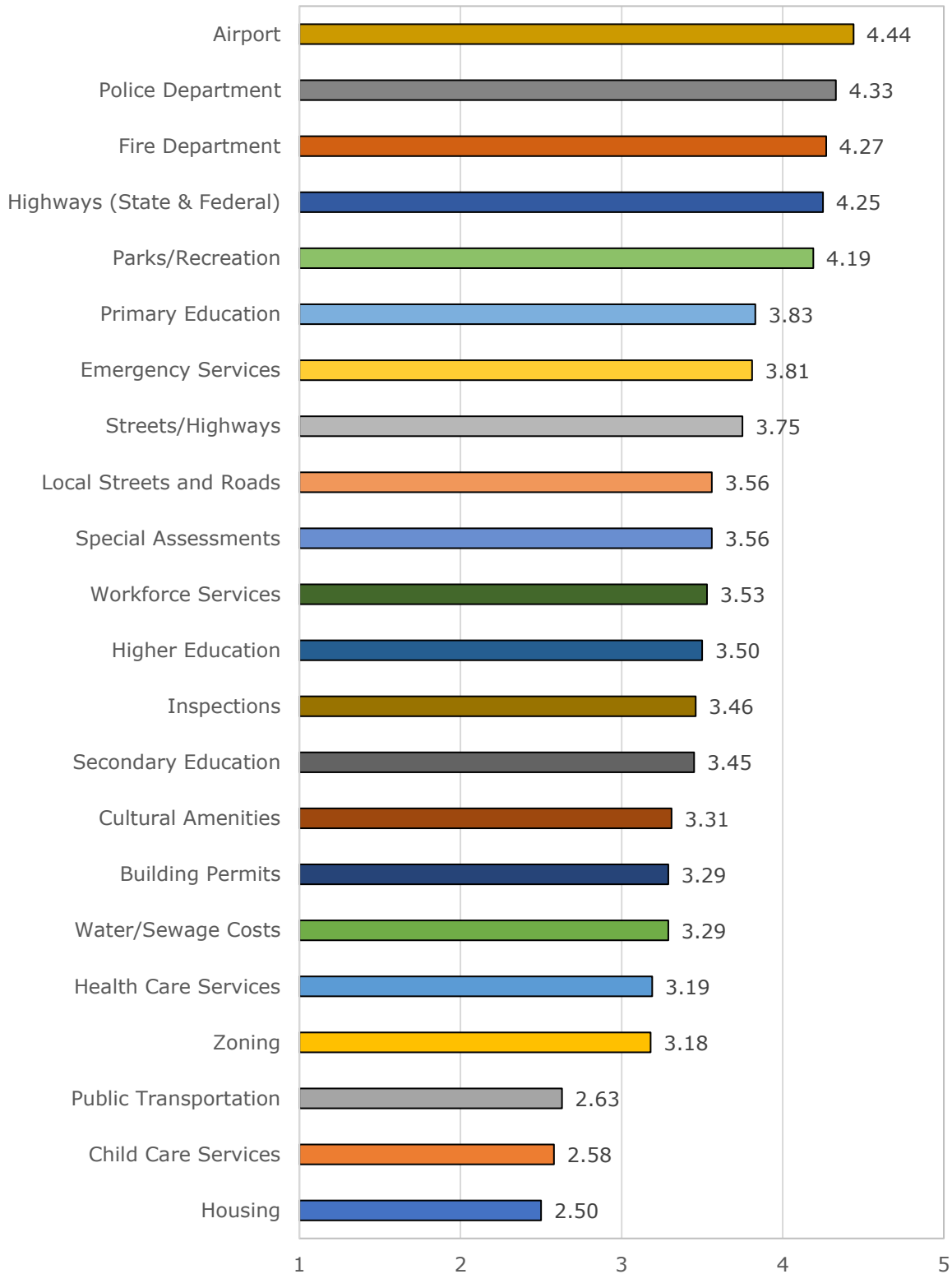


Figure 3
Mean Rating: Quality of Life
(1=Greatly Needs Help, 5=Exceeds Expectations)



Comparisons to Previous Years

Overall, there have not been many significant differences in the quantitative data gathered during the site visit interviews over the past year compared to the data gathered in previous years.

- Perception of the city's business climate continues to be favorable and unchanged from previous years. (Figure 4)
- The biggest barriers to growth in Minot are again labor costs and cost of living. Following an increase in 2023, ratings of labor costs went back down to where they were in 2022. Ratings of cost of living have remained fairly stable. (Figure 5)
- Ratings of how well the businesses' workforce is meeting expectations in terms of quality, stability and availability have remained stable. (Figure 6)
- While there have been slight variations in nearly all the quality-of-life ratings since 2021, very few were significant. (Figures 7a and 7b)
 - Housing's mean rating decreased from 3.11 in 2023 to 2.63 in 2024, which is significantly lower than where it was in 2021 (3.44).

Figure 4
Mean Rating: Minot's Business Climate
Year Over Year Comparison
(1=Low, 5=High)

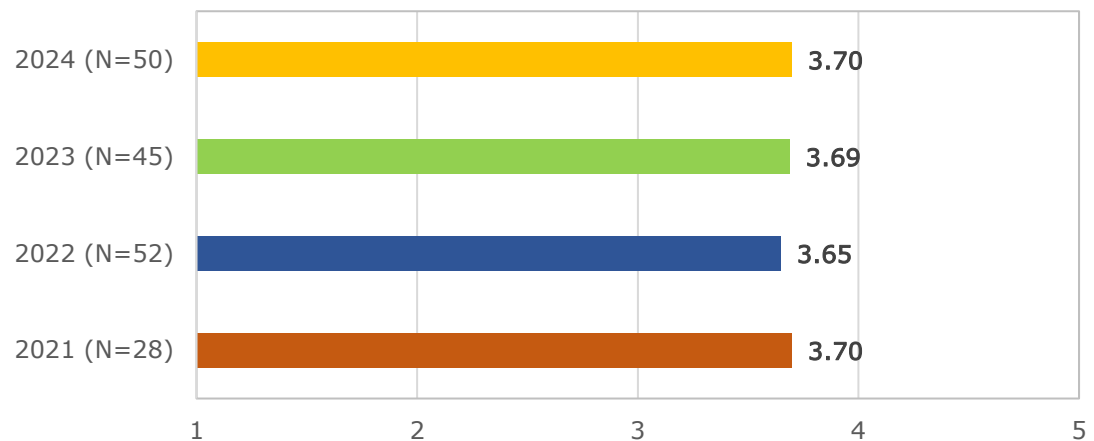


Figure 5
Mean Rating: Barriers to Growth in Minot
Year Over Year Comparison
(1=Low, 5=High)

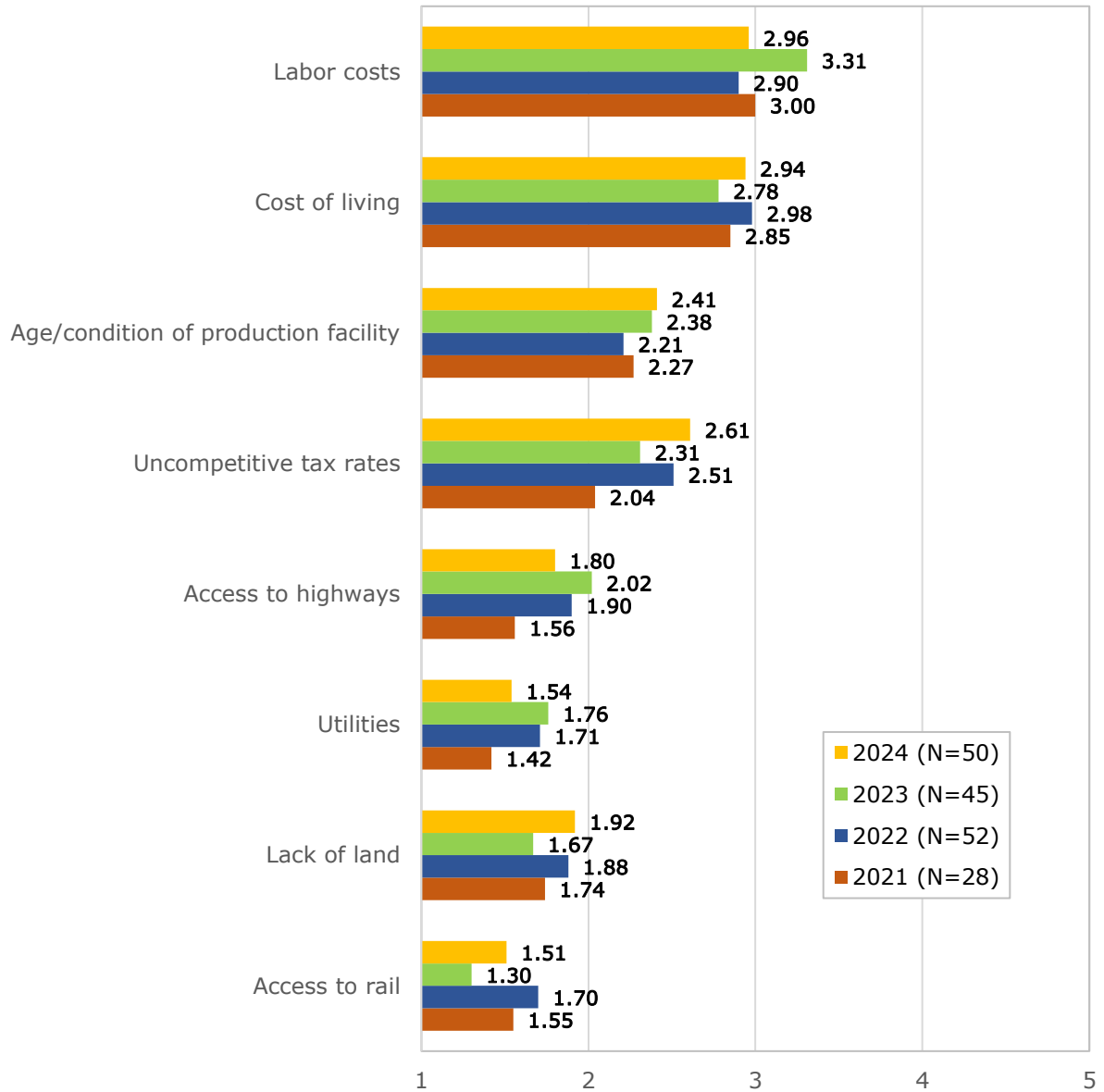


Figure 6
Mean Rating: Workforce
(1=Greatly Needs Help, 5=Exceeds Expectations)

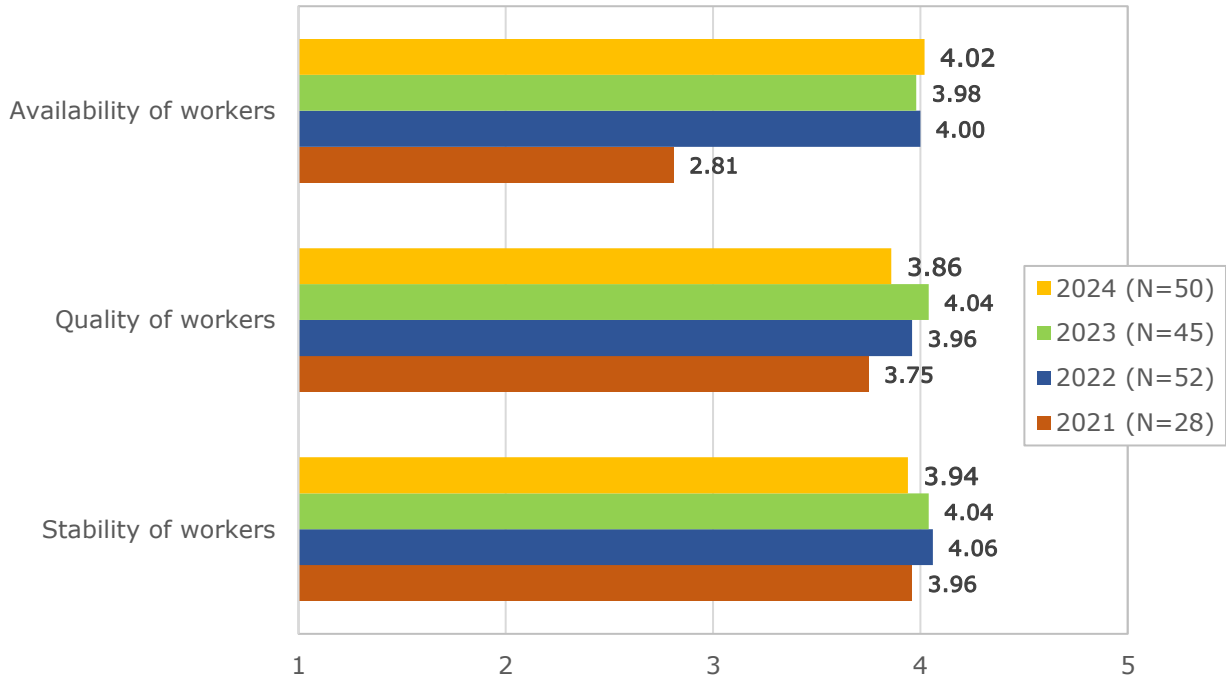


Figure 7a
Mean Rating: Quality of Life
Year to Year Comparisons
(1=Greatly Needs Help, 5=Exceeds Expectations)

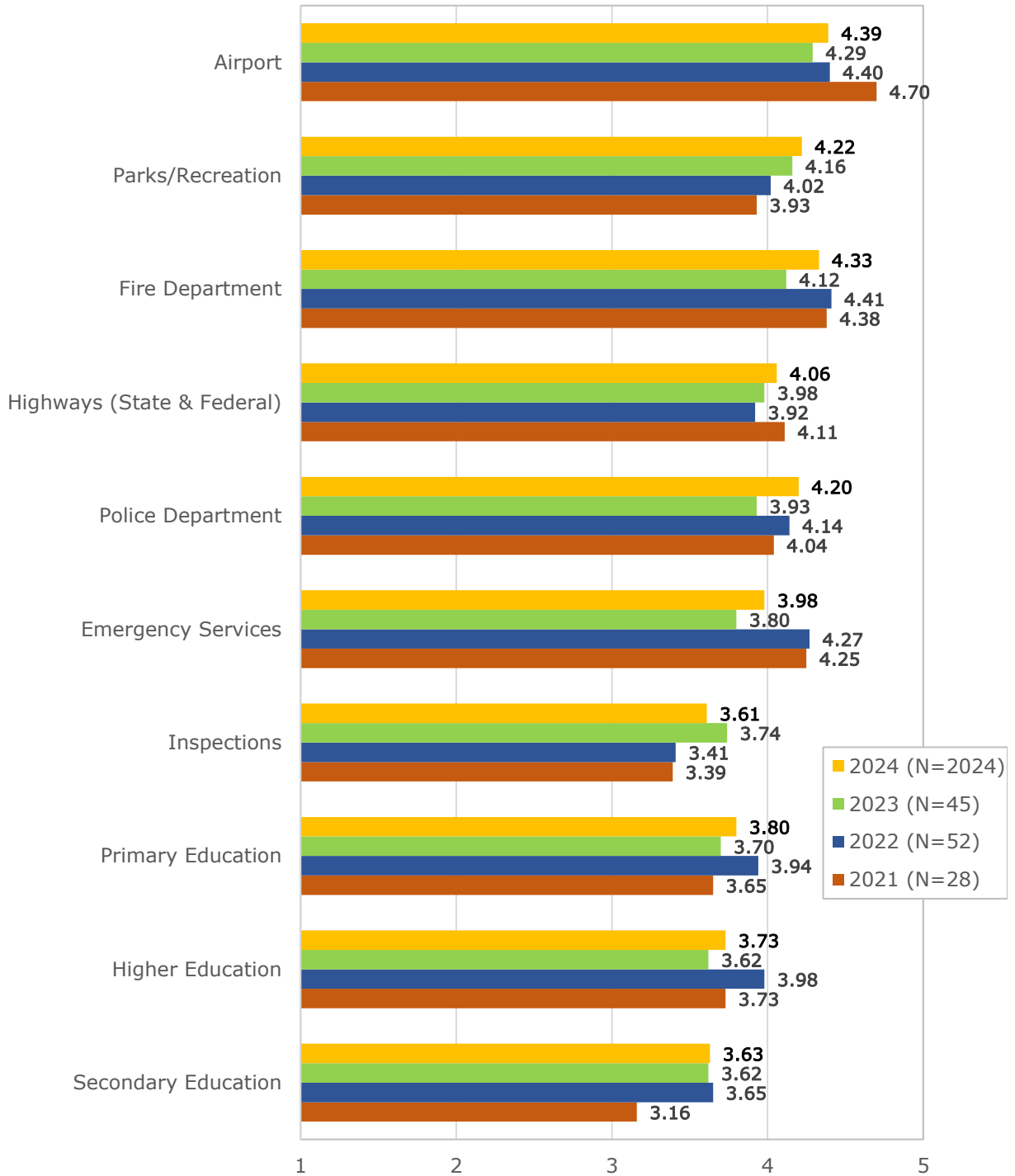
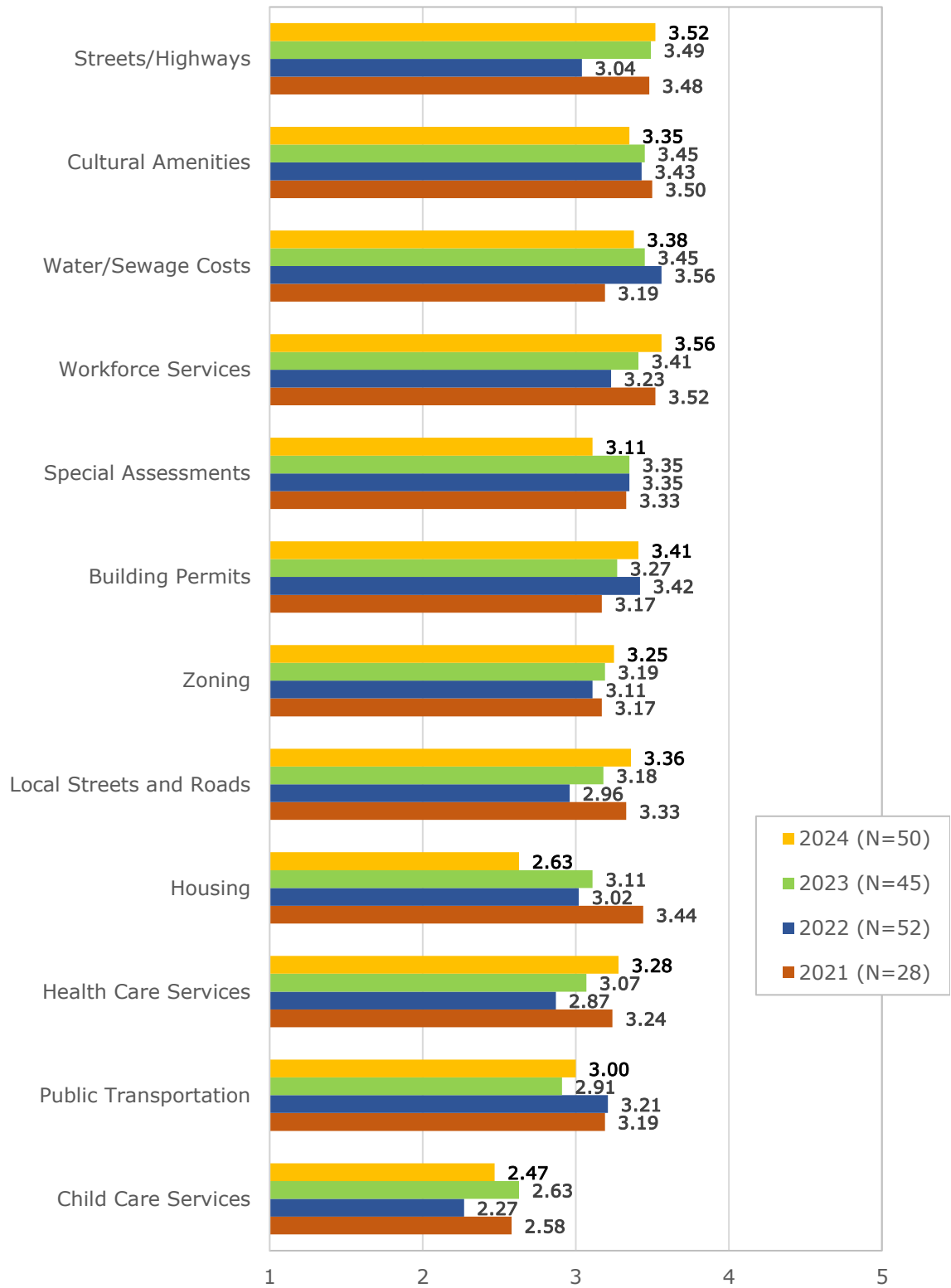


Figure 7b
Mean Rating: Quality of Life
Year to Year Comparisons
(1=Greatly Needs Help, 5=Exceeds Expectations)





TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: April 21, 2025

SUBJECT: SPECIAL ELECTION FOR THE VACANCY OF THE MAYOR

I. RECOMMENDED ACTION

It is recommended City Council confirm a special election for either July 29, 2025 or August 5, 2025; and approve the resolution.

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752

III. DESCRIPTION

A. Background

A vacancy for the Mayor occurred on April 1, 2025. A petition for a special election has been received by the City Clerk. As stated in the [North Dakota Secretary of State's Special Elections Guide for Political Subdivisions](#), a special election related to candidacy needs to be scheduled no earlier than ninety-five days from the date the election is called.

During the interim between the date when a vacancy occurs in the office of mayor and election and qualification of a successor, the president of the city council shall be the acting mayor. See [NDCC § 40-08-16](#). A special election requires absentee voting and voting on the day of the election, but early voting is optional for an extra cost. The staff are working on the resolution calling the special election. The resolution will be circulated and attached to the agenda on Monday, April 21, 2025 prior to the meeting.

B. Proposed Project

City staff have identified July 29 and August 5 as dates that would work with the deadlines established by state law and City staff, Ward County staff, and Minot Park District facility schedules.

C. Recommendation Detail

City staff contacted Ward County staff regarding administering the special election and Minot Park District staff regarding availability to host the election at the Minot Auditorium. The Minot Auditorium has space available on July 29 and

August 5 and Ward County has the ability to administer the election on these dates.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

There is currently \$15,000 budgeted in the City Council Elections budget for 2025. A budget amendment might be required if the City Council chooses to host early voting.

Project Costs

Approximately \$15,000

Project Funding

10011000-43100

VI. ALTERNATIVES

The council could choose another date, which would need staff to confirm with Ward County and the Minot Park District about availability.



RESOLUTION NO. 3857

A RESOLUTION CALLING AND SCHEDULING A SPECIAL ELECTION TO BE HELD ON _____, 2025 TO FILL A VACANCY IN THE OFFICE OF MAYOR AND OUTLINING THE SPECIAL ELECTION SCHEDULE.

WHEREAS, on April 1, 2025, a vacancy was created in the office of Mayor of Minot; and

WHEREAS, a valid petition was received by the Minot City Clerk calling for a special election to fill the vacancy; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Minot, North Dakota, that a special election will be held on _____ to fill the vacancy in the office of Mayor for the remainder of the unexpired term (until June, 2026); and

BE IT FURTHER RESOLVED that candidates for Mayor may be nominated by following the requirements set forth in Minot City Ordinance Section 11 ½-5; and

BE IT FURTHER RESOLVED that candidates for Mayor shall file a statement of interest as required in N.D.C.C. § 16.1-09-02 and a contribution statements as required by N.D.C.C. § 16.1-08.1-02.3; and

BE IT FURTHER RESOLVED that all filings required by state and local law to become a candidate for Mayor must be in the physical possession of the City Clerk by four p.m. on the filing deadline; and

BE IT FURTHER RESOLVED that the special election called for in this Resolution shall be administered by Ward County, who shall also be responsible for election personnel, printing of election materials, and publication of legal notices; and

BE IT FURTHER RESOLVED that _____ shall serve as Inspector at the polling location of the Minot Civic Auditorium, which is the polling place as designated for the City Special Election to be held on _____, 2025;

BE IT FURTHER RESOLVED that City staff shall initiate and complete through the Ward County Auditor's Office the naming of Judges and Clerks for this special election, to be held on _____, 2025;

BE IT FURTHER RESOLVED that the polls shall remain open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m., Central Standard Time, for the Special Election; and

BE IT FURTHER RESOLVED that the Minot City Council shall schedule a time for a Special City Council Meeting to canvass the results of the special election contemplated in this Resolution;

BE IT FURTHER RESOLVED that if the election results in a tie, the City of Minot shall follow N.D.C.C. § 40-21-17; and

BE IT FURTHER RESOLVED that after canvassing, the person elected to the office of Mayor shall be declared elected to such office and shall take the oath at the next regular or special meeting of the Minot City Council.

Passed and adopted this 21st day of April, 2025.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Interim Mayor

Chapter ~~CHAPTER~~ 5 ALCOHOLIC BEVERAGES¹

ARTICLE I. ~~IN~~ GENERAL PROVISIONS

Sec. 5-0. ~~Preamble.~~

The City of Minot finds that the safety and welfare of its citizens and neighborhoods are of highest priority and the judicious dispensing of alcohol is in keeping with this premise. The possession of an alcoholic beverage license in the city is a privilege, not a right; a privilege that must not be taken for granted, but rather must be continually conditioned by the license holder's adherence to applicable laws and regulations.

Sec. 5-1.

Definitions.

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

- a. Alcohol means neutral spirits distilled at or above one hundred ninety degrees (190) proof, whether or not such product is subsequently reduced, for nonindustrial use.
- b. Alcoholic beverages ~~shall~~ means any liquid suitable for drinking by human beings, which contains one-half of one (0.5) per cent or more of alcohol by volume.
- c. Beer ~~shall~~ means any malt beverage containing one-half of one (0.5) per cent or more of alcohol by volume and includes an alcoholic beverage made by the fermentation of malt substitutes, including rice, grain of any kind, glucose, sugar, or molasses, which has not undergone distillation.
- d. Bottle or can means any container, regardless of the material from which made, having a capacity less than a bulk container for use for the sale of malt beverages at retail.
- e. Business Complex means any shopping center, shopping mall, or similar physical facility where two or more retail businesses are located and conducted, whether or not such businesses are separately owned and operated.
- f. Consume means the actual drinking of an alcoholic beverage, whether in its original form or mixed with any other ingredient, for the purpose of consumption.

Commented [SS1]: See [Grand Forks City Ordinance Sec. 21-0200](#):

The City of Grand Forks finds that the safety and welfare of its citizens and neighborhoods are of highest priority and the judicious dispensing of alcohol is in keeping with this premise. The possession of an alcoholic beverage license in the city is a privilege, not a right; a privilege that must not be taken for granted, but rather must be continually conditioned by the license holder's adherence to applicable laws and regulations.

Commented [SS2]: Definition from [NDCC 5-01-01\(1\)](#)

Commented [SS3]: Definition from [NDCC 5-01-01\(3\)](#).

Commented [SS4]: Definition from [NDCC 5-01-01\(4\)](#).

Commented [SS5]: Definition from [Fargo City Ordinance 25-1501\(4\)](#).

Commented [SS6]: Definition from [Grand Forks City Ordinance 21-0201\(3\)](#).

g. City Council and/or Council means the Minot City Council, its governing body.

h. Denaturants means additives that when added to alcohol make the alcohol unpleasant to taste, smell, or ingest.

i. Denatured alcohol means alcohol that has been treated with denaturants to make it unfit for human consumption as a beverage.

j. Distilled spirits means any alcoholic beverage that is not beer, wine, sparkling wine, or alcohol.

k. Distillery refers to a domestic operation wherein the owner/operator of the distillery produces distilled spirits within the state of North Dakota in accordance with the provisions of N.D.C.C. § 5-01-19.

l. Entertainment shall mean all forms and types of entertaining the patrons of a licensed premises, whether such entertainment is provided by means of live, audio, and/or video presentations, whether remote or prerecorded; provided, however, that "entertainment" shall not be deemed to include the use of any regularly broadcast television or radio programs, pay-per-view broadcasts, or coin-operated music machines.

m. In bulk means in containers having a capacity not less than one-sixth barrel for use for the sale of malt beverages at retail.

n. Food means food items that are prepared in a kitchen with at least an indoor grill and that are served at a tabletop. Fresh popcorn or prepackaged snacks or candy are not considered food for the purposes of this chapter.

o. Growler shall means a professionally sanitized and sealed glass bottle with a capacity not to exceed sixty-four (64) ounces filled by a licensee or an employee of a licensee with beer from a keg procured or produced by the licensee in accordance with applicable laws. The sale of a filled Growler is authorized only for those licenses approved to sell alcoholic beverages both on-sale and off-sale. The filling of Growlers by means of a tapped keg shall not constitute breaking of a package. Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler or produced by the licensee pursuant to applicable laws. Only professionally sanitized and sealed Growlers may be filled and made available for retail sale. The sale of a filled Growler shall be considered off-sale. A Growler with a broken seal shall be considered an open container for the purposes of Minot City Ordinance 5-3.

Liquor shall mean any alcoholic beverage except beer.

p. Licensed premises shall means the premises on which beer, liquor, or alcoholic beverages are normally sold, stored, or dispensed and must be delineated by diagram or blueprint which must shall be included with the license application or the license renewal application.

q. Liquor means any alcoholic beverage except beer or wine.

r. Local License means a retail alcoholic beverage license issued by the City of Minot.

Commented [SS7]: Definition similar to [Fargo City Ordinance 25-1501\(5\)](#).

Commented [SS8]: Definition similar to what is found in [Chapter 51, Internal Revenue Code](#).

Commented [SS9]: Definition similar to what is found in [Chapter 51, Internal Revenue Code](#).

Commented [SS10]: Definition from [NDCC 5-01-01\(6\)](#).

Commented [SS11]: Definition from [Fargo City Ordinance 25-1501\(7\)](#).

Commented [SS12]: Definition from [NDCC 5-01-01\(7\)](#).

Commented [SS13]: Definition from [Bismarck City Ordinance 5-01-01\(3\)](#).

Commented [SS14]: Added language from [Bismarck City Ordinance 5-01-01\(4\)](#).

Commented [SS15]: See [Grand Forks City Code Sec. 21-0201\(5\)](#):

Licensed Premises. The premises on which alcoholic beverages are normally sold or dispensed. Licensed Premises includes all areas where alcoholic beverages are routinely stored, displayed, opened or mixed, and all lounges, bars and restaurants where alcoholic beverages are dispensed or such other location or area as authorized, by the Grand Forks City Council, and shall be designated by diagram or blueprint which shall be included with the license application or the license renewal application.

Commented [SS16]: Definition from current ordinance, consistent with [NDCC 5-01-01\(11\)](#) except that I added wine to clarify that wine would not be considered liquor.

s. Lodge or club shall means and includes any corporation or association organized for civic, fraternal, social, or business purposes, or for the promotion of sports, which has at least two hundred (200) members at the time a license is applied for pursuant to this chapter, and was in existence at the time of the adoption of the Liquor Control Act for the state. For the purposes of this section, the date of the adoption of the Liquor Control Act of the state shall be November 3, 1936, and shall have been in existence for at least twenty (20) years prior to the time of application for the license; provided, that a local organization that has not existed for twenty (20) years but is a subsidiary of and chartered by a national organization which has had a bona fide existence for more than twenty (20) years shall be deemed to be a "lodge" or "club" for purposes of this article.

Commented [SS17]: Added language similar to [Fargo City Ordinance 25-1501\(13\)](#). Our prior definition regarding the Liquor Control Act is similar to Bismarck's [Section 5-01-01\(8\)](#).

t. Location transfer means a change in the location of the licensed premises.

Commented [SS18]: Definition from [Fargo City Ordinance 25-1501\(12\)](#).

u. Mandatory Server Training means server training that has been approved by the Minot Police Department and/or its designee for any person responsible for, or participating in, any activity involved in the stream of service of alcoholic beverages, including, but not limited to, selling, dispensing, serving, identification, verification, admission and security at licensed liquor establishments, including restaurants. Mandatory server training applies to, but is not limited to, managers, servers, security bartenders, and door attendants, or any other employee or agent of the Owner in the capacity to determine compliance with applicable laws.

Commented [SS19]: Definition from [Fargo City Ordinance 25-1501\(26\)](#).

v. Microbrew pub means a brewer that brews ten thousand (10,000) barrels of beer or less per year and sells beer produced or manufactured on the premises for consumption on or off the premises, or serves beer produced or manufactured on the premises for purposes of sampling the beer.

Commented [SS20]: Definition from [NDCC 5-01-01\(14\)](#).

f.W. Minor means a person that is under twenty-one years of age.

Commented [SS21]: Definition from [Williston City Ordinance §3-1](#).

g.X. Movie theater shall means any establishment whose business building contains a square footage of at least seven thousand five hundred (7,500) square feet and fixed seating capacity for at least one hundred fifty (150) where motion pictures are screened regularly, and which premises meets building code requirements for said screenings.

h.Y. Off-sale shall means and includes the sale of alcoholic beverages in the original package, or in a gGrowler as defined in this section, for consumption off or away from the licensed premises where sold, including permitted deliveries. Off-sale sales of alcoholic beverages shall occur only at the place designated in such license and not elsewhere, unless the licensee obtains a special event permit in accordance with Minot City Ordinance 5-40. No opening of the package sold on the premises is permitted. An Off-sale sale of alcoholic beverages must be completed by delivery of the beverage sold to the actual purchaser thereof. A licensee with an Off-sale license may periodically provide complimentary samples of alcoholic beverages for promotional purposes, to be consumed on the premises.

Commented [SS22]: Added language from [Grand Forks City Ordinance 21-0201\(7\)](#).

z. On-sale shall means and includes the sale of alcoholic beverages for consumption on the licensed premises where sold except that nothing in this

Commented [CD23]: Do we need to further elaborate on what "periodically" means?

Commented [SS24]: Added language from Added language from [Grand Forks City Ordinance 21-0201\(8\)](#).

Commented [SS25]: Added exception from [Bismarck City Ordinance 5-01-01\(10\)](#).

section shall prohibit any person from taking and consuming a lawfully purchased on-sale alcoholic beverage from one licensed premises to another licensed premises located contiguously in the same building. An on-sale license shall authorize the license holder to conduct such on-sales only at the place designated in such license and not elsewhere, unless the licensee obtains a special event permit in accordance with Minot City Ordinance 5-40.

aa. *Organization* means a domestic or foreign corporation, general partnership, limited partnership, or limited liability company.

bb. *Owner* as used in this Chapter means the person or entity that is issued a license to serve alcoholic beverages under the City's ordinances, and is also referred to as the 'licensee' and a 'license holder'.

cc. *Ownership transfer* means any assignment, sale, exchange, or other conveyance of any license issued pursuant to the provisions of this Chapter. An ownership transfer occurs upon the assignment, sale, exchange, or other conveyance of fifty percent (50%) or more of the Owner's interest in their license, whether such assignment, sale, exchange, or other conveyance occurs in one (1) single transaction or multiple transactions within the prior thirty-six (36) months. Recognizing that the licensee may be a business entity consisting of multiple business entities, then in addition to the foregoing, an ownership transfer shall be deemed to occur whenever the a change in ownership interest occurs by a change in ownership of fifty (50%) or more of any of the licensee business entities or by any indirect change of ownership whenever there is a fifty percent (50%), or more, change in ownership held by any single natural person. The term "ownership transfer" shall not apply to the following described conveyances:

- i. When an individual licensee issued a license pursuant to the provisions of this Chapter has become deceased, the license may be transferred to another individual or business entity upon application of the personal representative of the decedent's estate to the city; provided, however, that such individual or business entity receiving the license is subject to all the requirements of this Chapter relating to the application for a license and the qualifications of the license holder.
- ii. When any business entity licensee issued a license pursuant to the provisions of this Chapter voluntarily dissolves, the license may be issued to any individual or business entity that held an ownership interest at the time of the issuance or last renewal of the license (whichever occurred most recently), and whose application is approved by the holders owning a majority of the ownership interest in the business entity prior to the time of dissolution; provided, however, that such individual or business entity receiving the license is subject to all the requirements of this Chapter relating to the application for a license and the qualifications of the license holder.
- iii. When an individual licensee desires to transfer a license to a business entity in which the license holder is the owner of at least a majority of the ownership interest in the business entity; provided, however, that

Commented [SS26]: New language – added with the intent to clarify ownership transfer.

Commented [SS27]: See [Fargo Municipal Code No. 25-1501\(17\)](#):

such licensee's ownership in the transferee business entity does not fall below a majority interest in the transferee business entity without the prior approval of the city council and reapplication for a the license by the transferee business entity. The transferee business entity shall be subject to all of the requirements of this Chapter relating to the application for a licensee and the qualifications of a license holder.

iv. When a business entity licensee desires to transfer its license to another business entity having substantially the same partners or stockholders; provided, however, that such individual or business entity receiving the license is subject to all the requirements of this Chapter relating to the application for a license and the qualifications of the license holder.

i.v. When an individual licensee desires to transfer their license to a relative as defined herein. For purposes of this subsection only, a similar conveyance of shares of stock in a license holder corporation shall not be considered a "transfer" if the person seeking to convey shares of stock owns at least a majority of the outstanding shares of the stock in the corporation or is seeking to convey shares or stock to a relative as defined herein.

i.dd. Package and original package shall means and includes any container or receptacle holding alcoholic beverages which is corked or sealed by the manufacturer and which cork or seal has not been removed or broken prior to the sale of such package to the purchaser; provided, however, except that the filling of a gGrowler, as defined in this section, shall not constitute the breaking of a package under this definition.

j.ee. Person shall means and includes persons, partnerships, unincorporated associations, and bodies corporate.

k.ff. Private golf course shall mean a privately owned USGA approved golf course with at least nine (9) or more holes. Relative means any individual having a relationship with another individual by marriage, blood, or adoption. This term explicitly includes a mother, father, stepmother, stepfather, grandparent, brother, sister, stepbrother, stepsister, and grandchild. Should any dispute arise over whether an individual is a relative for purposes of applying this ordinance, the Council shall defer to the definition of a relative provided by the North Dakota Century Code.

i.gg. Restaurant shall means a business which prepares and sells food and meals for consumption on the premises where sold, which is properly licensed or permitted for such activity by the appropriate public health authorities who have charge of such matters.

m.hh. Sale shall means and includes all methods or modes of furnishing alcoholic beverages for a consideration, including selling, exchanging, bartering, dispensing or similar means of transfer. Such term shall include all transactions, whether for cash, credit or other consideration and shall include, but not be limited to, transactions where the consideration for the alcoholic beverage is included or combined with another transaction or where the consideration is considered a "donation", or used to purchase any ticket, token,

Commented [SS28]: Added language from Fargo
Municipal Code No. 25-1501(22)

or other object redeemable for alcoholic beverages. The term also includes the keeping for sale and disposition of such alcoholic beverages. ~~any transfer, exchange, or barter in any manner or by any means whatsoever for a consideration and includes all sales made by any person, whether principal proprietor, agent, servant, employee or corporation.~~

~~n.ii.~~ Sell at retail or sale at retail *Retail sale* shall mean a sale of alcoholic beverages to a consumer for use or consumption and not for the purpose of resale in any form.

~~e.jj.~~ *Sparkling wine* shall mean wine made effervescent with carbon dioxide.

~~kk.~~ *Supper club* shall mean an establishment or enterprise which primarily operates as a restaurant and holds a Supper Club License as described in Minot City Ordinance Sec. 5-27, which restaurant shall demonstrate that has the capacity to seat one hundred fifty (150) or more patrons at the same time, and which shall have, on an annual basis, that their gross sales of food that are at least equal to gross sales of alcoholic beverages which are consumed in the dining area on the licensed premises. ~~The seating capacity requirement set forth in the previous sentence shall not be applicable to an establishment or enterprise which primarily operates as a restaurant and is located in the Renaissance Zone as established by the City of Minot. If a licensee obtains a supper club license and the restaurant is located in the Renaissance Zone when the license is issued, but the Renaissance Zone is subsequently altered so the restaurant is no longer in the Renaissance Zone, the one-hundred-fifty-seat requirement shall not be applicable, so long as the location of the restaurant remains the same and the licensee meets all other requirements of a supper club licensee.~~

~~p.ll.~~ Transfer shall mean as context provides, either a change in location of the licensed premises, or any assignment, sale, exchange or other conveyance of any license issued pursuant to the provisions of this Chapter.

~~q.mmm.~~ *Twenty-one years of age* ~~shall mean~~ it is after 8:00 a.m. on the date twenty-one (21) years after a person's date of birth.

~~r.nnn.~~ *Wholesaler* shall mean and include any person engaged in the sale and distribution of liquor at wholesale to persons holding a retail license for the sale and distribution of alcohol and alcoholic beverages within the state or interstate commerce.

~~oo.~~ *Wine* ~~shall mean~~ the alcoholic beverage obtained by fermentation of agricultural products containing natural or added sugar or such beverage fortified with brandy and containing not more than twenty-four (24) per cent alcohol by volume.

~~s.ppp.~~ Winery shall mean a domestic operation wherein the owner/operator of the winery shall produce wine within the state of North Dakota in accordance with the provisions of N.D.C.C. § 5-01-17.

(Ord. No. 5372, § 1; Ord. No. 5525, § 1)

Commented [SS29]: See Fargo Municipal Code No. 25-1501(24):

"Transfer" shall mean a change in location of the licensed premises; or any assignment, sale, exchange or other conveyance of any license issued pursuant to the provisions of this article.

Commented [SS30]: See Fargo Municipal Code No. 25-1501(28):

Commented [CD31]: Add Citation

Sec. 5-2. Application of ~~chapter.~~

~~This chapter is declared to be an exercise of the police power directly affecting and designed to promote the peace, safety, good order, health, and well-being of the people of this city. This chapter shall apply to all territory within the city and to such outlying contiguous territory without the corporate limits within which the city may exercise police jurisdiction as defined by law.~~

~~(Ord. No. 5372, § 1)~~

Commented [SS32]: Amended to clarify authority and jurisdiction and moved to new Section 5.1

Sec. 5-23. Authority, Territorial Jurisdiction, and Application of Chapter.

Pursuant to Chapter 40-05.1 of the North Dakota Century Code (N.D.C.C.) and the Home Rule Charter of the City of Minot, the City of Minot has the authority to regulate the sale and consumption of alcoholic beverages. This chapter is declared to be an exercise of the police power directly affecting and designed to promote the peace, safety, good order, health, and well-being of the people of this city. This chapter shall apply to all territory within the city and to such outlying contiguous territory without the corporate limits within which the city may exercise police jurisdiction as defined by law.

Sec. 5-3. Exceptions.

- a. This chapter shall not apply to wines delivered to priests, rabbis, pastors, and ministers for sacramental use.
- b. This article shall not be construed to apply to the following items, when they are unfit for beverage purposes:
 1. Denatured alcohol produced and used pursuant to federal law;
 2. Patent, proprietary, medical, pharmaceutical, antiseptic, and toilet preparations;
 3. Flavoring extracts, syrups, food products, or alcoholic products involved in food preparation;
 4. Scientific, chemical, and industrial products;

Nor to the manufacture or sale of the aforementioned items containing alcohol.

Commented [SS33]: See [Grand Forks City Code § 21-0203](#):

- (1) This article shall not apply to wines delivered to priests, rabbis, pastors and ministers for sacramental use.
- (2) This article shall not be construed to apply to the following articles, when they are unfit for beverage purposes:
 - (A) Denatured alcohol produced and used pursuant to federal law;
 - (B) Patent, proprietary, medical, pharmaceutical, antiseptic, and toilet preparations;
 - (C) Flavoring extracts, syrups, food products or alcoholic products involved in food preparation;
 - (D) Scientific, chemical, and industrial products;
 - (E) Manufacture or sale of such articles containing alcohol.

Sec. 5-4 through 5-10. - Reserved.

ARTICLE II. ALCOHOL LICENSES

Division 1. Licenses – Generally.

Sec. 5-11. License Required To Sell Alcoholic Beverages, Exceptions.

- a. No person shall sell alcoholic beverages at retail within the city limits of Minot without securing a state license and a license from the City of Minot. It is unlawful for any person to engage in the sale of beer, liquor, wine, or other alcoholic beverages within the City without first obtaining a license or permit to sell alcoholic beverages from the City of Minot.
- b. The City of Minot's license shall allow the sale (and consumption, when applicable health code requirements are met) of alcoholic beverages only on the premises to which the license specifically relates, unless the licensee obtains a special event permit pursuant to Sec. 5-40.
- c. No licensee shall be permitted to hold more than one (1) license under this Article per premises, unless specifically authorized in this Article.
- d. All licenses or permits issued by the City pursuant to this chapter confers a privilege on the license holder to engage in the activity or occupation so licensed, and do not constitute property or property rights or create any such property rights in any license holder or applicant. No license or permit issued under this article may be mortgaged, encumbered, pledged, seized, levied upon, attached, executed upon, assessed, or in any manner taken for the purpose of securing, or in satisfaction of, any debt, judgment lien, mortgage, encumbrance, or obligation.
- e. Exceptions.

1. No license under this section shall be required for a microbrew pub, domestic winery, domestic distillery, or brewer taproom owner or operator having a license from the state tax commissioner and only being present within the city to utilize special event permits issued by the state tax commissioner under Chapter 5-01, N.D.C.C., provided that the owner or operator presents the state tax commissioner permit to the city clerk and obtains a permit for each event from the city clerk in accordance with the procedure set forth in section 5-40 of the Code of Ordinances.

2. This section does not apply to public carriers engaged in interstate commerce.

3. This section does not apply to a nonprofit organization that sells an alcoholic beverage as part of a fundraising activity. As used in this subsection, fundraising activity includes an auction, raffle, or other prize contest for

Commented [SS34]: This could accompany the Council decision whether or not to remove the license cap/alleged property right:

See [Grand Forks City Code § 21-0202](#):

1. No person shall sell at retail within the city limits of Grand Forks any alcoholic beverages without first having obtained a license therefor as herein provided.

2. All licenses or permits issued by the city pursuant to this article confer a privilege on the license holder to engage in the activity or occupation so licensed, and do not constitute property or property rights or create any such rights in any license holder or applicant. No license or permit issued under this article may be mortgaged, encumbered, pledged, seized, levied upon, attached, executed upon, assessed or in any manner taken for the purpose of securing, or in satisfaction of, any debt, judgment, lien, mortgage, encumbrance or obligation.

which consideration is given. If the alcoholic beverage is sold as part of a fundraising event, the sale may not be for consumption at that event.

Sec. 5-12. City Retail License Categories, Descriptions, and Requirements

a. The following city retail licenses are hereby established:

1. On and Off-Sale Liquor, Beer, and Wine
2. Legacy License – On and Off-Sale Liquor, Beer, and Wine
3. On and Off-Sale Beer and Wine
4. Supper Club Establishment License
5. Non-Profit and Governmental Organization Licenses
 - a. Minot International Airport Liquor, Beer, and Wine License
 - b. Minot Park District Facility Licenses
 - i. Souris Valley Golf Course Beer and Wine
 - ii. MAYSA Arena Beer and Wine
 - iii. Corbett Field Beer and Wine
 - c. Minot State University License
 - d. Licenses for Military, Veteran, Service Clubs, and Fraternal Orders

b. Retail license descriptions and specific requirements

1. On and Off-Sale Liquor, Beer, and Wine License
 1. The City Council may issue an unlimited number of general on- and off-sale Liquor, Beer, and Wine Licenses. A license holder possessing a Liquor, Beer, and Wine License is permitted to sell alcoholic beverages on-sale, and may sell alcoholic beverages off-sale provided that the sale occurs upon the on-sale premises.
 2. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

2. Retail Liquor – On and Off-Sale Liquor, Beer, and Wine

1. A retail liquor license shall be for the on-sale and/or off-sale of liquor, beer, and wine.
2. Fee. The fee for a retail liquor license shall be three thousand one hundred twenty-five dollars (\$3,125.00) per year.
3. A holder of a retail liquor license on or before June 1, 1973 shall not convey nor transfer that license and submit application for another license in one (1) of the two (2) newly designated classes of licenses.

Blue – Current
language.

Gray – Black
Proposal

4. Limitation on number of licenses. The total number of retail liquor licenses in force in any one (1) year shall not exceed one (1) for each one thousand five hundred (1,500) persons, or major fraction thereof, of the total population of the city. The city council may issue such additional licenses as it deems warranted by the change in population. Before the official 2020 United States Census, this population of the city shall be determined by the most recent official federal, regular, or special census. After the official 2020 United States Census, this population of the city shall be determined by the most recent official federal, regular, or special census or by the annual official United States Census Bureau population estimate.

3. Retail Liquor – On Sale, Off-Sale, and On and Off-Sale Liquor, Beer, and Wine

1. A retail liquor license shall be for the on-sale only, off-sale only, or on-sale and/or off-sale of liquor, beer, and wine.

2. Fees. Applicants for a retail liquor license shall pay an initial fee of one hundred thousand dollars (\$100,000). After the initial fee is paid, annual fees for retail liquor licenses shall be established by resolution for the City Council.

3. Legacy Licenses:

i. Legacy License holders retain a right-of-first-refusal that grants them the right to sell and transfer a retail liquor license one time to a qualified buyer.

ii. When a Legacy License holder has decided to sell a retail liquor license, their buyer must first make application to the City of Minot for a retail liquor license. If the buyer's application is approved by the City Council, the Legacy License holder must surrender their Legacy License to the City of Minot. Upon receipt of the Legacy License, the City of Minot shall issue a Retail Liquor License to the buyer.

4. Legacy License – On and Off-Sale Liquor, Beer, and Wine

Green – Pitner
Proposal

1. Legacy License holders enjoy a defeasible property right in the license until [2:00am on January 1, 2046].

i. It is defeasible in the sense that it may be revoked by the city "for cause" without compensation to the licensee as provided in section 5-32 of this Code. Subject to that reservation of rights In the City, the licensee may transfer, sell, pledge, grant or retain a security interest in, give away in a will, or otherwise deal in the license.

ii. Legacy License holders shall pay no annual license fees.

iii. Legacy License holder must confirm any change in address, ownership, and licensed premises with the City Clerk upon making

such change by confirming the same on a form available through the City Clerk's office.

v. On [2:00 am on January 1, 2046], the Legacy Licenses will automatically terminate. In order to continue to sell alcoholic beverages of any kind, the Legacy License holder must apply for and be granted a different category of city retail license before their license expires.

2. A Legacy License holder is permitted to sell alcoholic beverages on-sale, and may sell alcoholic beverages off-sale, provided that the sale occurs upon the on-sale premises.

3. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

5. On and Off-Sale Beer and Wine License

1. The City Council may issue an unlimited number of general on- and off-sale Beer and Wine Licenses. A license holder possessing a Beer and Wine License is permitted to sell beer and wine on-sale, and may sell beer and wine off-sale provided that the sale occurs upon the on-sale premises.

2. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of beer and wine as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

6. Supper Club License

1. The City Council may issue an unlimited number of supper club licenses to permit the sale of alcoholic beverages on-sale. Such a license may be issued only upon the following conditions:

i. The individual or entity seeking a supper club license must operate a restaurant, as defined in Minot City Ordinance Sec. 5-01, and such restaurant shall demonstrate on an annual basis that their gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area;

ii. Supper club license holders shall not sell or deliver alcoholic beverages for consumption off the licensed premises, except as allowed by state law and Minot City Ordinance 5-40 by way of a special event permit;

iii. Supper club license holders shall not create or maintain distinctive portions of their licensed premises where for the most part only

Commented [SS35]: original language has a 150 seat requirement - we stuck that to afford flexibility, we can add that back in.

alcoholic beverages and snack items are served to and consumed by supper club patrons;

iv. Supper club license holders shall not give away an alcoholic beverage if as a precondition to such gift it is necessary for the donee or any other person to purchase an alcoholic beverage other than the one (1) being given away; and

v. The hours within which sales of alcoholic beverages may be made shall coincide with the hours permitted by the State of North Dakota for the sale of alcoholic beverages and shall also coincide with the hours the supper club license holder's kitchen is in operation and food is available for purchase. A supper club license holder shall discontinue the sale of alcoholic beverages on the licensed premises within one (1) hour of closure of its kitchen.

Commented [SS36]: Anyone enforcing this? stike?

2. Gross Sales Verification

1. Upon renewal of any Supper Club license, the applicant shall certify, under penalty of perjury, the total annual gross sales at the licensed premises and the total annual gross sales of alcoholic beverages for the most recent calendar year.

2. The city may at any time, in its discretion, require certification, under penalty of perjury, by a certified public accountant retained and paid by the license holder of the total annual gross sales at the licensed premises and the total gross sales of alcoholic beverages for the most recent calendar year.

7. Non-Profit and Governmental Organization Licenses

1. Minot International Airport (MOT) Liquor, Beer, and Wine

i. The City Council may issue an unlimited number of on-sale liquor, beer, and wine licenses to the operators of any restaurants located in the MOT terminal building.

ii. A MOT license holder may only serve alcoholic beverages in the area identified as the restaurant within the MOT terminal building. These licenses may be issued only upon the following terms and conditions:

1. This license is not transferrable, and in the event the license holder shall cease to do business at MOT, the license issued pursuant to this section shall automatically terminate and revert to the city.

2. A license holder shall operate a restaurant on the licensee's premises and have on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages consumed in the dining area of their premises.

iii. **Gross Sales Verification.**

1. Upon renewal of any MOT Liquor, Beer, and Wine license, the applicant shall certify, under penalty of perjury, the total annual gross sales at the licensed premises and the total annual gross sales of alcoholic beverages for the most recent calendar year.
2. The city may at any time, in its discretion, require certification, under penalty of perjury, by a certified public accountant retained and paid by the license holder of the total annual gross sales at the licensed premises and the total gross sales of alcoholic beverages for the most recent calendar year.

2. Minot Park District Facility Licenses

i. Souris Valley Golf Course Beer and Wine

1. The City Council may issue one (1) on-sale beer and wine license to the person(s) or entity(ies) designated by the Minot Park District to sell beer and wine at the Souris Valley Golf Course. Such license may be issued only upon the following restrictions and conditions:
 1. This license is not transferrable, and in the event the person(s) or entity(ies) designated by the Minot Park District should cease to operate the premises or the Minot Park District revokes their designation, the license issued pursuant to this section shall terminate and revert to the city as an unissued license available for any subsequent operator of the Souris Valley Golf Course.
 2. The license shall limit the sale and consumption of beer and wine to the main floor and porch of the Souris Valley Golf Course clubhouse.
 1. The Minot Park District by special permission, may allow the sale and consumption of beer and wine elsewhere on the golf course under such terms and conditions as they establish in their grant of permission.
 3. Retail sales of beer and wine shall be restricted to the patrons of the Souris Valley Golf Course or its clubhouse facilities.
 4. No off-sale sales of alcoholic beverages are permitted under this license.

ii. MAYSA Arena Beer and Wine

1. The City Council may issue one (1) on-sale beer and wine license to the person(s) or entity(ies) designated by the Minot Park District to sell beer and wine at the MAYSA Arena. Such license may be issued only upon the following restrictions and conditions:

1. This license is not transferrable, and, in the event the person(s) or entity(ies) designated by the Minot Park District should cease to operate the premises or the Minot Park District revokes their designation, the license issued pursuant to this section shall terminate and revert to the city as an unissued license available for any subsequent operator of the MAYSA Arena.

2. The license shall limit the sale and consumption of beer and wine to a room at the MAYSA Arena designated by the Minot Park District board of commissioners and MAYSA Arena management.

1. The Minot Park District by special permission, may allow the sale and consumption of beer and wine within the confines of the facility under such terms and conditions as they establish in their grant of permission.

3. Retail sales of beer and wine shall be restricted to the patrons of the MAYSA Arena.

4. No off-sale sales of alcoholic beverages are permitted by this license.

iii. Corbett Field Beer and Wine

1. The City Council may issue one (1) on-sale beer and wine license to the person(s) or entity(ies) designated by the Minot Park District to sell beer and wine at Corbett Field. Such license may be issued only upon the following restrictions and conditions:

1. This license is not transferrable, and, in the event the person(s) or entity(ies) designated by the Minot Park District should cease to operate the premises or the Minot Park District revokes their designation, the license issued pursuant to this section shall terminate and revert to the city as an unissued license available for any subsequent operator of Corbett Field.

2. The license shall limit the sale and consumption of beer and wine to the specified premises designated by the Minot Park District board of commissioners and MAYSA Arena management.

1. The Minot Park District by special permission, may allow the sale and consumption of beer and wine within the confines of the facility under such terms and conditions as they establish in their grant of permission.

3. Retail sales of beer and wine shall be restricted to the patrons of Corbett Field.

4. No off-sale sales of alcoholic beverages are permitted by this license.

3. Minot State University (MSU) License

i. The City Council may issue one (1) on-sale liquor, beer, and wine license to the person(s) or entity(ies) designated by the person(s) or entity(ies) designated by Minot State University to sell alcoholic beverages at Minot State University events.

ii. Premises. A licensee under this section shall be allowed to serve alcoholic beverages only in areas that are specifically identified as the licensee's licensed premises. Those areas shall be limited to Herb Parker Stadium and the MSU Dome. One (1) license shall cover both locations described in the previous sentence.

iii. Such license may be issued only upon the following restrictions and conditions:

1. The MSU license is not transferrable and may be held only by the person(s) or entity(ies) designated by the person(s) or entity(ies) designated by Minot State University to sell alcoholic beverages at Minot State University events. Should that designation be revoked or terminated, the license issued pursuant to this section shall terminate and revert to the city as an unissued license available for any subsequent individual designated to sell alcoholic beverages at Minot State University events.

2. The MSU licensee shall limit the sale and consumption of alcoholic beverages on the licensed premises to events authorized by MSU's president.

3. Retail sales of beer and wine shall be restricted to the patrons of MSU.

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4. No off-sale sales of alcoholic beverages are permitted under this license.
 5. The MSU licensee shall not sell or deliver alcoholic beverages for consumption off the licensed premises.
 6. The MSU licensee shall not sell alcoholic beverages after the completion of any event being held at either the Herb Parker Stadium or MSU Dome.
 7. The MSU licensee shall ensure that alcoholic beverages are sold and dispensed by a person legally employed by the licensee or an authorized agent of the licensee;
 8. The MSU licensee shall provide upon request, special measures which have been or will be implemented, generally or for a particular event, to control or restrict the consumption of alcoholic beverages.

4. City Licenses for Military, Veteran, Service Clubs, and Fraternal Orders

- i. The City Council may issue an unlimited number of on-sale liquor, beer and wine licenses to nationally organized and recognized military, veteran, or service clubs, and fraternal orders that are under the control and supervision of a national organization and officers.
- ii. Military, Veteran, Service Club, and Fraternal Order license holders shall not sell any alcoholic beverage for off-sale purposes, except as allowed by state law and Minot City Ordinance 5-40 by way of a special event permit.
- iii. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

Sec. 5-13. License Term

Except where otherwise provided in this article, all licenses issued hereunder shall be for a period of not more than one (1) year, and shall expire on the thirty-first day of December in each year. Where a license is granted for a period less than a year, any subsequent renewal thereof must be made for the full annual term.

Sec. 5-14. License Fees.

- a. Annual, Issuance, and Transfer Fees for the licenses listed in this Section shall be established annually by resolution of the City Council, with the exception of the Legacy License fee, and kept on file with the City Clerk.

b. No annual fee will be charged for the Legacy License fee until 1:59am on December 31, 2046. At [2:00am on January 1, 2046], the Legacy Licenses shall automatically revert back to the City and be retired. Those issued a Legacy License must apply for and be approved for one of the other City retail licenses prior to 1:59am on December 31, 2046.

c. The License Fees described in this Article shall not be prorated.

Sec. 5-15. Only licensee to operate under license.

The authority conveyed by a license issued under this chapter extends only to the named licensee and not to the lease or assignee or transferee of the licensee, except as provided in section 5-31 pertaining to transfers.

Sec. 5-16. Exceptions to the limitations as to the number of licenses.

(a) A license shall authorize the carrying on of activity pursuant to its authority only with regard to licensed premises at one (1) particular location except to the extent allowed under section 5-18. However, this subsection shall not be construed as prohibiting the periodic expansion and contraction of licensed premises at a particular location as the occasion demands, such as when, for example, a motel licensee dispenses alcoholic beverages at a public assembly room within the motel during a convention or other special activity, when otherwise such room is not ordinarily used for the service or consumption of alcoholic beverages.

(c) When the city annexes territory which contains an establishment, which was licensed by the county to sell alcoholic beverages at retail immediately prior to the annexation, the city will issue to its owner a city license to sell alcoholic beverages. Unless the city council lays down a special rule at the time of annexation whereby the new city license shall carry the same restrictions and terms as the old county license, the new city license issued under this subsection shall be as similar to the prior county license as may be obtained under the then existing categories of city licenses. It is the intent to this subsection that no county licensee shall lose a license to sell alcoholic beverages simply because the licensee is annexed to the city, but that city licenses which have county license ancestors over a period of time shall be treated the same as all other licenses.

Sec. 5-17. Mandatory alcohol server training.

(a) No person shall work in any premises licensed under this chapter for the sale of alcoholic beverages, whether on- or off-sale, as a manager, bartender, waiter, waitress, or in any other capacity where such person may sell, serve or deliver alcoholic beverages in or from premises licensed under this chapter or whose job description entails the checking of identification for the purchase of alcoholic beverages or admittance into the licensed premises unless such person has successfully completed server training presented by the First District Health Unit or by a trainer approved by the First District Health Unit, and has obtained a certificate of training within 90 days of beginning work at said licensed premise.

Commented [CD37]: See [Grand Forks Municipal Code No. 21-0235](#).

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- (b) All certificates of training issued under this chapter shall be valid for three (3) years from the date of issuance. The certificate of training may be renewed by its holder prior to its expiration as provided herein.
- (c) All persons licensed under Article II for the sale of alcoholic beverages, whether on- or off-sale, shall require all employees engaged in the sale, service, delivery, or management of the sale or service of alcoholic beverages, or the checking of identification for the purchase of alcoholic beverages or admittance into the licensed premise to possess certification required hereunder within 90 days of beginning work at said licensed premise.
- (d) Each licensee under Article II shall maintain on file at its licensed premises a listing of each person employed by the licensee, identifying all employees required to obtain training under this article, date of hire for such employees, and proof of a current certificate of server training that was presented or approved by the First District Health Unit for such employee.
- (e) Application for server testing shall be submitted to the First District Health Unit, or approved trainer, upon forms provided by the First District Health Unit or approved trainer and such application shall be verified under oath and shall contain such information as determined by the First District Health Unit to be reasonably required for the purposes of determining competency and eligibility.
- (f) All training programs and instructors must be approved by the First District Health Unit.
- (g) All training programs shall minimally include the following topics:
- (1) Reducing accessibility of alcohol to minors.
 - (2) Over-consumption/over-serving of alcohol.
 - (3) Server liability.
 - (4) Drunk driving.
- (h) The First District Health Unit may authorize and approve a person or entity for the administration of any test or training program required hereunder.
- (i) Any person having completed the approved training must attain a minimum score of seventy-five (75) percent on a test administered by, under the direction of, or approved by the First District Health Unit in order to successfully complete the training and obtain or renew a certificate.
- (j) Each person successfully completing the training and test will be issued a certificate by the First District Health Unit, or approved trainer, establishing the date of successful completion of training.
- (k) Each certificate shall expire three years from the date of issuance.
- (l) The First District Health Unit and the City of Minot Police Department shall both have the authority to conduct compliance checks to ensure licensee are in compliance with this section.

Commented [CD38]: Are we ok with both PD and First District conducting compliance checks?

Sec. 5-18. Compliance Checks.

The Minot Police Department will be responsible for conducting compliance checks to determine whether the licensees are conducting business in accordance with all state, local, and federal laws, to include this code of ordinances.

Sec. 5-19 through 5-20. - Reserved.**Division 2. Application and Qualifications for Licenses and Permits.****Sec. 5-21. Application for license – Information required.**

No license may be issued under this chapter unless the applicant files a sworn application on the form provided by the City Clerk, accompanied by appropriate fee, showing the following qualifications and providing the following information:

- (1) Name and address of applicant. If the applicant is a corporation, the name and address of all persons holding 1% or more of the stock in the corporation; if the applicant is a copartnership, the name and address and place of residence of each member of the co-partnership and any persons having any financial interest therein.
 - a. Citizenship status of applicant. Applicant shall state whether they are a citizen of the United States, and if a naturalized citizen, the date and place of naturalization.
 - b. Residence of applicant. Applicant shall state their state of residency, and the place of residence the applicant maintained for the year preceding the date of their application.
 - c. Business entity applicant Information. If the applicant is a business entity, they must include the official name of their business entity, any trade or alternate names, the date of creation or incorporation, the state where created or incorporated, the amount of authorized capital, the amount of the paid in capital and whether such business entity is a subsidiary of any other business entity, and if so, the name of the parent business entity, the purpose for which the applicant business entity was created, and the names and addresses of the corporate officers, directors, and managing agents of the business entity.
- (2) Name, birth date, and address of manager. The name, birth date, and address of the person who will have charge, management, and control of the establishment applying for a license.
- (3) License Type. The applicant must indicate on the application which license they are applying for.
- (4) Description and Address of the Licensed Premises. The applicant must list the street address and legal description of the premises sought to be licensed accompanied by a clear and understandable floor plan of the premises to be licensed.

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- (5) Name, birth date, and Address of the owner of the Licensed Premises. The name, birth date, and address of the owner of the premises for which the license is sought by a person other than the owner of such premises, the terms of the lease under which such applicant holds possession of the premises, insofar as the terms of such lease and the rental to be paid therefore are concerned. The applicant, when requested by the City Clerk or other City official reviewing their application, shall furnish that City staff member a copy of the lease under which they hold possession of the premises. If the license is sought by the owner of the premises sought to be licensed, the applicant shall state the time when such applicant acquired title thereto.
- (6) Tax delinquencies. The applicant must disclose
- a. Property tax delinquencies. Whether the taxes on the property where their premises will be located are delinquent.
 - b. Personal property tax delinquencies. Whether the personal property taxes of the applicant are delinquent. If a business entity, whether the personal property taxes of corporate officers, directors, and managing agents of the business entity are delinquent.
 - c. City Tax delinquencies. Whether the applicant is delinquent in payment of lodging taxes, sales taxes, or any other tax imposed by the Minot Municipal Code. Applicants are required to provide documentation demonstrating all taxes are current upon request.
- (7) Future Sale/Transfer Agreements. Any agreements or understandings to obtain an alcoholic beverage license for any other person, partnership, or corporation must be indicated on the application.
- (8) Previous Retail/Similar Businesses Experience/Past Occupation. Applicant shall state their occupation for the past ten (10) years and whether the applicant has ever engaged in the sale or distribution of alcoholic beverages prior to this application and if so, the date and type of business and location where such business took place, whether in or outside of the state. If the application is for a renewal license, the date the applicant first began to operate.
- (9) Purchase Agreements. If applicant is buying an existing business, application must include a copy of purchase agreement.
- (10) Lease Agreements. If applicant is leasing an existing business, application must include a copy of lease agreement.
- (11) Health and Safety Certifications. The building in which business is to be conducted must meet local and state requirements for sanitation and safety. Applicants are required to provide documentation demonstrating they are following all appropriate building, health, safety, and sanitation codes upon request.

(12) Mandatory Server Training. The applicant must provide proof their staff has completed mandatory server training as provided in this Chapter.

(13) Previous Revocations, Violations, and Convictions. The applicant must list the following:

a. Previous Alcohol License Suspensions/Revocations. If the applicant has had a license for the sale of alcoholic beverages suspended or revoked for any violation of state law or local ordinances they must list the names of the entities that acted against their license, the dates of the suspensions or revocations, and the reasons why the license was suspended or revoked.

b. Violations of Alcoholic Beverage Laws. The applicant must disclose whether they have ever been convicted of a violation of any law of the United States, any state, or local ordinance regarding the manufacture, sale, distribution, or possession of alcoholic beverages and if so, list the dates, names of places, and courts where the convictions were found.

c. Other convictions. Whether the applicant has ever been convicted of any other crime that other than previously stated in their application, in this state or any other state or under any federal law, and if so, the date of such convictions, the name of the crime for which convicted, the amount and terms of the sentence imposed and the court that convicted them.

(13) Other Information as Requested. City staff or the council may require the applicant to set forth such other information in the application as necessary to enable it to determine if a license should be granted.

Sec. 5-22. License application deadlines.

(a) All license applications shall be submitted to the city clerk by November 1 for license renewals, and for new licenses at least 60 days before the council meeting where their license issuance will be considered.

(b) The city clerk shall submit the application for a renewal license to the chief of police for their consideration within forty-five (45) days of receipt of all application materials required under section 5-21, including but not limited to the renewal license fee and any outstanding fines.

Sec. 5-23. Investigation of application.

The chief of police or their designee shall review all applications, investigate the facts stated therein and the character, reputation, and fitness of the applicant and report the same to the city council. The chief of police shall advise the city council regarding any applicants or licenses that have been subjected to disciplinary action, and any concerns regarding the truthfulness of the information and representations made in the application. For purposes of this section, disciplinary action includes any fines, suspensions, or revocations.

Sec. 5-24. Inspection of licensed premises.

- (a) Any applicant for a license from the City to sell alcoholic beverages must expressly consent to any law enforcement officer, building official, and fire chief, or their designees, of the City of Minot and State of North Dakota to enter the areas of public access of the licensed premises to inspect the same for compliance with city ordinances and state and federal law and to produce for any law enforcement officer the license authorizing them to engage in the sale of alcoholic beverages under this chapter.
- (b) The Chief of Police, Building Official, Fire Chief, or their designees, shall make a written report to the city council describing the applicant's present compliance with these ordinances and state and federal law to include all findings as to the general condition of the proposed license premises, the sufficiency of the structure for the purpose sought to be carried on therein, and their recommendation on whether the structure is suitable for carrying on a business involving the sale of alcoholic beverages as contemplated in this chapter. No license shall be issued or transferred by the city council, including any renewal licenses, for any establishment utilized for the sale of alcoholic beverages unless the building in which the business is carried on has been inspected in accordance with the terms of this section.
- (c) The Chief of Police, Building Official, Fire Chief, or their designees, shall make the written report to the city council described in preceding paragraph shall within forty-five (45) days of the city clerk receiving the renewal application and all of the materials required under this chapter, including but not limited to the annual license fee. If the Chief of Police, Building Official, Fire Chief, or their designees fail to file the report with the city council within the timeframe specified in this paragraph, the city clerk shall place the application on the next city council agenda for its consideration.

Commented [CD39]: Should this be "fire inspector" of "fire marshal"?

Sec. 5-25. City Clerk to submit application to City Council; approval.

- (a) Upon the receipt by the city council of the reports from the Chief of Police, Building Official, and Fire Chief, or their designees, the council shall make a determination on whether or not to issue the license. In so doing it shall consider the following:
 - a. The reports submitted by City staff;
 - b. Statements made before it at the council meeting wherein the matter is taken up;
 - c. any such matters of which a court could take judicial notice; and
 - d. whether the design, physical condition, and location of the proposed premises, and the proposed method of operation by the licensee, are consistent with the health, safety, general welfare, morals, comfort, good order, and peace and quiet of the general public or of those persons who work, live, transact business or participate in recreation in the vicinity of the premises sought to be licensed.

(b) The applicant shall have the following rights:

- a. To make an argument and/or plea to the council; and
- b. To comment upon the matters presented to the council; and
- c. To comment on those matters which the council indicates it will take notice of.

(c) No license shall be issued or transferred by the city council, including any renewal licenses, for any establishment utilized for the sale of alcoholic beverages unless the building in which the business is carried on has been inspected in accordance with the terms of this section and the premises complies with this code of ordinances as well as state and federal laws.

Sec. 5-26. Issuance when approved.

If the application for a license by this article is approved by the city council, the city clerk shall issue to the applicant a receipt showing the date and amount paid and by whom and for what location, and what class of license has been granted him, which shall constitute the license.

Sec. 5-27. Identification number.

Each license issued pursuant to this article must be given an identification number and a permanent record thereof must be kept by the city clerk, showing the name and address of the licensee and the legal description of the place licensed.

Sec. 5-28. Disqualifying circumstances.

The circumstances described hereafter disqualify an applicant for a license under this chapter:

- (1) The applicant or manager must not have been found guilty of, pled guilty to, or released from incarceration or probation for a felony within the last five years.
- (2) The applicant or manager must not have been found guilty of, or pled guilty to, a misdemeanor or an infraction offense contained in North Dakota Century Code chapters 5-01, 5-02, 5-03, 12.1-06, 12.1-08, 12.1-09, 12.1-10, 12.1-11, 12.1-12, 12.1-20, 12.1-22, 12.1-23, 12.1-24, 12.1-27.1, 12.1-28, 12.1-29, 12.1-31, 12.1-31.1, 19-03.1, 53-04, 53-06.1, 53-06.2, or have committed any other crime which has a direct bearing on the applicant's fitness to be involved in the sale or dispensing of alcoholic beverages within the last three years. If such person has pled or been found guilty, or has committed an offense under subsection 2, the applicant may be issued a retail license if the attorney general determines the person to be sufficiently rehabilitated.
- (3) The applicant's building in which the business is to be conducted fails to meet local and state requirements for sanitation and safety.

Commented [SS40]: See [Administrative Rules 10-08-01](#)

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- (4) The applicant may not have any financial interest in any wholesale alcoholic beverage business.
 - (5) False information submitted on a sworn application constitutes grounds for denial of licensure.

Sec. 5-29. Refund or fee upon denial; exception.

If the application for a license provided for in this article is denied, the city clerk shall return to the applicant the amount deposited by the applicant, unless otherwise indicated under this article.

Sec. 5-30. License Renewals.

Unless explicitly stated otherwise in this code of ordinances, applications to renew a license to sell alcoholic beverages shall follow the same process as a new application for a license to sell alcoholic beverages.

Sec. 5-31. License Transfers.

No license to sell alcoholic beverages shall be transferred, either as to the license holder or as to the premises, without first making application to and receiving the approval of the city council. The transferee shall also pay the annual fee as established by resolution of the city council. Applications to transfer a license or premises shall follow the same process as a new application for a license to sell alcoholic beverages.

Sec. 5-32 through 5-40. - Reserved.

Division 3. Termination, Suspension, Revocation – Hearing Process.

Sec. 5-41. Termination.

All licenses issued pursuant to this Chapter shall automatically expire at the end of their License Term. To maintain continuity of services, each license holder must reapply and be approved for a license each year before the expiration of their License Term.

Sec. 5-42. Council authority to suspend or revoke a license.

The city council shall have the power to suspend or revoke any license issued under the authority of this chapter for any of the following reasons:

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1. The licensee violates the laws of this state or of any of the provisions of this chapter.
 2. The licensee willfully makes a false statement or a misrepresentation as to a material fact in the application for the issuance, ownership transfer, or change in location of the licensed premises.
 3. The licensee knowingly permits the occurrence of a pattern or practice of disorderly or immoral acts upon the licensed premises.
 4. The licensee does not conduct the activity for which the license was issued at the licensed premises for a period of twelve (12) consecutive months.
 5. The licensee or its manager or both no longer meet the requirements of section 5-18 for the issuance of the license.
 6. The licensee does not hold a necessary permit or license issued by another governmental entity, which license or permit is required by that governmental entity as a precondition to the carrying on by the license of the activity authorized by the City of Minot license.

Sec. 5-43. Complaints against Licensees - Notice

- a. Any person having information that a licensee has violated any provisions of this code of ordinances may file a complaint with the Minot Police Department specifically setting forth such violation. Upon receipt of the complaint, the Minot Police Department shall investigate the truth or falsity of the allegations set forth therein.
- b. If the Minot Police Department investigation finds the facts alleged in the complaint are supported by probable cause, the Minot Police Department shall forward the complaint to the City Attorney, who shall assist the City Clerk with scheduling the matter for a hearing not later than the next regular meeting of the local governing body.
 - i. The City Clerk shall ensure a copy of the complaint and notice of hearing is mailed to the licensee by registered mail or hand delivered to the licensee not less than five (5) days before such hearing, exclusive of the date of mailing and date of the hearing.
 - ii. The notice must include:
 1. the date, time, and place of the hearing;
 2. notice to the licensee that its license may be suspended or revoked;
 3. the factual allegations that form the basis of the complaint.
 - iii. The City Clerk shall mail the notice to the licensee's last known address as indicated on the licensee's most recent application on file with the City Clerk's office.
 - iv. The City Clerk shall ensure a record of such hearings is made by the use of an electronic recording device.
- c. If the licensee requests that the originally scheduled hearing date be continued the city council shall grant a continuance to a time mutually convenient to the licensee and the city council, but the city council shall have the discretion to suspend the license from the date for which the hearing was originally scheduled to the date of the continued hearing.

d. Should the facts alleged in the complaint not be supported by probable cause, the Minot Police Department shall advise the complainant, licensee, and city council of the outcome of their investigation.

Sec. 5-44. Hearings.

- a. The city council shall conduct the public hearings on complaints against licensees – to include consideration of the evidence and testimony presented by witnesses. A member of the local governing body has the power to administer oaths and subpoena and examine witnesses. Any witness called by the City, except a peace officer while on duty, shall receive the same fees and mileage as a witness in a civil case in district court.
- b. If the licensee fails to appear at the hearing, or if he does not dispute the facts set forth in the complaint, the factual allegations in the complaint shall be deemed to be admitted. Otherwise the city shall have the burden of going forward with the evidence and the burden of persuasion as to any disputed issues of fact.
- c. If, upon conclusion of the hearing, it appears to the majority of the city council that sufficient cause exists to revoke or suspend a license, or impose other sanctions or penalties, the city council shall issue its findings, conclusions, and order, which shall then be served on the licensee by certified mail or hand delivered with an affidavit of service.

Division 4. Penalties and Appeals.

Sec. 5-45. Licensee Penalties.

- a. If a licensee admits a violation under this chapter occurred, fails to appear at a scheduled hearing relating to a violation under this chapter, or the city council after a hearing determines that a violation under this chapter occurred, the following penalties shall be applied and assessed, in addition to any other civil or criminal penalties a licensee may be subject to for violating any provision of state, local, or federal law:
 - 1. First violation: Written warning by the Minot Police Department.
 - 2. Second violation: Business closed for three (3) consecutive days and a \$500 penalty
 - 3. Third violation: Business closed for ten (10) consecutive days and a \$750 penalty
 - 4. Fourth violation: Business closed for forty (40) consecutive days and a \$1,000 penalty

Commented [CD41]: See Fargo Code of Ordinances 25-1512 (D)

5. Fifth violation: Business liquor license recommended to be revoked, suspended for a period of time not to exceed _____ days, or a fine of not less than \$2500 as determined by the City Council.

b. The penalties described above shall be for violations that occur within a period of twenty-four (24) months. The twenty-four-month time period commences to run and is calculated from the first offense by the licensee.

Sec. 5-46. Penalty for failure to complete mandatory alcohol server training.

(a) Any licensee who employs a person in violation of subsection(s) 5-12 (a) or (c) shall be subject to a fine as follows:

(1) A fine of fifty dollars (\$50.00) for a first violation;

(2) A fine of one hundred dollars (\$100.00) for a second violation within one year of the first violation;

(3) A fine of two hundred dollars (\$200.00) for each violation within one year of the second violation;

Any imposed fine shall be paid to the City of Minot.

Sec. 5-47. Appeal.

The decision of the city council shall be final for purposes of the legal doctrine which requires the exhaustion of administrative remedies as a prerequisite for judicial review. The decision of the city council may be appealed to the district court by following the appeal procedure set forth in North Dakota Century Code chapter 28-32, except that the order revoking or suspending the license is inoperative while the appeal is pending.

Sec. 5-48. No refund of fee when license is terminated, suspended, or revoked.

When a license issued pursuant to this article is terminated, suspended, or revoked for cause, the licensee or those claiming under him, shall not be entitled to any return of any portion of the license fee previously paid to the city.

Sec. 5-49. No license to be issued until five years after revocation.

Where a license for any premises licensed pursuant to this article has been revoked, no license shall thereafter be issued to the licensee for a period of five (5) years after revocation.

Sec. 5-50 through 5-54 – Reserved.

ARTICLE III. REGULATION OF LICENSED PREMISES, PATRONS, MINORS

Division 1. Licensed Premises Regulations

Commented [CD42]: See [Grand Forks Municipal Code No. 21-0236](#).

Commented [CD43]: Who do we want to impose the fines?
Will they be paid through PD or Finance?

Commented [SS44]: See [NDCC 5-02-11](#)

Sec. 5-55. Special Event Permits; fees.

(a) A permit issued pursuant to Section 5-02-01.1, N.D.C.C. to allow a 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) Payment of fees as established by City Council resolution.

(2) Submission of an application to the city clerk, at least seven (7) days prior to the event (not including the day of the event). Applications received within twenty-four (24) hours of the event will not be considered. To be considered complete, applications must be made on the form provided by the city clerk, and include any information required by the city clerk, including but not limited to a brief narrative explaining:

a. The nature and duration 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 persons under twenty-one (21) years of age at such occasion; and

c. A diagram or site map annotating the premise where the event will occur.

(3) The written approval by the chief of police of the issuance of the permit. The chief of police may police the event(s) covered by the special permit. The chief of police may determine the number, if any, of police officers or licensed private security officers needed to police the event(s). If the chief of police determines police officer or licensed private security officers are needed to police the event(s), the licensee shall hire the required number of off-duty police officers or licensed private security officers to police the event(s). If the licensee retains off-duty police officers to police the event(s), the written approval for the special permit shall be contingent on the licensee paying the Minot Police Department the expense of any off-duty police officer required for the proper policing of the event(s) prior to the event(s) occurrence. No special event(s) shall be permitted to proceed unless the required number of police officers or licensed private security officers are present.

(4) A permit issued pursuant to this subsection may not be used for the off-sale of alcoholic beverages.

(5) The city council may authorize an individual under twenty-one (21) years of age to attend the special event, but may not authorize the consumption or possession of an alcoholic beverage by an individual under twenty-one (21) years of age.

(6) A permit issued under this section will only be issued for the duration of the occasion identified in the application.

Each month the chief of police shall submit a report to the city council concerning the permits allowed and the permits denied under this subsection subsequent to the last prior such report. Applications, whether granted or not, shall be retained by the city clerk for no less than three (3) years

Sec. 5-56. Outdoor Premises Requirements – Permit Available.

(a) Licensed premises for retail liquor, beer, and wine licenses which extend out-of-doors must meet the following requirements in respect to the portion located out-of-doors (hereafter called the "outdoors"):

(1) The outdoors must be contiguous with the rest of the licensed premises (hereafter called the "indoors").

(2) The periphery of the outdoors - to the extent not adjoining the indoors - must be enclosed with a wall or fence that is at least thirty-six (36) inches in height and said wall or fence may include a gate that can be used for entering or exiting the outdoors.

(b) The requirements of subsection (b) shall not apply to licensees holding an outdoor dining license or a license not listed in subsection 5-27 (b), however, permit holders shall meet all requirements provided under chapter 28, article VII, division 2 of this Code.

Sec. 5-57. Adequate Parking.

At the time of erection, conversion or expansion of a structure to be used for a retail liquor or beer business, there shall be provided and thereafter maintained off-street parking facilities to accommodate the motor vehicles used by the occupants, customers, clientele and employees of said retail business. Such off-street parking spaces shall be used exclusively for off-street parking purposes. Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in chapter 23 of the City of Minot Zoning Ordinance, Ordinance No. 1149, as amended.

Sec. 5-58. Premises and Records available.

The licensed premises and the records of the licensee shall be available to the police department for immediate inspection whenever the licensed premises are open for public patronage and the licensed premises shall be available to the police department for immediate inspection at any other time when there are persons on the licensed premises.

Sec. 5-59. Removal of wine from restaurant.

If a full bottle of wine has been opened and the contents partially consumed, a retail alcoholic beverage licensee whose gross sales of food are at least thirty percent of the gross sales of alcoholic beverages consumed on the premises may permit an

Commented [SS45]: See NDCC 5-02-13

individual purchasing the bottle to remove the bottle when leaving the licensed premises if the licensee reseals the bottle with a seal that must be made conspicuously inoperative to reopen the bottle, and places a receipt of sale with the bottle. The removal of the bottle under these conditions is not an off sale of wine and is permitted without an additional license.

Sec. 5-60. Sale of beer in kegs – Registration and marking required.

Licensees that sell beer in containers with a liquid capacity greater than six gallons [22.71 liters] must comply with the registration and marking requirements established in state law.

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Sec. 5-61. Sale of alcoholic beverages in exchange for goods prohibited.

Any licensee that accepts goods, chattels, or other tangible personal property other than money, checks, legal tender, negotiable instruments, or other evidences of debt, in exchange for any alcoholic beverages is guilty of a class b misdemeanor.

Commented [SS47]: See [NDCC 5-0-07.1](#)

5-62. Licensee to close at certain times.

- (a) No one shall dispense or permit the consumption of alcoholic beverages on a licensed premises outside of the hours permitted by the State of North Dakota for the sale of alcoholic beverages.
- (b) During such time of each day when, pursuant to subsection (a), the sale or consumption of alcoholic beverages is not allowed on licensed premises, it shall be unlawful for any person to enter upon or to remain on licensed premises, except for:
- (1) The licensee;
 - (2) Employees of the licensee and employees of a permitted gaming operation on the licensed premises while they are actively carrying on their duties with regard to the licensed business or gaming operation;
 - (3) A bona fide independent contractor who has entered into a contract with the licensee to perform work on the licensed premises, while actively performing such contract; and
 - (4) Persons who are on the licensed premises pursuant to a special permit issued by the city council (which permit may contain such limitations and conditions as the council deems appropriate to impose).

Sec. 5-63. Wine tasting permitted.

A licensed off-sale retailer may permit the sampling of wine upon the licensed premises.

Sec. 5-64. Bottle Clubs Prohibited – Penalty.

Any person operating an establishment whereby persons are allowed to bring their own alcoholic beverages on the premises where the proprietor sells soft drinks, mix,

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ice, or charges for bringing such beverages on the premises is guilty of a class B misdemeanor.

Sec. 5-65. Retail delivery prohibited; exception.

It shall be unlawful for any licensed taxicab driver to make, or assist in the making of any deliveries of alcoholic beverages outside of a place of business licensed pursuant to this chapter, except when accompanied by the purchaser. Any licensed retailer, using a vehicle marked as prescribed in this section, may make deliveries of alcoholic beverages or beer. Such deliveries shall not be made during the last thirty (30) minutes the licensee is legally open for business. Any vehicle so used for making such deliveries shall have the name of the licensee painted or attached in contrasting color on the side of such delivery vehicle. Such letters shall not be less than two (2) inches high and of corresponding proportionate width. The retail licensee shall secure a receipt from the purchaser in accordance with the form prescribed by the police department. Such receipt will show:

- (1) The name of the licensee making the sale.
- (2) The name and age of the purchaser.
- (3) The name and age of the person making the delivery.
- (4) The date of the delivery and the quantity delivered.
- (5) The signature of the recipient of the beverage so sold and delivered.

It shall be the responsibility of the retail licensee to retain the above prescribed form and such receipts retained shall be open to inspection by the police department. The retail licensee shall be fully responsible for any and all deliveries made by and for the licensee.

Sec. 5-66. Clubs and lodges prohibited from making off-sales, and from making deliveries of alcoholic beverages.

It shall be unlawful for any nationally organized or recognized fraternal order or club or any nationally organized and recognized servicemen's or veterans' organization holding a license from the city to sell any alcoholic beverage for off-sale purposes or, except as allowed pursuant to section 5-40(2) by way of a temporary permit, to make, or aid in the delivery of any alcoholic beverages outside its licensed premises.

Sec. 5-67. Sale of alcoholic beverages at municipal auditorium and armory complex by licensed liquor dealers.

The holder of a current liquor or beer license of the city may sell and dispense alcoholic beverages at the municipal auditorium and armory complex of the city provided that:

- (1) Permission is granted in the same manner as provided in section 5-40(b).

(2) The licensee accepts all responsibilities and liabilities for enforcement of City of Minot and North Dakota State Liquor laws regarding the dispensing of alcoholic beverages during the times of the special permission.

(3) Twenty (20) per cent of the gross sales of alcoholic beverages at the auditorium/armory are paid to the city immediately upon expiration of the permit.

Sec. 5-68. Dispensing of alcoholic beverages at private party held at municipal auditorium or armory.

Any lessee of the municipal auditorium or armory may dispense alcoholic beverages, at a private party or gathering, provided that there is no charge for the alcoholic beverages, provided that all of the laws of the City of Minot and State of North Dakota regarding dispensation of alcoholic beverages are fully complied with and provided that responsibility and liability for compliance with these laws are fully assumed by the lessee.

Sec. 5-69. Nudity, semi nudity and sexually explicit acts prohibited.

(a) No person who is within or upon premises which are licensed under this chapter shall knowingly omit to cover securely with an opaque covering the following portions of his or her anatomy:

- (1) Female breasts below a point immediately above the top of the areola;
- (2) The pubic regions;
- (3) The buttocks to include the anus; and
- (4) Human genitals.

(b) No person while upon or within premises licensed under this chapter shall perform or simulate acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, or shall perform or simulate the erotic touching of the human genitals and pubic regions, buttocks, anus, or female breasts.

(c) Premises licensed under this chapter for the purposes of this section shall include any area or room under control of the licensee, or as to which he has the lawful right to assert control, whether control is exercised or not:

- (1) In which or in any portion of which alcoholic beverages are stored, mixed, prepared, opened, served or consumed as an incident of the business operation of the licensee carried on pursuant to the license; or
- (2) The interior of which is visible from an area or room described in subparagraph (1) but only while its interior is so visible.

Sec. 5-70. Sale of alcoholic beverages at golf courses.

a. A licensee that sells alcoholic beverages at a golf course is allowed to serve alcoholic beverages only in areas that are specifically identified as the licensee's

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licensed premises, except their licensed premises cannot include their parking lot or the entire golf course itself.

- b. A licensee that sells alcoholic beverages at a golf course may extend their premises to allow service of alcoholic beverages on the golf course itself from one (1) location or one (1) mobile cart for a nine-hole golf course or from two (2) locations or two (2) mobile carts for an eighteen-hole golf course. No additional license shall be required for the sale of alcoholic beverages from a location or cart permitted under this paragraph.

Sec. 5-71. Sale of alcoholic beverages at bowling centers.

- a. A licensee that sells alcoholic beverages in a bowling center must have a designated area where the alcoholic beverages are purchased, served, and/or mixed. Minors are not allowed in the designated area to purchase, serve, and/or mix alcoholic beverages unless an exception under state or local law applies.
- b. The designated areas described in this section must be separated from the rest of the establishment by a permanent partition/barrier which is at least three (3) feet in height.
- c. Alcoholic beverages purchased within the designated area described in this section may be consumed in the bowling area and concourse adjacent to the bowling area.

Sec. 5-72. Sale of alcoholic beverages at movie theaters.

- a. A licensee that sells alcoholic beverages in a movie theater must:
1. designate an alcohol service area on the licensed premises diagram and shall be allowed to serve alcoholic beverages in areas that are specifically identified as the licensee's licensed premises; and
 2. require the purchase of a movie theater admission ticket in order to purchase an alcoholic beverage; and
 3. serve or deliver only one (1) alcoholic beverage per customer at a time; and
 4. refrain from selling alcoholic beverages more than ninety (90) minutes prior to a scheduled movie screening and immediately cease selling alcoholic beverages at the conclusion of the last movie screening and remove all attendees from the licensed premises.
- b. A licensee selling alcoholic beverages in a movie theater acknowledges that their sales are adjunct to the operation of the movie theater and not that of operating a full-time liquor establishment.

Sec. 5-73 through 5-74. - Reserved.

Division 2. Patrons and Minors Regulations

Sec. 5-75. Open Container and Public Consumption limited.

- a. No owner, manager, or person having control of any public place shall serve, permit to be served, or permit any person to drink alcoholic beverages in such place, unless such place has been duly issued an on-sale or other appropriate license or special permit under this chapter.
- b. (b)
- c. No person shall mix, prepare, serve, or consume alcoholic beverages in any public place unless such place has been duly issued an on-sale or other appropriate license or special permit under this chapter.
- d. No person shall possess an open container holding alcoholic beverages, including a growler with a broken seal, in any public place unless such place has been duly issued an on-sale or other appropriate license or special permit under this chapter.
- e. The only exception to the provisions of this section is that alcohol may be served and/or consumed on a business premises during the hours of 8:00 a.m. and 10:00 p.m., however, no sale of alcohol shall occur on such business premises unless the business premises has been duly issued an on-sale or other appropriate license or special permit under this chapter.
- f. For purposes of this section, "public place" shall mean an indoor or outdoor area, whether privately or publicly owned, to which the public has access by right or by invitation, expressed or implied, whether by payment of money or not, but not a place when used exclusively by one (1) or more individuals for a private gathering or other personal purpose.

Sec. 5-76. Possession and consumption of alcoholic beverages by minors.

- a. Except as permitted in this chapter, a person under twenty-one (21) years of age _____ (a _____ "minor") shall not manufacture or attempt to manufacture, purchase or attempt to purchase, consume or have recently consumed other than during a religious service, be under the influence of, be in possession of, or furnish money to any individual for the purpose of an alcoholic beverage.
- a.b. This offense shall be presumed to have occurred within the city limits if actual consumption occurs within the city or the individual having consumed alcoholic beverages is arrested within the city limits.
- c. A minor that violates this section is guilty of an infraction.

Sec. 5-77. Presence in licensed premises prohibited as to minors.

It shall be unlawful for any minor to enter, be upon, or otherwise be present upon a licensed premises where any form of alcoholic beverages is sold or offered for sale, unless such minor qualifies under state law or one of the exceptions specifically set forth in Section 5-14 of this Article II. A minor that violates this section is guilty of an infraction.

Sec. 5-78. Licensee prohibited from allowing minors on licensed premises.

It shall be unlawful for any licensee or any of their agents or employees to permit any minor to enter or be upon the premises where alcoholic beverages are sold or are allowed to be sold unless such minor qualifies under state law or one of the exceptions specifically set forth in Section 5-14 of this Article II.

Sec. 5-79. Exceptions permitting minors to enter a licensed premises.

- a. A minor may not enter any licensed premises where alcoholic beverages are being sold or displayed, except:
 1. A restaurant if accompanied by a parent or legal guardian;
 2. In accordance with subsection (b) of this section;
 3. If the individual is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering, or consuming alcoholic beverages;
 4. If the individual is a law enforcement officer or other public official who enters the premises in the performance of their official duty;
 5. If the individual enters the premises for training, education, or research purposes under the supervision of a person twenty-one (21) years or more years of age with prior notification to the City.
- b. At the discretion of the owner of the licensed premises, a minor may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the restaurant designated for the opening or mixing of alcoholic beverages if the individual:
 1. Is accompanied by a parent or guardian;
 2. Is not seated at or within three feet (0.91 meters) of the bar counter;
and
 3. Does not enter or remain in the designated area after 10:00 p.m.

A minor may be permitted to remain in a restaurant where alcoholic beverages are opened or mixed and gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area, or if the individual is employed by the restaurant as a food waiter, food waitress, busboy or busgirl under the direct supervision of an individual twenty-one (21) years of age or older and is not engaged in the sale, dispensing, delivery, or consumption of alcoholic beverages.

Sec. 5-80. Misrepresentation of Age.

- a. Any person who misrepresents or misstates their age or the age of any other person by making a false statement or by presenting a false or fictitious registration card, ~~drivers~~driver's license, identification card, or any other document purporting to show that person is of legal age to purchase alcoholic beverages is guilty of a class B misdemeanor.

Commented [SS50]: Sec. 5-14 a and b are taken from NDCC. 5-01-08.1

- b. Any licensee may keep a book and may require anyone who has shown documentary proof of that person's age, which substantiates that person's age to allow the purchase of alcoholic beverages, to sign the book if the age of that person is in question. The book must show the date of the purchase, the identification used in making the purchase and the appropriate numbers of such identification, the address of the purchaser, and the purchaser's signature.
- c. A licensee or their employee may determine proof of age for purchasing or consuming alcoholic beverages solely by an inspection of one of the following:
1. A valid driver's license or identification card issued by the state, another state, or a province of Canada which includes the photograph and date of birth of the licensed individual;
 2. A valid military identification card issued by the United States department of defense; or
 3. A valid passport issued or recognized by the United States.
- d. A licensee or their employee may seize a form of identification displayed as proof of age if the licensee or their employee has a reasonable belief that the form of identification has been altered, falsified, or is being used to unlawfully obtain alcoholic beverages.
- e. Within twenty-four hours of seizing a form of identification as allowed under this section, a licensed retailer or an employee of a licensed retailer shall notify a law enforcement agency of the seizure and the law enforcement agency shall take possession of the identification within twenty-four hours after receipt of the notice.

Commented [SS51]: The rest of this section is taken from NDCC 5-01-08.3.

Sec. 5-81. Purchasing for or furnishing alcohol to minors.

It shall be unlawful for any person to purchase or procure for any minor, any form of alcoholic beverages or to furnish or deliver any such alcoholic beverages to any minor.

Sec. 5-82. Licensee shall not sell or dispense alcoholic beverages to minors.

It shall be unlawful for any licensee, or any of their agents, servants, or employees, to sell, dispense, or deliver alcoholic beverages in any form to a minor, or to permit the consumption of alcoholic beverages upon the licensed premises by any minor, or to permit any sale, dispensing, delivering, of any alcoholic beverages to a minor.

Sec. 5-83. Licensee shall not allow minors to be furnished with alcoholic beverages.

It shall be unlawful for any licensee, or any of their agents, servants, or employees, to permit any minor to be furnished with any alcoholic beverages on the premises for which a license is granted and issued pursuant to this chapter.

5-84. Penalties, referral to addiction facilities, immunity from prosecution.

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- a. For a first violation of subsections 5-11 and 5-12 the court may sentence a violator to an evidence-based alcohol and drug education program operated under the rules adopted by the department of human services under Section 50-06-44, N.D.C.C.
 - b. For a second or subsequent violation of subsections 5-11 and 5-12 the court must sentence a violator to an evidence-based alcohol and drug education program operated under the rules adopted by the department of human services under Section 50-06-44, N.D.C.C.
 - c. For any violation of subsection 5-11 and 5-12, the court may refer individuals that violate this Article to an outpatient addiction facility licensed by the department of health and human services for evaluation and appropriate counseling or treatment.
 - d. A minor is immune from criminal prosecution under subsections 5-11 and 5-12 if that individual contacted law enforcement or emergency medical services and reported that another individual under twenty-one (21) years of age was in need of medical assistance due to alcohol consumption, provided the assistance to the individual in need of medical assistance until assistance arrived and remained on the scene, or was the individual in need of medical assistance and cooperated with medical assistance and law enforcement personnel on the scene. The maximum number of individuals who may be immune for any one (1) occurrence is five (5) individuals.
 - e. The elements of criminal scienter and the defenses to a charge under this section shall be as provided in state law with respect to the cognate offenses established therein.
 - f. Nothing herein shall be construed to prohibit the consumption (as opposed to the sale) of alcoholic beverages in bowling centers under the following circumstances:
 - (1) The licensee owning or controlling the bowling center must approve to such consumption;
 - (2) There must be a designated area where beverages are purchased, served, and/or mixed and persons under twenty-one (21) years of age may not enter that designated area of the licensed premises;
 - (3) The designated area must be separated from the rest of the establishment by a permanent partition/barrier which is at least three (3) feet in height.
 - (4) Alcoholic beverages purchased within the designated area may be consumed in the bowling area and concourse adjacent to the bowling area.

Sec. 5-~~20 85~~ through 5-~~2590~~. - Reserved.

Commented [SS52]: I'd like to move this language somewhere else -

ARTICLE III. ALCOHOL LICENSES

Division 1. Licenses – Generally.

Sec. 5-26. License Required To Sell Alcoholic Beverages, Exceptions.

- a. ~~No person shall sell alcoholic beverages at retail within the city limits of Minot without securing a state license and a license from the City of Minot.~~
- b. ~~The City of Minot's license shall allow the sale (and consumption, when applicable health code requirements are met) of alcoholic beverages only on the premises to which the license specifically relates, unless the licensee obtains a special event permit pursuant to Sec. 5-40.~~
- c. ~~No licensee shall be permitted to hold more than one (1) license under this Article per premises, unless specifically authorized in this Article.~~
- d. ~~All licenses or permits issued by the City pursuant to this chapter confers a privilege on the license holder to engage in the activity or occupation so licensed, and do not constitute property or property rights or create any such property rights in any license holder or applicant. No license or permit issued under this article may be mortgaged, encumbered, pledged, seized, levied upon, attached, executed upon, assessed, or in any manner taken for the purpose of securing, or in satisfaction of, any debt, judgment lien, mortgage, encumbrance, or obligation.~~
- e. **Exceptions.**
 1. **No license under this section shall be required for a domestic winery owner or operator having a license from the state tax commissioner allowing the production of wine and only being present within the city to utilize special event permits issued by the state tax commissioner under Section 5-01-17, N.D.C.C., provided that the owner or operator presents the state tax commissioner permit to the city clerk and obtains a permit for each event from the city clerk in accordance with the procedure set forth in section 5-40 of the Code of Ordinances.**
 2. ~~This section does not apply to public carriers engaged in interstate commerce.~~
 3. ~~This section does not apply to a nonprofit organization that sells an alcoholic beverage as part of a fundraising activity. As used in this subsection, fundraising activity includes an auction, raffle, or other prize contest for which consideration is given. If the alcoholic beverage is sold as part of a fundraising event, the sale may not be for consumption at that event.~~

Commented [SS53]: This could accompany the Council decision whether or not to remove the license cap/alleged property right:

See *Grand Forks City Code* § 21-0202:

1. No person shall sell at retail within the city limits of Grand Forks any alcoholic beverages without first having obtained a license therefor as herein provided.
2. All licenses or permits issued by the city pursuant to this article confer a privilege on the license holder to engage in the activity or occupation so licensed, and do not constitute property or property rights or create any such rights in any license holder or applicant. No license or permit issued under this article may be mortgaged, encumbered, pledged, seized, levied upon, attached, executed upon, assessed or in any manner taken for the purpose of securing, or in satisfaction of, any debt, judgment, lien, mortgage, encumbrance or obligation.

1.—

a.— ~~Supper Club Establishment License Non-Profit and Governmental Organization Licenses~~ ~~Souris Valley Golf Course~~

b.—

1.— ~~Military, Veteran, Service Clubs, and Fraternal Orders~~ ~~alcoholic beverages~~ ~~alcoholic beverage~~ ~~the sale~~ ~~premises~~

2.— ~~Samples authorized:~~ A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

1.— ~~Legacy License holders enjoy a defeasible property right in the license until~~ **[INSERT DATE]**.

i.— ~~It is defeasible in the sense that it may be revoked by the city "for cause" without compensation to the licensee as provided in section 5-32 of this Code. Subject to that reservation of rights In the City, the licensee may transfer, sell, pledge, grant or retain a security interest in, give away in a will, or otherwise deal in the license.~~

ii.— ~~Legacy License holders shall pay no annual license fees, but are required to submit an annual application and licensed premises inspection.~~

iii.— ~~On~~ **[INSERT DATE]**, ~~the Legacy Licenses will automatically terminate. In order to continue to sell alcoholic beverages of any kind, the Legacy License holder must apply for and be granted a different category of city retail license before their license expires.~~

2.— ~~A Legacy License~~ ~~alcoholic beverages~~ ~~alcoholic beverages~~, ~~the sale~~ ~~premises~~

3.— ~~Samples authorized:~~ A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

1.— ~~alcoholic beverages to be consumed off of or away from their licensed premises.~~

4.— ~~Samples authorized:~~ A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than one (1) fluid ounce and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

1.— ~~beer and wine~~ ~~beer and wine~~ ~~the sale~~ ~~premises~~

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5. ~~Samples authorized:~~ A license holder possessing such a license may provide their customers, free of charge, samples of beer and wine as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces. Supper Club License

1. The City Council may issue an unlimited number of supper club licenses to permit the sale of alcoholic beverages on-sale. Such a license may be issued only upon the following conditions:

i. ~~The individual or entity seeking the license must operate a restaurant, as defined in Minot City Ordinance Sec. 5-01, and the licensed premises must include a designated and permanent kitchen where cooks and/or chefs fully prepare and cook meals and food, and the licensed premises employees then serve such prepared and cooked meals for consumption by its patrons within the licensed premises, including multi-course meals of steak, fish, seafood, and other similar main courses as well as hors d'oeuvres and desserts.~~

ii. Sales of off-sale alcoholic beverages shall not be permitted, except as allowed by state law and 5-40 by way of a special event permit.

iii. No sale of liquor, beer or wine may be made to a customer who does not also order at least one (1) food course from the menu unless no more than fifty (50) percent of the annual gross income of the establishment is derived from the sales of alcoholic beverages. Upon renewal of any Supper Club license, the applicant shall certify, under penalty of perjury, the total annual gross sales at the licensed premises and the total annual gross sales of alcoholic beverages for the most recent calendar year. The city may, in its discretion, require certification, under penalty of perjury, by a certified public accountant retained and paid by the license holder of the total annual gross sales at the licensed premises and the total gross sales of alcoholic beverages for the most recent calendar year.

iv. Holders of Supper Club license may designate a lounge area not to exceed eight hundred (900) square feet of seating area in which patrons may consume alcoholic beverages. No minors are permitted within the designated Supper Club lounge area at any time. No separate, exterior entrances are permitted to the Supper Club lounge area, and signage must be placed at each entrance to the Supper Club lounge area to notify patrons that no minors are permitted in the area.

v. ~~Holders of Supper Club licenses may be permitted to use a bar within the designated Supper Club lounge area for the preparation, sale, and service of drinks to customers.~~

vi. ~~The hours within which sales of alcoholic beverages may be made shall coincide with the hours permitted by the State of North Dakota for the sale of alcoholic beverages and shall also coincide with the hours the kitchen is in operation.~~

6. ~~Ineligible businesses: Mobile food vendors and establishments that prepare and serve only prepackaged, preprocessed or pre-prepared foods, such as frozen pizzas, soups and sandwiches, that receive no more than heat treatment and intended for fast or convenient service are not eligible for a supper club license. or~~

7. ~~The City Council may issue an unlimited number of~~

1. ~~The City Council may issue an unlimited number of domestic distillery licenses to sell distilled spirits on-sale and off-sale, subject to the following restrictions and conditions:~~

i. ~~Such license may be issued only to a person or entity holding a domestic winery license from the state tax commissioner.~~

ii. ~~Any licensed issued hereunder will only authorize the licensee to sell wine produced on the premises by the licensee at on-sale or off-sale,~~

8. ~~Samples of distilled spirits authorized: A license holder possessing such a license may provide their customers, free of charge, samples of distilled spirits produced on the premises provided that the size of such sample is no greater than one (1) fluid ounces and the total of all samples provided to a customer does not exceed three (3) fluid ounces. No other alcoholic beverages may be sampled on the premises.~~

1. ~~The City Council may issue an unlimited number of domestic winery licenses to sell wine "on-sale" and "off-sale", subject to the following restrictions and conditions:~~

i. ~~Such license may be issued only to a person or entity holding a license from the state tax commissioner.~~

ii. ~~Any licensed issued hereunder will only authorize the licensee to sell distilled spirits produced on the premises by the licensee at on-sale or off-sale.~~

Samples of distilled spirits authorized: A license holder possessing such a license may provide their customers, free of charge, samples of distilled spirits produced on the premises provided that the size of such sample is no greater than one (1) fluid ounces and the total of all samples provided to a customer does not exceed three (3) fluid ounces. No other alcoholic beverages may be sampled on the premises. Hotel/Motel License

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~~P~~If the application is submitted within seven (7) days of the event, a nonrefundable seventy-five dollar (\$75.00) late fee will be added to the application fee.

~~S.~~ Applications received within twenty-four (24) hours of the event will not be considered. To be considered complete, applications must be made on the form provided by the city clerk, and include k, including but not limited to a and duration s; and

~~c.~~ A diagram or site map annotating the premise where the event will occur.

~~(6)~~ A permit issued under this section will only be issued for the duration of the occasion identified in the application. **Division 2. Application for License; Qualifications of Licensee.**

b|

Commented [CD54]: Should this be "fire inspector" of "fire marshal"?

Division 3. Regulation of Licensed Premises and Patrons.~~outside of the hours permitted by the State of North Dakota for the sale of alcoholic beverages. semi-nudityFemale breasts below a point immediately above the top of the areolapubic regions buttocks to include the anusHuman genitalsthe erotic touching of the human genitals and pubic regions, buttocks, anus, or female breasts.~~

Division 4. Termination, Revocation, and Suspension.

Division 35. Penalties.

~~f.~~ Sec. 5-5. Unlawful possession or use of alcoholic beverages.

~~(a)~~ Except as permitted in this section or by state law, no person under twenty-one (21) years of age shall manufacture or attempt to manufacture, purchase or attempt to purchase, consume or have recently consumed other than during a religious service, be under the influence of, be in possession of, or furnish money to any individual for the purchase of alcoholic beverages.

~~(b)~~ The elements of criminal scienter and the defenses to a charge under this section shall be as provided in state law with respect to the cognate offense established therein.

~~(c)~~ An individual who violates this section is guilty of an infraction.

~~(1)~~ For a violation of section 5-5, the court also may sentence a violator to an evidence-based alcohol and drug education program operated under the rules adopted by the department of human services under Section 50-06-44, N.D.C.C.

Commented [SS55]: Corbin/Nick – Do we think this sentence is important to keep in our ordinances? I'm thinking of just deleting it.

-
- ~~(2) For a second or subsequent violation of section 5-5, the court shall sentence a violator to an evidence-based alcohol and drug education program operated under the rules adopted by the department of human services under Section 50-06-44, N.D.C.C.~~
 - ~~(3) The court, under this section, may refer the individual to an outpatient addiction facility licensed by the department of health and human services for evaluation and appropriate counseling or treatment.~~
 - ~~(4) An individual under twenty-one (21) years of age is immune from criminal prosecution under this section if that individual contacted law enforcement or emergency medical services and reported that another individual under twenty-one (21) years of age was in need of medical assistance due to alcohol consumption, provided the assistance to the individual in need of medical assistance until assistance arrived and remained on the scene, or was the individual in need of medical assistance and cooperated with medical assistance and law enforcement personnel on the scene. The maximum number of individuals who may be immune for any one (1) occurrence is five (5) individuals.~~

~~Sec. 5-6. Persons under twenty-one not to enter upon licensed premises; exceptions.~~

- ~~(a) Except as otherwise provided in this chapter, or under state law, no person under the age of twenty-one (21) may enter any premises licensed for the sale of alcoholic beverages. An individual who violates this section is guilty of an infraction.~~
 - ~~(1) For a violation of subsection 5-6(a), the court may sentence a violator to an evidence-based alcohol and drug education program operated under the rules adopted by the department of human services under Section 50-06-44, N.D.C.C.~~
 - ~~(2) For a second or subsequent violation of section 5-6(a), the court shall sentence a violator to an evidence-based alcohol and drug education program operated under the rules adopted by the department of human services under Section 50-06-44, N.D.C.C.~~
 - ~~(3) The court, under this section, may refer the individual to an outpatient addiction facility licensed by the department of health and human services for evaluation and appropriate counseling or treatment.~~
 - ~~(4) An individual under twenty-one (21) years of age is immune from criminal prosecution under this section if that individual contacted law enforcement or emergency medical services and reported that another individual under twenty-one (21) years of age was in need of medical assistance due to alcohol consumption, provided the assistance to the individual in need of medical assistance until assistance arrived and remained on the scene, or was the individual in need of medical assistance and cooperated with medical assistance and law enforcement personnel on the scene. The maximum~~

number of individuals who may be immune for any one (1) occurrence is five (5) individuals.

~~(b) No person in charge of a licensed premises shall permit any person under the age of twenty-one (21) to enter upon or to remain upon licensed premises within his control, subject to the following exceptions and any other exception provided in state law:~~

- ~~(1) A person under the age of twenty-one (21) years of age may remain in a restaurant if the restaurant is separated from the designated area in which alcoholic beverages are opened or mixed and if gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area;~~
- ~~(2) A person under the age of twenty-one (21) years of age may remain in a restaurant if the person is employed by the restaurant as a food waiter, food waitress, busboy or busgirl under the direct supervision of an individual twenty-one (21) years of age or older, and does not engage in the sale, dispensing, delivery, or consumption of alcoholic beverages;~~
- ~~(3) A person who is eighteen (18) years of age or older but under the age of twenty-one (21) when employed by a restaurant licensed to sell alcoholic beverages to serve and collect money for alcoholic beverages, if the person is under the direct supervision of a person twenty-one (21) or more years of age, but such person may not be engaged in mixing, dispensing, or consuming alcoholic beverages;~~
- ~~(4) A person who is under twenty-one (21) years of age may enter and remain on the licensed premises if the individual is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering, or consuming alcoholic beverages;~~
- ~~(5) A person who is under twenty-one (21) years of age may enter and remain on the licensed premises if the individual is a law enforcement officer or other public official who enters the licensed premises in the performance of official duty;~~
- ~~(6) Notwithstanding any other ordinance or state statute to the contrary, a person under the age of twenty-one (21) cooperating with and under control of a law enforcement officer may enter a licensed premises for the purposes of a compliance check on whether the licensee is complying with the laws prohibiting the sale of alcoholic beverages to a person under twenty-one (21) years of age; and~~
- ~~(7) A person who is under twenty-one (21) years of age may attend an event where alcoholic beverages are sold in accordance with the conditions of an event permit issued pursuant to section 5-40.~~
- ~~(8) At the discretion of the owner of the licensed premises, an individual under twenty-one (21) years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the~~

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restaurant designated for the opening or mixing of alcoholic beverages if the individual:

- i. ~~Is accompanied by a parent or guardian;~~
- ii. ~~Is not seated at or within three feet [0.91 meters] of the bar counter; and~~
- iii. ~~Does not enter or remain in the designated area after 10:00 p.m.~~

(c) ~~The elements of criminal scienter and the defenses to a charge under this section shall be as provided in state law with respect to the cognate offenses established therein.~~

(d) ~~Nothing herein shall be construed to prohibit the consumption (as opposed to the sale) of alcoholic beverages in bowling centers under the following circumstances:~~

- (1) ~~The licensee owning or controlling the bowling center must approve to such consumption;~~
- (2) ~~There must be a designated area where beverages are purchased, served, and/or mixed and persons under twenty-one (21) years of age may not enter that designated area of the licensed premises;~~
- (3) ~~The designated area must be separated from the rest of the establishment by a permanent partition/barrier which is at least three (3) feet in height.~~
- (4) ~~Alcoholic beverages purchased within the designated area may be consumed in the bowling area and concourse adjacent to the bowling area.~~

(Ord. No. 5372, § 1; Ord. No. 5638, § 2)

Sec. 5-6.1. Misrepresentation of age.

~~No person shall misrepresent orally or in writing his own age or the age of any other person with the intent of causing another person to rely upon the misrepresentation, based on that reliance;~~

- (1) ~~To deliver an alcoholic beverage to a person who is less than twenty-one (21) years of age; or~~
- (2) ~~To allow a person who is less than twenty-one (21) years of age to enter or to remain on licensed premises under circumstances where it is unlawful for such person to do so.~~

~~Under this section, the person making the misrepresentation and the person sought to be benefitted by the misrepresentation may be but need not necessarily be one (1) and the same person.~~

(Ord. No. 5372, § 1)

Commented [SS56]: Moved up to Sec. 5-12. And I used the language in NDCC 5-01-08.1 and City of Williston's Sec. 3-22.

Corbin/Nick – let me know your thoughts on whether we should keep some of the existing ordinance language

~~Sec. 5-7. Solicitation of drinks.~~

~~No person shall loiter on any premises licensed under this chapter for the consumption or sale of alcoholic beverages with the purpose of soliciting other persons to purchase alcoholic beverages for the solicitor. No licensee shall allow the presence of any person on the licensed premises who solicits persons to purchase the solicitor an alcoholic beverage.~~

~~(Ord. No. 5372, § 1)~~

Commented [SS57]: Corbin/Nick – I have always felt like this may present free speech issues, do any other cities have this section? I don't see anything in state law prohibiting solicitation of drinks if you are of age. . .

~~Sec.~~ **Sec. 5-91. General Penalty for Violations of this Chapter**

~~In this chapter, if an act is prohibited, made unlawful, or is a violation of the provisions of this chapter and no specific penalty is provided therefore, any person upon conviction for the violation of any such provision of this chapter shall be punishable according to Section 1-8 of our City's ordinances, for such offense. In the construction and interpretation of this Division, the revocation of a license or permit shall not be considered as a recovery or penalty so as to bar any other penalty from being enforced. Additionally, if this general penalty is in conflict with any specific provision in this Chapter, the two must be construed, if possible, so that the effect may be given to both provisions, but if a conflict between this provision and another provision in this Chapter is irreconcilable, the more specific provision must prevail and must be construed as an exception to this general provision, unless this general provision is enacted later and it is the manifest intent of the Council that this general provision shall prevail.~~~~Sec. 5-18. Application.~~

~~No license may be issued under this chapter unless the applicant files a sworn application, accompanied by the required annual fee, showing the following qualifications and providing the following information:~~

~~(1) The type of license being applied for.~~

~~(2) The street address and legal description of the premises sought to be licensed accompanied by a clear and understandable floor plan of the premises to be licensed.~~

~~(3) The applicant, other than an organization, must be a legal resident of the United States and be a person of good moral character.~~

~~(4) If the applicant is:~~

~~a. A corporation, then:~~

~~1. The manager of the licensed premises and the officer and directors must be legal residents of the United States and persons of good moral character; and~~

~~2. The shareholders:~~

~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~

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~~ii. Which are organizations, must meet the requirements of this section for applicants that are organizations.~~

~~iii. Corporate applicants must first be properly registered with the secretary of state.~~

~~b. A limited liability company, then:~~

~~1. The manager of the licensed premises and the managers and governors must be legal residents of the United States and of good moral character.~~

~~2. The members:~~

~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~

~~ii. Which are organizations must meet the requirements of this section for applicants that are organizations.~~

~~iii. The applicant must first be properly registered with the secretary of state.~~

~~c. A limited partnership, then:~~

~~1. The manager of the licensed premises must be a legal resident of the United States and of good moral character.~~

~~2. The general partners and limited partners:~~

~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~

~~ii. Which are organizations, must meet the requirements of this section for applicants that are organizations.~~

~~iii. The applicant must first be properly registered with the secretary of state.~~

~~d. A general partnership, then:~~

~~1. The manager of the licensed premises must be a legal resident of the United States and of good moral character.~~

~~2. The partners:~~

~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~

~~ii. Which are organizations, must meet the requirements of this section for applicants that are organizations.~~

~~e. A limited liability partnership, then:~~

~~1. The manager of the licensed premises must be a legal resident of the United States and of good moral character.~~

~~2. The general partners and limited partners:~~

~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~

~~ii. Which are organizations, must meet the requirements of this section for applicants that are organizations.~~

~~iii. Limited liability partnership applicants must first be properly registered with the secretary of state.~~

~~(5) Any agreements or understandings to obtain an alcoholic beverage license for any other person, partnership, or corporation must be indicated on the application.~~

~~(6) Any other interest that the applicant may have, either directly or indirectly, in any other liquor establishment in or out of the state must be indicated upon the sworn application.~~

~~(7) If applicant is buying an existing business, application must include a copy of purchase agreement.~~

~~(8) If applicant is leasing an existing business, application must include a copy of lease agreement.~~

~~(9) The city may require the applicant to set forth such other information in the application as necessary to enable it to determine if a license should be granted.~~

~~(10) Applicants shall not be delinquent in payments of lodging taxes under Chapter 28½ of the Minot Municipal Code. Applicants shall provide documentation evidencing that all lodging taxes owed are current.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-18.1. Disqualifying circumstances.~~

~~The circumstances described hereafter disqualify an applicant for a license under this chapter:~~

~~(1) The applicant or manager must not have been convicted of an offense determined by the attorney general to have a direct bearing upon an applicant's or manager's ability to serve the public as an alcoholic beverage retailer; or, following conviction of any offense, is determined not to be sufficiently rehabilitated under Section 12.1-33-02.1, N.D.C.C.~~

~~(2) The applicant may not have any financial interest in any wholesale alcoholic beverage business.~~

~~(Ord. No. 5372, § 1)~~

~~5-8. Licensee to close at certain times.~~

~~(a) No one shall dispense or permit the consumption of alcoholic beverages on a licensed premises between 2:00 a.m. and 8:00 a.m., on Christmas Day, or after 6:00 p.m. on Christmas Eve, or after 2:00 a.m. on Easter Day. In addition, a person may not provide off sale after 2:00 a.m. on Thanksgiving Day or between 2:00 a.m. and 8:00 a.m. on Sundays.~~

~~(b) During such time of each day when, pursuant to subsection (a), the sale or consumption of alcoholic beverages is not allowed on licensed premises, it shall be unlawful for any person to enter upon or to remain on licensed premises, except for:~~

~~(1) The licensee;~~

Commented [SS58]: Aligns with NDCC 5-02-05:
Dispensing Prohibited on certain days – Penalty.

~~(2) — Employees of the licensee and employees of a permitted gaming operation on the licensed premises while they are actively carrying on their duties with regard to the licensed business or gaming operation;~~

~~(3) — A bona fide independent contractor who has entered into a contract with the licensee to perform work on the licensed premises, while actively performing such contract; and~~

~~(4) — Persons who are on the licensed premises pursuant to a special permit issued by the city council (which permit may contain such limitations and conditions as the council deems appropriate to impose).~~

~~(Ord. No. 5372, § 1; Ord. No. 5427, § 1; Ord. No. 5638, § 3)~~

~~Sec. 5-9. Wine tasting permitted.~~

~~A licensed off-sale retailer may permit the sampling of wine upon the licensed premises.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-10. Retail delivery prohibited; exception.~~

~~It shall be unlawful for any licensed taxicab driver to make, or assist in the making of any deliveries of alcoholic beverages outside of a place of business licensed pursuant to this chapter, except when accompanied by the purchaser. Any licensed retailer, using a vehicle marked as prescribed in this section, may make deliveries of alcoholic beverages or beer. Such deliveries shall not be made during the last thirty (30) minutes the licensee is legally open for business. Any vehicle so used for making such deliveries shall have the name of the licensee painted or attached in contrasting color on the side of such delivery vehicle. Such letters shall not be less than two (2) inches high and of corresponding proportionate width. The retail licensee shall secure a receipt from the purchaser in accordance with the form prescribed by the police department. Such receipt will show:~~

~~(1) The name of the licensee making the sale.~~

~~(2) The name and age of the purchaser.~~

~~(3) The name and age of the person making the delivery.~~

~~(4) The date of the delivery and the quantity delivered.~~

~~(5) The signature of the recipient of the beverage so sold and delivered.~~

~~It shall be the responsibility of the retail licensee to retain the above prescribed form and such receipts retained shall be open to inspection by the police department. The retail licensee shall be fully responsible for any and all deliveries made by and for the licensee.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-11. Clubs and lodges prohibited from making off-sales, and from making deliveries of alcoholic beverages.~~

~~It shall be unlawful for any nationally organized or recognized fraternal order or club or any nationally organized and recognized servicemen's or veterans' organization holding a license from the city to sell any alcoholic beverage for off-sale purposes or, except as allowed pursuant to section 5-40(2) by way of a temporary permit, to make, or aid in the delivery of any alcoholic beverages outside its licensed premises.~~

~~(Ord. No. 5372, § 1)~~

Sec. 5-12. Mandatory alcohol server training.

~~(a) No person shall work in any premises licensed under this chapter for the sale of alcoholic beverages, whether on- or off-sale, as a manager, bartender, waiter, waitress, or in any other capacity where such person may sell, serve or deliver alcoholic beverages in or from premises licensed under this chapter or whose job description entails the checking of identification for the purchase of alcoholic beverages or admittance into the licensed premises unless such person has successfully completed server training presented by the First District Health Unit or by a trainer approved by the First District Health Unit, and has obtained a certificate of training within 90 days of beginning work at said licensed premise.~~

~~(b) All certificates of training issued under this chapter shall be valid for three (3) years from the date of issuance. The certificate of training may be renewed by its holder prior to its expiration as provided herein.~~

~~(c) All persons licensed under Article II for the sale of alcoholic beverages, whether on- or off-sale, shall require all employees engaged in the sale, service, delivery, or management of the sale or service of alcoholic beverages, or the checking of identification for the purchase of alcoholic beverages or admittance into the licensed premise to possess certification required hereunder within 90 days of beginning work at said licensed premise.~~

~~(d) Each licensee under Article II shall maintain on file at its licensed premises a listing of each person employed by the licensee, identifying all employees required to obtain training under this article, date of hire for such employees, and proof of a current certificate of server training that was presented or approved by the First District Health Unit for such employee.~~

~~(e) Application for server testing shall be submitted to the First District Health Unit, or approved trainer, upon forms provided by the First District Health Unit or approved trainer and such application shall be verified under oath and shall contain such information as determined by the First District Health Unit to be reasonably required for the purposes of determining competency and eligibility.~~

~~(f) All training programs and instructors must be approved by the First District Health Unit.~~

~~(g) All training programs shall minimally include the following topics:~~

Commented [CD59]: See [Grand Forks Municipal Code No. 21-0235](#).

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- ~~(1) Reducing accessibility of alcohol to minors.~~
- ~~(2) Over-consumption/over-serving of alcohol.~~
- ~~(3) Server liability.~~
- ~~(4) Drunk driving.~~

- ~~(h) The First District Health Unit may authorize and approve a person or entity for the administration of any test or training program required hereunder.~~
- ~~(i) Any person having completed the approved training must attain a minimum score of seventy-five (75) percent on a test administered by, under the direction of, or approved by the First District Health Unit in order to successfully complete the training and obtain or renew a certificate.~~
- ~~(j) Each person successfully completing the training and test will be issued a certificate by the First District Health Unit, or approved trainer, establishing the date of successful completion of training.~~
- ~~(k) Each certificate shall expire three years from the date of issuance.~~
- ~~(l) The First District Health Unit and the City of Minot Police Department shall both have the authority to conduct compliance checks to ensure licensee are following subsection 5-12 (a) and (c).~~

~~Sec. 5-13. Penalty for failure to complete mandatory alcohol server training.~~

~~Any licensee who employs a person in violation of subsection(s) 5-12 (a) or (c) shall be subject to a fine as follows:~~

~~A fine of fifty dollars (\$50.00) for a first violation;~~

~~A fine of one hundred dollars (\$100.00) for a second violation within one year of the first violation;~~

~~A fine of two hundred dollars (\$200.00) for each violation within one year of the second violation;~~

~~Any imposed fine shall be paid to the City of Minot.~~

Commented [CD60]: Are we ok with both PD and First District conducting compliance checks?

Commented [CD61]: See [Grand Forks Municipal Code No. 21-0236](#).

Commented [CD62]: Who do we want to impose the fines?
Will they be paid through PD or Finance?

~~Secs. 5-12—5-14. Reserved.~~

ARTICLE II. LICENSES

(Supp. No. 118)

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~~Sec. 5-15. License required; exception.~~

- ~~(a) No person shall engage in the sale of alcoholic beverages at retail within the city without first obtaining a license therefore.~~
- ~~(b) The license shall allow the sale (and consumption, when applicable health code requirements are met) of alcoholic beverages only on the premises to which the license specifically relates (unless special permission to do otherwise is obtained as provided for elsewhere in the chapter).~~
- ~~(c) No licensee shall be permitted to hold more than one (1) license under this article per premises unless it is specifically authorized in this chapter.~~
- ~~(d) No license shall be required for a domestic winery owner or operator having a license from the state tax commissioner allowing the production of wine and only being present within the city to utilize special event permits issued by the state tax commissioner under Section 5-01-17, N.D.C.C., provided that the owner or operator presents the state tax commissioner permit to the city clerk and obtains a permit for each event from the city clerk in accordance with the procedure set forth in section 5-40 of the Code of Ordinances.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-16. Classes of licenses; license fees; license restrictions; limitation on number of licenses.~~

~~(1) Retail beer.~~

- ~~a. A retail beer license shall be for the on-sale and/or off-sale of beer.~~
- ~~b. Fee. The fee for a retail beer license shall be six hundred twenty-five dollars (\$625.00) per year.~~
- ~~c. A holder of a retail beer license on or before June 1, 1973 shall not convey nor transfer that license and submit application for another license in one (1) of the two (2) newly designated classes of licenses.~~

~~(2) Retail liquor.~~

- ~~a. A retail liquor license shall be for the on-sale and/or off-sale of liquor, beer, and wine.~~
- ~~b. Fee. The fee for a retail liquor license shall be three thousand one hundred twenty-five dollars (\$3,125.00) per year.~~
- ~~c. A holder of a retail liquor license on or before June 1, 1973 shall not convey nor transfer that license and submit application for another license in one (1) of the two (2) newly designated classes of licenses.~~
- ~~d. Limitation on number of licenses. The total number of retail liquor licenses in force in any one (1) year shall not exceed one (1) for each one thousand five hundred (1,500) persons, or major fraction thereof, of the total~~

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population of the city. The city council may issue such additional licenses as it deems warranted by the change in population. Before the official 2020 United States Census, this population of the city shall be determined by the most recent official federal, regular, or special census. After the official 2020 United States Census, this population of the city shall be determined by the most recent official federal, regular, or special census or by the annual official United States Census Bureau population estimate.

~~(3) Retail beer and wine.~~

- ~~a. A retail beer and wine license shall be for the on-sale and/or off-sale of beer and/or wine.~~
- ~~b. Fee. The fee for a retail beer and wine license shall be nine hundred fifty dollars (\$950.00).~~

~~(4) Specialty restaurant wine sale.~~

- ~~a. A specialty restaurant wine sale license shall be for the sale of wine to be consumed on the licensed premises in conjunction with the sale of restaurant food.~~
- ~~b. Fee. The fee for a specialty restaurant wine sale license shall be three hundred twenty-five dollars (\$325.00) per year.~~
- ~~c. Restrictions.~~
 - ~~1. A specialty restaurant wine sale licensee is not permitted to sell wine for removal from the licensed premises, except as allowed pursuant to Section 5-02-13, N.D.C.C.~~
 - ~~2. A specialty restaurant wine sale licensee shall not serve or allow to be consumed any other alcoholic beverage on the licensed premises except beer as authorized under subsection (5)c.1.~~

~~(5) Specialty restaurant beer sale.~~

- ~~a. A specialty restaurant beer sale license shall be for the sale of beer to be consumed on the licensed premises in conjunction with the sale of restaurant food.~~
- ~~b. Fee. The fee for a specialty restaurant beer sale license shall be six hundred twenty-five dollars (\$625.00) per year.~~
- ~~c. Restrictions.~~
 - ~~1. A specialty restaurant beer sale licensee is permitted to sell wine only if a separate specialty restaurant wine sale license is obtained for an additional three hundred twenty-five dollars (\$325.00) per year.~~

~~(6) Supper club.~~

- ~~a. A supper club license shall be for the on-sale of liquor, beer, and wine at an establishment defined as a supper club under section 5-1(17) of this Code.~~

b. ~~Fee. The fee for a supper club license shall be three thousand one hundred twenty-five dollars (\$3,125.00) per year.~~

c. ~~Restrictions.~~

- ~~1. A supper club licensee shall have, on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages which are consumed in the dining area;~~
- ~~2. A supper club licensee shall not sell or deliver alcoholic beverages for consumption off the licensed premises, except as allowed pursuant to Section 5-02-13, N.D.C.C. and section 5-40(2) by way of a temporary permit;~~
- ~~3. A supper club licensee shall not create or maintain a distinctive portion of the licensed premises where for the most part only alcoholic beverages and snack items are served to and consumed by the patrons of the supper club;~~
- ~~4. A supper club licensee shall not give away an alcoholic beverage if as a precondition to such gift it is necessary for the donee or any other person to purchase an alcoholic beverage other than the one (1) being given away; and~~
- ~~5. A supper club licensee shall discontinue the sale and consumption of alcoholic beverages on the licensed premises within one (1) hour of the time the full kitchen is not in operation. During all other hours of the supper club, the full kitchen shall remain in operation for continuous food service.~~

d. ~~Verification of compliance requirement.~~

- ~~1. To verify that the licensee meets the requirement of section 5-16(6)c.1., a supper club licensee shall file with the application for license renewal a statement by a certified public accountant indicating that he or she has examined and tested the books and records of the licensee and that licensee's food sales and alcoholic beverage sales for the previous year meet the requirements of section 5-16(6)c.1. At the option of the licensee, in lieu of a certified public accountant's statement, licensee may furnish to the city clerk a certified copy of the licensee's sales tax returns for the most recent twelve-month period prior to renewal.~~
- ~~2. The city council may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the city council deems necessary.~~
- ~~3. The city council may also, in its discretion, conduct an independent investigation of the sales ratio of food to alcoholic beverages and for such purpose, the licensee agrees to allow inspection of its business records.~~

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- e. ~~Limitation on number of licenses. There shall be no restriction on the number of supper club licenses.~~

~~(7) Winery.~~

- a. ~~A winery license shall be for the on-sale and/or off-sale of wine produced by the winery on the licensed premises, in retail lots, and not for resale, in total quantities not to exceed twenty-five thousand (25,000) gallons in a calendar year. The sale of wine must occur on the licensed premises.~~
- b. ~~Fee. The fee for a winery license shall be three hundred twenty-five dollars (\$325.00).~~
- c. ~~Restrictions.~~
- ~~1. A winery licensee must hold a license from the state tax commissioner allowing for the production of wine on the licensed premises.~~
 - ~~2. A winery licensee may offer complimentary samples of wine produced on the licensed premises provided that the size of each sample does not exceed two (2) fluid ounces per customer.~~
 - ~~3. A winery licensee may obtain and utilize special event permits issued by the state tax commissioner.~~

~~(8) Hotel.~~

- a. ~~A hotel license shall be for the on-sale of liquor in a hotel in the city containing one hundred (100) or more rooms. A hotel license does not permit off-sale of alcoholic beverages, except to registered guests thereof.~~
- ~~1. The one hundred (100) rooms requirement may be attained when two (2) or more separate buildings, each constituting a hotel, are located on one (1) parcel of real property described in one (1) legal description, or on separate parcels of real property which are immediately adjacent and contiguous to each other and where said parcels are owned by the same individual or organizational licensee pursuant to section 5-18, and the total number of rooms in the separate buildings does, in fact, accumulatively meet or exceed the minimum one-hundred-room requirement for issuance of a license under this section; if a license is attained under either of the latter exceptions, the license shall authorize the carrying on of activity pursuant to its authority only with regard to licensed premises at one (1) particular location in one (1) particular building.~~
- b. ~~Fee. The fee for a hotel license shall be two thousand five hundred dollars (\$2,500.00) per year.~~
- c. ~~Restrictions.~~
- ~~1. A hotel licensee is not permitted to sell beer and/or wine without obtaining a separate license for six hundred twenty-five dollars (\$625.00).~~

~~(9) Motel.~~

- ~~a. A motel license shall be for the on-sale of liquor in a motel in the city containing no less than fifty (50) units, and containing an operating restaurant as an integral part thereof which is larger in area than any part (or those parts cumulatively, if there is more than one (1) part) of the motel used solely for the consumption of alcoholic beverages, and which restaurant operates at least as many hours per day as does the alcoholic beverage service of the motel. A motel license does not permit off-sale of alcoholic beverages, except to registered guests thereof.~~
- ~~b. Fee. The fee for a motel license shall be two thousand five hundred dollars (\$2,500.00) per year.~~
- ~~c. Restrictions.~~
 - ~~1. A motel licensee is not permitted to sell beer and/or wine without obtaining a separate license for six hundred twenty-five dollars (\$625.00).~~

~~(10) Fraternal order or club.~~

- ~~a. Fraternal order or club retail beer license.~~
 - ~~1. A fraternal order or club retail beer license shall be for the on-sale of beer at any nationally organized and recognized fraternal order or club that was in existence at the time of the adoption of the North Dakota Liquor Control Act.~~
 - ~~2. Fee. The fee for a fraternal order or club retail beer license shall be five hundred dollars (\$500.00) per year.~~
 - ~~3. Restrictions.~~
 - ~~i. A fraternal order or club licensee shall not sell any alcoholic beverage for off-sale purposes, except as allowed pursuant to section 5-40 of this Code.~~
 - ~~4. Limitations on licenses. There is no limitation on the number of fraternal order or club retail beer licenses to be issued, nor should a license issued under this subsection go toward the number of permitted retail beer licenses permitted under subsection (1)d.~~
- ~~b. Fraternal order or club retail liquor license.~~
 - ~~1. A fraternal order or club retail liquor license shall be for the on-sale of liquor at a nationally organized and recognized fraternal order or club that was in existence at the time of the adoption of the North Dakota Liquor Control Act.~~
 - ~~2. Fee. The fee for a fraternal order or club retail liquor license shall be two thousand dollars (\$2,000.00) per year.~~
 - ~~3. Restrictions.~~

~~i. A fraternal order or club retail liquor licensee shall not sell any alcoholic beverage for off-sale purposes, except as allowed pursuant to section 5-40 of this Code.~~

~~ii. A fraternal order or club retail liquor licensee shall not sell beer without obtaining a fraternal order or club retail beer license.~~

~~4. Limitations on licenses. There is no limitation on the number of fraternal order or club retail liquor licenses to be issued, nor should a license issued under this subsection go toward the number of permitted retail liquor licenses permitted under subsection (2)e.~~

~~(11) Serviceman's or veteran's organization.~~

~~a. Serviceman's or veteran's organization retail beer license.~~

~~1. A serviceman's or veteran's organization retail beer license shall be for the on-sale of beer at a nationally organized and recognized serviceman's or veteran's organization which is under the control and supervision of a national organization and officers.~~

~~2. Fee. The fee for a serviceman's or veteran's organization retail beer license shall be five hundred dollars (\$500.00) per year.~~

~~3. Restrictions.~~

~~i. A serviceman's or veteran's organization licensee shall not sell any alcoholic beverage for off-sale purposes, except as allowed pursuant to section 5-40 of this Code.~~

~~4. Limitations on licenses. There is no limitation on the number of serviceman's or veteran's organization retail beer licenses to be issued, nor should a license issued under this subsection go toward the number of permitted retail beer licenses permitted under subsection (1)d.~~

~~b. Serviceman's or veteran's organization retail liquor license.~~

~~1. A serviceman's or veteran's organization retail liquor license shall be for the on-sale of liquor at a nationally organized and recognized serviceman's or veteran's organization which is under the control and supervision of a national organization and officers.~~

~~2. Fee. The fee for a serviceman's or veteran's organization retail liquor license shall be two thousand dollars (\$2,000.00) per year.~~

~~3. Restrictions.~~

~~i. A serviceman's or veteran's organization retail liquor licensee shall not sell any alcoholic beverage for off-sale purposes, except as allowed pursuant to section 5-40 of this Code.~~

~~ii. A serviceman's or veteran's organization retail liquor licensee shall not sell beer without obtaining a serviceman's or veteran's organization retail beer license.~~

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4. ~~Limitations on licenses. There is no limitation on the number of serviceman's or veteran's organization retail liquor licenses to be issued, nor should a license issued under this subsection go toward the number of permitted retail liquor licenses permitted under subsection (2)e.~~

~~(12) MAYSA.~~

- a. ~~The MAYSA license is a restricted license to any person or corporation authorized by the Minot Park District board of commissioners for the sale of beer and/or wine at the MAYSA Arena.~~
- b. ~~Fee. The fee for the MAYSA license is nine hundred forty-seven dollars and fifty cents (\$947.50) per year.~~
- c. ~~Restrictions.~~
1. ~~The MAYSA license is not transferrable, and, in the event the operator shall cease to do business, any license issued under this section shall promptly terminate and the license shall revert to the city as an unissued license to be held by the city and available for any subsequent operator of the MAYSA Arena.~~
 2. ~~The sale and consumption of beer and/or wine shall be limited to a room at the MAYSA Arena designated by the Minot Park District board of commissioners and MAYSA Arena management.~~
 3. ~~The Minot Park District board of commissioners, by special permission, may allow the sale and consumption of beer and/or wine in the confines of the facility.~~
 4. ~~No beer and/or wine products shall be advertised on the licensed premises by means of an exterior display or sign or by means of an illuminated display sign.~~
 5. ~~No off-sale of alcoholic beverages is permitted.~~

~~(13) Airport terminal restaurant.~~

- a. ~~The airport terminal restaurant license is for the on-sale of liquor, beer, and wine for the operator of any restaurant located in the terminal building of the Minot International Airport.~~
- b. ~~Fee. The fee for the airport terminal restaurant license shall be three thousand one hundred twenty-five dollars (\$3,125.00) per year.~~
- c. ~~Premises. A recipient of the airport terminal restaurant license shall be allowed to serve alcoholic beverages only in the area identified as the restaurant within the Minot International Airport.~~
- d. ~~Restrictions.~~
1. ~~An airport terminal restaurant licensee shall operate a restaurant on the licensee's premises and shall have, on an annual basis, gross sales of~~

food that are at least equal to gross sales of alcoholic beverages which are consumed in the dining area.

2. ~~The airport terminal restaurant license is not transferrable and, in the event the operator of the restaurant shall cease to do business at the Minot International Airport, any license issued under this section shall promptly terminate and the license shall revert to the city as an unissued license to be held by the city and available for any subsequent restaurant operator who may lease the restaurant located in the terminal building of the Minot International Airport.~~

e. ~~Verification of compliance requirement.~~

1. ~~To verify that the licensee meets the requirement of subsection (13)d.1., an airport terminal restaurant licensee shall file with the application for license renewal a statement by a certified public accountant indicating that he or she has examined and tested the books and records of the licensee and that the licensee's food sales and alcoholic beverage sales for the previous year meet the requirements of subsection (13)d.1. At the option of the licensee, in lieu of a certified public accountant's statement, licensee may furnish to the city clerk a certified copy of the licensee's sales tax returns for the most recent twelve-month period prior to renewal.~~
2. ~~The city council may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the city council deems necessary.~~
3. ~~The city council may also, in its discretion, conduct an independent investigation of the sales ratio of food to alcoholic beverages and for such purpose, the licensee agrees to allow inspection of its business records.~~

(14) ~~Souris Valley Golf Course.~~

- a. ~~The Souris Valley Golf Course license is a restricted license to any person or corporation authorized by the Minot Park District board of commissioners for the sale of beer and/or wine at the Souris Valley Golf Course.~~
- b. ~~Fee. The fee for the Souris Valley Golf Course license is nine hundred forty-seven dollars and fifty cents (\$947.50) per year.~~
- c. ~~Restrictions.~~
 1. ~~The Souris Valley Golf Course license is not transferrable, and, in the event the operator shall cease to do business, any license issued under this section shall promptly terminate and the license shall revert to the city as an unissued license to be held by the city and available for any subsequent operator of the Souris Valley Golf Course.~~
 2. ~~The sale and consumption of beer and/or wine shall be limited to the main floor and porch of the structure on Souris Valley Golf Course~~

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generally known as the "Men's and Women's Clubhouse," the "Pro Shop," and/or the "19th Hole."

3. ~~The Minot Park District board of commissioners, by special permission, may allow the sale and consumption of beer and/or wine elsewhere on the golf course under such terms and conditions as they establish in the grant of permission.~~
4. ~~No beer and/or wine products shall be advertised on the licensed premises by means of an exterior display or sign or by means of an illuminated display sign.~~
5. ~~No off-sale of alcoholic beverages is permitted.~~

~~(15) North Dakota National Guard.~~

- a. ~~The North Dakota National Guard license is a special license for the sale and consumption of alcoholic beverages for only five (5) hours per month, with the hours to be specifically determined in advance by the local commander of the National Guard, at the armory ("licensed premises"), which is permanently leased to the North Dakota National Guard.~~
- b. ~~Fee. The fee for the North Dakota National Guard license is twenty-five dollars (\$25.00) per year.~~
- c. ~~Restrictions.~~
 1. ~~Only members of the North Dakota National Guard, members of their immediate family, and guests invited by members of the North Dakota National Guard shall be permitted to purchase and consume alcoholic beverages upon the licensed premises.~~
 2. ~~No alcoholic beverages may be sold off-base.~~
 3. ~~The licensee shall observe all restrictions binding upon other licensees such as, for example, the restrictions with respect to closing hours, the delivery of alcoholic beverages to persons under twenty-one (21) years of age and the entry of persons under twenty-one (21) years of age upon licensed premises.~~

~~(16) Private golf course.~~

- a. ~~The private golf course license shall be for the on-sale of liquor, beer, and wine by an operator of the food and beverage concession at a private golf course.~~
- b. ~~Fee. The fee for a private golf course license shall be three thousand one hundred twenty-five dollars (\$3,125.00) per year.~~
- c. ~~Premises. A recipient of a private golf course license shall be allowed to serve alcoholic beverages only in areas which are specifically identified as the licensee's licensed premises. This shall not include the parking lot or the golf course itself, except as permitted in subsection (16)c.1.~~

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1. ~~The private golf course licensed premises shall extend to allow service of alcoholic beverages on the golf course itself from one (1) location or one (1) mobile cart for a nine-hole golf course or from two (2) locations or two (2) mobile carts for an eighteen-hole golf course. No additional license is required for the sale of alcoholic beverages from a location or cart permitted under this provision.~~

d. ~~Restrictions.~~

1. ~~A private golf course licensee shall operate a restaurant on the licensee's licensed premises and shall have, on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages which are consumed in the dining area;~~
2. ~~The private golf course license is not transferrable and may be held only by the operator of the private golf course concession and shall terminate with the termination of the contract or lease of the concession;~~
3. ~~A private golf course licensee shall not sell or deliver alcoholic beverages for consumption off the licensed premises, except as allowed pursuant to Section 5-02-13, N.D.C.C. and section 5-40(2) by way of a temporary permit;~~
4. ~~A private golf course licensee shall not create or maintain a distinctive portion of the licensed premises where for the most part only alcoholic beverages and snack items are served to and consumed by the patrons of the private golf course, other than the specific locations or carts on the golf course pursuant to subsection (16)c.1.;~~
5. ~~A private golf course licensee shall not sell the same alcoholic beverage or unit or measure of alcoholic beverage at differing prices during the course of any one (1) day; and~~
6. ~~A private golf course licensee shall not give away an alcoholic beverage if as a precondition to such gift it is necessary for the donee or any other person to purchase an alcoholic beverage other than the one (1) being given away.~~

e. ~~Verification of compliance requirement.~~

1. ~~To verify that the licensee meets the requirement of subsection (16)d.1., a private golf course licensee shall file with the application for license renewal a statement by a certified public accountant indicating that he or she has examined and tested the books and records of the licensee and that the licensee's food sales and alcoholic beverage sales for the previous year meet the requirements of subsection (16)d.1. At the option of the licensee, in lieu of a certified public accountant's statement, licensee may furnish to the city clerk a certified copy of the licensee's sales tax returns for the most recent 12-month period prior to renewal.~~

~~2. The city council may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the city council deems necessary.~~

~~3. The city council may also, in its discretion, conduct an independent investigation of the sales ratio of food to alcoholic beverages and for such purpose, the licensee agrees to allow inspection of its business records.~~

~~f. Limitation on number of licenses. There shall be no restriction on the number of private golf course licenses.~~

~~(17) Minot State University (MSU).~~

~~a. The MSU license shall be for the on-sale of liquor, beer, and wine by the person or entity holding a concessions contract at MSU.~~

~~b. Fee. The fee for the MSU license shall be three thousand one hundred twenty-five dollars (\$3,125.00) per year.~~

~~c. Premises. A recipient of the MSU license shall be allowed to serve alcoholic beverages only in areas which are specifically identified as the licensee's licensed premises. Those areas shall be limited to Herb Parker Stadium and the MSU Dome. One (1) license shall cover both locations described in the previous sentence.~~

~~d. Restrictions.~~

~~1. The MSU license is not transferrable and may be held only by the operator of the MSU concession and shall terminate with the termination of the contract or lease of the concession;~~

~~2. An MSU licensee shall limit the sale and consumption of alcoholic beverages on the licensed premises to events authorized by MSU's president;~~

~~3. An MSU licensee shall not sell or deliver alcoholic beverages for consumption off the licensed premises;~~

~~4. An MSU licensee shall not sell alcoholic beverages after the completion of any event being held at either the Herb Parker Stadium or MSU Dome;~~

~~5. An MSU licensee shall ensure that alcoholic beverages are sold and dispensed by a person legally employed by the licensee or an authorized agent of the licensee; and~~

~~6. An MSU licensee shall provide, upon request from the city council, special measures which have been or will be implemented, generally or for a particular event, to control or restrict the consumption of alcoholic beverages.~~

~~e. Limitation on number of licenses. The city council may issue one (1) MSU license.~~

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(18) ~~Movie theater.~~

- ~~a. The movie theater license shall be for the on-sale of liquor, beer, and wine by the licensee at a movie theater.~~
- ~~b. Fee. The fee for a movie theater license shall be three thousand one hundred twenty-five dollars (\$3,125.00) per year.~~
- ~~c. Premises. A recipient of a movie theater license shall be allowed to serve alcoholic beverages in areas which are specifically identified as the licensee's licensed premises and as permitted by the State of North Dakota retail alcoholic beverage license. The licensed premises for a movie theater license shall include a designated alcohol service area.~~
- ~~d. Restrictions.~~
 - ~~1. A movie theater licensee shall operate a restaurant on the licensee's licensed premises and shall have, on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages which are consumed on the licensed premises;~~
 - ~~2. A movie theater licensee shall not sell or deliver alcoholic beverages for consumption off the licensed premises, except as allowed pursuant to Section 5-02-13, N.D.C.C. and section 5-40 by way of a temporary permit;~~
 - ~~3. A movie theater licensee shall not create or maintain a distinctive portion of the licensed premises where for the most part only alcoholic beverages and snack items are served to and consumed by the patrons of the movie theater;~~
 - ~~4. A movie theater licensee shall not give away an alcoholic beverage if as a precondition to such gift it is necessary for the donee or any other person to purchase an alcoholic beverage other than the one (1) being given away;~~
 - ~~5. The purpose of a movie theater license is to allow for the sale of alcoholic beverages as an adjunct to the operation of the movie theater and not that of operating a full-time liquor establishment. The purchase of a movie theater admission ticket is required for the purchase of an alcoholic beverage;~~
 - ~~6. A movie theater licensee shall not serve or deliver more than one (1) alcoholic beverage to a customer at one (1) time; and~~
 - ~~7. A movie theater licensee shall only sell or allow consumption of alcoholic beverages on the licensed premises in compliance with section 5-8 and shall be additionally limited as set forth herein:~~
 - ~~i. A movie theater licensee may not sell alcoholic beverages more than ninety (90) minutes prior to a scheduled movie screening and must immediately cease selling alcoholic beverages at the conclusion of~~

the last movie screening and remove all attendees from the licensed premises.

e. ~~Verification of compliance requirement.~~

- ~~1. To verify that the licensee meets the requirement of subsection (18)d.1., a movie theater licensee shall file with the application for license renewal a statement by a certified public accountant indicating that he or she has examined and tested the books and records of the licensee and that the licensee's food sales and alcoholic beverage sales for the previous year meet the requirements of subsection (18)d.1. At the option of the licensee, in lieu of a certified public accountant's statement, licensee may furnish to the city clerk a certified copy of the licensee's sales tax returns for the most recent twelve-month period prior to renewal.~~
- ~~2. The city council may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the city council deems necessary.~~
- ~~3. The city council may also, in its discretion, conduct an independent investigation of the sales ratio of food to alcoholic beverages and for such purpose, the licensee agrees to allow inspection of its business records.~~

f. ~~Limitation on number of licenses. There shall be no restriction on the number of movie theater licenses. (20) Off-Sale alcoholic beverages license.~~

a. ~~The Minot City Council may issue an unlimited number of off-sale beverage licenses to permit the sale of alcoholic beverages off-sale.~~

- ~~1. A license holder possessing such a license may, in addition to off-sales of liquor, wine, and beer, be permitted to provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same so long as each sample does not exceed one (1) ounce in volume per customer.~~

(Ord. No. 5372, § 1; Ord. No. 5525, § 2)

Sec. 5-17. Additional requirements for restaurants serving individuals under twenty-one.

(a) ~~If any licensee's premises includes a restaurant and the licensee allows persons under twenty-one (21) to enter the licensed premises, the licensee must comply with the following restrictions:~~

- ~~(1) The restaurant shall be separated from the designated area in which alcoholic beverages are opened or mixed; and~~

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~~(2) Gross sales of food shall be at least equal to gross sales of alcoholic beverages which are consumed in the dining area. To verify this provision, a licensee operating a restaurant in which individuals under twenty-one (21) years of age remain, shall file with the application for license renewal a statement by a certified public accountant indicating that he or she has examined and tested the books and records of the licensee and that the licensee's previous year's gross sales from the sale of food are equal to or exceed the gross sales from the sale of alcoholic beverages in the dining room. At the option of the licensee, in lieu of a certified public accountant's statement, licensee may furnish to the city clerk a certified copy of the licensee's sales tax returns for the most recent twelve-month period prior to renewal. The city council may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the city council deems necessary. The city council may also, in its discretion, conduct an independent investigation of the sales ratio of food to alcoholic beverages and for such purpose, the licensee agrees to allow inspection of its business records.~~

~~(b) In the event that any licensee for a licensed premises which includes a restaurant does not comply with the restrictions in subsection (a), the licensee shall suspend persons under the age of twenty-one (21) from entering the establishment.~~

~~(Ord. No. 5372, § 1; Ord. No. 5638, § 4)~~

~~Sec. 5-18. Application.~~

~~No license may be issued under this chapter unless the applicant files a sworn application, accompanied by the required annual fee, showing the following qualifications and providing the following information:~~

- ~~(1) The type of license being applied for.~~
- ~~(2) The street address and legal description of the premises sought to be licensed accompanied by a clear and understandable floor plan of the premises to be licensed.~~
- ~~(3) The applicant, other than an organization, must be a legal resident of the United States and be a person of good moral character.~~
- ~~(4) If the applicant is:~~
 - ~~a. A corporation, then:~~
 - ~~1. The manager of the licensed premises and the officer and directors must be legal residents of the United States and persons of good moral character; and~~
 - ~~2. The shareholders:~~
 - ~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~

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- ~~ii. Which are organizations, must meet the requirements of this section for applicants that are organizations.~~
 - ~~iii. Corporate applicants must first be properly registered with the secretary of state.~~
 - ~~b. A limited liability company, then:~~
 - ~~1. The manager of the licensed premises and the managers and governors must be legal residents of the United States and of good moral character.~~
 - ~~2. The members:~~
 - ~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~
 - ~~ii. Which are organizations must meet the requirements of this section for applicants that are organizations.~~
 - ~~iii. The applicant must first be properly registered with the secretary of state.~~
 - ~~c. A limited partnership, then:~~
 - ~~1. The manager of the licensed premises must be a legal resident of the United States and of good moral character.~~
 - ~~2. The general partners and limited partners:~~
 - ~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~
 - ~~ii. Which are organizations, must meet the requirements of this section for applicants that are organizations.~~
 - ~~iii. The applicant must first be properly registered with the secretary of state.~~
 - ~~d. A general partnership, then:~~
 - ~~1. The manager of the licensed premises must be a legal resident of the United States and of good moral character.~~
 - ~~2. The partners:~~
 - ~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~
 - ~~ii. Which are organizations, must meet the requirements of this section for applicants that are organizations.~~
 - ~~e. A limited liability partnership, then:~~
 - ~~1. The manager of the licensed premises must be a legal resident of the United States and of good moral character.~~
 - ~~2. The general partners and limited partners:~~

-
- ~~i. Who are individuals, must be legal residents of the United States and of good moral character; and~~
 - ~~ii. Which are organizations, must meet the requirements of this section for applicants that are organizations.~~
 - ~~iii. Limited liability partnership applicants must first be properly registered with the secretary of state.~~

- ~~(5) Any agreements or understandings to obtain an alcoholic beverage license for any other person, partnership, or corporation must be indicated on the application.~~
- ~~(6) Any other interest that the applicant may have, either directly or indirectly, in any other liquor establishment in or out of the state must be indicated upon the sworn application.~~
- ~~(7) If applicant is buying an existing business, application must include a copy of purchase agreement.~~
- ~~(8) If applicant is leasing an existing business, application must include a copy of lease agreement.~~
- ~~(9) The city may require the applicant to set forth such other information in the application as necessary to enable it to determine if a license should be granted.~~
- ~~(10) Applicants shall not be delinquent in payments of lodging taxes under Chapter 28½ of the Minot Municipal Code. Applicants shall provide documentation evidencing that all lodging taxes owed are current.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-18.1. Disqualifying circumstances.~~

~~The circumstances described hereafter disqualify an applicant for a license under this chapter:~~

- ~~(1) The applicant or manager must not have been convicted of an offense determined by the attorney general to have a direct bearing upon an applicant's or manager's ability to serve the public as an alcoholic beverage retailer; or, following conviction of any offense, is determined not to be sufficiently rehabilitated under Section 12.1-33-02.1, N.D.C.C.~~
- ~~(2) The applicant may not have any financial interest in any wholesale alcoholic beverage business.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-19. Reserved.~~

~~(Supp. No. 118)~~

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~~Sec. 5-20. Only licensee to operate under license.~~

~~The authority conveyed by a license issued under this chapter extends only to the named licensee and not to the lease or assignee or transferee of the licensee, except as provided in section 5-31 pertaining to transfers.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-21. Premises ineligible for license.~~

~~No license required by this article shall be granted for any premises within two hundred (200) feet of a building occupied exclusively as a school, church, synagogue, or other place of worship; the measurement to be taken in a straight line from the center of the nearest entrance to the building used for such school, church, synagogue, or other place of worship to the center of the nearest entrance of the premises to be licensed. This section shall not apply when the retailer is a club or lodge having a membership of two hundred (200) members or more and was in existence on or before November 3, 1936. This section shall not apply if the licensed premises preexisted the school, church, synagogue, or other place of worship.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-22. Reserved.~~

~~Sec. 5-23. License term.~~

~~(a) The term of a license issued pursuant to this article shall commence at 12:00 a.m. of July 1, 2019, if the license is a renewal license, or at the date and time of its issuance after July 1, 2019, if the license is an initial license, and shall expire 11:59 p.m. on December 31, 2020.~~

~~(1) Because the license fees described in section 5-17 are for a one-year period, the annual license fee plus one-half (½) of an annual license fee shall be required for the term described in subsection (a).~~

~~(2) The annual fee for an initial license may be pro-rated monthly if the initial license is issued for a term less than the term described in subsection (a).~~

~~(3) No refund will be given if a license is not used for the entire license term.~~

~~(b) Beginning at 12:00 a.m. on January 1, 2021, the term of a license shall commence at 12:00 a.m. on January 1, if the license is a renewal license, or at the date and time of its issuance if the license is an initial license, and shall expire at 11:59 p.m. of the following thirty-first of December. Notwithstanding the fact that an initial license may be issued for a term of less than one (1) year, the license fee shall not be reduced or pro-rated. No refund will be given if a license is not used for the entire license term.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-24. Refund or fee upon denial; exception.~~

~~If the application for a license provided for in this article is denied, the city clerk shall return to the applicant the amount deposited by the applicant, unless otherwise indicated under this article.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-25. License application process. City clerk to submit application to the city council; approval.~~

~~(a) All license applications shall be submitted to the city clerk at least _____ days before the council meeting where their license issuance will be considered.~~

~~New license applications:~~

- ~~1. The city clerk shall submit the application for a new license or the application for the renewal of an existing license to the city council for its consideration within forty-five (45) days of receipt of all application materials required under section 5-18, including but not limited to the annual license fee.~~

~~(b) Every new application for a license required by this article shall be approved by the city council before the license shall be is issued.~~

~~Renewal applications:~~

~~The city clerk shall submit the application for a renewal license to the chief of police for their consideration within forty-five (45) days of receipt of all application materials required under section 5-18, including but not limited to the renewal license fee and any outstanding fines.~~

~~The chief of police shall review all renewal applications, and forward applications concerning licenses that have been subjected to disciplinary action over the past license term to the city council for its consideration. For purposes of this section, disciplinary action includes any fines, suspensions, or revocations.~~

~~The chief of police shall review renewal of existing licenses that have not been suspended or fined for a violation of subsection 5-12 (a) or (c) during the preceding license term, and shall approve renewal of the license so long as the licensee is current on all application fees and fines, has submitted all application materials, and is in compliance with state law and these ordinances. The chief of police shall make a renewal decision within forty-five (45) days of the city clerk receiving the renewal application and all of the materials required under 5-18, including but not limited to the annual license fee. If the chief of police~~

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~~fails to make a renewal decision within the timeframe specified in this paragraph, the city clerk shall place the application on the next city council agenda for its consideration.~~

- ~~2. Any person deeming themselves aggrieved by a decision by the chief of police with respect to their application for a license renewal under this section may appeal that decision to the city council. The appeal to the city council shall be initiated by the filing written notice of the appeal with the city clerk, stating the grounds upon which the appeal is based. The hearing on the appeal will be held no later than thirty (30) business days following the filing of the same unless the applicant shall consent to a hearing on the appeal at a later date. The determination made by the council shall be the final stage of administrative review in this matter. The applicant, if still aggrieved, may resort to his judicial remedies without further administrative review.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-26. Investigation of applicant.~~

~~The chief of police shall investigate the truthfulness of the information provided and the truthfulness of the representations of fact made in the application submitted pursuant to section 5-18.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-27. Premises requirements.~~

- ~~(a) No license shall be issued unless the premises to be licensed conforms to all applicable sanitary, safety and health requirements as certified by the appropriate public officials.~~
- ~~(b) Licensed premises for retail liquor, beer, and wine licenses which extend out-of-doors must meet the following requirements in respect to the portion located out-of-doors (hereafter called the "outdoors"):~~
- ~~(1) The outdoors must be contiguous with the rest of the licensed premises (hereafter called the "indoors").~~
- ~~(2) The periphery of the outdoors - to the extent not adjoining the indoors - must be enclosed with a wall or fence that is at least thirty-six (36) inches in height and said wall or fence may include a gate that can be used for entering or exiting the outdoors.~~
- ~~(c) The requirements of subsection (b) shall not apply to licensees holding an outdoor dining license or a license not listed in subsection 5-27 (b), however, permit holders shall meet all requirements provided under chapter 28, article VII, division 2 of this Code.~~

~~(Ord. No. 5372, § 1; Ord. No. 5740, § 2)~~

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~~Sec. 5-28. Inspection of licensed premises.~~

- ~~(a) Prior to acting upon any application received for a liquor or beer license, a transfer of location of any such existing license, or an application for a renewal of any existing liquor or beer license, it shall be the policy of the city council to require a complete inspection of the building or plans, when new construction, where the proposed business is to be conducted, or is being conducted, whichever is applicable.~~
- ~~(b) As applications for a transfer of location of an existing beer or liquor license, or application for a new liquor or beer license, or application for renewal of existing liquor or beer licenses are received at the office of the city clerk, such application shall be immediately referred to the building official and fire marshall as to the proposed site location and structure thereon, where a structure exists upon the site, who shall then fully and completely examine the proposed structure on the stated location. The building official and fire marshall shall, in their discretion, require such other city inspectors as he deems necessary to join with him in the examination of the structures described in the application, to determine the general condition of the structure upon such site, including the soundness of the building, the availability of light, air, general sanitation facilities and such other items as are normally considered in determining general safety of a structure.~~
- ~~(c) Upon completion of his report, the building official and fire marshall shall make a written report to the city council, including in such report any reports prepared by other city inspectors at the request of the building inspector, and in such written report he shall state all findings as to the general condition of the structure on the proposed site with regard to light, air, structural soundness, general sanitation and other items as may be required in the opinion of the building official.~~
- ~~(d) The building official and fire marshall shall attach to the written report his opinion as to the sufficiency of the structure for the purpose sought to be carried on therein, and his recommendation as to whether or not in his opinion the structure is suitable for the carrying on of a business involving a dispensing of alcoholic beverages.~~
- ~~(e) Upon the receipt by the city council of those reports which by way of ordinance or resolution are required to be submitted to it as part of the application process for a retail alcoholic beverage license the city council shall determine whether the license shall issue or not. In so doing it shall consider the reports and it may consider (i) statements made before it at the council meeting wherein the matter is taken up, (ii) any other information publicly presented to it at the meeting by the city staff, or by aldermen, or by any other person, and (iii) such other matters of which a court could take judicial notice. The applicant shall have the right to make an argument or plea to the council, or both, and he shall have the additional right to comment upon the matters presented to the council and those matters which the council indicates it will take notice of. In reaching its decision as to whether the license should issue the council reserves the right to consider~~

~~whether the design, physical condition, and location of the proposed premises, and the proposed method of operation by the licensee, are consistent with the health, safety, general welfare, morals, comfort, good order, and peace and quiet of the general public or of those persons who work, live, transact business or participate in recreation in the vicinity of the premises sought to be licensed.~~

~~(f) No license shall be issued or transferred by the city council, including any renewal licenses, for any establishment utilized for the sale of alcoholic beverages unless the building in which the business is carried on has been inspected in accordance with the terms of this section.~~

~~(g) The licensed premises and the records of the licensee shall be available to the police department for immediate inspection whenever the licensed premises are open for public patronage and the licensed premises shall be available to the police department for immediate inspection at any other time when there are persons on the licensed premises.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-29. Issuance when approved.~~

~~If the application for a license by this article is approved by the city council, the city clerk shall issue to the applicant a receipt showing the date and amount paid and by whom and for what location, and what class of license has been granted him, which shall constitute the license.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-30. Identification number.~~

~~Each license issued pursuant to this article must be given an identification number and a permanent record thereof must be kept by the city clerk, showing the name and address of the licensee and the legal description of the place licensed.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-31. License to constitute a defeasible property right, transfer or other change in status, operation, or form of license, fee for approval of same.~~

~~(a) A licensee under this chapter shall enjoy a defeasible property right in the license. It is defeasible in the sense that it may be revoked by the city "for cause" without compensation to the licensee as provided in section 5-32 of this Code. Subject to that reservation of rights in the city, the licensee may sell, pledge, grant or retain a security interest in, give away in a will, or otherwise deal with the license.~~

~~(b) No transaction affecting a license, including a transfer (whether full or partial), lease, grant or retention of a security interest, or other change in its status, operation, or form (hereafter a "license amendment"), is binding on the city until application for the license amendment has been filed by the licensee or other~~

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interested person with the city clerk and approved by the city council. However, as provided hereafter, the chief of police has the power to approve a license amendment for a temporary period of time, and if the chief does so it has the same force and effect as an approval by the city council during such temporary period of time.

- (c) The license amendment application shall include the information required in section 5-18 and a detailed description of any consideration received in exchange for the license transfer.
- (d) Before being submitted to the city council for its decision thereon, a license amendment application shall be forwarded to the chief of police for such investigation and such recommendation to the council concerning its merits as the chief believes is warranted or advisable under the circumstances. Moreover, if the license amendment application relates to the physical characteristics of the licensed premises it shall likewise be forwarded to the building official for the same purpose.
- (e) The chief of police shall have the authority to approve a license amendment application for a period of time not to exceed forty (40) consecutive days upon a showing satisfactory to the chief of pressing circumstances requiring action before the city council can take under consideration and act upon a license amendment application in the ordinary course of its business, as when, for example, a licensee dies or a secured party or lien holder forecloses on its security interest in a license. However, the chief or the council itself may revoke or suspend provisional approval given under this subsection, provided that reasonable notice of such contemplated action is first provided to the affected party or parties.
- (f) In the absence of provisional or final approval of a transfer as provided for in subsections (b) and (e), no person other than the named licensee may rely on the grant of the license as a defense to prosecution or a civil action brought under this chapter or otherwise provided in law for an offense or cause of action involving the sale of alcoholic beverages without a license.
- (g) No license amendment application may be acted upon until the applicant has paid a non-refundable application-review fee of two hundred fifty dollars (\$250.00).

(Ord. No. 5372, § 1)

Sec. 5-32. Suspension or revocation of a license.

- (a) The city council shall have the power to suspend or revoke any license issued under the authority of this chapter for any of the following reasons:
 - (1) The licensee violates the laws of this state or of any of the provisions of this chapter.

-
- (2) ~~The licensee willfully makes a false statement or a misrepresentation as to a material fact in the application for the issuance or transfer of the license.~~
- (3) ~~The licensee knowingly permits the occurrence of a pattern or practice of disorderly or immoral acts upon the licensed premises.~~
- (4) ~~The licensee does not conduct the activity for which the license was issued at the licensed premises for a period of twelve (12) consecutive months.~~
- (5) ~~The licensee or its manager or both no longer meet the requirements of section 5-18 for the issuance of the license.~~
- (6) ~~The licensee does not hold a necessary permit or license issued by another governmental entity, which license or permit is required by that governmental entity as a precondition to the carrying on by the licensee of the activity authorized by the City of Minot license.~~
- (b) ~~No license shall be suspended or revoked without providing the licensee with notice and an opportunity for hearing before the city council with regard to the suspension or revocation of the license. The city clerk shall provide the licensee with written notice of the date, time, and place of the hearing. The notice shall inform the licensee that its license may be suspended or revoked and it shall set forth the factual allegations which form the basis for doing so under this section. The city clerk may provide notice by mailing a copy thereof to the licensee's last known address as indicated in the licensee's most recent application filed with the clerk under this chapter. The notice must be mailed at least five (5) days prior to the hearing, exclusive of the date of mailing and date of the hearing.~~
- (c) ~~If the licensee does not appear at the hearing provided for in subsection (b), or if he does not dispute them, the factual allegations in the complaint shall be deemed to be admitted. Otherwise the city shall have the burden of going forward with the evidence and the burden of persuasion as to any disputed issues of fact.~~
- (d) ~~If the licensee requests that the originally scheduled hearing date be continued the city council shall grant a continuance to a time mutually convenient to the licensee and the city council, but the city council shall have the discretion to suspend the license from the date for which the hearing was originally scheduled to the date of the continued hearing.~~
- (e) ~~The decision of the city council shall be final for purposes of the legal doctrine which requires the exhaustion of administrative remedies as a prerequisite for judicial review.~~
- (f) ~~The Minot Police Department will be responsible for conducting compliance checks to determine whether the licensees are in compliance with the provisions of subsection (a)(1). If (1) the licensee admits a violation occurred, (2) fails to appear at the scheduled hearing relating to the alleged violation, or (3) the city council determines a violation under subsection (a)(1) occurred after a hearing, the licensee is subject to the following penalties, in addition to any other civil or~~

criminal penalties a licensee may be subject to for violation of any provision of state or local law:

First violation: Letter of warning

Second violation: ~~Business closed for three (3) consecutive days and a \$500 penalty~~

Third violation: ~~Business closed for seven (7) consecutive days and a \$750 penalty~~

Fourth violation: ~~Business closed for thirty (30) consecutive days and a \$1,000 penalty~~

Fifth violation: Business liquor license recommended to be revoked

The penalties described above shall be for violations that occur within a period of twenty-four (24) months. The twenty-four-month time period commences to run and is calculated from the first offense by the licensee.

(g) ~~The Minot Police Department will be responsible for monitoring compliance with the provisions of subsections (a)(2)–(6). If (1) the licensee admits a violation occurred, (2) fails to appear at the scheduled hearing relating to the alleged violation, or (3) the city council determines a violation under subsections (a)(2)–(6) occurred after a hearing, the licensee is subject to suspension or revocation, as determined by the city council, in addition to any other civil or criminal penalties a licensee may be subject to for a violation of subsections (a)(2)–(6).~~

(Ord. No. 5372, § 1)

~~Sec. 5-33. No refund of fee when license is revoked.~~

~~When a license issued pursuant to this article is terminated or revoked for cause, the licensee or those claiming under him, shall not be entitled to any return of any portion of the license fee previously paid to the city.~~

(Ord. No. 5372, § 1)

~~Sec. 5-34. No license to be issued until five years after revocation.~~

~~Where a license for any premises licensed pursuant to this article has been revoked, no license shall thereafter be issued to the licensee for a period of five (5) years after revocation.~~

(Ord. No. 5372, § 1)

~~Sec. 5-35. Exceptions to the limitations as to the number of licenses.~~

(a) ~~If because of a growth in the population of the city or because of the revocation or voluntary surrender of a license, or because any of the numerical limitation formulas under section 5-16 are amended, there becomes available for issuance~~

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a license under the authority of this chapter, and if it appears to the city council that it is reasonably likely that more than one (1) person might be interested in obtaining the license, given the then current market demand in the city for licenses of that type, the city shall advertise the availability of the license for a reasonable period of time and shall auction the license off openly or through sealed written bids to the highest bidder. The successful bidder must qualify under section 5-18 in order to obtain a license. The city may set a minimum auction or bid price and/or other conditions of the auction or bid which shall be stated in the advertisement. If more than one (1) license of a particular class has been available for issuance consistent with the numerical limitations under section 5-16 for a period of three (3) months without an application having been made for a license of that class, there shall arise a rebuttable presumption that the market demand for licenses of that class does not exceed the number of licenses of that class available for issuance.

- (b) A license shall authorize the carrying on of activity pursuant to its authority only with regard to licensed premises at one (1) particular location except to the extent allowed under section 5-18. However, this subsection shall not be construed as prohibiting the periodic expansion and contraction of licensed premises at a particular location as the occasion demands, such as when, for example, a motel licensee dispenses alcoholic beverages at a public assembly room within the motel during a convention or other special activity, when otherwise such room is not ordinarily used for the service or consumption of alcoholic beverages.
- (c) When the city annexes territory which contains an establishment which was licensed by the county to sell alcoholic beverages at retail immediately prior to the annexation, the city will issue to its owner a city license to sell alcoholic beverages, without regard to subsection (a) and even though one (1) of the numerical limitations on licensed imposed by section 5-16 is exceeded, or a prior condition or excess licenses under that section is aggravated as a result of the issuance of the license under this section. Unless the city council lays down a special rule at the time of annexation whereby the new city license shall carry the same restrictions and terms as the old county license, the new city license issued under this subsection shall be as similar to the prior county license as may be obtained under the then existing categories of city licenses. A license issued under this subsection shall thereafter be counted as one (1) of the licenses subject to the numerical limitation imposed by section 5-16, so that, for example, if the issuance of a license under this subsection causes one (1) of the numerical limitations imposed by section 5-16 to be exceeded, the license issued under this subsection will be counted against future population growth in determining when an additional license is available for issuance under the formula set forth in section 5-16. It is the intent to this subsection that no county licensee shall lose a license to sell alcoholic beverages simply because the licensee is annexed to the city, but that city licenses which have county license ancestors over a period of time shall be treated the same as all other licenses for purposes of section 5-16 numerical limitations. This subsection shall apply retroactively as well as

prospectively, except that as a one-time exception it shall not be construed to bar the issuance of any additional licenses which became available under section 5-16 after January 1, 1990, and before January 1, 1992, under the ordinance then in effect.

(Ord. No. 5653, § 1)

Sec. 5-36. Reserved.

Sec. 5-37. Adequate parking.

At the time of erection, conversion or expansion of a structure to be used for a retail liquor or beer business, there shall be provided and thereafter maintained off-street parking facilities to accommodate the motor vehicles used by the occupants, customers, clientele and employees of said retail business. Such off-street parking spaces shall be used exclusively for off-street parking purposes. Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in chapter 23 of the City of Minot Zoning Ordinance, Ordinance No. 1149, as amended.

(Ord. No. 5372, § 1)

Sec. 5-38. Sale of alcoholic beverages at municipal auditorium and armory complex by licensed liquor dealers.

The holder of a current liquor or beer license of the city may sell and dispense alcoholic beverages at the municipal auditorium and armory complex of the city provided that:

- (1) Permission is granted in the same manner as provided in section 5-40(b).
- (2) The licensee accepts all responsibilities and liabilities for enforcement of City of Minot and North Dakota State Liquor laws regarding the dispensing of alcoholic beverages during the times of the special permission.
- (3) Twenty (20) per cent of the gross sales of alcoholic beverages at the auditorium/armory are paid to the city immediately upon expiration of the permit.

(Ord. No. 5372, § 1)

Sec. 5-39. Dispensing of alcoholic beverages at private party held at municipal auditorium or armory.

Any lessee of the municipal auditorium or armory may dispense alcoholic beverages, at a private party or gathering, provided that there is no charge for the alcoholic beverages, provided that all of the laws of the City of Minot and State of North Dakota regarding dispensation of alcoholic beverages are fully complied with

and provided that responsibility and liability for compliance with these laws are fully assumed by the lessee.

(Ord. No. 5372, § 1)

~~Sec. 5-40. Special permits; fees.~~

~~(a) A permit issued pursuant to Section 5-02-01.1, N.D.C.C. to allow a 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 of an application to the city clerk, at least seven (7) days prior to the event (not including the day of the event), by the applicant, with any information required by the city clerk and 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 person under twenty-one (21) years of age at such occasion.~~

~~(3) The written approval by the chief of police of the issuance of the permit. The chief of police may police the event(s) covered by the special permit. The chief of police may determine the number, if any, of police officers or licensed private security officers needed to police the event(s). If the chief of police determines police officer or licensed private security officers are needed to police the event(s), the licensee shall hire the required number of off-duty police officers or licensed private security officers to police the event(s). If the licensee retains off-duty police officers to police the event(s), the written approval for the special permit shall be contingent on the licensee paying the Minot Police Department the expense of any off-duty police officer required for the proper policing of the event(s) prior to the event(s) occurrence. No special event(s) shall be permitted to proceed unless the required number of police officers or licensed private security officers are present.~~

~~(4) A permit issued pursuant to this subsection may not be used for the off-sale of alcoholic beverages.~~

~~(5) The city council may authorize an individual under twenty-one (21) years of age to attend the special event, but may not authorize the consumption or possession of an alcoholic beverage by an individual under twenty-one (21) years of age.~~

~~Each month the chief of police shall submit a report to the city council concerning the permits allowed and the permits denied under this subsection subsequent to the~~

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(Supp. No. 118)

last prior such report. Applications, whether granted or not, shall be retained by the city clerk for no less than three (3) years.

(Ord. No. 5372, § 1; Ord. No. 5427, § 2; Ord. No. 5638, § 5)

~~Sec. 5-41. Reserved.~~

~~Sec. 5-42. Sale of beer in kegs; records and marking required.~~

- ~~(a) A retail licensee selling beer in a container having a liquid capacity greater than two (2) gallons shall place a distinctive symbol, notation or mark on the container which uniquely identifies him, and, moreover, shall mark such container in such a manner, and maintain such business records, that in the event the container is returned to him he can establish the following information with respect to his most recent sale involving the container within the last six (6) months, to-wit: The date of the sale and the name, address, driver's license and social security number of the person to whom it was sold.~~
- ~~(b) Each retail licensee shall register his unique identification symbol, notation or mark with the chief of police and shall provide the chief of police with such information gathered pursuant to subsection (a) as the chief from time to time may require.~~
- ~~(c) This section shall not apply to the sale of containers by a retail licensee if he intends and requires that the contents of the container will be consumed on the licensed premises where the sale occurs.~~

~~(Ord. No. 5372, § 1)~~

~~Sec. 5-43. Nudity, seminudity and sexually explicit acts prohibited.~~

- ~~(a) No person who is within or upon premises which are licensed under this chapter shall knowingly omit to cover securely with an opaque covering the following portions of his or her anatomy:
 - ~~(1) The nipples;~~
 - ~~(2) The pubes;~~
 - ~~(3) The cleavage between the buttocks; and~~
 - ~~(4) The genitals.~~~~

~~However, item (1) above, pertaining to the nipples, shall apply to females only.~~

- ~~(b) No person while upon or within premises licensed under this chapter shall perform or simulate acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or shall perform or simulate the touching, caressing or fondling of breasts, buttocks, anus or genitals.~~

~~(c) Premises licensed under this chapter for the purposes of this section shall include any area or room under control of the licensee, or as to which he has the lawful right to assert control, whether control is exercised or not:~~

~~(1) In which or in any portion of which alcoholic beverages are stored, mixed, prepared, opened, served or consumed as an incident of the business operation of the licensee carried on pursuant to the license; or~~

~~(2) The interior of which is visible from an area or room described in subparagraph (1) but only while its interior is so visible.~~

~~(Ord. No. 5372, § 1)~~

~~(Supp. No. 118)~~

~~Created: 2024-02-15 12:52:32 [EST]~~

CHAPTER 5 ALCOHOLIC BEVERAGES

ARTICLE I. GENERAL PROVISIONS

Sec. 5-0. Preamble.

Sec. 5-1. Definitions.

Sec. 5-2. Authority, Territorial Jurisdiction, and Application of Chapter.

Sec. 5-3. Exceptions.

Sec. 5-4 through 5-10. - Reserved.

ARTICLE II. ALCOHOL LICENSES

Division 1. Licenses – Generally.

Sec. 5-11. License Required To Sell Alcoholic Beverages, Exceptions.

Sec. 5-12. City Retail License Categories, Descriptions, and Requirements.

1. On and Off-Sale Liquor, Beer, and Wine
2. Legacy License – On and Off-Sale Liquor, Beer, and Wine
3. On and Off-Sale Beer and Wine
4. Supper Club Establishment License
5. Non-Profit and Governmental Organization Licenses
 - a. Minot International Airport Liquor, Beer, and Wine License
 - b. Minot Park District Facility Licenses
 - i. Souris Valley Golf Course Beer and Wine
 - ii. MAYSA Arena Beer and Wine
 - iii. Corbett Field Beer and Wine
 - c. MSU Dome
 - d. Licenses for Military, Veteran, Service Clubs, and Fraternal Orders

Sec. 5-13. License Term.

Sec. 5-14. License Fees. (Fee resolution)

Sec. 5-15. Only licensee to operate under license.

Sec. 5-16. Exceptions to the limitations as to the number of licenses.

Sec. 5-17. Mandatory alcohol server training.

Sec. 5-18. Compliance Checks.

Commented [SS1]: See [Grand Forks City Ordinance Sec. 21-0200](#):

The City of Grand Forks finds that the safety and welfare of its citizens and neighborhoods are of highest priority and the judicious dispensing of alcohol is in keeping with this premise. The possession of an alcoholic beverage license in the city is a privilege, not a right; a privilege that must not be taken for granted, but rather must be continually conditioned by the license holder's adherence to applicable laws and regulations.

Commented [SS2]: Amended to clarify authority and jurisdiction and moved to new Section 5.1

Commented [SS3]: See [Grand Forks City Code § 21-0203](#):

- (1) This article shall not apply to wines delivered to priests, rabbis, pastors and ministers for sacramental use.
- (2) This article shall not be construed to apply to the following articles, when they are unfit for beverage purposes:
- (A) Denatured alcohol produced and used pursuant to federal law;
- (B) Patent, proprietary, medical, pharmaceutical, antiseptic, and toilet preparations;
- (C) Flavoring extracts, syrups, food products or alcoholic products involved in food preparation;
- (D) Scientific, chemical, and industrial products;
- (E) Manufacture or sale of such articles containing alcohol.

Commented [SS4]: This could accompany the Council decision whether or not to remove the license cap/alleged property right:

See [Grand Forks City Code § 21-0202](#):

1. No person shall sell at retail within the city limits of Grand Forks any alcoholic beverages without first having obtained a license therefor as herein provided.
2. All licenses or permits issued by the city pursuant to this article confer a privilege on the license holder to engage in the activity or occupation so licensed, and do not constitute property or property rights or create any such rights in any license holder or applicant. No license or permit issued under this article may be mortgaged, encumbered, pledged, seized, levied upon, attached, executed upon, assessed or in any manner taken for the purpose of securing, or in satisfaction of, any debt, judgment, lien, mortgage, encumbrance or obligation.

Commented [CD5]: See [Grand Forks Municipal Code No. 21-0235](#).

Sec. 5-19 through 5-20. - Reserved.

Division 2. Application and Qualifications for Licenses and Permits.

Sec. 5-21. Application for license – Information required.

Sec. 5-22: License application deadlines.

Sec. 5-23. Investigation of application.

Sec. 5-24. Inspection of licensed premises.

Sec. 5-25. City Clerk to submit application to City Council; approval.

Sec. 5-26. Issuance when approved.

Sec. 5-27. Identification number.

Sec. 5-28. Disqualifying circumstances

Sec. 5-29. Refund or fee upon denial; exception.

Sec. 5-30. License Renewals.

Sec. 5-31. License Transfers.

Sec. 5-32 through 5-40 – Reserved.

Division 3. Termination, Suspension, Revocation – Hearing Process.

Sec. 5-41. Termination.

Sec. 5-42. Council authority to suspend or revoke a license.

Sec. 5-43. Complaints Against Licensees – Notice.

Sec. 5-44. Hearings.

Division 4. Penalties and Appeals.

Sec. 5-45. Licensee Penalties.

Sec. 5-46. Penalty for failure to complete mandatory alcohol server training.

Commented [CD6]: See [Grand Forks Municipal Code No. 21-0236](#).

Sec. 5-47. Appeals.

Sec. 5-48. No refund of fee when license is terminated, suspended, or revoked.

Sec. 5-49. No license to be issued until five years after revocation.

Sec. 5-50 through 5-54 – Reserved.

ARTICLE III. REGULATION OF LICENSED PREMISES, PATRONS, MINORS

Division 1. Licensed Premises Regulations

Sec. 5-55. Special Event Permits; fees.

Sec. 5-56. Outdoor Premises Requirements – Permit Available.

Sec. 5-57. Adequate Parking.

Sec. 5-58. Premises and Records available.

Sec. 5-59. Removal of wine from restaurant.

Sec. 5-60. Sale of beer in kegs – Registration and marking required.

Sec. 5-61. Sale of alcoholic beverages in exchange for goods prohibited.

Sec. 5-62. Licensee to close at certain times.

Sec. 5-63. Wine tasting permitted.

Sec. 5-64. Bottle Clubs Prohibited – Penalty.

Sec. 5-65. Retail delivery prohibited; exception.

Sec. 5-66. Clubs and lodges prohibited from making off-sales, and from making deliveries of alcoholic beverages.

Sec. 5-67. Sale of alcoholic beverages at municipal auditorium and armory complex by licensed liquor dealers.

Sec. 5-68. Dispensing of alcoholic beverages at private party held at municipal auditorium or armory.

Sec. 5-69. Nudity, semi nudity and sexually explicit acts prohibited.

Sec. 5-70. Sale of alcoholic beverages at golf courses.

Sec. 5-71. Sale of alcoholic beverages at bowling centers.

Sec. 5-72. Sale of alcoholic beverages at movie theaters.

Sec. 5-73 through 5-74. - Reserved.

Division 2. Patrons and Minors Regulations

Sec. 5-75. Open Container and Public Consumption limited.

Sec. 5-76. Mandatory alcohol server training.

Commented [CD7]: See [Grand Forks Municipal Code No. 21-0235](#).

Sec. 5-77. Presence in licensed premises prohibited as to minors.

Sec. 5-78. Licensee prohibited from allowing minors on licensed premises.

Sec. 5-79. Exceptions permitting minors to enter a licensed premises.

Sec. 5-80. Misrepresentation of Age.

Commented [SS8]: Sec. 5-14 a and b are taken from NDCC. 5-01-08.1

Sec. 5-81. Purchasing for or furnishing alcohol to minors.

Sec. 5-82. Licensee shall not sell or dispense alcoholic beverages to minors.

Sec. 5-83. Licensee shall not allow minors to be furnished with alcoholic beverages.

5-84. Penalties, referral to addiction facilities, immunity from prosecution.

Sec. 5-85 through 5-90. - Reserved.

Division 3. Penalties.

Sec. 5-91. General Penalty for Violations of this Chapter

MEMORANDUM

To: City of Minot City Council Members

From: Jessica Klein - Olson & Burns PC

Re: Alcohol Ordinance Review

Please be advised our firm represents Marketplace Foods and I am putting together these comments on their behalf for your consideration as you consider the proposed revisions to our current city liquor license ordinances. As you are probably aware the Alcohol Ordinance Review and Rewrite Committee has been meeting regularly for the past six months or so. During that time period the Committee has been working with staff on the proposed rewrites that you will be receiving in advance of the regular Monday meeting. Most of the revisions are to make these ordinances more streamlined and user friendly for citizens. At their last meeting the Committee voted in favor of advancing the four options regarding removing the retail liquor license cap to the City Council for consideration and action.

Those options were:

1. Do nothing and the retail liquor license caps remain the same;
2. Remove the cap and the City will begin to sell retail liquor licenses at \$5,000;
3. The plan proposed by Kevin Black which summarized requires new applicants to pay the City of Minot \$100,000 for the license with a renewal fee annually of \$3,215. It allows for the current liquor license owners a right of first refusal that grants them the right to sell and transfer a retail liquor license one time to a qualified buyer; and
4. The plan proposed by Paul Pitner which summarized provides existing retail liquor license owners with a one-time payment of \$25,000 from the City of Minot along with a 20 year renewal fee waiver expiring automatically on Jan 1, 2046.

As you can imagine my client would prefer that the Council proceed with Option 1 and the caps remain for the retail liquor license and that the ordinances pertaining to off-sale liquor still require an underlying retail liquor license. They currently hold 4 retail liquor licenses and as such it would be an enormous financial loss to my clients if the Council elected to proceed with Option 2- they have invested \$557,807.00 for these licenses not including the renewal fees to the City each year. My client wants to encourage the Council to consider the long term effects of these potential changes and if the removal of caps is the direction the city is going they would like you to consider the following with regard to the Black and Pitner proposals:

Barrier to Business: there were many discussions at the committee level about removing the barriers to business in Minot and removing the caps was a way to encourage growth. While this may be true on one hand on the other it is depriving current business owners that purchased retail liquor licenses at rates exceeding \$100,000. As you may recall, the City of Minot auctioned off four licenses in 2021 ranging in value between \$100,100 and \$210,000. Both proposals work to address this deprivation the Black plan with keeping the liquor license purchase price at

\$100,000 with a right of first refusal and the Pitner plan with the immediate payment to license holders of \$25,000 with the 20 year renewal.

The math: while both plans are taking the position of the current owners into consideration my client would encourage the Council to choose the Black plan for many reasons.

1. There is not cost to the City, the Pitner plan calls for an immediate \$25,000 to each license holder ($\$25,000 \times 31 = \$775,000$) to come from the city's budget.
2. Lost revenue in license renewals, the 31 establishments paying their renewal fees of \$5,000 annually for 20 years is \$3,100,000
3. Cost to the City for Pitner plan is \$3,875,000
4. Cost to the City for Black plan is \$0

It would be remiss of us not to consider the new license holders that would presumably be paying the initial fees and renewal fees. For example if the city added 10 new license holders and went from 31 to 41 licenses - a 32% increase. ($10 \times \$5,000 = \$50,000$) ($\$50,000 \times 20 = \$1,000,000$) Using the \$1,050,000 in potential license purchases and renewals as an offset to the loss under the Pitner plan still leaves the city down \$2,875,000. While we know that a 32% increase is just a projection it does raise concerns about budget shortfalls within the city going forward.

The marketability:

The math aside the unspoken issue here is that the one time transfer portion of this will make it difficult to market the license for at least a decade. It would not make sense for a new business owner to pay \$100,000 up front for a twenty year license but rather pay the city \$5,000 annually. A new business owner would be foolish to pay \$100,000 rather \$5,000 for a liquor license it is risk mitigation for potential failure of the business. Overtime the benefit will outweigh the risk but the liquor licenses are not immediately marketable. In addition to that fact the off sale sites such as my clients establish will not be required to have a retail liquor license in order to have off-sale under the re-writes which makes their four licenses along with all of the other similarly situated off sale locations immediately available to sell to would-be business owners.

While looking at the proposal from Mr. Black it seems to make more sense. This leaves the price at \$100,000 for the license but removes the caps. While offering a right of refusal to potential buyers. So it is really a middle of the road approach. The proposal also keeps the ability of business owners to keep their value immediately in that they can sell right away because the price is not higher than what the city is offering. Additionally Mr. Black's proposal doesn't require any financial support from the city.

As I stated my client is not in favor of removing the caps but if that is the direction the city intends to go the Black proposal best addresses the issue of the liquor license as a property right coupled with no financial support from the city seems like the best compromise.

From: Melissa Wright [REDACTED]
Sent: Monday, April 21, 2025 11:04 AM
To: Mikayla McWilliams
Subject: Meeting

Caution: This message has originated from an **External Source**.

Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Hi Mikayla,

I found there emails on the web page so sent to them already, I am attaching a copy to you as well

Dear Members of the Minot City Council,

I am writing to express my strong opposition to the proposals seeking to modify the current liquor licensing ordinance in our city. As a proud owner of a retail liquor license, I am deeply concerned about the negative implications these changes will have—not only on license holders like myself but also on the broader community and future of Minot.

Under the current law, licenses are issued based on population, ensuring careful regulation of establishments while preserving the value of these licenses as investments. I, along with many others, have made substantial financial commitments to secure these licenses, with my own investment exceeding \$250,000. This system has provided stability, fairness, and accountability for all stakeholders.

The proposed changes present several alarming consequences:

1. **Economic Loss for License Holders:** For license holders, this amendment represents a serious devaluation of our investments. The proposal to terminate Legacy Licenses by January 1, 2046, eliminates the ability to transfer licenses or pass them down as part of an inheritance. This change nullifies the financial commitment made in good faith by individuals who built their livelihoods under the existing regulations.
2. **Burden on Public Safety:** Increasing access to licenses without population-based limits will inevitably lead to an oversaturation of alcohol-serving establishments. Minot's police force is already under considerable pressure, and this change risks straining resources further, diminishing public safety and increasing alcohol-related incidents.
3. **Favoritism and Lack of Transparency:** These proposals raise questions about who is behind this push and why. It appears that the beneficiaries of these changes would be a select group seeking to bypass the financial and regulatory barriers that current license holders have faced. Such decisions must be made with transparency and a commitment to fairness for all residents and businesses, not just the privileged few.
4. **Destabilization of Market Value:** By removing the population-based limit on licenses, the city risks oversaturating the market, undermining the value of existing licenses and destabilizing the economic landscape for established businesses.

In recent months, Minot has faced significant challenges, including leadership scandals, financial misconduct, and loss of trust in local governance. These proposals compound the erosion of public confidence by disregarding the investments and livelihoods of those who have contributed to the city's economy under the current system.

I respectfully urge the City Council to reconsider these proposed changes and retain the existing ordinance that safeguards fairness, stability, and accountability. Additionally, I request transparency regarding the motivation for this proposal and the parties advocating for such changes.

Let us uphold the principles of responsible governance and ensure decisions are made to benefit our entire community. Thank you for your attention and dedication to serving Minot's residents and businesses.

Sincerely,
Melissa A Wright
Arny's 2.0 LLC


I am out of the country until the 1 of May.

Mikayla McWilliams

From: Nick Metzgian [REDACTED]
Sent: Tuesday, April 22, 2025 8:44 AM
To: Paul Pitner
Cc: Mikayla McWilliams
Subject: Liquor license

Caution: This message has originated from an **External Source**.

Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Mr. Pitner,

Great job on the liquor license potential updates. Well explained and some good possible options laid out.

One thing to keep in mind about existing license holders and 'making them whole' is that a liquor license is considered an asset and each current holder has been or is able to depreciate their license on their taxes. This allows them to receive a discount on their taxes for the amount they paid for the asset no matter what they paid. Mr. Samuelson touched on that briefly. It is one of the only assets where you can pay \$100, depreciate \$100 on your taxes, and people get upset if they then can't sell it for the same \$100. Have their cake and eat it too sort of thing.

That being said I do like the good faith effort being attempted to help the 'sting' with the existing license holders although, I would offer one small change. They should still pay something so in 20 years there isn't an issue with everyone forgetting why they weren't paying anything. For example, Tier A 2045 licenses (grandfathered) pay 1500 a year. Tier B licenses pay 4000 a year. By tiering them out and putting the grandfather year in the name of the tier, you also have a subtle reminder to everyone when it expires, I also like the idea of it being transferable which allows it to still be an 'asset' of sorts. I am not a huge fan of the cash payback portion but understand sometimes concessions need to be made.

Nick Metzgian

(I cc'ed the clerk in case there were issues with the email going through)